

**JOINT VENTURE AGREEMENT
FOR
CONSULTANCY SERVICES FOR
DETAILED DESIGN
FOR
EXPRESSWAY DEVELOPMENT
(Da Nang – Quang Ngai) PROJECT
No. 01/DD-EDDQP/2011**

DECEMBER 2011

Among

Nippon Koei Co., Ltd., Japan (NK)

Nippon Engineering Consultants Co., Ltd., Japan

Chodai Co., Ltd., Japan

and

Thai Engineering Consultants Co., Ltd., Thailand

P. *GH* *27* 

Joint Venture Agreement
for
Consultancy Services for Detailed Design
for
Expressway Development (Da Nang – Quang Ngai) Project

This AGREEMENT entered into on ____ of December 2011, by and among

Nippon Koei Co., Ltd., 4, Kojimachi 5-chome Chiyoda-ku, Tokyo 102-8539, JAPAN (hereinafter called "NK"),

Nippon Engineering Consultants Co., Ltd., 3-23-1 Komagome, Toshima-ku, Tokyo, 170-0003, JAPAN (hereinafter called "NE"),

Chodai Co., Ltd., 20-4, 1-chome, Nihonbashi-kakigaracho, Chuo-ku, Tokyo, 103-0014, JAPAN (hereinafter called "CD"), and

Thai Engineering Consultants Co., Ltd., 88/88 Moo 2, Soi Ngamwongwan 6, Ngamwongwan Road, Tambon Bangkhen, Amphur Muang, Nonthaburi 11000, THAILAND (hereinafter called "TEC")

WHEREAS, Project Management Unit No. 85 (PMU85), Vietnam (hereinafter referred to as "PMU") wishes to obtain Consulting Services (hereinafter referred to as "**the Services**") in connection with its Detailed Design for Expressway Development (Da Nang – Quang Ngai) Project (hereinafter referred to as "**the Project**"); and

WHEREAS, NK, NE, CD and TEC (hereinafter collectively referred to as "**the Members**") wish to jointly perform the Services as a Consultants to PMU pursuant to the contract dated 15th November 2011, entered into between PMU and the Members led by NK as set forth in this Agreement (hereinafter referred to as "**the Main Contract**"); and

WHEREAS, it is desirable that the Members express their mutual agreement concerning their respective rights and obligations in connection with the performance of the Contract;

NOW THEREFORE, in consideration of the premises and their mutual covenants hereinafter set forth, the Members hereby agree as follows:

Joint Venture Agreement Part I General Conditions

The General Conditions governing this Agreement shall be as stated in "Joint Venture (Consortium) Agreement" (1st Edition 1992-ISBN 2-88432-008-3), prepared by the Federation Internationale des Ingenieurs-Conseils (FIDIC).

The General Conditions are linked with the Conditions of Special Conditions, referred to as Part II, by the corresponding numbering of the Clauses, so that Parts I and II together comprise the conditions governing the rights and obligations of the Parties. In case of any inconsistency between the conditions specified in Part I and those in Part II, the conditions contained in Part II shall govern over those of Part I.



Joint Venture Agreement Part II Special Conditions

The Conditions contained in Part II supplement or modify the General Conditions set forth in Part I. Both shall be read together. Clauses of the General Conditions not specifically modified or supplemented shall remain in effect.

1. DEFINITIONS AND INTERPRETATION

Sub-Clause 1.1 Definitions

In Sub-Clause 1.1.11, add the following sentence after the word "Project":

and a Member includes the member's successors.

For Sub-Clause 1.1.12, delete the whole sentences and replace with the following sentence:

"Leading Member" means the Member named as the Leading Member in Schedule 1.

Add a new Sub-Clause as follows:

1.1.15 "Representative" means the person appointed by each Member as their Representative in accordance with Clause 7.2;

1.1.16 "Commencement Date" is December 1st, 2011.

Clause 1.2 Interpretation

Add a new Sub-Clause as follows:

1.2.4 The word "Service Agreement" expressed in Part I General Conditions shall be read as "Main Contract" which means the contract covenanted between the Client and the Members.

2. JOINT VENTURE

Delete all Sub-Clauses in Clause 2 entirely and replace with the following Sub-Clauses:

2.1 The Members establish a Joint Venture in order to enter the Main Contract and conduct the Services under the Main Contract.

2.2 The Members covenant and agree with each other that they will: act in the best interests of the Joint Venture in relation to the Project; be just and faithful in their activities and dealings with each other; and perform its obligations and commitments under this Agreement.

2.3 The Members must provide to the Joint Venture the matters set out in the Schedule 3 and

in accordance with that Schedule.

2.4 The Leading Member will take the lead responsibility for the management of the Joint Venture's affairs and will be responsible for communication with the Client, provided that the other Members shall assist and support the activities by the Leading Member.

2.5 Warranties

2.5.1 Each Member represents and warrants to the other Member that:

- 1) it will efficiently and promptly carry out all of its obligations expressed in this Agreement;
- 2) all of the Services performed by it shall be to a high professional standard so as to meet the Client requirements;
- 3) in the performance of the Services it will exercise reasonable skill, care and diligence;
- 4) it has full power, authority and legal right to execute, deliver and perform the terms of this Agreement and such acts have been duly authorized by its own board; and
- 5) it is duly incorporated and validly existing under the laws in force in its respective jurisdiction of incorporation.

3. PROPOSAL SUBMISSION

Delete all Sub-Clauses in Clause 3 entirely.

4. PERFORMANCE OF THE WORK

Replace the word "Parties" of Sub-Clause 4.3 with the word "Members".

Add a new Sub-Clause as follows:

- 4.5 Each Member shall be responsible for preparing, submitting and, if required, making any necessary corrections thereof, all reports and documents specified in the Main Contract until obtaining relevant approval from the Client. The entire costs of correcting the Services shall be borne by the Member(s) which caused the deficiencies. In case of delay in fulfilling the obligations, any additional cost arising from such delay shall be borne by the Member(s) who has caused such delay.
- 4.6 When any modification or variation is made to the Main Contract under Clause 2.6, the responsibility of the modified or varied Service shall be discussed and confirmed among the Members timely.



- 4.7 The main tasks of the project shall be clearly identified, among the staff if need, at the initial stage of the works, with full descriptions and deliveries of the task, for each member in written instruction by Project Manager. Each Member shall always well coordinate with other Members in execution of his Service. If the Member recognizes that his Service would affect the Service undertaken by other Members due to any modification or variation made by him, the recognized Member shall inform such influence to the other Members without delay.

7. EXECUTIVE AUTHORITY

Delete Sub-Clauses from 7.2 to 7.14 in Clause 7 entirely and replace with the following Sub-Clauses:

7.2 Board of Management (BOM)

- 7.2.1 Within fifteen (15) days of the Commencement Date the Members must establish the Board of Management which will be responsible solely to the Members.
- 7.2.2 The performance of the Services and the Main Contract shall be coordinated by the BOM.
- 7.2.3 The Representatives of the BOM acts at the all meetings solely as the representative of the Member which appoints the Representative and has full power and authority to bind the Member in all matters properly decided at the Meeting.
- 7.2.4 The Representative of each Member will constitute the BOM. Each Member may designate an alternate to act for a Representative while the Representative is absent from any meeting of the BOM. The alternate must be treated as a Representative on the BOM while so acting.
- 7.2.5 The BOM shall:
- 1) discuss project related issues and ensure compliance with the Main Contract;
 - 2) discuss financial policy, including determination of any additional Joint Venture costs;
 - 3) carry out the Member's directions and strategies in relation to the performance of the Services;
 - 4) be responsible for submission to arbitration of any claims toward the Client under the Main Contract.
- 7.2.6 The Members shall appoint and provide written notice to each other of one Representative on the BOM and shall give prior notice of any change in such appointments, temporally or otherwise.

- 7.2.7 The Representative of the Leading Member on BOM shall be the Chairman of the BOM.
- 7.2.8 The Chairman shall convene the meetings of the BOM and may invite others to attend, in order to inform or advise the Representatives, or to record the proceedings of the BOM.
- 7.2.9 Meetings of BOM shall take place no less frequently than one (1) time annually unless otherwise agreed by the Members. Unless the BOM shall otherwise agree with respect to a particular meeting, meetings shall be held in Hanoi or Danang.
- 7.2.10 The Members may convene a meeting of BOM at any time by giving at least ten (10) days notice in writing to each other. In an emergency or at any other time convenient to all Representatives a meeting may be conducted by telephone, facsimile and e-mail without prior notice.
- 7.2.11 A quorum of the BOM consists of five Representatives or alternates of each of their Members. If an absence is unavoidable, a letter of attorney should be submitted to the Chairman.
- 7.2.12 BOM shall endeavor to reach a unanimous decision: if this proves impossible the applicable decision shall be made by the Leading Member.
- 7.2.13 Minutes shall be kept and shall be circulated to the Members promptly but at least fourteen (14) days after convening the meeting.
- 7.2.14 The Members are responsible for all costs incurred by the attendance at any meeting of BOM.

7.3 Project Manager

- 7.3.1 A Project Manager shall be appointed by the Leading Member and approved by the Client.
- 7.3.2 The Leading Member will be entitled to, remove the Project Manager and appoint a replacement. The Client will be kept advised by the Leading Member of any Project Manager appointed.
- 7.3.3 The Project Manager shall manage and supervise the performance of the Services under the directions of BOM.
- 7.3.4 Subject to the directions of BOM, the Project Manager shall be the representative of the Joint Venture for the purpose of correspondence and discussion with the Client on matters involving the Main Contract including alternations to its terms and to the Services.
- 7.3.5 The Project Manager shall: review performance against physical and financial



targets and report progress to the Client and the Members; collate the Member's invoices and submit a consolidated invoice to the Client.

8. DOCUMENTS

Replace the sentence of Sub-Clause 8.2 "by the Services Manager ... to be performed." with the sentence "by the Project Manager".

9. PERSONNEL

Replace the words of Sub-Clause 9.5 "the provisions of Clause 7" with the sentence "the Client approval".

13. DURATION OF THE AGREEMENT

Delete all Sub-Clauses in Clause 13 entirely and replace with the following Sub-Clauses:

- 13.1 This Agreement shall continue to have full force and effect and shall continue until confirmation has been received from the Client that the Services have been completed, or the Services Agreement has been terminated, and all accounts relating to the Services between the Joint Venture and the Client and third parties and between the Members are acknowledged as settled.
- 13.2 Provided that the terms of this Agreement shall nevertheless continue to bind the Members to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.

14. LIABILITY

Add the following words after the word "liabilities" of Sub-Clause 14.1:

and any claim as a result of willful acts or negligence of the Member(s)

Add the following new Sub-Clauses:

- 14.3 The Members shall be liable to the Client in accordance with the provisions of the Main Contract.
- 14.4 If the all Members are responsible for a claim, the extent of the individual liability of each Member as among themselves shall be proportional to the degree of responsibility of each Member for such claim. If responsible Member(s) is clearly identified, the liability shall be fully born by such Member(s) regardless of the extent of insurance coverage. If such degree cannot be determined, on the other hand, such extent shall be pro-rata to the amount of remuneration for respective Member's share specified in Schedule 4.



14.5 Each Member shall be responsible for his tax obligations resulting from the Main Contract.

15. INSURANCE

Delete Sub-Clauses 15.1 and 15.2 entirely and replace with the following Sub-Clause:

15.1 Insurances to be procured for the fulfillment of the Services are listed in the Main Contract. Each Member shall procure and maintain to the extent and with the limitations as stipulated in the terms and conditions of the Main Contract.

16. PROMOTION AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATION

Delete all Sub-Clauses 16 and replace with the following Sub-Clauses:

16.1 All payments to the Members shall be made in accordance with Schedule 4 and the financial policy of the Joint Venture is as set out in that Schedule.

16.2 All costs invoiced by any Members must be in line with the amounts listed in the Main Contract.

16.3 All costs, whether paid or accrued, which are required for the proper performance of the Contract, but which are not clearly within the Share of one Member and which may not reasonably be inferred to be within one Member's Share pursuant to Schedule 4, shall, unless otherwise agreed upon, be borne by the Members pro-rata to the amount of remuneration for the respective Member's Share of Services, which is stipulated in the Schedule 4. The cost result from these risks, such as the risk on non-receipt or delayed receipt of payments to be made by the Client and uninsured accidental loss of or damage to property for which the Member(s), may have risk of loss shall be shared with the same manner stated above.

16.4 All costs for facilities and services, which are jointly utilized by the Members, but which are not clearly within the Share of one Member and which may not reasonably be inferred to be within the Share of one Member's Share pursuant to Schedule 4 and which are not the responsibility of the Leading Member under the Main Contract, shall be borne by the Members in proportion to the extent of utilization or, if the extent of utilization cannot be determined, pro rata to the amount of remuneration for the respective Member's Share pursuant to Schedule 4.

16.5 Any cost associated with employment of the sub-consultant(s), including management fee, shall be deemed to be included in the contract value of each Member stipulated in the Schedule 4.

19. ARBITRATION

Delete all Sub-Clauses of Clause 19 and replace with the following Sub-Clauses:

- 19.1 If a dispute arises in connection with this Agreement, a Member or Members declaring the dispute must give to the other Member(s) a notice specifying the dispute and requiring its resolution under this Clause ("Notice of Dispute").
- 19.2 The Members shall enter into negotiations to try and resolve in good faith any dispute which they may in connection with this Agreement.
- 19.3 If the dispute is not resolved within thirty (30) days after the Notice of Dispute is given to the other Member, it shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said Rules. The venue of arbitration shall take place in Singapore and the language shall be English.
- 19.4 Judgment on the award rendered in any arbitration proceedings may be entered in any court having jurisdiction agreed by any of the Members or an application may be made to such court for a judicial acceptance of the award and an order for enforcement (as the case may be).

Add the following new Clause and Sub-Clauses as Clause 22:

22. FORCE MAJEURE

- 22.1 In case of an event beyond the reasonable control of Member(s) (Force Majeure), and which makes Member's performance of its obligations specified in this Agreement impossible or impractical and includes, but not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm flood or other adverse weather conditions, the Members shall discuss and take all reasonable measures to remove such Member's inability to fulfill its obligations with a minimum delay.
- 22.2 A Member affected by Force Majeure shall notify the other Member(s) of such event as soon as possible and in any event not less than fourteen (14) days following the occurrence of such event.

IN WITNESS WHEREOF, the Members have caused this Agreement to be signed in four (4) copies by their duly authorized representatives on the date and year first set forth above.

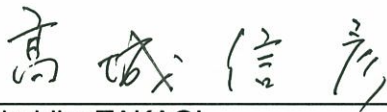
For and on behalf of Nippon Koei Co., Ltd.



Yutaka MURAI

Director/ Senior Managing Executive Officer/
Director General of Overseas Consulting Administration

For and on behalf of Nippon Engineering Consultants Co., Ltd.



Nobuhiko TAKAGI

Managing Director, Overseas Projects Department

For and on behalf of Chodai Co., Ltd.



Yasuji NAGAYA

President

For and on behalf of Thai Engineering Consultants Co., Ltd.



Pongsak Dej-Udom

President

Schedule 1 Project and Agreement Particulars

Clause 1.1 Definitions

- (1) The Client: Project Management Unit No. 85 (PMU85), Vietnam
- (2) The Project: Detailed Design for Expressway Development (Da Nang – Quang Ngai) Project
- (3) Country: Vietnam
- (4) Leading Member: Nippon Koei Co., Ltd.
- (5) Name and Address of Representatives of Members:

NK: Mr. Takashi SEKI

General Manager, Infrastructure Development Division,
Overseas Consulting Administration

4, Kojimachi 5-chome Chiyoda-ku, Tokyo 102-8539 JAPAN

(Tel) +81-3-5276-7400

(Fax) +82-3-5276-3356

NE: Mr. Nobuhiko TAKAGI

Managing Director, Overseas Projects Department

3-23-1 Komagome, Toshima-ku, Tokyo, 170-0003, JAPAN

(Tel) +81-3-5394-7815

(Fax) +81-3-5394-8415

CD: Mr. Yasuji NAGAYA

President

20-4, 1-chome, Nihonbashi-kakigaracho, Chuo-ku, Tokyo, 103-0014,
JAPAN

(Tel) +81-3-3639-4625

(Fax) +81-3-3639-3366

TEC: Mr. Pongsak Dej-Udom

President

88/88 Moo 2, Soi Ngamwongwan 6, Ngamwongwan Road,
Tambon Bangkhen, Amphur Muang, Nonthaburi 11000, THAILAND

(Tel) +662-195-9120-3

(Fax) +662-195-9131

Clause 5.1 Language and Law

- (1) This Agreement shall be written and interpreted in English.
- (2) The Law which is to apply to this Agreement shall be the Laws of England.

Clause 8.6 Documents

- (1) In using any of computer software programs, each Member or his personnel or any Sub-Consultant personnel shall comply with the license agreement given in each software program.



Schedule 2
Financial Administration Services (Refer to Clause 17)

- (1) In accordance with Clause 3.8 of General Conditions of Contract in the Main Contract, the Consultants shall permit the Client or its designated representative to inspect its accounts and records relating to the performance of the Main Contract, and to have such accounts and records audited by auditors appointed by the Client if required by the Client.
- (2) Most expenditure on the items of "Remuneration", "Reimbursable" and "Miscellaneous Expenses" in the Main Contract shall be managed by the Leading Member under the directions of the Project Manager.

Invoice

- (3) The Project Manger shall be responsible for the invoicing of the Client for the Services upon receiving the invoices, which clearly states claimed amount, submitted by respective Members for its share and in accordance with Schedule 4.
- (4) Each Member shall prepare invoices and provide to the Project Manager, together with all necessary supporting documents required by the Client and specified in the Main Contract. Leading Member shall thereafter prepare one single invoice in the name of Joint Venture based on the terms of payment provided in the Main Contract.
- (5) The invoices shall be issued in JPY and USD respectively.

Payment

- (6) Payments shall be made by the Client to the Leading Member against one single invoice in the name of Joint Venture submitted by the Leading Member. Once receiving the invoiced amount from the Client, the Leading Member shall pay to the other Members its amount in accordance with their invoices, in which the Leading Member has adjusted the certain amount set forth in the Form of Invoice in accordance with a separate Memorandum, if any. All payments to the Members shall be made within fifteen (15) days following receipt by the Leading Member through the bank transfer to the Member's bank account. Each Member shall notify in written form the name of the bank, account number, and swift code to the Leading Member.
- (7) An advance payment guarantee will be prepared by the Leading Member, provided that its premium shall be shared on pro rata basis indicated Schedule 4. An advance payment shall be transferred by the Leading Member to the Members' bank accounts within fifteen (15) days after the receipt of the advance payment from the Client and upon deducting the due amount for premium for the bank guarantee to be born by each Member.



Schedule 3
Manning Schedule and Allocation of the Obligations (Refer to Clause 4)

- (1) Each Member shall be responsible for performing and fulfilling obligations prescribed in the table attached "Job Responsibility Matrix" in accordance with the terms and conditions of the Main Contract.
- (2) The Members recognizes that all of the services intended to be within the Share of each Member may not be fully set forth therein. Accordingly, the Share of each Member shall be deemed to include also those services which are not specified, but which may reasonably be inferred, e.g. because of their close relation or inter-dependence in function or technical consortium, to be within the Share of each Member. Except as otherwise agreed between the Members, each Member shall, at no cost to the other Member, assume all risks and additional unrecoverable costs associated with such services.

Work Items		NK	NE	Chod ai	TEC
Part B	Project Management				
B.1	Establish and control practical project management system	⊙	---	---	---
Part C	Previous Studies Review and Establishing Detailed Engineering Design Framework				
C.1	Review previous studies	⊙	⊙	⊙	⊙
C.2	Establish detailed engineering design framework	⊙	⊙	⊙	⊙
Part D	Detailed Engineering Design and Procurement Planning				
D.1	Contract Packaging	⊙	---	---	---
D.2	Surveys and Investigations	⊙	---	○	⊙
D.3	Civil Engineering Design	⊙	⊙	⊙	⊙
D.4	O&M Plan and Design	⊙	---	---	---
D.5	ITS Plan and Design	⊙	---	---	---
D.6	Electrical Facilities Design	⊙	---	---	---
D.7	Public Utilities Relocation Plan	⊙	---	---	⊙
D.8	Safeguards	⊙	---	---	---
D.9	Construction Planning	⊙	---	---	---
D.10	Project Cost Estimate	⊙	---	---	---
D.11	Procurement Documents	○	---	○	⊙
D.12	Project Implementation Program	⊙	---	---	---
Part E	Procurement Assistance				
E.1	Assist in tendering procedures	---	---	---	⊙
Part F	Technology Transfer				
F.1	Provide training to VEC, PMU85 and relevant organizations	○	---	---	⊙
F.2	Provide training to key local professional staff	⊙	⊙	⊙	⊙

⊙ : Quality Responsibility and Work in-charge
○ : Work in-charge



Schedule 4
Financial Policy and Remuneration (Refer to Clause 16)

- (1) The financial amounts stipulated in Main Contract and its share among Members on remuneration basis are shown as following chart:

JPY

	NK	NE	CD	TEC	Total
Remuneration	240,350,000	21,000,000	62,100,000	70,000,000	393,450,000
Share of Remuneration for International Consultants (%)	61.1%	5.3%	15.8%	17.8%	100.0%

- (2) The allocation of contract amount for the Members are stipulated in the followings;

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Allocation of Contract Amount

Currencies JPY: Japanese Yen, USD: US Dollar

Costs	Amount									
	NK		NE		Chodai		TEC		Total	
	JPY	USD	JPY	USD	JPY	USD	JPY	USD	JPY	USD
Remuneration	240,350,000	696,000	21,000,000		62,100,000		70,000,000		393,450,000	696,000
Reimbursable	5,364,000	751,820	167,000	40,180	935,000	116,080	240,000	190,440	6,706,000	1,098,520
Miscellaneous Expenses		3,537,657								3,537,657
Subtotal (A)	245,714,000	4,985,477	21,167,000	40,180	63,035,000	116,080	70,240,000	190,440	400,156,000	5,332,177
Corporate Income Tax (CIT) (C)	12,932,315	262,394	1,114,053	2,115	3,317,632	6,109	3,696,842	10,023	21,060,842	280,641
VAT (10% of the sum of A, B and C) (D)	25,864,633	524,787	2,228,105	4,230	6,635,263	12,219	7,393,684	20,046	42,121,685	561,282
Total Amount of Cost Estimate (A+B+C+D)	284,510,948	5,772,658	24,509,158	46,525	72,987,895	134,408	81,330,526	220,509	463,338,527	6,174,100
Contingency (10% of the sum of A and B) (E)	24,571,400	498,548	2,116,700	4,018	6,303,500	11,608	7,024,000	19,044	40,015,600	533,218
Ground Total of Cost Estimate (A+B+C+D+E)	309,082,348	6,271,206	26,625,858	50,543	79,291,395	146,016	88,354,526	239,553	503,354,127	6,707,318

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BREAKDOWN OF REMUNERATION

No.	Name	Position	Firm	Input (months)	Remuneration Currencies Rate	Amount				
						NK	NE	Chodai	TEC	Total
International Consultant					JPY	JPY	JPY	JPY	JPY	JPY
I1	Ichizuru Ishimoto	Project Manager/Team Leader	NK	14.0	2,250,000	31,500,000				31,500,000
I2	Akira Magario	Senior Highway Engineer	NK	13.0	1,900,000	24,700,000				24,700,000
I3	Takehiko Tsuji	Road Safety Audit Specialist	NK	3.0	1,750,000	5,250,000				5,250,000
I4	Yoshinori Abe	Senior Bridge Engineer	Chodai	13.0	1,900,000			24,700,000		24,700,000
I5	Koji Nakai	Highway Engineer 1	NK	12.0	1,800,000	21,600,000				21,600,000
I6	Tetsuya Maeda	Bridge/Structural Engineer 1	NK	12.0	1,800,000	21,600,000				21,600,000
I7	Yoshiaki Nakakubo	Bridge/Structural Engineer 2	Chodai	4.0	1,700,000			6,800,000		6,800,000
I8	Decha Sa-ngaunprasith	Highway Engineer 2	TEC	12.0	1,200,000				14,400,000	14,400,000
I9	Hiroo Jin	Bridge/Structural Engineer 3	NE	12.0	1,750,000		21,000,000			21,000,000
I10	Yuichi Sano	Bridge/Structural Engineer 4	NK	4.0	1,700,000	6,800,000				6,800,000
I11	Chanchai Techashongs	Senior Interchange Specialist	TEC	7.0	1,300,000				9,100,000	9,100,000
I12	Hiroyuki Yokoyama	Bridge/Structural Engineer 5	Chodai	11.0	1,700,000			18,700,000		18,700,000
I13	Wako Noto	Tunnel Engineer	NK	4.0	1,750,000	7,000,000				7,000,000
I14	Manoon Arayasiri	Soil/Geotechnical Engineer 1 (Slope)	TEC	2.0	1,300,000				2,600,000	2,600,000
I15	Suvichai_Methpreechak	Soft Ground Treatment Specialist	TEC	3.0	1,300,000				3,900,000	3,900,000
I16	Suntichai Horpaopan	Drainage Engineer	TEC	7.0	1,200,000				8,400,000	8,400,000
I17	Arristeo B. RABAJANTE	River Engineer	NK	2.0	1,200,000	2,400,000				2,400,000
I18	Akira Yanagisawa	Bridge/Structural Engineer 6	Chodai	7.0	1,700,000			11,900,000		11,900,000
I19	Bundit Kitsuwannarut	Pavement/Material Engineer	TEC	4.0	1,200,000				4,800,000	4,800,000
I20	Kazuhiro Ishizuka	Survey Engineer	NK	6.0	1,700,000	10,200,000				10,200,000
I21	Jirarote Piyapompong	Soil/Geotechnical Engineer 2	TEC	5.0	1,200,000				6,000,000	6,000,000
I22	Seichiro Kanai	Geological Engineer (Tunnel)	NK	2.0	1,750,000	3,500,000				3,500,000
I23	Khadananda Lamsal	Senior Hydrologist	NK	3.0	1,800,000	5,400,000				5,400,000
I24	Silver Yance	Inundation Analyst	NK	3.0	1,750,000	5,250,000				5,250,000
I25	Shigeki Takahashi	Operating & Maintenance Specialist	NK	4.0	1,750,000	7,000,000				7,000,000
I26	Yuichi Tsujimoto	Expressway Management Unit Specialist	NK	2.0	1,700,000	3,400,000				3,400,000
I27	Hisanori Tomitaka	Traffic Management Specialist	NK	2.0	1,800,000	3,600,000				3,600,000
I28	Kyoichi Takeuchi	Asset Management Specialist	NK	2.0	1,700,000	3,400,000				3,400,000
I29	Yoshinori Yamazaki	Architect	NK	3.0	1,750,000	5,250,000				5,250,000
I30	Koichi Nishimura	ITS Specialist	NK	5.0	1,700,000	8,500,000				8,500,000
I31	Masahiro Sakagami	Communication System Engineer	NK	3.0	1,700,000	5,100,000				5,100,000
I32	Eiji Matsuda	Senior Electrical Engineer	NK	7.0	1,700,000	11,900,000				11,900,000
I33	Masashi Iwamoto	Toll Collection System Specialist	NK	4.0	1,700,000	6,800,000				6,800,000
I34	Masayuki Iwashita	Construction Planner/Cost Estimator	NK	11.0	1,700,000	18,700,000				18,700,000
I35	Anothai Boonthikul	Senior Procurement/Contract Specialist	TEC	12.0	1,300,000				15,600,000	15,600,000
I36	Yasuhira Minami	Social and Environmental Specialist	NK	5.0	1,700,000	8,500,000				8,500,000
I37	Vu Ngoc Long	Resettlement Specialist	NK	10.0	1,300,000	13,000,000				13,000,000
I38	Noppong Unhabhokha	Training Specialist	TEC	4.0	1,300,000				5,200,000	5,200,000
Sub-total (A)				239.0		240,350,000	21,000,000	62,100,000	70,000,000	393,450,000

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

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

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No.	Name	Position	Firm	Input (months)	Remuneration Currencies Rate	Amount				
						NK	NE	Chodai	TEC	Total
National Staff					USD	USD	USD	USD	USD	USD
S1	To be nominated	Office Manager	NK	14.0	1,000	14,000				14,000
S2	To be nominated	Bilingual Secretary 1	NK	14.0	600	8,400				8,400
S3	To be nominated	Accountant	NK	14.0	800	11,200				11,200
S4	To be nominated	Translator 1	NK	14.0	600	8,400				8,400
S5	To be nominated	Translator 2	NK	12.0	600	7,200				7,200
S6	To be nominated	Translator 3	NK	12.0	600	7,200				7,200
S7	To be nominated	Translator 4	NK	12.0	600	7,200				7,200
S8	To be nominated	Translator 5	NK	12.0	600	7,200				7,200
S9	To be nominated	CAD Operator 1	NK	14.0	600	8,400				8,400
S10	To be nominated	CAD Operator 2	NK	4.0	600	2,400				2,400
S11	To be nominated	Guard 1	NK	14.0	300	4,200				4,200
S12	To be nominated	Guard 2	NK	14.0	300	4,200				4,200
S13	To be nominated	Bilingual Secretary 2	NK	12.0	600	7,200				7,200
S14	To be nominated	CAD Operator 3	NK	12.0	600	7,200				7,200
S15	To be nominated	CAD Operator 4	NK	12.0	600	7,200				7,200
S16	To be nominated	CAD Operator 5	NK	12.0	600	7,200				7,200
S17	To be nominated	CAD Operator 6	NK	12.0	600	7,200				7,200
S18	To be nominated	Bilingual Secretary 3	NK	12.0	600	7,200				7,200
S19	To be nominated	CAD Operator 7	NK	12.0	600	7,200				7,200
S20	To be nominated	Bilingual Secretary 4	NK	8.0	600	4,800				4,800
S21	To be nominated	CAD Operator 8	NK	8.0	600	4,800				4,800
Sub-total (C)				250.0		150,000				150,000
Total (A) (JPY)						240,350,000	21,000,000	62,100,000	70,000,000	393,450,000
Total (B+C) (USD)						696,000				696,000

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BREAKDOWN OF REIMBURSABLES

No.	Description	Unit	Quantity	Amount											
				Unit Price		NK		NE		Chodai		TEC		Total	
				JPY	USD	JPY	USD	JPY	USD	JPY	USD	JPY	USD	JPY	USD
1.	<u>International Flights</u>					5,364,000	4,620	167,000	580	935,000	580	240,000	5,640	6,706,000	11,420
1-1	Air Tickets purchased outside of Vietnam (fixed unit rate)														
	a1. Tokyo - Hanoi - Danang (Over 1year)	One Way	6	147,000		588,000		147,000		147,000				882,000	
	a2. Danang-Hanoi-Tokyo (Over 1year)	One Way	6		580		2,320		580		580				3,480
	b. Tokyo - Hanoi - Danang (less than 1year)	Round Trip	10	236,000		1,652,000				708,000				2,360,000	
	c. Tokyo - Hanoi - Danang (Less than 3months)	Round Trip	16	159,000		2,544,000								2,544,000	
	d. Manila - HCMC - Danang (Less than 3months)	Round Trip	1		1,000		1,000								1,000
	d. Brisbane - SGN - Danang (Less than 3months)	Round Trip	1		1,300		1,300								1,300
	e. Bangkok - HCMC - Danang (less than 1year)	Round Trip	6		530								3,180		3,180
	f. Bangkok - HCMC - Danang (Less than 3months)	Round Trip	6		410								2,460		2,460
1-2	Miscellaneous Travel Expense (fixed unit rate) (Visa application, Inland Travel Cost and others)	Round Trip	46	20,000		580,000		20,000		80,000		240,000		920,000	
2.	<u>Perdiem Allowance (fixed unit rate)</u>					286,800		18,000		52,500		84,000		441,300	
2-1	International Consultant	months	239		1,500		204,000		18,000		52,500		84,000		358,500
2-2	National Consultant (for the experts mobilized from outside Danang)	months	276		300		82,800								82,800
3.	<u>Accommodation Allowance (fixed unit rate)</u>					369,000		21,600		63,000		100,800		554,400	
3-1	International Consultant	months	239		1,800		244,800		21,600		63,000		100,800		430,200
3-3	National Consultant (for the experts mobilized from outside Danang)	months	276		450		124,200								124,200
4.	<u>Local Transportation Cost</u>					11,400								11,400	
	<u>International Consultant</u>														
4-1	Air Ticket (fixed unit rate)														
	a. Danang-Hanoi for duty Trip	Round Trip	30		100		3,000								3,000
	<u>National Consultant</u>														
4-2	Air Ticket (fixed unit rate)														
	a) Hanoi/HCMC-Danang for mobilization	Round Trip	45		120		5,400								5,400
	c) Danang-Hanoi for duty Trip	Round Trip	30		100		3,000								3,000
5.	<u>Office Rental Cost (fixed unit rate)</u>					80,000								80,000	
5-1	Main Office at Danang	months	14		4,800		67,200								67,200
5-2	Branch Office at Hanoi	months	8		1,600		12,800								12,800
Total						5,364,000	751,820	167,000	40,180	935,000	116,080	240,000	190,440	6,706,000	1,098,520

P

BREAKDOWN OF MISCELLANEOUS EXPENSES

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