### **APPENDICES**

# Appendix 2 - A Key Vietnamese Legal Documents Governing Binh Duong Water Plant Project

No.	Documents	Key content
Inves	stment Conditions and	d Procedures
Gene	ral	
1	Law 59/2005/QH11	Regulating investment activities for business purposes, rights and obligations of investors and Vietnamese government's guarantee about such rights and obligations; encouragement of investment and investment incentives; state administration of investment activities in Vietnam.
2	Decree 108/2006/ND-CP	Detailing and guiding the implementation of a number of articles of the November 29, 2005 Law on Investment regarding investment activities for business purposes; rights and obligations of investors; guarantees for legitimate rights and interests of investors; investment encouragement and incentives; and state management of investment in Vietnam.
3	Resolution 49/2010/QH12	List of projects and works of national importance to be submitted to the National Assembly for decision on their investment.
ВОТ	Regulations	
4	Decree 108/2009/ND-CP	Regulating investment in the form of BOT, BTO and BT contracts.
5	Decree 24/2011/ND-CP	Amending and supplementing a number of articles of Decree No. 108/2009/ND-CP on investment in the form of BOT, BTO and BT contracts.
6	Circular 03/2011/TT- BKHDT	Guiding a number of provisions of the government's Decree No. 108/2009/ND-CP on investment in the form of BOT, BTO, BT contracts.
PPP	Regulations	
7	Decision 71/2010/QD-TTg	Regulations on pilot investment in the public-private partnership form.
Gove	ernment Guarantee	
8	Decree 15/2011/ND-CP	Providing the provision of government guarantee; management of government guarantee and responsibilities of agencies in the provision and management of government guarantee for domestic and foreign loans, including issue of domestic and international bonds
Proje	ect Company's Organ	nization and Management
9	Law 60/2005/QH11	Regulations on establishment, management organization, and operation of limited liability company, joint stock company, partnership and private enterprises.
10	Decree 43/2010/ND-CP	Regulations on company registration.
11	Decree 102/2010/ND-CP	Guiding in detail a number of articles of the Law on Enterprises regarding the establishment, management organization, operation, reorganization and dissolution of enterprises.
12	Circular 01/2013/TT- BKHDT	Specifying the contents of documentation, the order, procedure, and some issues related to the registration of enterprises.

No.	Documents	Key content
Wate	er Industry	
13	Decision 81/2006/QD-TTg	Approving the national strategy on water resources to 2020.
14	Law 17/2012/QH13	Providing regulations on management, protection, exploitation and use of water resources, as well as the prevention of, combat against and overcoming of harmful effects caused by water in Vietnam.
15	Decree 117/2007/ND-CP	Regulating activities in the domains of production, supply and consumption of clean water under the complete concentrated water supply systems in urban areas, rural areas, industrial parks, export processing zones, hi-tech parks and economic zones; the rights and obligations of organizations, individuals and households engaged in activities related to clean water production, supply and consumption in the Vietnamese territory.
16	Decree 124/2011/ND-CP	Amending and supplementing some Articles of Decree No.117/2007/ND-CP dated July 11, 2007 by the Government on the production, supply, and consumption of clean water.
17	Decree 149/2004/ND-CP	Regulating the issuance, extension, change, invalidation and withdrawal of permits for water resource exploration, exploitation and use, or discharge of wastewater into water source.
18	Decree 38/2011/ND-CP	Amending and supplementing a number of articles of Decree 149/2004/ND-CP.
19	Circular 02/2005/TT- BTNMT	Detail guidelines on: granting and issuing, renewing, amending, suspending and revoking licenses for groundwater exploration, groundwater abstraction and utilization, surface water exploitation and utilization, and waste water discharge into water sources including rivers, streams, coastal waters, reservoirs, lakes, ponds; the regulation of application forms and dossiers, and the form of licenses.
20	Circular 01/2008/TT-BXD	Guiding the implementation of Decree 117/2007/ND-CP on clean water production, supply and consumption.
21	75/2012/TTLT- BTC-BXD- BNNPTNT	Guiding principles and method of determination and competence to decide water consumption price in the urban areas, industrial zones and rural areas.
22	Circular 88/2012/TT-BTC	Promulgating together with this Circular the consumption price bracket of domestic clean water.
23	Circular 04/2009/TT-BYT	National Technical Regulation on the Drinking Water Quality.
24	Decision 14/2004/QĐ-BXD	Cost standards (material) for calculation of water production costs.
25	Decision 11/2011/QĐ- UBND	Promulgating water price for household and business consumption in Binh Duong Province
Envi	ronmental Protection	Regulations
26	Law 52/2005/QH11	Providing for environmental protection; for policies, measures and resources for environmental protection; and for the rights and obligations of organizations, households and individuals for environmental protection.
27	Decree 80/2006/ND-CP	Detailing and guiding the implementation of a number of articles of the Law on Environmental Protection regarding environmental standards; strategic environmental assessment; environmental impact assessment and environmental protection commitments; environmental protection in production, business and services; hazardous waste management; and disclosure of environmental information and data.

No.	Documents	Key content
28	Decree 21/2008/ND-CP	Amending and supplementing a number of articles of the Government's Decree No. 80/2006/ND-CP dated August 9, 2006, detailing and guiding the implementation of a number of articles of the Law on Environmental Protection
Cons	truction Regulations	
29	Law 16/2003/QH11	Prescribes construction activities; and rights and obligations of organizations and individuals that invest in the construction of works and conduct construction activities.
30	Law 38/2009/QH12	Amending and supplementing a number of articles of the Construction Law 16/2003/QH11
31	Law 61/2005/QH11	Regulates tendering activities in order to select contractors for provision of consultancy services, for procurement of goods, and for construction and installation for tender packages belonging to the following projects:
		<ul> <li>Investment and development projects financed by the State as to thirty (30) per cent or more;</li> <li>Projects financed by the State for procurement of assets for the purpose of maintaining regular activities of State bodies;</li> <li>Projects financed by the State for procurement of assets for the purpose of renovation or major repairs to equipment, production lines, building works and factories of State owned enterprises in which investment has already been made</li> </ul>
32	Decree 12/2009/ND-CP	Guiding the implementation of the Construction Law regarding the formulation, evaluation and approval of investment projects on the construction of works; the implementation of investment projects on the construction of works; and capability conditions of organizations and individuals engaged in construction activities
33	Decree 83/2009/ND-CP	Amending and supplementing a number of articles of the Government's Decree No. 12/2009/ND-CP on management of work construction investment projects
34	Decree 64/2012/ND-CP	Prescribing the conditions, order, procedures, and competence to grant construction permits; supervision of the construction under the construction permits; rights and responsibilities of organizations and individuals involved in construction permit issue and construction management under construction permits
35	Decree 85/2009/ND-CP	Guiding the Bidding Law and the selection of construction contractors under the Construction Law.
36	Decree 68/2012/NĐ-CP	Amending and supplementing a number of articles of the Government's Decree No. 85/2009/NĐ-CP dated September 15, 2009, guiding the implementation of the Law on Bidding and the selection of bidders in accordance with the Law on Construction.
37	Circular 10/2012/TT-BXD	Guiding in detail some contents of Decree 64/2012/ND-CP dated September 04, 2012 of the Government concerning issuance of construction permits.
38	Circular 04/2010/TT-BKH	Detailing dossiers of requirements on appointment of construction and installation contractors.
39	Circular 01/2010/TT-BKH	Detailing the making of construction and installation bidding dossiers.
40	Circular 05/2010/TT-BKH	Detailing the making of goods procurement bidding dossiers.
41	Circular 06/2010/TT-BKH	Detailing the making of consultancy service bidding dossiers.

No.	Documents	Key content
Fore	ign Exchange Contro	
rorc	igh Exchange Contro	
42	Ordinance	Governing foreign exchange activities in Vietnam.
	28/2008/PL- UBTVQH11	
43	Decree 160/2006/ND-CP	Detailing the implementation of a number of articles of the Ordinance on Foreign Exchange regarding foreign exchange activities of residents and nonresidents in current transactions, capital transactions, use of foreign exchange, provision of foreign exchange services, foreign currency markets and foreign exchange rates as well as the management of gold import and export in Vietnam.
44	Circular 186/2010/TT-BTC	Guiding the remittance abroad of profits earned by foreign organizations and individuals from direct investment in Vietnam.
Proj	ect Legal Basis	
45	Letter No. 1797/TTg-KNT of the Prime Minister	Approving in principle for construction of the pipeline system from Phuoc Hoa Lake to the central of Binh Duong Urban Zone.
46	Letter No. 399/QBND-SX of Binh Duong People's Committee	Approving for BIWASE to be the investor to construct the pipeline system from Phuoc Hoa Lake to the central of Binh Duong Urban Zone.
Labo	or and Wage Regulati	ions
47	Law 10/2012/QH13	Specifying the labor standards; the rights, obligations and responsibilities of the employees, the employers, the labor representative organizations, the employer representative organizations in the labor relation and other relations directly related to the labor relation, the State management of labor.
48	Decree 34/2008/ND-CP	Regulating the employment and administration of foreigners working in Vietnam; the order and procedures for issuance of work permits and the use of work permits; and the responsibilities of foreigners, employers and State bodies in the employment and administration of foreigners working in Vietnam.
49	Decree 46/2011/ND-CP	Amending, supplementing some Articles of the Decree No. 34/2008/ND-CP dated March 25. 2008 of the Government on employment and administration of foreign employees working in Vietnam.
50	Decree 103/2012/ND-CP	Stipulating the region-based minimum wage levels applied to laborers working for companies, enterprises, cooperatives, cooperative groups, farms, households and individuals and agencies, organizations employing laborers.
51	Circular 31/2011/TT- BLDTBXH	Guiding the implementation of Decree 34/2008/ND-CP and Decree 46/2011/ND-CP on employment and administration of foreign employees working in Vietnam.
52	Circular 29/2012/TT- BLDTBXH	Guiding the implementation of region-based minimum wage levels for laborers working for enterprises, companies, enterprises, cooperatives, cooperative groups, farms, households and individuals and agencies, organizations employing laborers.

### **Appendix 5 - A** Water Use Projection

1. New Residential Area and Existing Urban Area

26 27 28 29 30 31 32 33 34 <b>B</b> 36 <b>C</b>	City District/town  (2)  Bau Bang area  Res. area 5F Hamlet 5 (LU)  Res. area 5D Hamlet 5 (LU)  Res. area 5B Hamlet 5 (LU)	Population as planned	Utilizatio n factor (%)	Population	Water demand of households	Water demand of administrative	Water demand of businesses	Total water demand	Water leak and loss	Table 6 Plant
26 27 28 29 30 31 32 33 34 <b>B</b> 36 <b>C</b>	Bau Bang area Res. area 5F Hamlet 5 (LU) Res. area 5C Hamlet 5 (LU) Res. area 5D Hamlet 5 (LU) Res. area 5B Hamlet 5 (LU)	(3)			150l/capita/day (m3/day)	agencies 10% x (5) (m3/day)	15% x (5) (m3/day)	(5)+(6)+(7) (m3/day)	10% x (8) (m3/day)	capacity (m3/day)
26 27 28 29 30 31 32 33 34 <b>B</b> 36 <b>C</b>	Res. area 5F Hamlet 5 (LU) Res. area 5C Hamlet 5 (LU) Res. area 5D Hamlet 5 (LU) Res. area 5B Hamlet 5 (LU)		(4)		(5)	(6)	(7)	(8)	(9)	(10)
27 28 29 30 31 32 33 34 <b>B</b> 36 <b>C</b>	Res. area 5C Hamlet 5 (LU) Res. area 5D Hamlet 5 (LU) Res. area 5B Hamlet 5 (LU)									L
28 29 30 31 32 33 34 <b>B</b> 36 <b>C</b>	Res. area 5D Hamlet 5 (LU) Res. area 5B Hamlet 5 (LU)	26,920		0	0	0	0	0	0	0
29 30 31 32 33 34 <b>B</b> 36 <b>C</b>	Res. area 5B Hamlet 5 (LU)	4,000		0	0	0	0	0	0	0
30 31 32 33 34 <b>B</b> 36 <b>C</b>		11,864		0	0	0	0	0	0	0
31 32 33 34 <b>B</b> 36 <b>C</b> 37		10,704	1	107	16	2	2	20	2	22
32 33 34 <b>B</b> 36 <b>C</b> 37	Res. area 5E Hamlet 5 (LU)	5,200		0	0	0	0	0	0	0
33 34 B 36 C 37	Res. area 5A Hamlet 5 (LU)	12,824	1	128	19	2	3	24	2	26
34 B 36 C 37	Lai Hung Res. area	7,464	1	75	11	1	2	14	1	15
<b>B</b> 36 <b>C</b> 37	Royal Town area	10,864		0						L
36 C 37	Lai Hung Resettlement area	2,052		0						L
36 C 37	Total A	91,892.0		310		4.6	7.0	58.1	5.8	63.9
<b>C</b> 37	An Tay area									1
37	Rach Bap Res. area	10,000		0	0	0	0	0	0	0
37	Bac Ben Cat Urban area			0						1
37	Total B	10,000.0		0.0		0.0	0.0	0.0	0.0	0.0
	My Phuoc area									
	Cau Do Res. area	3,600	1	0						I
	My Phuoc 3 Res. area (Biconsi)	3,448		0						
	My Phuoc 4 Res. area (Thien Phu)	4,140		0						
	My Phuoc expanded Resettlement area	12,160	50	6,080	912	91	137	1,140	114	1,254
	Res. area Hamlet 3(TH)	12,212	4	488	73	7	11	92	9	101
	Thoi Hoa Resettlement housing area	6,264	4	251	38	4	6	47	5	52
	Res. area Hamlet 5C	14,440	<del>                                     </del>	0		· · · · · · · · · · · · · · · · · · ·				<u></u>
	Res. area Hamlet 5A	12,824		0						
	Res. area Hamlet 5B	7,092		0						
	Res. area Hamlet 3B	10,544	4	422	63	6	9	79	8	87
	Res. area Hamlet 2 (TT)	12,212	4	488	73	7	11	92	9	101
	Res. area Hamlet 3A (TT)	10,104	4	404	61	6	9	76	8	83
			4		77			96	10	
	Res. area Hamlet 1 (TH)	12,824	4	513 570	85	8 9	12 13	107	11	106 117
	My Phuoc 3 Res. area (TH)	14,240		408	61	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	9	77	8	84
51	Res. area Hamlet 6 (TH)	10,212	4			6				
	Res. area Hamlet 5 (CPH)	10,452	4	418	63	6	9	78	8	86
53	Res. area Hamlet 7 (CPH)	5,960	4	238	36	4	5	45	4	49
	Total C	162,728.0		10,280.0		154.2	231.3	1,927.7	192.8	2,120.4
D	Expanded VSIP II area									·
54	Res. area Hamlet 4 (TB)	11,880		0	0	0	0	0	0	0
	Suoi Tre Res. area	8,932		0	0	0	0	0	0	0
	Res. area Hamlet 1 (Vinh Tan)	6,904		0	0	0	0	0	0	0
	Res. area Hamlet 4 (Vinh Tan)	8,932	1	89	13	1	2	17	2	18
	Res. area Hamlet 5 (VT)	8,664	1	87	13	1	2	16	2	18
	Hoa Loi Res. area	5,268	1	53	8	1	1	10	11	11
35	Cong Xanh University area			0						
	Total D	50,580.0		229		3.4	5.1	42.9	4.3	47.2
Е	New City area									
	Hoa Loi Res. area	10,424	5	521	78	8	12	98	10	107
61	Hoa Loi Resettlement area	3,840	5	192	29	3	4	36	4	40
62	Dinh Hoa Resettlement area	2,260	5	113	17	2	3	21	2	23
	Phu My Resettlement area	3,624	5	181	27	3	4	34	3	37
	Tan Vinh Hiep Resettlement area	5,148	5	257	39	4	6	48	5	53
	Phu Chanh Resettlement area	5,944	5	297	45	4	7	56	6	61
	New Urban area	152,056	2	3,041	456	46	68	570	57	627
	Total E	183,296.0		4,602		69.0	103.6	863.1	86.3	949.4
	Grand total A+B+C+D+E = Z	498,496		15,421		231	347	2,892	289	3,181
F	Existing Urban area									
1	Thu Dau Mot city	266,039	44		17,559	1,756	2,634	21,948	2,195	24,143
2	Ben Cat	284,507	5		2,134	213	320	2,667	267	2,934
3	Tan Uyen	242,659	1		364	36	55	455	45	500
4	Thuan An City	455,559	44		30,067	3,007	4,510	37,584	3,758	41,342
	Di An City	356,409	44		23,523	2,352	3,528	29,404	2,940	32,344
-5	Total	793,205	<del>                                     </del>		73,646	7,365	11,047	92,058	9,206	101,264
5	Grand total Z + F				,	104,445	,	3=,000	0,200	,_5-

No.	City District/town	Population as planned	Utilizatio n factor (%)	Population	Water demand of households 150l/capita/day (m3/day)	Water demand of administrative agencies 10% x (5) (m3/day)	Water demand of businesses 15% x (5) (m3/day)	Total water demand (5)+(6)+(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)
(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)
Α	Bau Bang area									
26	Res. area 5F Hamlet 5 (LU)	26,920	1	269	40	4	6	50	5	56
27	Res. area 5C Hamlet 5 (LU)	4,000	1	40	6	1	1	8	1	8
28	Res. area 5D Hamlet 5 (LU)	11,864	1	119	18	2	3	22	2	24
29	Res. area 5B Hamlet 5 (LU)	10,704	5	535	80	8	12	100	10	110
	Res. area 5E Hamlet 5 (LU)	5,200	1	52	8	1	1	10	11	11
31	Res. area 5A Hamlet 5 (LU)	12,824	5	641	96	10	14	120	12	132
32	Lai Hung Res. area	7,464	5	373	56	6	8	70	7	77
33	Royal Town area	10,864	1	109	16	2	2	20	2	22
34	Lai Hung Resettlement area	2,052	1	21	3	0	0	4	0	4
	Total A	91,892.0		2,159		32.4	48.6	404.7	40.5	445.2
В	An Tay area									
36	Rach Bap Res. area	10,000	1	100	15	2	2	19	2	21
	Bac Ben Cat Urban area			0						
	Total B	10,000.0		100		1.5	2.3	18.8	1.9	20.6
	My Phuoc area									
37	Cau Do Res. area	3,600	1	36	5	1	1	7	1	7
38	My Phuoc 3 Res. area (Biconsi)	3,448	1	34	5	1	1	6	1	7
	My Phuoc 4 Res. area (Thien Phu)	4,140	1	41	6	1	1	8	1	9
	My Phuoc expanded Resettlement area	12,160	60	7,296	1,094	109	164	1,368	137	1,505
41	Res. area Hamlet 3(TH)	12,212	10	1,221	183	18	27	229	23	252
42	Thoi Hoa Resettlement housing area	6,264	10	626	94	9	14	117	12	129
43	Res. area Hamlet 5C	14,440	1	144	22	2	3	27	3	30
44	Res. area Hamlet 5A	12,824	1	128	19	2	3	24	2	26
45	Res. area Hamlet 5B	7,092	1	71	11	1	2	13	1	15
46	Res. area Hamlet 2 (TH)	10,544	10	1,054	158	16	24	198	20	217
47	Res. area Hamlet 3A (TH)	12,212	10	1,221	183	18	27	229	23	252
48	Res. area Hamlet 3B (TH)	10,104	10	1,010	152	15	23	189	19	208
49	Res. area Hamlet 1 (TH)	12,824	10	1,282	192	19	29	240	24	264
50	My Phuoc 3 Res. area (TH)	14,240	10	1,424	214	21	32	267	27	294
51	Res. area Hamlet 6 (TH)	10,212	10	1,021	153	15	23	191	19	211
52	Res. area Hamlet 5 (CPH)	10,452	10	1,045	157	16	24	196	20	216
53	Res. area Hamlet 7 (CPH)	5,960	10	596	89	9	13	112	11	123
	Total C	162,728.0		18,250		273.8	410.7	3,422.6	342.3	3,764.9
D	Expanded VSIP II area									
54	Res. area Hamlet 4 (TB)	11,880	1	119	18	2	3	22	2	25
55	Suoi Tre Res. area	8,932	1	89	13	1	2	17	2	18
56	Res. area Hamlet 1 (Vinh Tan)	6,904	1	69	10	1	2	13	11	14
57	Res. area Hamlet 4 (Vinh Tan)	8,932	5	447	67	7	10	84	8	92
58	Res. area Hamlet 5 (VT)	8,664	5	433	65	6	10	81	8	89
59	Hoa Loi Res. area	5,268	5	263	40	4	6	49	5	54
35	Cong Xanh University area			0						
	Total D	50,580.0		0 <b>1,420</b>		21.3	32.0	266.3	26.6	292.9
E	Total D New City area			1,420						
<b>E</b>	Total D New City area Hoa Loi Res. area	10,424	10	<b>1,420</b> 1,042	156	16	23	195	20	215
<b>E</b> 60 61	Total D New City area Hoa Loi Res. area Hoa Loi Resettlement area	10,424 3,840	10	1,420 1,042 384	58	16 6	23 9	195 72	20 7	215 79
<b>E</b> 60 61 62	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area	10,424 3,840 2,260	10 10	1,420 1,042 384 226	58 34	16 6 3	23 9 5	195 72 42	20 7 4	215 79 47
<b>E</b> 60 61 62 63	Total D  New City area  Hoa Loi Res. area  Hoa Loi Resettlement area  Dinh Hoa Resettlement area  Phu My Resettlement area	10,424 3,840 2,260 3,624	10 10 10	1,420 1,042 384 226 362	58 34 54	16 6 3 5	23 9 5 8	195 72 42 68	20 7 4 7	215 79 47 75
<b>E</b> 60 61 62 63 64	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area Phu My Resettlement area Tan Vinh Hiep Resettlement area	10,424 3,840 2,260 3,624 5,148	10 10 10 10	1,420 1,042 384 226 362 515	58 34 54 77	16 6 3 5	23 9 5 8	195 72 42 68 97	20 7 4 7 10	215 79 47 75 106
60 61 62 63 64 65	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area Phu My Resettlement area Tan Vinh Hiep Resettlement area Phu Chanh Resettlement area	10,424 3,840 2,260 3,624 5,148 5,944	10 10 10 10 10	1,420 1,042 384 226 362 515 594	58 34 54 77 89	16 6 3 5 8	23 9 5 8 12	195 72 42 68 97 111	20 7 4 7 10	215 79 47 75 106 123
E 60 61 62 63 64	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area Phu My Resettlement area Tan Vinh Hiep Resettlement area Phu Chanh Resettlement area New Urban area	10,424 3,840 2,260 3,624 5,148 5,944 152,056	10 10 10 10	1,420 1,042 384 226 362 515 594 7,603	58 34 54 77	16 6 3 5 8 9	23 9 5 8 12 13	195 72 42 68 97 111 1,426	20 7 4 7 10 11 143	215 79 47 75 106 123 1,568
60 61 62 63 64 65	Total D  New City area Hoa Loi Resettlement area Dinh Hoa Resettlement area Phu My Resettlement area Tan Vinh Hiep Resettlement area Phu Chanh Resettlement area New Urban area Total E	10,424 3,840 2,260 3,624 5,148 5,944 152,056 <b>183,296.0</b>	10 10 10 10 10	1,420 1,042 384 226 362 515 594 7,603 10,726	58 34 54 77 89	16 6 3 5 8 9 114 160.9	23 9 5 8 12 13 171 241.4	195 72 42 68 97 111 1,426 <b>2,011.3</b>	20 7 4 7 10 11 143 201.1	215 79 47 75 106 123 1,568 <b>2,212.4</b>
60 61 62 63 64 65 66	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area Phu My Resettlement area Tan Vinh Hiep Resettlement area Phu Chanh Resettlement area New Urban area Total E  Grand total A+B+C+D+E = Z	10,424 3,840 2,260 3,624 5,148 5,944 152,056	10 10 10 10 10	1,420 1,042 384 226 362 515 594 7,603	58 34 54 77 89	16 6 3 5 8 9	23 9 5 8 12 13	195 72 42 68 97 111 1,426	20 7 4 7 10 11 143	215 79 47 75 106 123 1,568
60 61 62 63 64 65 66	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area Phu My Resettlement area Tan Vinh Hiep Resettlement area Phu Chanh Resettlement area New Urban area Total E Grand total A+B+C+D+E = Z Existing Urban area	10,424 3,840 2,260 3,624 5,148 5,944 152,056 183,296.0 498,496	10 10 10 10 10 10 5	1,420 1,042 384 226 362 515 594 7,603 10,726	58 34 54 77 89 1,140	16 6 3 5 8 9 114 160.9 490	23 9 5 8 12 13 171 241.4 735	195 72 42 68 97 111 1,426 2,011.3 6,124	20 7 4 7 10 11 143 201.1 612	215 79 47 75 106 123 1,568 2,212.4 6,736
E 60 61 62 63 64 65 66 F	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area Dinh Hoa Resettlement area Tan Vinh Hiep Resettlement area Phu Chanh Resettlement area New Urban area Total E  Grand total A+B+C+D+E = Z  Existing Urban area Thu Dau Mot city	10,424 3,840 2,260 3,624 5,148 5,944 152,056 183,296.0 498,496	10 10 10 10 10 10 5	1,420 1,042 384 226 362 515 594 7,603 10,726	58 34 54 77 89 1,140	16 6 3 5 8 9 114 160.9 490	23 9 5 8 12 13 171 241.4 735	195 72 42 68 97 111 1,426 2,011.3 6,124	20 7 4 7 10 11 143 201.1 612	215 79 47 75 106 123 1,568 2,212.4 6,736
E 60 61 62 63 64 65 66 F 1 2	Total D  New City area  Hoa Loi Res. area  Hoa Loi Resettlement area  Dinh Hoa Resettlement area  Phu My Resettlement area  Tan Vinh Hiep Resettlement area  Phu Chanh Resettlement area  New Urban area  Total E  Grand total A+B+C+D+E = Z  Existing Urban area  Thu Dau Mot city  Ben Cat	10,424 3,840 2,260 3,624 5,148 5,944 152,056 183,296.0 498,496 314,469 427,718	10 10 10 10 10 5 5	1,420 1,042 384 226 362 515 594 7,603 10,726	58 34 54 77 89 1,140 23,585 6,416	16 6 3 5 8 9 114 160.9 490	23 9 5 8 12 13 171 241.4 735 3,538 962	195 72 42 68 97 111 1,426 2,011.3 6,124 29,481 8,020	20 7 4 7 10 11 143 201.1 612	215 79 47 75 106 123 1,568 2,212.4 6,736 32,430 8,822
E 60 61 62 63 64 65 66 F 1 2 3	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area Phu My Resettlement area Phu My Resettlement area Phu Chanh Resettlement area Phu Chanh Resettlement area New Urban area Total E Grand total A+B+C+D+E = Z Existing Urban area Thu Dau Mot city Ben Cat Tan Uyen	10,424 3,840 2,260 3,624 5,148 5,944 152,056 183,296.0 498,496 314,469 427,718 285,875	10 10 10 10 10 5 5 50 10 5	1,420 1,042 384 226 362 515 594 7,603 10,726	58 34 54 77 89 1,140 23,585 6,416 2,144	16 6 3 5 8 9 114 160.9 490	23 9 5 8 12 13 171 241.4 735 3,538 962 322	195 72 42 68 97 111 1,426 2,011.3 6,124  29,481 8,020 2,680	20 7 4 7 10 11 143 201.1 612 2,948 802 268	215 79 47 75 106 123 1,568 2,212.4 6,736 32,430 8,822 2,948
E 60 61 62 63 64 65 66 F 1 2 3 4	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area Dinh Hoa Resettlement area Tan Vinh Hiep Resettlement area Phu Chanh Resettlement area New Urban area Total E Grand total A+B+C+D+E = Z Existing Urban area Thu Dau Mot city Ben Cat Tan Uyen Thuan An City	10,424 3,840 2,260 3,624 5,148 5,944 152,056 183,296.0 498,496 314,469 427,718 285,875 542,578	10 10 10 10 10 5 5 50 10 5	1,420 1,042 384 226 362 515 594 7,603 10,726	58 34 54 77 89 1,140 23,585 6,416 2,144 40,693	16 6 3 5 8 9 1114 160.9 490 2,359 642 214 4,069	23 9 5 8 12 13 171 241.4 735 3,538 962 322 6,104	195 72 42 68 97 111 1,426 2,011.3 6,124 8,020 2,680 50,867	20 7 4 7 10 11 143 201.1 612 2,948 802 268 5,087	215 79 47 75 106 123 1,568 2,212.4 6,736 32,430 8,822 2,948 55,953
E 60 61 62 63 64 65 66 F 1 2 3	Total D  New City area Hoa Loi Res. area Hoa Loi Resettlement area Dinh Hoa Resettlement area Phu My Resettlement area Phu My Resettlement area Phu Chanh Resettlement area Phu Chanh Resettlement area New Urban area Total E Grand total A+B+C+D+E = Z Existing Urban area Thu Dau Mot city Ben Cat Tan Uyen	10,424 3,840 2,260 3,624 5,148 5,944 152,056 183,296.0 498,496 314,469 427,718 285,875	10 10 10 10 10 5 5 50 10 5	1,420 1,042 384 226 362 515 594 7,603 10,726	58 34 54 77 89 1,140 23,585 6,416 2,144	16 6 3 5 8 9 114 160.9 490	23 9 5 8 12 13 171 241.4 735 3,538 962 322	195 72 42 68 97 111 1,426 2,011.3 6,124  29,481 8,020 2,680	20 7 4 7 10 11 143 201.1 612 2,948 802 268	215 79 47 75 106 123 1,568 2,212.4 6,736 32,430 8,822 2,948

Year	<u>2020</u>									
No.	City District/town	Population as planned	Utilizatio n factor (%)	Population	Water demand of households 150l/capita/day (m3/day)	Water demand of administrative agencies 10% x (5) (m3/day)	Water demand of businesses 15% x (5) (m3/day)	Total water demand (5)+(6)+(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)
(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)
Α	Bau Bang area		ļ <u>.</u>						~=	
26	Res. area 5F Hamlet 5 (LU)	26,920	5	1,346	202	20	30	252	25	278
27	Res. area 5C Hamlet 5 (LU)	4,000	5	200	30	3	5	38	4	41
	Res. area 5D Hamlet 5 (LU)	11,864	5	593	89	9	13	111	11	122
29	Res. area 5B Hamlet 5 (LU)	10,704	15	1,606	241	24	36	301	30	331
30	Res. area 5E Hamlet 5 (LU)	5,200	5	260	39 289	4 29	6 43	49 361	5 36	54 397
	Res. area 5A Hamlet 5 (LU)	12,824	15	1,924			25			
32	Lai Hung Res. area Royal Town area	7,464 10,864	15 5	1,120 543	168 81	17 8	12	210 102	21 10	231 112
34	Lai Hung Resettlement area	2,052	5	103	15	2	2	102	2	21
- 34	Total A	91,892.0	3	7,695	15	115.4	173.1	1,442.6	144.3	1,586.8
В	An Tay area	91,892.0		7,695		115.4	1/3.1	1,442.0	144.3	1,586.8
36		10,000	5	500	75	8	11	94	9	103
36	Rach Bap Res. area Bac Ben Cat Urban area	10,000	- 3	0	/5	8	11	94	9	103
	Total B	10,000.0		500		7.5	11.3	93.8	9.4	103.1
С		10,000.0		300		7.5	11.3	93.0	9.4	103.1
	My Phuoc area Cau Do Res. area	3,600		180	27	3	4	34	3	37
	My Phuoc 3 Res. area (Biconsi)	3,448	5 5	172	26	3	4	32	3	36
		4,140	5	207	31	3	5	39	4	43
	My Phuoc 4 Res. area (Thien Phu)  My Phuoc expanded Resettlement area	12,160	70	8,512	1,277	128	192	1,596	160	1,756
	Res. area Hamlet 3(TH)	12,160	20	2.442	366	37	55	458	46	504
	Thoi Hoa Resettlement housing area	6,264	20	1,253	188	19	28	235	23	258
43	Res. area Hamlet 5C	14,440	5	722	108	11	16	135	14	149
	Res. area Hamlet 5A	12,824	5	641	96	10	14	120	12	132
	Res. area Hamlet 5B	7,092	5	355	53	5	8	66	7	73
	Res. area Hamlet 2 (TH)	10,544	20	2,109	316	32	47	395	40	435
47	Res. area Hamlet 3A (TH)	12,212	20	2,109	366	37	55	458	46	504
48	Res. area Hamlet 3B (TH)	10,104	20	2,442	303	30	45	379	38	417
	Res. area Hamlet 1 (TH)	12,824	20	2,565	385	38	58	481	48	529
50	My Phuoc 3 Res. area (TH)	14,240	20	2,848	427	43	64	534	53	587
51	Res. area Hamlet 6 (TH)	10,212	20	2,042	306	31	46	383	38	421
52	Res. area Hamlet 5 (CPH)	10,452	20	2,042	314	31	47	392	39	431
	Res. area Hamlet 7 (CPH)	5,960	20	1,192	179	18	27	224	22	246
- 33	Total C	162,728.0	20	31,793	175	476.9	715.4	5,961.4	596.1	6,557.5
D	Expanded VSIP II area	102,720.0		31,733		470.3	713.4	3,301.4	330.1	0,337.3
54	Res. area Hamlet 4 (TB)	11,880	5	594	89	9	13	111	11	123
55	Suoi Tre Res. area	8,932	5	447	67	7	10	84	8	92
	Res. area Hamlet 1 (Vinh Tan)	6,904	5	345	52	5	8	65	6	71
57	Res. area Hamlet 4 (Vinh Tan)	8,932	15	1,340	201	20	30	251	25	276
58	Res. area Hamlet 5 (VT)	8,664	15	1,300	195	19	29	244	24	268
59	Hoa Loi Res. area	5,268	15	790	119	12	18	148	15	163
	Cong Xanh University area	3,200		0		·				
	Total D	50,580.0		4,816		72.2	108.3	902.9	90.3	993.2
E	New City area			.,						
	Hoa Loi Res. area	10,424	20	2,085	313	31	47	391	39	430
	Hoa Loi Resettlement area	3,840	20	768	115	12	17	144	14	158
~~~~	Dinh Hoa Resettlement area	2,260	20	452	68	7	10	85	8	93
	Phu My Resettlement area	3,624	20	725	109	11	16	136	14	149
64		5,148	20	1,030	154	15	23	193	19	212
	Phu Chanh Resettlement area	5,944	20	1,189	178	18	27	223	22	245
	New Urban area	152,056	15	22,808	3,421	342	513	4,277	428	4,704
	Total E	183,296.0		29,057		435.8	653.8	5,448.1	544.8	5,992.9
	Grand total A+B+C+D+E = Z	498,496		73,861		1,108	1,662	13,849	1,385	15,234
F	Existing Urban area									
1	Thu Dau Mot city	413,250	60		37,193	3,719	5,579	46,491	4,649	51,140
2	Ben Cat	861,314	20		25,839	2,584	3,876	32,299	3,230	35,529
3	Tan Uyen	374,058	10		5,611	561	842	7,014	701	7,715
4	Thuan An City	726,092	60		65,348	6,535	9,802	81,685	8,169	89,854
5	Di An City	568,062	60		51,126	5,113	7,669	63,907	6,391	70,298
Ь.	Total	2,942,776			185,117	18,512	27,767	231,396	23,140	254,535
	Grand total Z + F					269,769				

Year	<u>2025</u>												
No.	City District/town	Population as planned	Utilizatio n factor (%)	Population	Water demand of households 150l/capita/day (m3/day)	Water demand of administrative agencies 10% x (5) (m3/day)	Water demand of businesses 15% x (5) (m3/day)	Total water demand (5)+(6)+(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)			
(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)			
Α	Bau Bang area												
	Res. area 5F Hamlet 5 (LU)	26,920	15	4,038	606	61	91	757	76	833			
27	Res. area 5C Hamlet 5 (LU)	4,000	15	600	90	9	14	113	11	124			
	Res. area 5D Hamlet 5 (LU)	11,864	15	1,780	267	27	40	334	33	367			
	Res. area 5B Hamlet 5 (LU)	10,704	25	2,676	401	40	60	502	50	552			
30	Res. area 5E Hamlet 5 (LU)	5,200	15 25	780	117 481	12 48	18 72	146 601	15 60	161 661			
	Res. area 5A Hamlet 5 (LU)	12,824		3,206	280	28	42	350	35	385			
32	Lai Hung Res. area Royal Town area	7,464 10,864	25 15	1,866 1,630	244	24	37	306	35	336			
34	Lai Hung Resettlement area	2,052	15	308	46	5	7	58	6	63			
- 34	Total A	91,892.0	13	16,884	40	253.2	379.9	3,165.6	316.6	3,482.1			
В	An Tay area	91,892.0		10,884		253.2	3/9.9	3,100.0	310.0	3,482.1			
		10,000	15	1,500	225	23	34	281	28	309			
30	Rach Bap Res. area Bac Ben Cat Urban area	10,000	13	0	225	23	34	201		309			
	Total B	10,000.0		1,500		22.5	33.8	281.3	28.1	309.4			
С	My Phuoc area	10,000.0		1,300		22.3	33.0	201.3	20.1	303.4			
	Cau Do Res. area	3,600	15	540	81	8	12	101	10	111			
	My Phuoc 3 Res. area (Biconsi)	3,448	15 15	517	78	8	12 12	97	10	107			
		4,140	15	621	93	9	14	116	12	128			
	My Phuoc 4 Res. area (Thien Phu) My Phuoc expanded Resettlement area	12,160	80	9,728	1,459	146	219	1,824	182	2,006			
	Res. area Hamlet 3(TH)	12,160	30	3.664	550	55	82	687	69	756			
		6,264	30	1,879	282	28	42	352	35	388			
43	Res. area Hamlet 5C	14,440	15	2,166	325	32	49	406	41	447			
	Res. area Hamlet 5A	12,824	15	1,924	289	29	49	361	36	397			
	Res. area Hamlet 5B	7,092	15	1,064	160	16	24	199	20	219			
	Res. area Hamlet 2 (TH)	10,544	30	3,163	474	47	71	593	59	652			
47	Res. area Hamlet 3A (TH)	12,212	30	3,664	550	55	82	687	69	756			
48	Res. area Hamlet 3A (TH)	10,104	30	3,031	455	45	68	568	57	625			
	Res. area Hamlet 1 (TH)	12,824	30	3,847	577	58	87	721	72	793			
50	My Phuoc 3 Res. area (TH)	14,240	30	4,272	641	64	96	801	80	881			
51	Res. area Hamlet 6 (TH)	10,212	30	3,064	460	46	69	574	57	632			
52	Res. area Hamlet 5 (CPH)	10,452	30	3,136	470	47	71	588	59	647			
	Res. area Hamlet 7 (CPH)	5,960	30	1,788	268	27	40	335	34	369			
	Total C	162,728.0		48,068	200	721.0	1,081.5	9,012.5	901.3	9,913.8			
D	Expanded VSIP II area	102,720.0		40,000		721.0	1,001.0	0,012.0	301.0	0,010.0			
54	Res. area Hamlet 4 (TB)	11,880	15	1,782	267	27	40	334	33	368			
55	Suoi Tre Res. area	8,932	15	1,340	201	20	30	251	25	276			
	Res. area Hamlet 1 (Vinh Tan)	6,904	15	1,036	155	16	23	194	19	214			
57	Res. area Hamlet 4 (Vinh Tan)	8,932	25	2,233	335	33	50	419	42	461			
58	Res. area Hamlet 5 (VT)	8,664	25	2,166	325	32	49	406	41	447			
59	Hoa Loi Res. area	5,268	25	1,317	198	20	30	247	25	272			
35	Cong Xanh University area			0									
	Total D	50,580.0		9,874		148.1	222.2	1,851.3	185.1	2,036.4			
Е	New City area												
60	Hoa Loi Res. area	10,424	30	3,127	469	47	70	586	59	645			
61	Hoa Loi Resettlement area	3,840	30	1,152	173	17	26	216	22	238			
62	Dinh Hoa Resettlement area	2,260	30	678	102	10	15	127	13	140			
63	Phu My Resettlement area	3,624	30	1,087	163	16	24	204	20	224			
		5,148	30	1,544	232	23	35	290	29	319			
	Phu Chanh Resettlement area	5,944	30	1,783	267	27	40	334	33	368			
66	New Urban area	152,056	25	38,014	5,702	570	855	7,128	713	7,840			
	Total E	183,296.0		47,385		710.8	1,066.2	8,884.9	888.5	9,773.4			
	Grand total A+B+C+D+E = Z	498,496		123,711		1,856	2,783	23,195	2,320	25,515			
F	Existing Urban area												
1	Thu Dau Mot city	472,126	70		49,573	4,957	7,436	61,967	6,197	68,163			
2	Ben Cat	1,257,600	30		56,592	5,659	8,489	70,740	7,074	77,814			
3	Tan Uyen	424,116	15		9,543	954	1,431	11,928	1,193	13,121			
4	Thuan An City	763,130	65		74,405	7,441	11,161	93,006	9,301	102,307			
5	Di An City	597,039	65		58,211	5,821	8,732	72,764	7,276	80,041			
<u> </u>	Total	3,514,010	l		248,324	24,832	37,249	310,405	31,041	341,446			
ш	Grand total Z + F		Grand total Z + F 366,961										

Year	<u>2030</u>									
No.	City District/town	Population as planned	Utilizatio n factor (%)	Population	Water demand of households 150l/capita/day (m3/day)	Water demand of administrative agencies 10% x (5) (m3/day)	Water demand of businesses 15% x (5) (m3/day)	Total water demand (5)+(6)+(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)
(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)
Α	Bau Bang area									
	Res. area 5F Hamlet 5 (LU)	26,920	25	6,730	1,010	101	151	1,262	126	1,388
27	Res. area 5C Hamlet 5 (LU)	4,000	25	1,000	150	15	23	188	19	206
	Res. area 5D Hamlet 5 (LU)	11,864	25	2,966	445	44	67	556	56	612
29	Res. area 5B Hamlet 5 (LU)	10,704	35	3,746	562	56	84	702	70	773
30	Res. area 5E Hamlet 5 (LU)	5,200	25	1,300	195	20	29	244	24	268
	Res. area 5A Hamlet 5 (LU)	12,824	35	4,488	673	67	101	842	84	926
32	Lai Hung Res. area	7,464	35	2,612	392	39	59	490	49	539
	Royal Town area	10,864	25	2,716	407	41	61	509	51	560
34	Lai Hung Resettlement area	2,052	25	513	77	8	12	96	10	106
<u> </u>	Total A	91,892.0		26,071		391.1	586.6	4,888.5	488.9	5,377.4
В	An Tay area	10.000			.==			100		=10
36	Rach Bap Res. area	10,000	25	2,500	375	38	56	469	47	516
	Bac Ben Cat Urban area	40.000		0						
	Total B	10,000.0		2,500		37.5	56.3	468.8	46.9	515.6
	My Phuoc area									
	Cau Do Res. area	3,600	25	900	135	14	20	169	17	186
	My Phuoc 3 Res. area (Biconsi)	3,448	25	862	129	13	19	162	16	178
	My Phuoc 4 Res. area (Thien Phu)	4,140	25	1,035	155	16	23	194	19	213
	My Phuoc expanded Resettlement area	12,160	90	10,944	1,642	164	246	2,052	205	2,257
	Res. area Hamlet 3(TH)	12,212	40	4,885	733	73	110	916	92	1,007
	Thoi Hoa Resettlement housing area	6,264	40	2,506	376	38	56	470	47	517
43	Res. area Hamlet 5C	14,440	25	3,610	542	54	81	677	68	745
	Res. area Hamlet 5A	12,824	25	3,206	481	48	72	601	60	661
	Res. area Hamlet 5B	7,092	25	1,773	266	27	40	332	33	366
	Res. area Hamlet 2 (TH)	10,544	40	4,218	633	63	95	791	79	870
47	Res. area Hamlet 3A (TH)	12,212	40	4,885	733	73	110	916	92	1,007
48	Res. area Hamlet 3B (TH)	10,104	40	4,042	606	61	91	758	76	834
	Res. area Hamlet 1 (TH)	12,824	40	5,130	769	77	115	962	96	1,058
50	My Phuoc 3 Res. area (TH)	14,240	40	5,696	854	85	128	1,068	107	1,175
51	Res. area Hamlet 6 (TH)	10,212	40	4,085	613	61	92	766	77	842
52	Res. area Hamlet 5 (CPH)	10,452	40	4,181	627	63	94	784	78	862
53	Res. area Hamlet 7 (CPH)	5,960	40	2,384	358	36	54	447	45	492
	Total C	162,728.0		64,342		965.1	1,447.6	12,063.7	1,206.4	13,270.0
D	Expanded VSIP II area	11.000					.=			
54	Res. area Hamlet 4 (TB)	11,880	25	2,970	446	45	67	557	56	613
55	Suoi Tre Res. area	8,932	25	2,233	335	33	50	419	42	461
	Res. area Hamlet 1 (Vinh Tan)	6,904	25	1,726	259	26	39	324	32	356
57	Res. area Hamlet 4 (Vinh Tan)	8,932	35	3,126	469	47	70	586	59	645
58	Res. area Hamlet 5 (VT)	8,664	35	3,032	455	45	68	569	57	625
59	Hoa Loi Res. area	5,268	35	1,844	277	28	41	346	35	380
35	Cong Xanh University area	50 500 O		0				0.700.0		
	Total D	50,580.0		14,931		224.0	336.0	2,799.6	280.0	3,079.6
<b>E</b>	New City area	10.424	40	4,170	625	60	94	782	78	000
	Hoa Loi Resettlement area	10,424				63				860
	Hoa Loi Resettlement area	3,840	40	1,536	230	23	35	288	29	317
	Dinh Hoa Resettlement area	2,260	40	904	136	14	20	170	17	186
	Phu My Resettlement area	3,624	40	1,450	217	22	33	272	27	299
		5,148	40	2,059	309	31	46	386	39	425
	Phu Chanh Resettlement area	5,944	40	2,378	357	36	53	446 9,979	45 998	490
66	New Urban area	152,056	35	53,220	7,983	798	1,197			10,977
	Total E	183,296.0		65,717		985.7	1,478.6	12,321.7	1,232.2	13,553.8
	Grand total A+B+C+D+E = Z	498,496	<del> </del>	173,561		2,603	3,905	32,542	3,254	35,797
<b>F</b>	Existing Urban area	E44 000	00		65.000	6 500	0.752	04 075	0.407	90.400
2	Thu Dau Mot city Ben Cat	541,833	80 40	<b> </b>	65,020 111,199	6,502	9,753	81,275 138,999	8,127 13,900	89,402
-	Tan Uyen	1,853,318 484,069	20		14,522	11,120 1,452	16,680 2,178	18,153	1,815	152,899 19,968
<u>3</u>	Thuan An City	484,069 802.057	70	l	14,522 84,216	1,452 8.422	12,632	18,153	1,815	19,968
5	Di An City	627,494	70		65,887	6,589	9,883	82,359	8,236	90,594
	Total	4,308,770	T , U		340,844	34,084	51,127	426,055	42,605	468,660
$\vdash$	Grand total Z + F	.,000,110		·	0.0,044	504,457	V., 12.	0,000	,000	.00,000
-	Orana total E T I					554,451				

Year	2035											
No.	City District/town	Population as planned	Utilizatio n factor (%)	Population	Water demand of households 150l/capita/day (m3/day)	Water demand of administrative agencies 10% x (5) (m3/day)	Water demand of businesses 15% x (5) (m3/day)	Total water demand (5)+(6)+(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)		
(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)		
Α	Bau Bang area											
26	Res. area 5F Hamlet 5 (LU)	26,920	35	9,422	1,413	141	212	1,767	177	1,943		
27	Res. area 5C Hamlet 5 (LU)	4,000	35	1,400	210	21	32	263	26	289		
28	Res. area 5D Hamlet 5 (LU)	11,864	35	4,152	623	62	93	779	78	856		
29	Res. area 5B Hamlet 5 (LU)	10,704	35	3,746	562	56	84	702	70	773		
30	Res. area 5E Hamlet 5 (LU)	5,200	35	1,820	273	27	41	341	34	375		
31	Res. area 5A Hamlet 5 (LU)	12,824	45	5,771	866	87	130	1,082	108	1,190		
32	Lai Hung Res. area	7,464	45	3,359	504	50	76	630	63	693		
33	Royal Town area	10,864	35	3,802	570	57	86	713	71	784		
34	Lai Hung Resettlement area	2,052	35	718	108	11	16	135	13	148		
	Total A	91,892.0		34,190		512.9	769.3	6,410.8	641.1	7,051.9		
В	An Tay area											
36	Rach Bap Res. area	10,000	35	3,500	525	53	79	656	66	722		
	Bac Ben Cat Urban area			0								
	Total B	10,000.0		3,500		52.5	78.8	656.3	65.6	721.9		
С	My Phuoc area											
37	Cau Do Res. area	3,600	35	1,260	189	19	28	236	24	260		
38	My Phuoc 3 Res. area (Biconsi)	3,448	35	1,207	181	18	27	226	23	249		
39	My Phuoc 4 Res. area (Thien Phu)	4,140	35	1,449	217	22	33	272	27	299		
	My Phuoc expanded Resettlement area	12,160	100	12,160	1,824	182	274	2,280	228	2,508		
41	Res. area Hamlet 3(TH)	12,212	50	6,106	916	92	137	1,145	114	1,259		
42	Thoi Hoa Resettlement housing area	6,264	50	3,132	470	47	70	587	59	646		
43	Res. area Hamlet 5C	14,440	35	5,054	758	76	114	948	95	1,042		
44	Res. area Hamlet 5A	12,824	35	4,488	673	67	101	842	84	926		
45	Res. area Hamlet 5B	7,092	35	2,482	372	37	56	465	47	512		
46	Res. area Hamlet 2 (TH)	10,544	50	5,272	791	79	119	989	99	1,087		
47	Res. area Hamlet 3A (TH)	12,212	50	6,106	916	92	137	1,145	114	1,259		
48	Res. area Hamlet 3B (TH)	10,104	50	5,052	758	76	114	947	95	1,042		
49	Res. area Hamlet 1 (TH)	12,824	50	6,412	962	96	144	1,202	120	1,322		
50	My Phuoc 3 Res. area (TH)	14,240	50	7,120	1,068	107	160	1,335	134	1,469		
51	Res. area Hamlet 6 (TH)	10,212	50	5,106	766	77	115	957	96	1,053		
52	Res. area Hamlet 5 (CPH)	10,452	50	5,226	784	78	118	980	98	1,078		
53	Res. area Hamlet 7 (CPH)	5,960	50	2,980	447	45	67	559	56	615		
	Total C	162,728.0		80,612		1,209.2	1,813.8	15,114.8	1,511.5	16,626.3		
D	Expanded VSIP II area											
54	Res. area Hamlet 4 (TB)	11,880	35	4,158	624	62	94	780	78	858		
55	Suoi Tre Res. area	8,932	35	3,126	469	47	70	586	59	645		
56	Res. area Hamlet 1 (Vinh Tan)	6,904	35	2,416	362	36	54	453	45	498		
57	Res. area Hamlet 4 (Vinh Tan)	8,932	35	3,126	469	47	70	586	59	645		
58	Res. area Hamlet 5 (VT)	8,664	35	3,032	455	45	68	569	57	625		
59	Hoa Loi Res. area	5,268	45	2,371	356	36	53	444	44	489		
35	Cong Xanh University area		ļ	0								
	Total D	50,580.0		18,229		273.4	410.2	3,418.1	341.8	3,759.9		
E	New City area		<b></b>									
60	Hoa Loi Res. area	10,424	50	5,212	782	78	117	977	98	1,075		
61	Hoa Loi Resettlement area	3,840	50	1,920	288	29	43	360	36	396		
	Dinh Hoa Resettlement area	2,260	50	1,130	170	17	25	212	21	233		
63	Phu My Resettlement area	3,624	50	1,812	272	27	41	340	34	374		
64	Tan Vinh Hiep Resettlement area	5,148	50	2,574	386	39	58	483	48	531		
65	Phu Chanh Resettlement area	5,944	50	2,972	446	45	67	557	56	613		
66	New Urban area	152,056	45	68,425	10,264	1,026	1,540	12,830	1,283	14,113		
	Total E	183,296.0		84,045		1,260.7	1,891.0	15,758.5	1,575.8	17,334.3		
	Grand total A+B+C+D+E = Z	498,496	<b> </b>	220,576		3,309	4,963	41,358	4,136	45,494		
F	Existing Urban area		<u> </u>									
1	Thu Dau Mot city	624,096	90		84,253	8,425	12,638	105,316	10,532	115,848		
2	Ben Cat	2,137,080	50		160,281	16,028	24,042	200,351	20,035	220,386		
3	Tan Uyen	557,257	25		20,897	2,090	3,135	26,121	2,612	28,734		
4	Thuan An City	842,970	75		94,834	9,483	14,225	118,543	11,854	130,397		
5	Di An City	659,502	75		74,194	7,419	11,129	92,743	9,274	102,017		
⊢	Total	4,820,906		l	434,459	43,446	65,169	543,074	54,307	597,381		
	Grand total Z + F	434,439 43,440 63,169 343,674 34,367 357,3										

Year	<u>2040</u>									
No.	City District/town	Population as planned	Utilizatio n factor (%)	Population	Water demand of households 150l/capita/day (m3/day)	Water demand of administrative agencies 10% x (5) (m3/day)	Water demand of businesses 15% x (5) (m3/day)	Total water demand (5)+(6)+(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)
(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)
	Bau Bang area									
	Res. area 5F Hamlet 5 (LU)	26,920	45	12,114	1,817	182	273	2,271	227	2,499
	Res. area 5C Hamlet 5 (LU)	4,000	45	1,800	270	27	41	338	34	371
	Res. area 5D Hamlet 5 (LU)	11,864	45	5,339	801	80	120	1,001	100	1,101
	Res. area 5B Hamlet 5 (LU)	10,704	45	4,817	723	72	108	903	90	993
30	Res. area 5E Hamlet 5 (LU)	5,200	45	2,340	351	35	53	439	44	483
	Res. area 5A Hamlet 5 (LU)	12,824	55	7,053	1,058	106	159	1,322	132	1,455
32	Lai Hung Res. area	7,464	55	4,105	616	62	92	770	77	847
	Royal Town area	10,864	45	4,889	733	73	110	917	92	1,008
34	Lai Hung Resettlement area	2,052	45	923	139	14	21	173	17	190
	Total A	91,892.0		43,380		650.7	976.1	8,133.8	813.4	8,947.2
В	An Tay area									
36	Rach Bap Res. area	10,000	45	4,500	675	68	101	844	84	928
	Bac Ben Cat Urban area			0						
	Total B	10,000.0		4,500		67.5	101.3	843.8	84.4	928.1
	My Phuoc area									
	Cau Do Res. area	3,600	45	1,620	243	24	36	304	30	334
	My Phuoc 3 Res. area (Biconsi)	3,448	45	1,552	233	23	35	291	29	320
	My Phuoc 4 Res. area (Thien Phu)	4,140	45	1,863	279	28	42	349	35	384
	My Phuoc expanded Resettlement area	12,160	100	12,160	1,824	182	274	2,280	228	2,508
	Res. area Hamlet 3(TH)	12,212	60	7,327	1,099	110	165	1,374	137	1,511
42	Thoi Hoa Resettlement housing area	6,264	60	3,758	564	56	85	705	70	775
43	Res. area Hamlet 5C	14,440	45	6,498	975	97	146	1,218	122	1,340
	Res. area Hamlet 5A	12,824	45	5,771	866	87	130	1,082	108	1,190
	Res. area Hamlet 5B	7,092	45	3,191	479	48	72	598	60	658
46	Res. area Hamlet 2 (TH)	10,544	60	6,326	949	95	142	1,186	119	1,305
47	Res. area Hamlet 3A (TH)	12,212	60	7,327	1,099	110	165	1,374	137	1,511
48	Res. area Hamlet 3B (TH)	10,104	60	6,062	909	91	136	1,137	114	1,250
49	Res. area Hamlet 1 (TH)	12,824	60	7,694	1,154	115	173	1,443	144	1,587
50	My Phuoc 3 Res. area (TH)	14,240	60	8,544	1,282	128	192	1,602	160	1,762
51	Res. area Hamlet 6 (TH)	10,212	60	6,127	919	92	138	1,149	115	1,264
52	Res. area Hamlet 5 (CPH)	10,452	60	6,271	941	94	141	1,176	118	1,293
53	Res. area Hamlet 7 (CPH)	5,960	60	3,576	536	54	80	671	67	738
	Total C	162,728.0		95,667		1,435.0	2,152.6	17,938.0	1,793.8	19,731.8
D	Expanded VSIP II area									
54	Res. area Hamlet 4 (TB)	11,880	45	5,346	802	80	120	1,002	100	1,103
55	Suoi Tre Res. area	8,932	45	4,019	603	60	90	754	75	829
56	Res. area Hamlet 1 (Vinh Tan)	6,904	45	3,107	466	47	70	583	58	641
57	Res. area Hamlet 4 (Vinh Tan)	8,932	45	4,019	603	60	90	754	75	829
58	Res. area Hamlet 5 (VT)	8,664	45	3,899	585	58	88	731	73	804
59	Hoa Loi Res. area	5,268	55	2,897	435	43	65	543	54	598
35	Cong Xanh University area			0						
	Total D	50,580.0		23,287		349.3	524.0	4,366.5	436.6	4,803.1
E	New City area									
	Hoa Loi Res. area	10,424	60	6,254	938	94	141	1,173	117	1,290
	Hoa Loi Resettlement area	3,840	60	2,304	346	35	52	432	43	475
	Dinh Hoa Resettlement area	2,260	60	1,356	203	20	31	254	25	280
63	Phu My Resettlement area	3,624	60	2,174	326	33	49	408	41	448
	Tan Vinh Hiep Resettlement area	5,148	60	3,089	463	46	69	579	58	637
	Phu Chanh Resettlement area	5,944	60	3,566	535	53	80	669	67	736
66	New Urban area	152,056	55	83,631	12,545	1,254	1,882	15,681	1,568	17,249
ļ	Grand total A+B+C+D+E = Z	498,496	<b> </b>	269,208		4,038	6,057	50,477	5,048	55,525
F	Existing Urban area		ļ							igsquare
1	Thu Dau Mot city	720,913	100		108,137	10,814	16,221	135,171	13,517	148,688
2	Ben Cat	2,470,575	60		222,352	22,235	33,353	277,940	27,794	305,734
3	Tan Uyen	641,986	30		28,889	2,889	4,333	36,112	3,611	39,723
4	Thuan An City	885,970	80		106,316	10,632	15,947	132,895	13,290	146,185
5	Di An City	693,144	80		83,177	8,318	12,477	103,972	10,397	114,369
<u> </u>	Total	5,412,587		l	548,872	54,887	82,331	686,090	68,609	754,699
$ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ldsymbol{ld}}}}}}$	Grand total Z + F					810,224				

### 2. Industrial Park

	industrial Park							
Year	2012							Table 7
No.	Name of Industrial Park	Planning area ( Ha)	Available area for rent (Ha)	Utilization factor (%)	Water supply standard 45m3/day/ha (m3/day)	Total water demand (5)*(6)*(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)
(1)	(2)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Α	Bau Bang area							
1	Bau Bang IP	1,000	699.2	1.75	45	551	55	606
	Total A	1,000	699			551	55	606
В	An Tay area							
7	An Tay IP	500	373.9	1	45	168	17	185
9	Rach Bap IP	279	188.2					
10	Mai Trung IP	51	34.6					
11	Viet Huong II IP	250	168.6					
	Total B	1,080	765			168	17	185
С	My Phuoc area							
12	My Phuoc I IP	377	276.3	75	45	9,325	933	10,258
13	My Phuoc II IP	477	333.0	60	45	8,991	899	9,890
14	My Phuoc III IP	978	655.7	30	45	8,852	885	9,737
15	Thoi Hoa IP	202	134.6					
	Total C	2,034	1,400			27,168	2,717	29,885
D	Tan Uyen area							
16	VSIP II expanded area	1,008	675.4	10	45	3,039	304	3,343
	Total D	1,008	675			3,039	304	3,343
Е	New City area							
19	Dong An II + Expansion IP	205	148.1	15	45	1,000	100	1,100
20	Phu Gia IP (Viet E.M.A.X)	133	85.6	15	45	578	58	636
21	VSIP II IP	345	231.2	35	45	3,641	364	4,006
22	Kim Huy IP	214	144.7	15	45	977	98	1,074
23	Song Than III IP	534	327.4	15	45	2,210	221	2,431
24	Dai Dang IP	274	166.0	15	45	1,121	112	1,233
25	Mapletree Hi-Tech Park	75	52.4	5	45	118	12	130
	Total E	1,780	1,155			9,644	964	10,608
F	Thuan An district							
1	VSIP I Industrial Park	473	315.9	78	45	11,088	1,109	12,197
2	Viet Huong Industrial Park	36	25.1	90	45	1,015	102	1,117
3	An Thanh Industrial group	46	32.3	90	45	1,307	131	1,438
4	Binh Chuan Industrial group	68	47.3	90	45	1,914	191	2,105
	Total F	623	420			15,324	1,532	16,856
G	Di An district							
1	Song Than I IP	178	139.7	90	45	5,658	566	6,224
2	Song Than II PI	279	217.6	90	45	8,812	881	9,694
3	Binh Duong IP	17	14.1	87	45	551	55	606
4	Dong An IP	138	112.3	92	45	4,672	467	5,139
5	Tan Dong Hiep A IP	50	40.2	82	45	1,484	148	1,633
6	Tan Dong Hiep B IP	163	111.8	70	45	3,521	352	3,873
7	Binh An Textile and Garment IP	26	18.8	86	45	728	73	800
8	Tan Binh I Industrial group	55	38.5		45	0	0	0
9	Tan Dong Hiep manufacturing zone	58	40.6	81	45	1,480	148	1,628
	Total G	964	733.6			26,907	2,691	29,597
	Grand total	8,489	5,849			82,801	8,280	91,081

Year	2015							
No.	Name of Industrial Park	Planning area ( Ha)	Available area for rent (Ha)	Utilization factor (%)	Water supply standard 45m3/day/ha (m3/day)	Total water demand (5)*(6)*(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Table 7 Plant capacity (m3/day)
(1)	(2)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Α	Bau Bang area							
1	Cay Truong IP	500	345.0					
3	Bau Bang IP (MR)	1,500	1,005.0					
4	Bau Bang IP	1,000	699.2	20	45	6,293	629	6,922
5	Lai Hung IP	1,000	690.0					
6	Lai Hung Industrial group	78	53.0					
	Total A	4,078	2,792			6,293	629	6,922
В	An Tay area							
7	An Tay IP	500	373.9	10	45	1,683	168	1,851
8	An Tay IP (MR)	850	578.0		45	0	0	0
9_	Rach Bap IP	279	188.2	5	45	423	42	466
10	Mai Trung IP	51	34.6	20	45	311	31	343
11	Viet Huong II IP	250	168.6	30	45	2,276	228	2,504
	Total B	1,930	1,343			4,694	469	5,163
	My Phuoc area							
	My Phuoc I IP	377	276.3	85	45	10,568	1,057	11,625
13	My Phuoc II IP	477	333.0	70	45	10,490	1,049	11,538
	My Phuoc III IP	978	655.7	40	45	11,803	1,180	12,983
15	Thoi Hoa IP	202	134.6	5	45	303	30	333
	Total C	2,034	1,400			33,163	3,316	36,480
D	Tan Uyen area							
16	VSIP II expanded area	1,008	675.4	20	45	6,079	608	6,686
17	Tan Binh IP	350	241.5		45	0	0	0
18	Binh Lap IP	500	340.0					
	Total D	128	89.0			6,079	608	6,686
E	New City area	1,986	1,346					
19	Dong An II + Expansion IP	205	148.1	25	45	1,666	167	1,833
20	Phu Gia IP (Viet E.M.A.X)	133	85.6	25	45	963	96	1,059
21	VSIP II IP	345	231.2	45	45	4,682	468	5,150
22	Kim Huy IP	214	144.7	25	45	1,628	163	1,791
23	Song Than III IP	534	327.4	25	45	3,683	368	4,052
24	Dai Dang IP	274	166.0	25	45	1,868	187	2,054
25	Mapletree Hi-Tech Park	75	52.4	15	45	354	35	389
	Total E	1,780	1,155			14,843	1,484	16,328
F	Thuan An district	470	245.0	07.4	45	10.070	1 000	10.047
<u>1</u> 2	VSIP I Industrial Park Viet Huong Industrial Park	473 36	315.9	87.1 100.0	45 45	12,379	1,238	13,617 1,241
3	An Thanh Industrial group	36 46	25.1 32.3	100.0	45 45	1,128 1,452	113 145	1,241
<u> </u>	Binh Chuan Industrial group	46 68	47.3	100.0	45 45	2,126	213	2,339
4	Total F	623	47.3 420	100.0	40	2,126 <b>17,085</b>	1,709	2,339 <b>18,794</b>
G	Di An district	023	420			17,000	1,709	10,794
		170	120.7	100.0	AF.	6 207	620	6.016
1	Song Than I IP	178	139.7	100.0	45	6,287	629	6,916
<u>2</u> 3	Song Than II PI Binh Duong IP	279 17	217.6 14.1	99.5 97.4	45 45	9,744 617	974 62	10,718 679
	Dong An IP	138	112.3	97.4	45 45	4,672	467	5,139
5	Tan Dong Hiep A IP	50	40.2	100.0	45 45	1,810	181	1,991
6	Tan Dong Hiep B IP	163	111.8	77.7	45	3,906	391	4,296
7	Binh An Textile and Garment IP	26	18.8	96.0	45 45	3,906 812	81	4,296 893
8	Tan Binh I Industrial group	<u>26</u> 55	38.5	30.0	45	0	0	0
9	Tan Dong Hiep manufacturing zone	58	40.6	100.0	45	1,827	183	2,010
<u> </u>	Total G	964	733.6	100.0		29,675	2,967	32,642
				1		20,010		UE:UTE

Year	<u>2020</u>							
	Name of Industrial Park	Planning area ( Ha)	Available area for rent (Ha)	Utilization factor (%)	Water supply standard 45m3/day/ha	Total water demand (5)*(6)*(7)	Water leak and loss 10% x (8)	Plant capacity (m3/day)
No.					(m3/day)	(m3/day)	(m3/day)	
(1)	(2)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Α	Bau Bang area							
1	Cay Truong IP	500	345.0		45	0	0	0
2	Long Hoa IP	1,380	952.2					
3	Bau Bang IP (MR)	1,500	1,035.0	5	45	2,329	233	2,562
	Bau Bang IP	1,000	699.2	30	45	9,439	944	10,383
	Lai Hung IP	1,000	690.0	5				
6	Lai Hung Industrial group	78	53.0	5	45	119	12	131
	Total A	5,458	3,774			11,887	1,189	13,076
	An Tay area	500	070.0		4-	0.005	007	0.700
7	An Tay IP	500	373.9	20	45	3,365	337	3,702
	An Tay IP (MR)	850	578.0	5	45 45	1,301	130	1,431
	Rach Bap IP	279	188.2	15	45 45	1,270	127	1,397
	Mai Trung IP Viet Huong II IP	51 250	34.6	30	45 45	467 2.025	47	514
11	Total B	250 <b>1,930</b>	168.6 <b>1,343</b>	40	45	3,035 <b>9,438</b>	303 <b>944</b>	3,338 <b>10,382</b>
С	My Phuoc area	1,330	1,343			<b>ઝ,4</b> ১0	344	10,302
	My Phuoc I IP	377	276.3	95	45	11,812	1,181	12,993
	My Phuoc II IP	477	333.0	80	45 45	11,988	1,199	13,187
	My Phuoc III IP	978	655.7	50	45	14,753	1,475	16,229
15	Thoi Hoa IP	202	134.6	15	45	909	91	999
13	Total C	2,034	1,400	13	43	39.462	3,946	43,408
D	Tan Uyen area	2,034	1,400			39,402	3,940	43,400
16	VSIP II expanded area	1,008	675.4	40	45	12,157	1,216	13,373
17	Tan Binh IP	350	241.5	5	45	543	54	598
	Binh Lap IP	500	345.0	5	45	776	78	854
10	Total D	128	89.0	5	70	13,477	1,348	14,825
Е	New City area	1,986	1,351				1,040	17,020
	Dong An II + Expansion IP	205	148.1	40	45	2,666	267	2,932
	Phu Gia IP (Viet E.M.A.X)	133	85.6	40	45	1,541	154	1,695
21	VSIP II IP	345	231.2	55	45	5,722	572	6,294
	Kim Huy IP	214	144.7	40	45	2,605	260	2,865
	Song Than III IP	534	327.4	40	45	5,893	589	6,483
	Dai Dang IP	274	166.0	40	45	2,988	299	3,287
	Mapletree Hi-Tech Park	75	52.4	30	45	707	71	778
	Total E	1,780	1,155			22,122	2,212	24,334
F	Thuan An district							
1	VSIP I Industrial Park	473	315.9	87.1	45	12,379	1,238	13,617
2	Viet Huong Industrial Park	36	25.1	100.0	45	1,128	113	1,241
3	An Thanh Industrial group	46	32.3	100.0	45	1,452	145	1,597
4	Binh Chuan Industrial group	68	47.3	100.0	45	2,126	213	2,339
	Total F	623	420			17,085	1,709	18,794
G	Di An district							
1	Song Than I IP	178	139.7	100.0	45	6,287	629	6,916
2	Song Than II PI	279	217.6	99.5	45	9,744	974	10,718
3	Binh Duong IP	17	14.1	97.4	45	617	62	679
	Dong An IP	138	112.3	92.4	45	4,672	467	5,139
	Tan Dong Hiep A IP	50	40.2	100.0	45	1,810	181	1,991
	Tan Dong Hiep B IP	163	111.8	77.7	45	3,906	391	4,296
7	Binh An Textile and Garment IP	26	18.8	96.0	45	812	81	893
8	Tan Binh I Industrial group	55	38.5		45	0	0	0
9	Tan Dong Hiep manufacturing zone	58	40.6	100.0	45	1,827	183	2,010
	Total G	964	733.6			29,675	2,967	32,642
	Grand total	12,917	8,916			143,145	14,315	157,460

Year	<u>2025</u>							
	Name of Industrial Park	Planning area ( Ha)	Available area for rent (Ha)	Utilization factor (%)	Water supply standard 45m3/day/ha	Total water demand (5)*(6)*(7)	Water leak and loss 10% x (8)	Table 7 Plant capacity (m3/day)
No.		` ,	` ′	, ,	(m3/day)	(m3/day)	(m3/day)	` ,
(1)	(2)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Α	Bau Bang area							
1	Cay Truong IP	500	345.0	5	45	776	78	854
2	Long Hoa IP	1,380	952.2	10	45	4,285	428	4,713
3	Bau Bang IP (MR)	1,500	1,035.0	15	45	6,986	699	7,685
	Bau Bang IP	1,000	699.2	45	45	14,159	1,416	15,575
5	Lai Hung IP	1,000	690.0	15	45	4,658	466	5,123
6	Lai Hung Industrial group	78	53.0	15	45	358	36	394
	Total A	5,458	3,774			31,221	3,122	34,344
В	An Tay area							
7	An Tay IP	500	373.9	35	45	5,889	589	6,478
	An Tay IP (MR)	850	578.0	15	45	3,902	390	4,292
	Rach Bap IP	279	188.2	25	45	2,117	212	2,329
	Mai Trung IP	51	34.6	40	45	623	62	685
11	Viet Huong II IP	250	168.6	50	45	3,794	379	4,173
	Total B	1,930	1,343			16,324	1,632	17,956
	My Phuoc area							
	My Phuoc I IP	377	276.3	100	45	12,434	1,243	13,677
	My Phuoc II IP	477	333.0	90	45	13,487	1,349	14,835
	My Phuoc III IP	978	655.7	65	45	19,179	1,918	21,097
15	Thoi Hoa IP	202	134.6	30	45	1,817	182	1,999
	Total C	2,034	1,400			46,916	4,692	51,608
	Tan Uyen area							
16	VSIP II expanded area	1,008	675.4	55	45	16,716	1,672	18,388
17	Tan Binh IP	350	241.5	15	45	1,630	163	1,793
18	Binh Lap IP	500	345.0	15	45	2,329	233	2,562
	Total D	128	89.0	15		20,675	2,068	22,743
	New City area	1,986	1,351					
	Dong An II + Expansion IP	205	148.1	55	45	3,665	367	4,032
	Phu Gia IP (Viet E.M.A.X)	133	85.6	55	45	2,119	212	2,330
21	VSIP II IP	345	231.2	70	45	7,283	728	8,011
	Kim Huy IP	214	144.7	55	45	3,581	358	3,939
	Song Than III IP	534	327.4	55	45	8,103	810	8,913
	Dai Dang IP	274	166.0	55	45	4,109	411	4,519
25	Mapletree Hi-Tech Park	75	52.4	45	45	1,061	106	1,167
	Total E	1,780	1,155			29,921	2,992	32,913
	Thuan An district	470	045.0	07.4	45	40.070	4.000	40.047
1	VSIP I Industrial Park	473	315.9	87.1	45 45	12,379	1,238	13,617
2	Viet Huong Industrial Park	36 46	25.1	100.0	45 45	1,128	113	1,241
3 4	An Thanh Industrial group Binh Chuan Industrial group	46 68	32.3	100.0 100.0	45 45	1,452	145 213	1,597
4	Total F	68 <b>623</b>	47.3 <b>420</b>	100.0	40	2,126 <b>17,085</b>	1,709	2,339 <b>18,794</b>
G	Di An district	023	420			17,000	1,709	10,134
1	Song Than I IP	178	139.7	100.0	45	6,287	629	6,916
2	Song Than II PI	279	217.6	99.5	45 45	9,744	974	10,718
3	Binh Duong IP	17	14.1	99.5	45 45	9,7 <del>44</del> 617	62	679
	Dong An IP	138	112.3	92.4	45	4,672	467	5,139
	Tan Dong Hiep A IP	50	40.2	100.0	45	1,810	181	1,991
	Tan Dong Hiep B IP	163	111.8	77.7	45	3,906	391	4,296
7	Binh An Textile and Garment IP	26	18.8	96.0	45	812	81	893
8	Tan Binh I Industrial group	55	38.5	50.0	45	0	0	0
9	Tan Dong Hiep manufacturing zone	58	40.6	100.0	45	1,827	183	2,010
	Total G	964	733.6		. 5	29,675	2,967	32,642
		12,917	8,916			191,818	19,182	210,999

Year	2030							
								Table 7
No.	Name of Industrial Park	Planning area ( Ha)	Available area for rent (Ha)	Utilization factor (%)	Water supply standard 45m3/day/ha (m3/day)	Total water demand (5)*(6)*(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)
(1)	(2)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
3	Bau Bang IP (MR)	1,500	1,035.0	25	45	11,644	1,164	12,808
4	Bau Bang IP	1,000	699.2	60	45	18,878	1,888	20,766
5	Lai Hung IP	1,000	690.0	25	45	7,763	776	8,539
6	Lai Hung Industrial group	78	53.0	25	45	596	60	656
	Total A	5,458	3,774			49,779	4,978	54,757
	An Tay area							
7	An Tay IP	500	373.9	50	45	8,413	841	9,254
	An Tay IP (MR)	850	578.0	30	45	7,803	780	8,583
	Rach Bap IP	279	188.2	40	45	3,388	339	3,726
	Mai Trung IP	51	34.6	45	45	701	70	771
11	Viet Huong II IP	250	168.6	65	45	4,932	493	5,425
	Total B	1,930	1,343			25,236	2,524	27,759
	My Phuoc area							
	My Phuoc I IP	377	276.3	100	45	12,434	1,243	13,677
	My Phuoc II IP	477	333.0	100	45	14,985	1,499	16,484
	My Phuoc III IP	978	655.7	75	45	22,130	2,213	24,343
15	Thoi Hoa IP	202	134.6	45	45	2,726	273	2,998
	Total C	2,034	1,400			52,274	5,227	57,501
	Tan Uyen area							
16	VSIP II expanded area	1,008	675.4	70	45	21,275	2,128	23,403
17	Tan Binh IP	350	241.5	30	45	3,260	326	3,586
18	Binh Lap IP	500	345.0	25	45	3,881	388	4,269
	Total D	128	89.0	25		28,417	2,842	31,258
	New City area	1,986	1,351					
	Dong An II + Expansion IP	205	148.1	70	45	4,665	467	5,132
	Phu Gia IP (Viet E.M.A.X)	133	85.6	70	45	2,696	270	2,966
21	VSIP II IP	345	231.2	85	45	8,843	884	9,728
	Kim Huy IP	214	144.7	70	45	4,558	456	5,014
	Song Than III IP	534	327.4	70	45	10,313	1,031	11,344
	Dai Dang IP Mapletree Hi-Tech Park	274 75	166.0 52.4	70 60	45 45	5,229 1,415	523	5,752
25	•	1,780	1,155	60	45		3.772	1,556
F	Total E Thuan An district	1,700	1,100			37,720	3,112	41,492
<u>г</u> 1	VSIP I Industrial Park	/179	315.0	Q7 1	45	12 270	1 220	13,617
2	Viet Huong Industrial Park	473 36	315.9 25.1	87.1 100.0	45 45	12,379 1,128	1,238 113	1,241
3	An Thanh Industrial group	36 46	32.3	100.0	45 45	1,128	145	1,241
	Binh Chuan Industrial group	68	47.3	100.0	45 45	2,126	213	2,339
+	Total F	623	420	100.0	+0	17,085	1,709	18,794
	i Otal I	023	720			17,000	1,709	10,734
1	Song Than I IP	178	139.7	100.0	45	6,287	629	6,916
2	Song Than II PI	279	217.6	99.5	45	9,744	974	10,718
3	Binh Duong IP	17	14.1	97.4	45	617	62	679
	Dong An IP	138	112.3	92.4	45	4,672	467	5,139
	Tan Dong Hiep A IP	50	40.2	100.0	45	1,810	181	1,991
	Tan Dong Hiep B IP	163	111.8	77.7	45	3,906	391	4,296
	Binh An Textile and Garment IP	26	18.8	96.0	45	812	81	893
	Tan Binh I Industrial group	55	38.5	55.0	45	0	0	0
9	Tan Dong Hiep manufacturing zone	58	40.6	100.0	45	1,827	183	2,010
	Total G	964	733.6			29,675	2,967	32,642
	Grand total	12,917	8,916			240,185	24,019	264,204

Year	2035							
No.	Name of Industrial Park	Planning area ( Ha)	Available area for rent (Ha)	Utilization factor (%)	Water supply standard 45m3/day/ha (m3/day)	Total water demand (5)*(6)*(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)
(1)	(2)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Α	Bau Bang area							
1	Cay Truong IP	500	345.0	25	45	3,881	388	4,269
2	Long Hoa IP	1,380	952.2	30	45	12,855	1,285	14,140
3	Bau Bang IP (MR)	1,500	1,035.0	35	45	16,301	1,630	17,931
4	Bau Bang IP	1,000	699.2	70	45	22,025	2,202	24,227
	Lai Hung IP	1,000	690.0	35	45	10,868	1,087	11,954
6	Lai Hung Industrial group	78	53.0	35	45	835	83	918
	Total A	5,458	3,774			66,764	6,676	73,441
В	An Tay area							
7	An Tay IP	500	373.9	60	45	10,095	1,010	11,105
	An Tay IP (MR)	850	578.0	40	45	10,404	1,040	11,444
9	Rach Bap IP	279	188.2	50	45	4,235	423	4,658
	Mai Trung IP	51	34.6	55	45	856	86	942
11	Viet Huong II IP	250	168.6	75	45	5,690	569	6,259
	Total B	1,930	1,343			31,280	3,128	34,408
	My Phuoc area	077	070.0	400	45	40.404	4.040	40.077
	My Phuoc I IP	377	276.3	100	45	12,434	1,243	13,677
	My Phuoc II IP My Phuoc III IP	477	333.0	100	45	14,985	1,499	16,484
	Thoi Hoa IP	978 202	655.7 134.6	90	45 45	26,556 3,634	2,656 363	29,211 3,998
15	Total C	2,034	1.400	60	45	57,609	5.761	63,369
D	Tan Uyen area	2,034	1,400			37,009	3,761	03,309
	VSIP II expanded area	1,008	675.4	85	45	25,834	2,583	28,417
17	Tan Binh IP	350	241.5	45	45	4,890	489	5,379
	Binh Lap IP	500	345.0	35	45	5,434	543	5,977
	Total D	128	89.0	40	70	36,158	3,616	39,774
Е	New City area	1,986	1,351	10		00,100	0,0.0	00,114
	Dong An II + Expansion IP	205	148.1	85	45	5,665	566	6,231
	Phu Gia IP (Viet E.M.A.X)	133	85.6	85	45	3,274	327	3,602
21	VSIP II IP	345	231.2	95	45	9,884	988	10,872
22	Kim Huy IP	214	144.7	85	45	5,535	553	6,088
23	Song Than III IP	534	327.4	85	45	12,523	1,252	13,775
24	Dai Dang IP	274	166.0	85	45	6,350	635	6,984
25	Mapletree High-Tech Park	75	52.4	75	45	1,769	177	1,945
	Total E	1,780	1,155			44,999	4,500	49,499
	Grand total A + B + C + D + E	11,330	7,762			236,810	23,681	260,491
F	Thuan An district							
1	VSIP I Industrial Park	473	315.9	87.1	45	12,379	1,238	13,617
2	Viet Huong Industrial Park	36	25.1	100.0	45	1,128	113	1,241
3	An Thanh Industrial group	46	32.3	100.0	45	1,452	145	1,597
	Total F	623	420			17,085	1,709	18,794
	Di An district							
~~~~~	Song Than I IP	178	139.7	100.0	45	6,287	629	6,916
2	Song Than II PI	279	217.6	99.5	45	9,744	974	10,718
3	Binh Duong IP	17	14.1	97.4	45	617	62	679
	Dong An IP	138	112.3	92.4	45	4,672	467	5,139
	Tan Dong Hiep A IP	50	40.2	100.0	45	1,810	181	1,991
6	Tan Dong Hiep B IP	163	111.8	77.7	45	3,906	391	4,296
7	Binh An Textile and Garment IP	26	18.8	96.0	45	812	81	893
8	Tan Binh I Industrial group	55	38.5		45	0	0	0
9	Tan Dong Hiep manufacturing zone	58	40.6	100.0	45	1,827	183	2,010
	Total G	964	733.6			29,675	2,967	32,642
	Grand total	14,903	10,267			283,570	28,357	311,927

Year	<u>2040</u>							
No.	Name of Industrial Park	Planning area ( Ha)	Available area for rent (Ha)	Utilization factor (%)	Water supply standard 45m3/day/ha (m3/day)	Total water demand (5)*(6)*(7) (m3/day)	Water leak and loss 10% x (8) (m3/day)	Plant capacity (m3/day)
(1)	(2)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
A	Bau Bang area	(7)	(5)	(0)	(1)	(0)	(3)	(10)
1	Cay Truong IP	500	345.0	35	45	5,434	543	5,977
2	Long Hoa IP	1,380	952.2	40	45	17,140	1,714	18,854
3	Bau Bang IP (MR)	1,500	1,035.0	50	45	23,288	2,329	25,616
4	Bau Bang IP	1,000	699.2	85	45	26,744	2,674	29,419
5	Lai Hung IP	1,000	690.0	50	45	15,525	1,553	17,078
6	Lai Hung Industrial group	78	53.0	50	45	1,193	119	1,312
	Total A	5,458	3,774			89,323	8,932	98,255
	An Tay area							
7	An Tay IP	500	373.9	75	45	12,619	1,262	13,881
8	An Tay IP (MR)	850	578.0	55	45	14,306	1,431	15,736
9	Rach Bap IP	279	188.2	65	45	5,505	550	6,055
	Mai Trung IP	51	34.6	70	45	1,090	109	1,199
11	Viet Huong II IP	250	168.6	90	45	6,828	683	7,511 <b>44.382</b>
	Total B My Phuoc area	1,930	1,343		***************************************	40,348	4,035	44,382
	My Phuoc I IP	377	276.3	100	45	12,434	1,243	13,677
	My Phuoc II IP	477	333.0	100	45 45	14,985	1,499	16,484
	My Phuoc III IP	978	655.7	100	45	29,507	2,951	32,457
15	Thoi Hoa IP	202	134.6	75	45	4,543	454	4,997
10	Total C	2,034	1,400	7.5	70	61,468	6,147	67,615
D	Tan Uyen area		1,100			01,100	0,1-1	0.,0.0
16	VSIP II expanded area	1,008	675.4	95	45	28,873	2,887	31,761
17	Tan Binh IP	350	241.5	60	45	6,521	652	7,173
	Binh Lap IP	500	345.0	50	45	7,763	776	8,539
	Total D	128	89.0	55		43,156	4,316	47,472
Е	New City area	1,986	1,351					
19	Dong An II + Expansion IP	205	148.1	100	45	6,665	666	7,331
20	Phu Gia IP (Viet E.M.A.X)	133	85.6	100	45	3,852	385	4,237
21	VSIP II IP	345	231.2	100	45	10,404	1,040	11,444
22	Kim Huy IP	214	144.7	100	45	6,512	651	7,163
23	Song Than III IP	534	327.4	100	45	14,733	1,473	16,206
	Dai Dang IP	274	166.0	100	45	7,470	747	8,217
25	Mapletree High-Tech Park	75	52.4	100	45	2,358	236	2,594
	Total E	1,780	1,155			51,993	5,199	57,192
F	Thuan An district	470	245.0	07.4	45	40.070	4 000	40.047
1	VSIP I Industrial Park	473	315.9	87.1	45 45	12,379	1,238	13,617
2	Viet Huong Industrial Park	36 46	25.1 32.3	100.0	45 45	1,128 1,452	113 145	1,241
3 4	An Thanh Industrial group Binh Chuan Industrial group	68	47.3	100.0 100.0	45 45	2,126	213	1,597 2,339
-+	Total F	623	420	100.0	40	17,085	1,709	18,794
G	Di An district	720				,000	.,,,,,	.0,,,,,
1	Song Than LIP	178	139.7	100.0	45	6,287	629	6,916
2	Song Than II PI	279	217.6	99.5	45	9,744	974	10,718
3	Binh Duong IP	17	14.1	97.4	45	617	62	679
5	Tan Dong Hiep A IP	50	40.2	100.0	45	1,810	181	1,991
6	Tan Dong Hiep B IP	163	111.8	77.7	45	3,906	391	4,296
7	Binh An Textile and Garment IP	26	18.8	96.0	45	812	81	893
8	Tan Binh I Industrial group	55	38.5		45	0	0	0
9	Tan Dong Hiep manufacturing zone	58	40.6	100.0	45	1,827	183	2,010
	Total G	964	733.6			29,675	2,967	32,642
	Grand total	12,917	8,916			333,047	33,305	366,352

#### Appendix 5 - B Hydraulic Calculation and Cost Estimate for Raw Water **Transmission Pipeline**

#### 1. Hydraulic Calculation

Hydraulic Calculation for transmission pipeline is conducted employing Hazen-Williams formula. The formula is expressed for full flow in a circular pipe as follow.  $J = 6.824 \text{ x } (V/C)^{1.852} \text{ x } D^{-1.167}$ 

Where; J: Hydraulic Gradient, V: Velocity (m/s), C: Flow Coefficient, D: Diameter of pipe (m)

#### (1) Basic Figures for calculation

Flow, Diameter, Velocity, Flow Coefficient and Hydraulic Gradient for calculation

First Pipe

Flow		Diameter (m)	Velocity (m/s)	Flow	Hydraulic	
(m³/day)	$(m^3/s)$	Diameter (m)	velocity (III/8)	Coefficient (C)	Gradient (J)	
686,400	7.944	2.6	1.497	130	0.000574	

Second Pipe

Flow		Diameter (m)	Velocity (m/s)	Flow	Hydraulic
(m³/day)	$(m^3/s)$	Diameter (m)	velocity (III/8)	Coefficient (C)	Gradient (J)
457,600	5.296	2.3	1.275	130	0.000492

#### (2) Calculation of Required water level of Connection Chamber and Total Pump Head of Intake **Pumping Station**



#### Loss of Pressure

First Pipe

From	То	Q (m3/d)	Diameter (m)	Length (m)	J	Loss of Pressure (m)
Pump	WWTP	686,400	2.6	23,858.5	0.000574	13.69

Second Pipe

<b></b>	- 1p -					
From	То	Q (m3/d)	Diameter (m)	Length (m)	J	Loss of Pressure (m)
Pump	WWTP	457,600	2.3	23,858.5	0.000492	11.74

1) Calculation for Required water level of Connection Chamber

Item	First Pipe	Second Pipe
a. Loss of pressure along the pipeline	$H_1 = 13.69 \text{ m}$	H <sub>1</sub> =11.74 m
b. Excessive pressure at Receiving Tank (WTP)	$H_2 = 2.00 \text{ m}$	$H_2 = 2.00 \text{ m}$
c. Standby pressure (=10% of H <sub>1</sub> )	$H_3 = 1.38 \text{ m}$	$H_3 = 1.18 \text{ m}$
d. $H = H_1 + H_2 + H_3$	H =17.07 m	H =14.92 m
e. Additional hight to clear the highest point of theline(H <sub>4</sub> )	0.0	2.0
f. Required water level of Connection Chamber	34.7 m + H	34.7 m + H
= The level at the receiving tank $(34.7 \text{ m}) + \text{H} + \text{H}_4$	(17.1m)	(14.9 m)+2.00
	= 51.8 m	= 51.6m

2) Calculation for required total pump head of Intake Pumping Station with Connection Chamber

Item	First Pipe	Second Pipe
a. Difference in level between Connection	$H_1 = 51.8 - 37.0$	$H_1=51.6-37.0$
Chamber and low water level at intake	=14.8  m	=14.6 m
b. Excessive pressure at Connection Chamber	$H_2 = 2.0 \text{ m}$	$H_2 = 2.0 \text{ m}$
c. Pumping Station internal loss	$H_3 = 3.0 \text{ m}$	$H_3 = 3.0 \text{ m}$
d. Required total pump head $H = H_1 + H_2 + H_3$	H = 19.8 m	H = 19.6 m

3) Check for Water Hammer for the transmission line from Intake Pumping Station without Connection Chamber and Counter Measure

a. From Intake Pumping Station to WTP

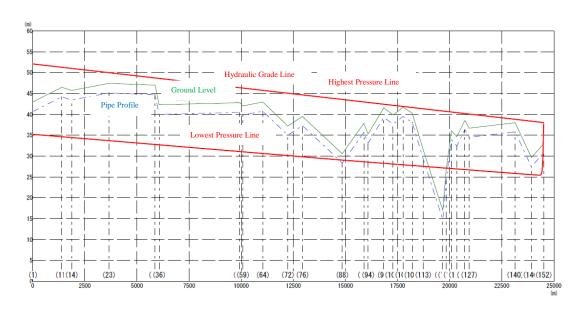
Flow Rate :  $686,400 \text{m}^3/\text{d} = 477 \text{m}^3/\text{minute}$ 

Number of Pump : 4

Flow Rate per Pump :119.2m<sup>3</sup>/minute

As shown in the Figure below, negative pressure is less than -10 m, and thus preventive measure for water hammer is not required.

H: 1/ 100,000 V: 1/ 500



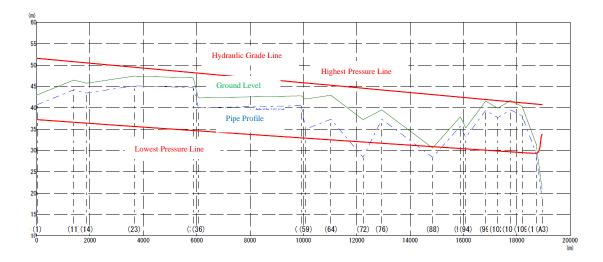
b. From Intake Pumping Station to Regulating Reservoir Flow Rate : 686,400m³/d = 477m³/minute

Number of Pump : 4

Flow Rate per Pump: 119.2 m<sup>3</sup>/minute

As shown in the Figure below, negative pressure is generated about -14m around 18km downstream from Intake Pumping Station and water column separation occurs, and thus preventive measure for water hummer is required.

H: 1/ 80,000 V: 1/ 500



Mechanical solution with attaching a fly wheel is not effective, as the area occurring negative pressure is beyond the effective reach of fly wheel.

As the above results, attaching a fly wheel at Intake pumping station is not effective and installing a surge tank (connection chamber) is the most reliable way to isolate the downstream pipeline from water hammering.

#### (3) From Regulating Reservoir Pumping Station to WTP



#### Loss of Pressure

#### First and Second Pipe

From	То	Q (m3/d)	Diameter (m)	Length (m)	J	Loss of Pressure (m)
Pump	WWTP	343,200	1.8	5,285.5	0.000954	5.043

Third and fourth Pipe

From	То	Q (m3/d)	Diameter (m)	Length (m)	J	Loss of Pressure (m)
Pump	WWTP	228,800	1.5	5,285.5	0.001094	5.782

1) Calculation for required total pump head of Regulating Reservoir Pumping Station

	Item	_	First and	Third and
			Second Pipe	fourth Pipe
a. Lo	oss of pressure along the pipeline		$H_1 = 5.05 \text{ m}$	$H_1 = 5.79 \text{ m}$
b. Di	ifference in level between Rece	iving Tank of		
W	TP (34.70) and dead water level	at Regulating	$H_2 = 13.70 \text{ m}$	$H_2 = 13.70 \text{ m}$
Re	eservoir (21.00)			
c. Ex	xcessive pressure at Receiving Ta	nk	$H_3 = 2.00 \text{ m}$	$H_3 = 2.00 \text{ m}$
d. Pu	imping Station internal loss		$H_4 = 3.00 \text{ m}$	$H_4 = 3.00 \text{ m}$
e. Re	equired total pump head		H = 23.75  m	H = 24.49 m
Н	$= H_1 + H_2 + H_3 + H_4$		$\Pi = 23.73 \text{ III}$	$\Pi = 24.49 \text{ III}$

- 2) Check for Water Hammer for the transmission line from Regulating Reservoir Pumping Station and Counter Measure
  - n. From Regulating Reservoir Pumping Station to WTP Flow Rate  $: 343,200\text{m}^3/\text{d} = 238\text{m}^3/\text{minute}$

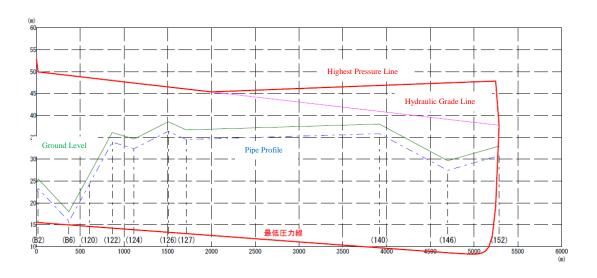
Number of Pump : 2

Flow Rate per Pump: 119.2 m<sup>3</sup>/minute

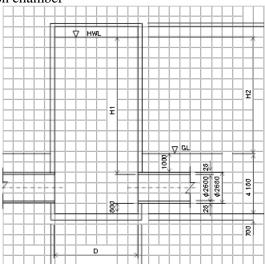
As shown in the Figure below, negative pressure is generated about -16m around 1,500m downstream from Regulating Reservoir Pumping Station and water column separation occurs, and thus preventive measure for water hammer is required.

Mechanical solution with attaching a fly wheel is not practical, as over 7,000 kg of wheel is required. Installing a surge tank (connection chamber) or one-way surge tank is considerable. One-way surge tank with 9m height is recommendable instead of connection chamber with 16m height.

H: 1/ 25,000 V: 1/ 500



### (4) Design of Connection Chamber Basic feature of connection chamber

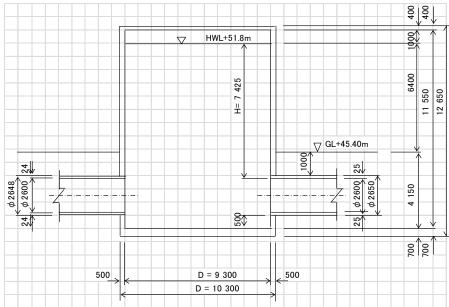


#### 1) The dimension of connection camber

#### Calculation for connection Chamber

Item	First Pipe	Second Pipe
a. Required capacity	715 m <sup>3</sup>	477 m <sup>3</sup>
b. GL	+45.40 m	+45.40m
c. HWL	+51.8 m	+51.6 m
d. H1	7.425 m	7.225 m
e. D	9.30m	6.01 m
f. H2	6.400 m	6.200m

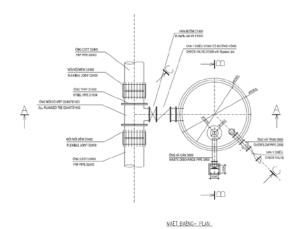
#### Dimension of connection camber Connection



(5) Design of One-Way Surge Tank1) The dimension of One-way Surge Tank

Calculation for One-way Surge Tank

Item	First and Second Pipe	Third and fourth Pipe
g. Required capacity	523 m <sup>3</sup>	523 m <sup>3</sup>
h. GL	+24.50 m	+24.50 m
i. HWL	+32.00 m	+32.00 m
j. H1	8.75 m	8.75 m
k. D	8.06 m	8.06 m
1. H2	7.50 m	7.50 m



MAET CHÉT A - A- SECTION A - A NAÉT CAÉT B - B - SECTION B - B

#### 2. Hydraulic Calculation for Phase 1

#### (1) Basic Figures for calculation

Flow, Diameter, Velocity, Flow Coefficient and Hydraulic Gradient for calculation

First Pipe in Phase 1

Fro	om	То	Q (m3/d)	Diameter (m)	Length (m)	J	Loss of Pressure (m)
Pur	mp	WWTP	343,200	2.6	23,858.5	0.000159	3.79

#### (2) Calculation for Required water level of Connection Chamber

1) Required water level to clear critical point (critical point is 5,534.4 m downstream with GL = 47.2 (m)

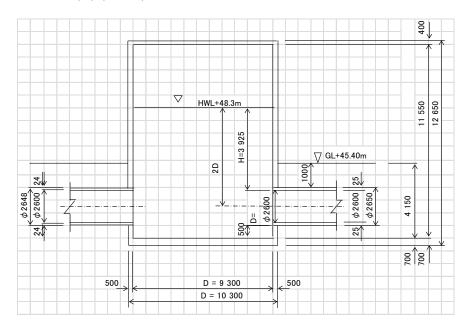
	Item	First Pipe
g.	Loss of pressure along the pipeline for 5,534.4 m	$H_1 = 0.88 \text{ m}$
h.	Ground level at critical point	47.2m
i.	Required water level of Connection Chamber 4	48.08m

#### 2) Safety suction level

2 D from center of outflow pipe

$$= 2 \times 2.6 + 45.40 - (1.0 + 0.025 + 2.6/2)$$

$$=48.275$$
 (m)  $(48.3m)$ 



3) Calculation for required total pump head of Intake Pumping Station (Phase 1)

	Item	First Pipe
e.	Difference in level between Connection Chamber	$H_1 = 48.3-37.0 = 11.3 \text{ m}$
	and low water level at intake	
f.	Excessive pressure at Connection Chamber	$H_2 = 2.0 \text{ m}$
g.	Pumping Station internal loss	$H_3 = 3.0 \text{ m}$
h.	Required total pump head	H = 16.3 m
	$\mathbf{H} = \mathbf{H}_1 + \mathbf{H}_2 + \mathbf{H}_3$	11 10.0 111

#### 4) Intake Pumping Station

**Description of Intake Pumping Station for Phase 1** 

Flow rate:	$3.972 \text{m}^3/\text{sec} = 343,200 \text{m}^3/\text{day}$
Number of pumps:	- 3 pumps including 1 standby in Phase I
Total pump head	- 16.3 m
Dimensions:	W24.0m x L36.0m

- 3. Cost Estimate for Alternatives of Raw Water Transmission System
  - 1) Construction Cost of Pipeline and Pumping Station

Case G-1

Pipe Dia (mm).	Depth(m)	Material	Length (m)	Unit Cost (VND)	Amount (VND)	Amount (USD)
2600	3-4	FRP		44,033,436		
2600	4-5	FRP	672.1	45,761,113	30,756,044,047	
2600	5-6	FRP	264.2	65,956,788	17,425,783,390	
2600	6-7	FRP	690.0	70,724,225	48,799,715,250	
2600	7-8	FRP	1642.1	75,491,662	123,964,858,170	
2600	8-9	FRP	2165.2	81,812,931	177,141,358,201	
2600	9-10	FRP	2297.6	84,595,046	194,365,577,690	
2600	10-11	FRP	1742.0	86,814,865	151,231,494,830	
2600	11-12	FRP	2446.3	89,490,837	218,921,435,294	
2600	12-13	FRP	2842.7	91,709,135	260,701,557,536	
2600	13-14	FRP	4188.0	93,927,432	393,368,086,579	
					0	
1800	3-4	SP	5285.5	34,677,152	183,286,086,896	
others					34,978,605,707	
Pipe Total			24,235.7		1,834,940,603,590	87,910,917
Pumping Station		M&E	JNY	716,352,000		7,800,000
		C & A	VND		26,570,407,586	1,272,972
One-way Surge Tank					7,539,092,435	361,193
Pumping Station Total					34,109,500,021	9,434,166
Regulating Reservoir					194,250,706,274	9,306,436
Ground Total						106,651,520

#### P-2

Pipe Dia (mm).	Depth(m)	Material	Length (m)	Unit Cost (VND)	Amount (VND)	Amount (USD)
2600	3-4			65,977,625	0	
2600	4-5	DIP	18,301.3	67,253,849	1,230,832,866,704	
2600	5-6				0	
1800	3-4	SP	5285.5	34,677,152	183,286,086,896	
others					42,423,568,608	
Pipe Total			23,586.8		1,456,542,522,208	69,782,089
Grit Chamber					13,805,748,808	661,425
Intake Pumping Station		M & E	JNY	707,168,000		7,700,000
		C & A	VND		27,799,262,544	1,331,846
Connection Chamber					8,075,959,355	386,914
					35,875,221,899	9,418,761
Reservoir Pumping Station		E &M	JNY	716,352,000		7,800,000
		C & A	VND	0,000 = ,000	26,570,407,586	1,272,972
One-way Surge Tank					7,539,092,435	361,193
					34,109,500,021	9,434,166
Pumping Station Total						18,852,927
Regulating Reservoir					194,250,706,274	9,306,436
Ground Total						98,602,878

#### P-3

Pipe Dia (mm).	Depth(m)	Material	Length (m)	Unit Cost (VND)	Amount (VND)	Amount (USD)
2600	3-4			65,977,625	0	
2600	4-5	DIP	23,858.5	67,253,849	1,604,575,956,367	
2600	5-6				0	
others					48,137,278,691	
Pipe Total			23,858.5		1,652,713,235,058	79,180,512
Intake Pumping Station		M & E	JNY	707,168,000		7,700,000
		C & A	VND		27,799,262,544	1,331,846
Connection Chamber				8,075,959,355	8,075,959,355	386,914
Pumping Station Total						9,418,761
Regulating Reservoir					292,854,338,601	14,030,478
Ground Total						102,629,751

# 2) O&M Cost for Pumping Station Pumping Station

Pumping Station	Intake Pumping Station	Regulating Reservoir Pumping Station	Remarks
Flow (m <sup>3</sup> /minutes)	119	119	
Pump Head (m)	20m	24m	
Number of Pump (No.)	3 (1:Stund-by)	3 (1:Stund-by)	
Pump Power (kw)	360	500	
Operation (hr/day)	24	24	
Efficiency	0.8	0.8	
Power Consumption (kw/year)	5,045,760	7,008,000	
Electricity Cost (USD/year)	398,870	553,986	VND1,650/kwh
M&E Initial Cost (USD)	7,700,000	7,800,000	
M&E Repair Cost (USD/year)	77,000	78,000	1 % of Initial cost
O&M Cost except Manpower (USD/Year)	475,870	631,986	

### Alternative Case

Item	Case G-1	Case P-2	Case P-3
Electricity Cost	0.554	0.953	0.399
E&M Replace Cost	0.078	0.155	0.077
Annual O&M Cost (Except Man Power)	0.632	1.108	0.476

# Appendix 5 - C National Technical Regulation on Drinking Water Quality QCVN01-2009/BYT



### SOCIALIST REPUBLIC OF VIETNAM

QCVN 01:2009/BYT

# NATIONAL TECHNICAL REGULATION ON DRINKING WATER QUALITY

**HANOI - 2009** 

### **Preface:**

QCVN 01: 2009/BYT is compiled by Department of Preventive Medicine & Environment and promulgated by MOH's Minister at the Circular No.04/2009/TT-BYT dated 17<sup>th</sup> June 2009.

## NATIONAL TECHNICAL REGULATION ON THE DRINKING WATER QUALITY

### PART I. GENERAL RULES

#### I. Applicable scope

This Technical Regulation stipulates limits of quality criteria for water used for drinking and processing food (hereinafter called drinking water).

#### II. Applicable subject

This Technical Regulation applies to institutions, organizations, individuals and households who exploit, trade drinking water, including piped water providers for domestic purposes with capacity of 1,000 m<sup>3</sup>/day or above (hereafter called water providers).

#### III. Explanation of words/phrases

In this Regulation, following words/phrases will be thoroughly understood as:

- 1. Perceptible criteria are elements on color and taste which are felt by human senses.
- 2. AOAC stands for Association of Official Analytical Chemists.
- 3. SMEWW stands for Standard Methods for the Examination of Water and Waste Water.
- 4. US EPA stands for *United States Environmental Protection Agency*.
- 5. TCU stands for True Color Unit.
- 6. NTU stands for Nephelometric Turbidity Unit.
- 7. pCi/l stands for Picocuri per litre.

### PART II. STIPULATIONS ON TECHNICAL AREAS

Table on the limits of quality parameters:

Or.	Parameter	Unit	Maximum limit	Testing method	Examination Level	
I. Per	I. Perceptible parameters and inorganic constituents					
1.	Color (*)	TCU	15	TCVN 6185 - 1996 (ISO 7887 - 1985) or SMEWW 2120	A	
2.	Taste and odour (*)	_	No strange taste & odour	Perceptible, or SMEWW 2150 B and 2160 B	A	

	T			TCVN 6194 1006	
3.	Turbidity (*)	NTU	2	TCVN 6184 - 1996 (ISO 7027 - 1990) or SMEWW 2130 B	A
4.	pH <sup>(*)</sup>	-	Within 6,5-8,5	TCVN 6492:1999 or SMEWW 4500 - H <sup>+</sup>	A
5.	Hardness, calculated by CaCO <sub>3</sub> <sup>(*)</sup>	mg/l	300	TCVN 6224 - 1996 or SMEWW 2340 C	A
6.	Total Dissolved Solid (TDS) (*)	mg/l	1000	SMEWW 2540 C	В
7.	Aluminum <sup>(*)</sup>	mg/l	0,2	TCVN 6657 : 2000 (ISO 12020 :1997)	В
8.	Ammoniac <sup>(*)</sup>	mg/l	3	SMEWW 4500 - NH <sub>3</sub> C or SMEWW 4500 - NH <sub>3</sub> D	В
9.	Antimony	mg/l	0,005	US EPA 200.7	С
10.	Total Arsenic	mg/l	0,01	TCVN 6626:2000 or SMEWW 3500 - As B	В
11.	Barium	mg/l	0,7	US EPA 200.7	С
12.	Boron and boric acid	mg/l	0,3	TCVN 6635: 2000 (ISO 9390: 1990) or SMEWW 3500 B	С
13.	Cadmium	mg/l	0,003	TCVN6197 - 1996 (ISO 5961 - 1994) or SMEWW 3500 Cd	С
14.	Chloride (*)	mg/l	250 300 <sup>(**)</sup>	TCVN6194 - 1996 (ISO 9297 - 1989) or SMEWW 4500 - Cl <sup>-</sup> D	A
15.	Total Chromium	mg/l	0,05	TCVN 6222 - 1996 (ISO 9174 - 1990) or SMEWW 3500 - Cr	С
16.	Total Copper (*)	mg/l	1	TCVN 6193 - 1996 (ISO 8288 - 1986) or SMEWW 3500 - Cu	С
17.	Cyanide	mg/l	0,07	TCVN 6181 - 1996 (ISO 6703/1 - 1984) or SMEWW 4500 - CN	С
18.	Flouride	mg/l	1,5	TCVN 6195 - 1996 (ISO10359 - 1 - 1992) or SMEWW 4500 - F	В
19.	Hydrogen sulfide <sup>(*)</sup>	mg/l	0,05	SMEWW 4500 - S <sup>2-</sup>	В
20.	Total Iron $(Fe^{2+} + Fe^{3+})^{(*)}$	mg/l	0,3	TCVN 6177 - 1996 (ISO 6332 - 1988) or SMEWW 3500 - Fe	A
21.	Lead	mg/l	0,01	TCVN 6193 - 1996 (ISO 8286 - 1986) SMEWW 3500 - Pb A	В
22.	Total Manganese	mg/l	0,3	TCVN 6002 - 1995 (ISO 6333 - 1986)	A
23.	Total Mercury	mg/l	0,001	TCVN 5991 - 1995 (ISO 5666/1-1983 - ISO 5666/3 -1983)	В

24.	Molybdenum	mg/l	0,07	US EPA 200.7	С
25.	Nickel	mg/l	0,02	TCVN 6180 -1996 (ISO8288 -1986) SMEWW 3500 - Ni	С
26.	Nitrate	mg/l	50	TCVN 6180 - 1996 (ISO 7890 -1988)	A
27.	Nitrite	mg/l	3	TCVN 6178 - 1996 (ISO 6777-1984)	A
28.	Selenium	mg/l	0,01	TCVN 6183-1996 (ISO 9964-1-1993)	С
29.	Sodium	mg/l	200	TCVN 6196 - 1996 (ISO 9964/1 - 1993)	В
30.	Sulfate (*)	mg/l	250	TCVN 6200 - 1996 (ISO9280 - 1990)	A
31.	Zinc (*)	mg/l	3	TCVN 6193 - 1996 (ISO8288 - 1989)	С
32.	Permanganate	mg/l	2	TCVN 6186:1996 or ISO 8467:1993 (E)	A
II. Co	ontent of organic substances				
a. Ch	lorinated alkenes				
33.	Carbon tetrachloride	μg/l	2	US EPA 524.2	C
34.	Dichloromethane	μg/l	20	US EPA 524.2	С
35.	1,2 Dichloroethane	μg/l	30	US EPA 524.2	С
36.	1,1,1 - Trichloroethane	μg/l	2000	US EPA 524.2	С
37.	Vinyl chloride	μg/l	5	US EPA 524.2	С
38.	1,2 Dichloroethene	μg/l	50	US EPA 524.2	С
39.	Trichloroethene	μg/l	70	US EPA 524.2	С
40.	Tetrachloroethene	μg/l	40	US EPA 524.2	С
b. Ar	omatic hydrocarbons	•		•	
41.	Phenol and derivatives of Phenol	μg/l	1	SMEWW 6420 B	В
42.	Benzene	μg/l	10	US EPA 524.2	В
43.	Toluene	μg/l	700	US EPA 524.2	C
44.	Xylenes	μg/l	500	US EPA 524.2	С
45.	Ethyl benzene	μg/l	300	US EPA 524.2	С
46.	Styrene	μg/l	20	US EPA 524.2	С
47.	Benzo(a)pyrene	μg/l	0,7	US EPA 524.2	В
c. Ch	nlorinated benzenes				
48.	Monochlorobenzens	μg/l	300	US EPA 524.2	В
49.	1,2- Dichlorobenzene	μg/l	1000	US EPA 524.2	С
50.	1,4- Dichlorobenzene	μg/l	300	US EPA 524.2	C
51.	Trichlorobenzene	μg/l	20	US EPA 524.2	С
d. Gr	oups of complex organic substan	ices			
52.	Di(2-etylhexyl) adipate	μg/l	80	US EPA 525.2	С
	<b>4</b>	l.			

53.	Di(2-etyhlexyl) phtalat	μg/l	8	US EPA 525.2	С
54.	Acrylamide	μg/l	0,5	US EPA 8032A	С
55.	Epiclohydrin	μg/l	0,4	US EPA 8260A	С
56.	Hexacloro butadiene	μg/l	0,6	US EPA 524.2	С
III. F	'esticides	<b>L</b>	·	<u> </u>	
57.	Alachlor	μg/l	20	US EPA 525.2	C
58.	Aldicarb	μg/l	10	US EPA 531.2	С
59.	Aldrin/Dieldrin	μg/l	0,03	US EPA 525.2	С
60.	Atrazine	μg/l	2	US EPA 525.2	С
61.	Bentazone	μg/l	30	US EPA 515.4	С
62.	Carbofuran	μg/l	5	US EPA 531.2	С
63.	Chlordane	μg/l	0,2	US EPA 525.2	С
64.	Chlorotoluron	μg/l	30	US EPA 525.2	С
65.	DDT	μg/l	2	SMEWW 6410B, or SMEWW 6630 C	С
66.	1,2 - Dibromo - 3 Chloropropane	μg/l	1	US EPA 524.2	С
67.	2,4 - D	μg/l	30	US EPA 515.4	С
68.	1,2 - Dichloropropane	μg/l	20	US EPA 524.2	С
69.	1,3 - Dichloropropene	μg/l	20	US EPA 524.2	С
70.	Heptachlor & heptachlor epoxide	μg/l	0,03	SMEWW 6440C	С
71.	Hexachlorobenzene	μg/l	1	US EPA 8270 - D	С
72.	Isoproturon	μg/l	9	US EPA 525.2	С
73.	Lindane	μg/l	2	US EPA 8270 - D	С
74.	MCPA	μg/l	2	US EPA 555	С
75.	Methoxychlor	μg/l	20	US EPA 525.2	С
76.	Methachlor	μg/l	10	US EPA 524.2	С
77.	Molinate	μg/l	6	US EPA 525.2	С
78.	Pendimetalin	μg/l	20	US EPA 507, US EPA 8091	С
79.	Pentaclorophenol	μg/l	9	US EPA 525.2	С
80.	Permethrin	μg/l	20	US EPA 1699	С
81.	Propanil	μg/l	20	US EPA 532	С
82.	Simazine	μg/l	20	US EPA 525.2	С
83.	Trifuralin	μg/l	20	US EPA 525.2	С
84.	2,4 DB	μg/l	90	US EPA 515.4	С
85.	Dichloprop	μg/l	100	US EPA 515.4	С
86.	Fenoprop	μg/l	9	US EPA 515.4	С
87.	Mecoprop	μg/l	10	US EPA 555	С
88.	2,4,5 - T	μg/l	9	US EPA 555	С
IV. D	isinfectants and disinfectant by-	products			
89.	Monochloramine	μg/l	3	SMEWW 4500 - Cl G	В

90.	Chlorine residue	mg/l	Within	SMEWW 4500Cl or US EPA 300.1	A
91.	Bromate	μg/l	0,3 - 0,5	US EPA 300.1	C
92.	Chlorite	μg/l	200	SMEWW 4500 Cl or US EPA 300.1	С
93.	2,4,6 Trichlorophenol	μg/l	200	SMEWW 6200 or US EPA 8270 - D	С
94.	Formaldehyde	μg/l	900	SMEWW 6252 or US EPA 556	С
95.	Bromoform	μg/l	100	SMEWW 6200 or US EPA 524.2	С
96.	Dibromchlorometane	μg/l	100	SMEWW 6200 or US EPA 524.2	С
97.	Bromodichlorometane	μg/l	60	SMEWW 6200 or US EPA 524.2	С
98.	Chloroform	μg/l	200	SMEWW 6200	С
99.	Dichloroacetic acid	μg/l	50	SMEWW 6251 or US EPA 552.2	С
100.	Tricloroacetic acid	μg/l	100	SMEWW 6251 or US EPA 552.2	С
101.	Chloral hydrate (trichloroacetaldehyde)	μg/l	10	SMEWW 6252 or US EPA 8260 - B	С
102.	Dichloroacetonitrile	μg/l	90	SMEWW 6251 or US EPA 551.1	С
103.	Dibromoacetonitrile	μg/l	100	SMEWW 6251 or US EPA 551.1	С
104.	Trichloroacetonitrile	μg/l	1	SMEWW 6251 or US EPA 551.1	С
105.	Cyano chlorite (as CN)	μg/l	70	SMEWW 4500J	С
V. Ra	dioactive constituents				
106.	Gross α activity	pCi/l	3	SMEWW 7110 B	В
107.	Gross β activity	pCi/l	30	SMEWW 7110 B	В
VI. N	licro-organism	<u> </u>			
108.	Total Coliform	Bacteri al/100m 1	0	TCVN 6187 - 1,2 :1996 (ISO 9308 - 1,2 - 1990) or SMEWW 9222	A
109.	E.coli or thermo-tolerant coliform	Bacteri al/100m 1	0	TCVN6187 - 1,2 : 1996 (ISO 9308 - 1,2 - 1990) or SMEWW 9222	A

#### Note:

- $^{(*)}$  perceptible parameters.
- (\*\*) Applicable to maritime areas and islands.
- Both Nitrate and Nitrite might possibly create Methaemoglobin. Thus, in case both substances exist in drinking water, then the concentration (C) of each substance in compared with maximum limit is not allowed to exceed 1 and is calculated by following formula: Cnitrate/max limit of Nitrate + Cnitrite/max limit of Nitrate  $\le 1$

# PART III. FREQUENCY OF WATER QUALITY MONITORING/INSPECTION

## I. Monitoring/inspection prior to the use of water sources

- Testing of all parameters under A, B, C levels to be carried out by water providers.

# II. Regular monitoring

- 1. For parameters under A level:
- a) Test at least 01 time per week, to be done by water providers;
- b) Test, monitor and experiment at least 01 time per month by functional agencies.
- 2. For parameters under B level:
- a) Test at least 01 time per 6 months, to be done by water providers;
- b) Test, monitor and experiment at least 01 time per 6 months by functional agencies.
- 3. For parameters under C level:
- a) Test at least 01 time per 2 years, to be done by water providers;
- b) Test, monitor and experiment at least 01 time per 2 years by functional agencies

## III. Unscheduled monitoring/inspection

- 1. Following circustances are required to have urgent monitoring/inspection:
- a) The results of testing of water sources' hygiene or epicdemic investigations reveal that water sources have potentially risks to contamination.
- b) Environmental incidents appeared, which might negatively impact to the hygienic quality of water sources;
  - c) Other specific requirements.

# PART IV. IMPLEMENTATION ARRANGEMENTS

## I. Responsibilities of water providers:

- 1. Ensure water quality and carry out the testing/monitoring as per stipulations in this Technical Regulation.
  - 2. Subject to the testing, monitoring/inspection of functional agencies.

## II. Responsibilities of provincial Department of Health

Provincial DOHs will be responsible to provide guidance, inspection/monitoring on the compliance of this Technical Regulation of relevant organizations, institutions, individuals who

involve in the process of exploitation, production and trading water for drinking purposes within the provincity/city.

# III. Responsibilities of Ministry of Health

MOH will lead relevant agencies/institutions to provide guidance, inspection/monitoring on the compliance of this Technical Regulation.

IV. In case of possible changes/supplementation or adjustment of stipulations in this Technical Regulation, the new/revised regulatory document issued by MOH's Minister will be followed.

# Appendix 5 - D Preliminary Engineering Design for Regulating Reservoir at Ong Te Stream

## 1. Regulating Reservoir

#### (1) Reservoir Location

The regulating reservoir is planned to construct at Ong Te Stream which belongs to the territory of Tan Hung Commune, Ben Cat District, Binh Duong Province and is at the geographical coordinates of 11°12'19" north latitude and 106°39'15" east longitude. It runs along the National Highway No.13 and is 37 km away from Thu Dau Mot town to the north.

## (2) Reservoir Functions

#### 1) Reservoir Functions

The functions of the regulating reservoir are followings;

- Ensure the stable and continuous water supply for urban area and industrial parks in the Northern Part of Binh Duong Province when water resource is stopped supplying from Phuoc Hoa Dau Tieng Canal due to inspection and maintenance.
- Discharge water to the downstream river with no negative impact for the downstream environment in Ong Te Stream.

## 2) Construction Process and Reservoir Volume

Based on the approval by Hydraulic Project Investment & Construction Management Board No. 9, Ministry of Agriculture and Rural Development with Decision No. 307 QD-BQL9 signed on May 23, 2012, 2 to 3 days capacity of NBDWTP is employed for planning of regulating reservoir. The construction process and the reservoir volume are determined as shown in **Table 1.1**.

- ▶ Phase I: Construct the Ong Te Stream intercepting dam to create the reservoir with 1,000,000 m³ of useful volume. NBDWTP capacity is 312,000 m³/day.
- ➤ In the future; When NBDWTP capacity increases to 1,200,000 m³/day, the dam body will be heighten to increase the reservoir volume to 2,500,000 m³.

**Table 1.1 Storage Volume and Water Level** 

	WTP	Storage	Dead	Normal	Flood	Inundati	on Area
Phase	Capacity	Volume	Water	Water	Water	Elevation	A #0.0
	Capacity	volume	Level	Level	Level	Elevation	Area
Phase I	312,000m <sup>3</sup> /day	1,000,000m <sup>3</sup>	21.0m	24.5m	25.7m	26.0m	53.0 ha
In the future	1,200,000m <sup>3</sup> /day	$2,500,000 \text{m}^3$	21.0m	27.5m	29.0m	29.0m	91.5 ha

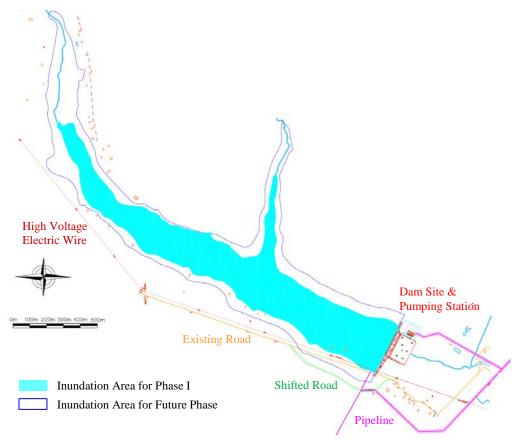


Figure 1.1 Inundation Area of Regulating Reservoir

## (3) Works Grade and Design Criteria

#### 1) Works Grade

According to hydraulic works classification of National Code of hydraulic works QCVN04-05:2012/BNNPTNT, the grade of the regulating reservoir is classified as follows;

- Phase I; Water supply volume is 3.61 m<sup>3</sup>/s (312,000 m<sup>3</sup>/day) which correspond to class II ranging from 2 to 10 m<sup>3</sup>/s.
- ➤ In the future; Water supply volume is 13.9 m³/s (1,200,000 m³/day) which correspond to class I ranging from 10 to 20 m³/s.

# 2) Design Criteria

Based on the above works grade, the design criteria of the regulating reservoir are determined according to the regulations of National Code of hydraulic works QCVN04-05:2012/BNNPTNT as shown in the **Table 1.2**.

Table 1.2 Design Criteria of the Regulating Reservoir

NI.	Table 112 Design Criteria of the			lue
No.	Item	Unit	Phase I	In the future
1	Guaranteed water supply probability	%	95	95
2	Design flood frequency	%	1	0.5
3	Check flood frequency	%	0.2	0.1
4	Drought flood frequency for construction	%	10	5
5	Design wind frequency			
	- Normal water level	%	2	2
	- Design flood water level		25	25
6	Allowed stable safety factor [k]			
	(According to design standard 14 TCN 157-2005			
	for compacted earth fill dam):			
	- Normal case		1.35	1.5
	- Special case		1.15	1.2
7	Safety height of the main dam			
	- Gravity concrete dam	m	0.6	0.8
	- Earth fill dam for normal water level		1.2	1.5

## (4) Dam Site Location

# 1) Comparison of Dam Site Alternatives

Two alternatives of the dam site location are selected for the construction of the river intercepting dam to create the reservoir as shown in **Table 1.3** and **Figure 1.2**.

**Table 1.3 Comparison of Dam Site Alternatives** 

Item	Location 1	Location 2
Location	About 300 m away from the confluent of	About 300 m away from the location 1 and
	Ong Te Stream and Bong Trang Stream to	100 m away from the high voltage electric
	the upstream	pole No. 3299 to the upstream
Advantage	<ul> <li>Favourable construction conditions due to near transportation route.</li> <li>Inundation area is smaller than that of location 2.</li> </ul>	- Not affect the high voltage electric pole No. 3299.
Disadvantage	- The high voltage electric pole No. 3299 is located in planned regulating reservoir.	<ul> <li>Inundation area is bigger than that of location 1.</li> <li>The pipeline after the pumping station is additionally prolonged 300 m.</li> </ul>
Inundation area	91.5 ha in the future phase	145.2 ha in the future phase

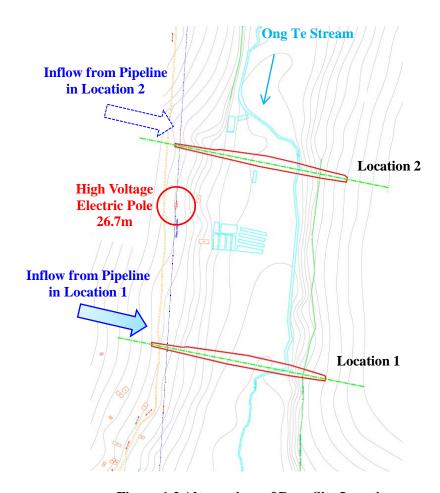


Figure 1.2 Alternatives of Dam Site Location

## 2) High Voltage Electric Pole

JICA Survey Team proposed alternatives shown in **Figure 1.3** to prevent the high voltage electric pole No. 3299 from the storage water in Location 1 and discussed with the administrator of the electric pole, Electricity Transmission Company No.4 –EVN.

Current information obtained from Electricity Transmission Company No.4 –EVN are;

- Alternative E1 and E2 that the concrete base or wall would be constructed around the electric pole to prevent it from the storage water are not feasible for them, because it is difficult to execute the maintenance works around the electric pole.
- Alternative E3 that dam embankment in front of the high voltage electric pole is constructed depending on storage water level, is more feasible to prevent it from storage water.
- Replacement works need more detailed consideration due to the time restriction and high voltage.

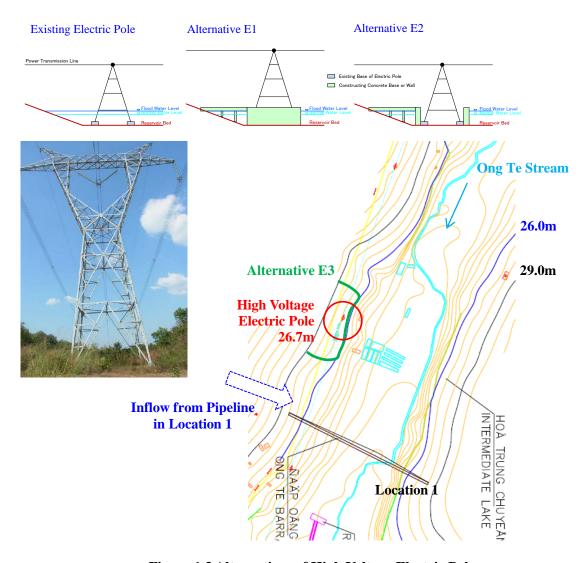


Figure 1.3 Alternatives of High Voltage Electric Pole

#### 3) Conclusion of Dam Site Location

Location 1 is selected as a conclusion of the dam site location based on the following reasons;

- ➤ The storage water doesn't affect the high voltage electric pole in Phase I project.
- Replacement works or construction of dam embankment in front of the high voltage electric pole will be implemented by the future phase.

#### (5) Hydrological Conditions

Ong Te Stream length is about 10km and the total basin area is about 48 km². The Basins have two types of land use; one part is the poor forest which concentrates along the river. The rest is rubber plantation and agricultural cultivation. The climate clearly divides into two seasons; dry and rainy seasons. The inflow in Ong Te Basin depends on the season variation.

Hydrological prameters in Ong Te rservoir are shown is **Table 1.4** based on the meteorological and hydrological observation data and calculation.

Table 1.4 Hydrological Parameters in Ong Te Reservoir

No.	Parameter	Symbol	Unit	Value
1	Basin area	Flv	km <sup>2</sup>	48.0
2	Basin average rainfall	Xo	mm	1900.0
3	Long-term average flow	Qo	m <sup>3</sup> /s	1.22
4	Annual flow module	Mo	l/s.km <sup>2</sup>	25.4
5	Annual flow depth	Yo	mm	800.0
6	Annual discharge, P = 85%,	Q <sub>85%</sub>	m <sup>3</sup> /s	0.847
7	Annual total flow, P = 85%	W <sub>85%</sub>	106m <sup>3</sup>	26.725
8	Evaporation losses of the reservoir	$\Delta Z$	mm	508
9	Design flood discharge, P = 1%	Q <sub>1%</sub>	m <sup>3</sup> /s	346
10	Design flood discharge, P = 0.5%	Q <sub>0.5%</sub>	$m^3/s$	398
11	Check flood discharge, P = 0.2%	Q <sub>0.2%</sub>	m <sup>3</sup> /s	470
12	Check flood discharge, P = 0.1%	Q <sub>0.1%</sub>	m <sup>3</sup> /s	526
13	Total sludge deposit per year	V	m <sup>3</sup> /year	13,732

# (6) Capacity of the Reservoir

# 1) Storage Curve of the Reservoir

The relationship between storage volume, surface area and water level are calculated based on the topographic survey data in the past study as shown in **Table 1.5**.

Table 1.5 Relationship between Storage Volume, Surface Area and Water Level

Water Level Z(m)	Surface Area F(ha)	Volume W(10 <sup>6</sup> m <sup>3</sup> )
20	7.4	0.074
21	13.0	0.176
22	20.9	0.345
23	27.8	0.589
24	36.0	0.908
25	42.6	1.301
26	52.9	1.778
27	62.9	2.357
28	76.2	3.052
29	91.5	3.879
30	106.3	4.858
31	126.8	6.023

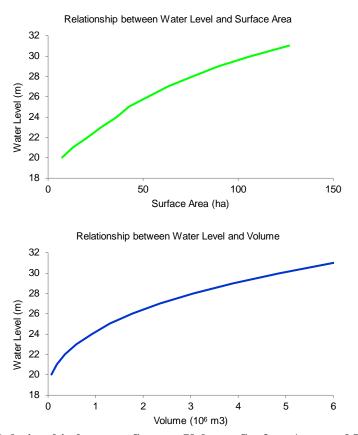


Figure 1.4 Relationship between Storage Volume, Surface Area and Water Level

## 2) Dead Water Level

The annual sludge deposit volume is estimated about 13,732 m³ by the hydrological calculation. Based on the relationship between storage volume and water level, the reservoir can store the sludge for 13 years, when the dead water level is 21.0m. In consideration of the dam scale, the dead water level is determined to 21.0m. It is necessary to check the sludge storage volume and dredge the sludge as needed after commencement of the operation.

## 3) Capacity of the Reservoir

On the basis of the dead volume and the useful volume, the normal water level is defined as the following **Table 1.6**.

**Table 1.6 Capacity of the Reservoir** 

No.	Parameter	Unit	Value		
140.	rarameter	Omt	Phase I	In the future	
1	Normal water level	m	24.5	27.5	
2	Dead water level	m	21.0	21.0	
3	Total volume (normal water level)	$m^3$	1,200,000	2,700,000	
4	Dead volume	$m^3$	200,000	200,000	
5	Useful volume	$m^3$	1,000,000	2,500,000	

## (7) Design Outline of the Reservoir

## 1) Flood Spillway and Stilling Basin

Based on the flood discharge, the flood water level of the reservoir and the length and depth of the stilling basin are calculated as shown in the following **Table 1.7**.

Table 1.7 Dimension of Spillway and Stilling Basin

No.	Parameter	Unit	Value		
NO.	Parameter	Unit	Phase I	In the future	
1	Overflow level	m m <sup>3</sup>	24.5	27.5	
2	Design flood discharge		346	398	
3	Check flood discharge	$m^3$	470	526	
4	Design flood water level	m	25.6	28.7	
5	Check flood water level	m	25.71	28.96	
6	Spillway width	m	153	153	
7	Stilling basin length	m	10.0	10.0	
8	Stilling basin depth	m	1.0	1.0	
9	Bank level in downstream	m	21.5	23.0	

#### 2) Main Dam

There are two material alternatives for the main dam; earth fill dam and gravity concrete dam. The dam crest is defined according to the design standard 14 TCN 157-2005 for compacted earth fill dam and the design standard 14 TCN 56-88 for concrete and reinforced concrete dam as shown in **Table 1.8**.

**Table 1.8 Dimension of Main Dam** 

			Pha	se I	In the future	
No.	Parameter	Unit	Concrete	Earth	Concrete	Earth
			dam	dam	dam	dam
1	Dam crest level	M	27.0	27.0	30.0	30.0
2	Dam bed level at lowest place	M	19.0	19.0	19.0	19.0
3	Highest dam height	M	8.0	8.0	11.0	11.0
4	Dam length	M	214	207	382	350
5	Dam crest width	M	7.0	7.0	7.0	7.0

#### 3) Intake Tower

The water intake tower is installed 10m away from the dam body in the reservoir. The water is taken directly from the intake tower to the downstream pumping station through the pipeline.

- Intake tower dimension; 15.0 x 15.0 x 9 m
- Number of gate; 2
- Gate dimension: 6.0 x 3.0 m
- Number of bar screen: 2
- Number of fine screen; 2
- Number of pipeline through dam; 2 (1 for Phase I and 1 for future phase)
- Pipeline diameter; D = 2,400 mm

## (8) Dam Material

The main dam height for the regulating reservoir is less than 15 m in future phase and relatively low scale. In order to consider the optimal alternative, two alternatives for dam material are studied.

## 1) Alternative1; Gravity Concrete Dam

The main dam is made of concrete M150 and covered around by reinforced concrete M200. Because the dam ground is weak soil and load-bearing capacity is smaller than ground stress, the ground treatment must be carried out by reinforced concrete pile M300.

#### 2) Alternative2: Earth Fill Dam

The earth fill dam body consists of a poor permeability soil (permeability coefficient kt  $\leq 10^{-5}$  cm/s). The upstream surface in the earth fill dam is consolidated by ashlar with 30 cm

thickness for erosion protection. The downstream surface in the earth fill dam is planted with grass.

Water proof treatment is carried out by taking off the 2nd layer soil and replacing it with the soil that has poor permeability (permeability coefficient  $kt \le 10^{-5}$  cm/s).

## 3) Comparison of Dam Material Alternatives

Two alternatives of the dam material are compared as shown in **Table 1.9**. Both dams have the structural stability as a result of water proof, erosion protection for dam body and ground load bearing capacity. The earth fill dam needs a complicated connection work with spillway and intake pipeline due to different materials, but is much cheaper than the gravity concrete dam. On the other hand, the gravity concrete dam needs a complicated construction work for ground treatment with many piles and is more expensive than the earth fill dam.

**Table 1.9 Comparison of Dam Material Alternatives** 

Item	Gravity Concrete Dam	Earth Fill Dam
Dam Body	- Water proof and erosion protection by concrete material.	Water proof and erosion protection by poor permeability soil and consolidated surface of ashlar.
Ground Load Bearing	- Maintain the load bearing capacity as a result of ground treatment with reinforced concrete piles.	- Specific weight is relatively small, so load bearing capacity is enough.
Construction Work	<ul><li>Simple connection work with spillway due to same material.</li><li>Complicated construction work for ground treatment with many piles.</li></ul>	- Complicated connection work with spillway and intake pipeline due to different material.

Table.1.10 Required Capacity and Construction Cost for Reservoir at Ong Te Stream

Phase	WTP	Required Capacity of	Normal Water	Flood Water	Inundation		ction Cost on USD)
Phase	Capacity	Reservoir (m <sup>3</sup> )	Level (m)	Level (m)	Area (ha)	Concrete Dam	Earth Fill Dam
Phase I	312,000	1,000,000	24.5	25.7	53.0	9.3	5.8

## 2. Regulating Reservoir Pumping Station

Layout plan of Regulating Reservoir Pumping Station with One-Way Surge Tank is shown in **Figure 2.1**.

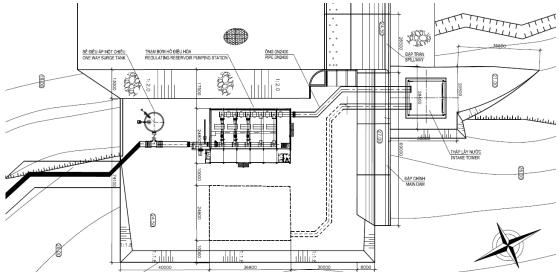


Figure 2.1 Layout of Regulating Reservoir Pumping Station with One-Way Surge Tank

## (1) Regulating Reservoir Pumping Station

Required total pump head of Regulating Reservoir Pumping Station is estimated in **Table 2.1** Loss of pressure along pipeline with capacity of 343,200 m<sup>3</sup>/d is calculated from hydraulic gradient of 0.0009543 in **Appendix 5 - B**.

Loss of head along the pipeline from Regulating Reservoir Pumping Station to NBDWTP = 5,286 (m) x 0.0009543 = 5.04 (m).

Table 2.1 Calculation for Required Total Pump Head of Regulating Reservoir Pumping Station in Phase I

	<u> </u>	
	Item	Phase I
a.	Loss of pressure along the pipeline	$H_1 = 5.04 m$
b.	Difference in level between Receiving	$H_2 = 13.70 \text{ m}$
	Tank of WTP (34.70) and dead water	
	level at Regulating Reservoir (21.00)	
c.	Excessive pressure at Receiving Tank	$H_3 = 2.00 \text{ m}$
d.	Pumping Station internal loss	$H_4 = 3.00 \text{ m}$
e.	Required total pump head	H = 23.74  m
	$H = H_1 + H_2 + H_3 + H_4$	

**Table 2.2**shows the description of Regulating Reservoir Pumping Station.

Table 2.2 Description of Regulating Reservoir Pumping Station in Phase I

Flow rate:	$3.61 \text{m}^3/\text{sec} = 312,000 \text{m}^3/\text{day}$
Number of pumps:	- 3 pumps including 1 standby in Phase I
	- 2 pumps in future
Total pump head	- 22.7 m
Dimensions:	W18m x L44.0m

#### (2) One-Way Surge Tank

One-Way Surge Tank is installed to mitigate adverse effects of water hummer to pipeline by pump operation and to keep required water head to convey raw water through pipeline from Regulating Reservoir Pumping Station to North Binh Duong Water Treatment Plant (NBDWTP).

The required water heads and structural figures of One-Way Surge Tank installed just after Regulating Reservoir Pumping Station are summarized in **Figure 2.2**. Detailed calculation for required water level is given in **Appendix 5 - B**.

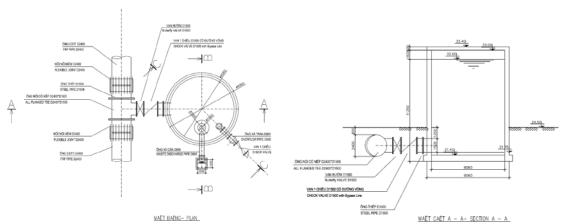


Figure 2.2 Dimensions of One-Way Surge Tank

# Appendix 5 - E Preliminary Engineering Design for Regulating Reservoir at Intake Site

## 1. Regulatory Background and Required Capacity

"TCXDVN 33:2006 :Water Supply - Distribution System and Facilities Design Standard" requires at least 70% of water supply for 3 days for class I of Reliability Level of the water supply system.

On the other hand, "Technical Process of Maintenance and Operation of the Work (temporary – second publish) No. 315D-12-B01B" prepared by Hydraulic Engineering Consultants Corporation No. II (HEC II) proposed that Phuoc Hoa – Dau Tieng canal needs to be periodically dried water once in 2 to 5 years for inspection and repair. The proposal of drying water for inspection was approved by Hydraulic Project Investment & Construction Management Board No. 9, Ministry of Agriculture and Rural Development by Decision No. 307 QD-BQL9 signed on May 23, 2012.

Based on the above approval, "Option Study" proposed regulating reservoir with 2 to 3 days capacity of WTP. The capacity of reservoir depends on the agreement between BIWASE and Dau Tieng - Phuoc Hoa Irrigation Mining Limited Liability Company in which maximum period of dried water for inspection and maintenance.

When the maximum period of dried water in the agreement is assumed to be 2 or 3 days, required capacities of reservoir for 70% of normal supply for 3days stipulated in "TCXDVN 33:2006: Water Supply - Distribution System and Facilities Design Standard" depend on production capacity of NBDWTP and are calculated in Table below. Because NBDWTP service area can be covered by other 3 WTPs of Thu Dau Mot, Di An, and Tan Hiep.

Table 1 Required Capacity of Reservoir at Intake Point

Production Capa	acity (m³/d)		(d)=(c)x0.7 Required	(e)=((d)-(a))x3	(f)=((d)-(a))x3-(b)
(a) Thu Dau Mot Di An Tan Hiep	(b) NBDWTP	(c)=(a)+(b) Total ( $m^3/d$ )	Minimum Production Capacity (m <sup>3</sup> /d)	Required Capacity of Reservoir (m <sup>3</sup> )	Required Capacity of Reservoir (m <sup>3</sup> )
421,600	150,000	571,600	400,120	0	0
421,600	300,000	721,600	505,120	250,560	0
421,600	600,000	1,021,600	715,120	880,560	280,560
421,600	1,000,000	1,421,600	995,120	1,720,560	720,560

<sup>(</sup>e) Dried water period in canal for 3 days

## 2. Size of Reservoir at Intake Point

During emergency period of water dried in the canal, full or 70 % supply will be guaranteed to consumers. The sizes and areas required for reservoir of each case at intake point are calculated for two days of water dried period in the canal in the table below. Average depth of reservoir is assumed to be 7 % m with effective depth of 3.5 %.

<sup>(</sup>f) Dried water period in canal for 2 days

**Table 2 Dimension of Reservoir at Intake Point** 

Emergency	Suchandad		Production Required Capacity of		with sonry Slope	Reservoir with Concrete Retaining Wall	
Case	Canal	NBDWTP (m³/d)	Reservoir (m³)	Length of one side of Wall (m)	Area (ha)	Length of one side of Wall (m)	Area (ha)
Case A	) dave	600,000	1,200,000	657	43.2	623	38.8
(Full Supply)		1,000,000	2,000,000	827	68.4	794	63.0
		150,000	0	-	-	-	-
Case B	2 days	300,000	0	-	-	-	-
(70% Supply)	2 days	600,000	280,560	354	12.5	321	10.3
		1,000,000	720,560	525	27.6	491	24.1

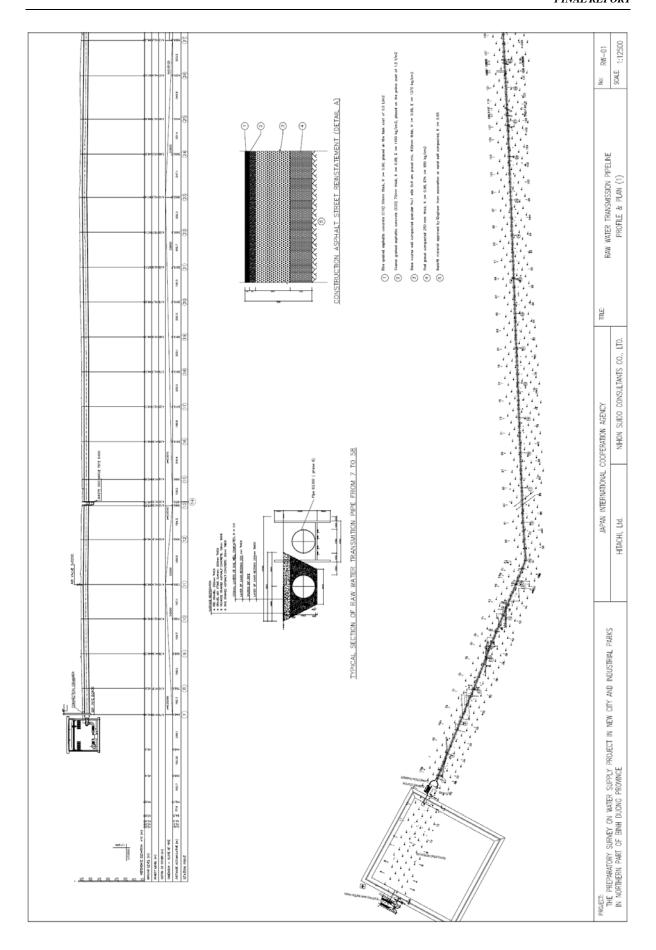
## 3. Construction Cost of Reservoir at Intake Point

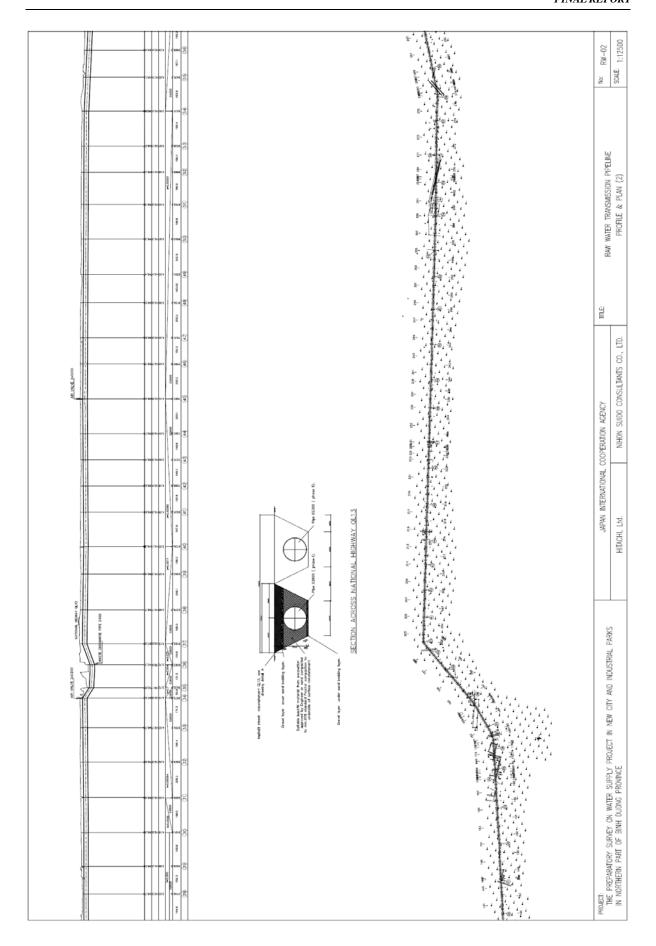
Construction costs for various volumes of reservoir at intake point are estimated in Table below.

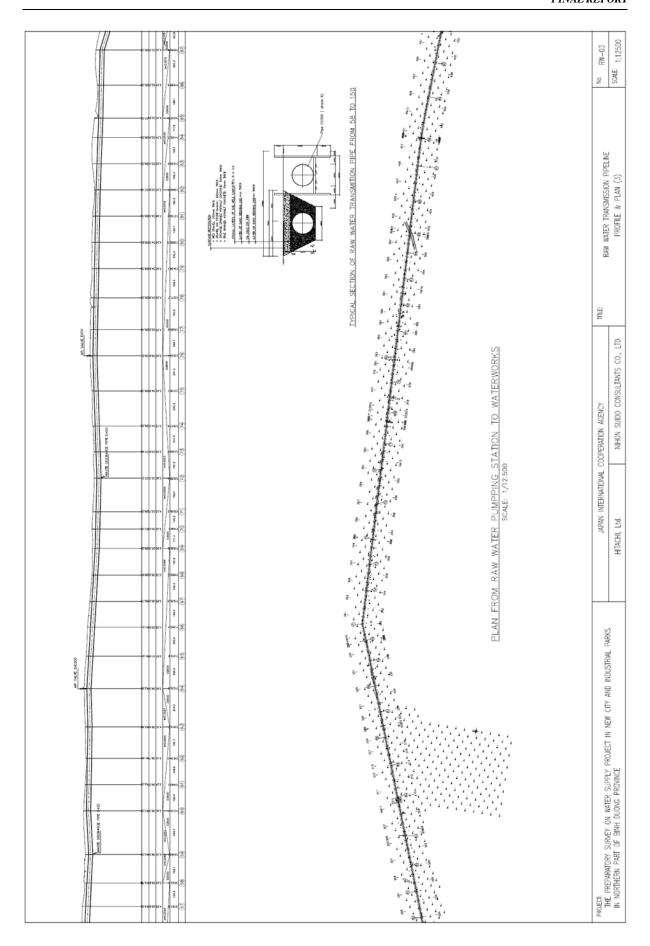
**Table 3 Construction Cost of Reservoir at Intake Point** 

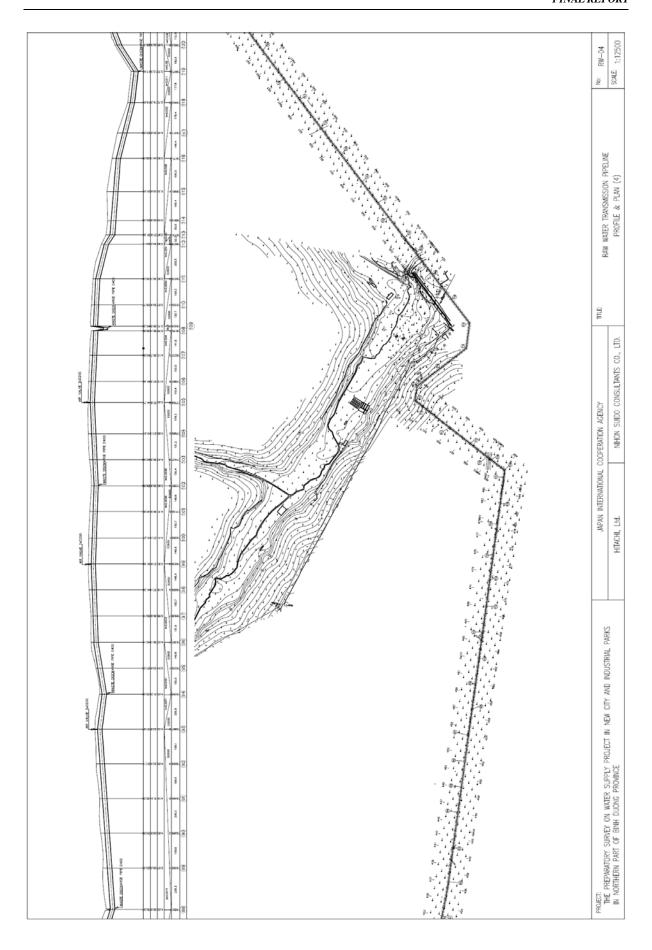
	Table 5 Constituction Cost of Reservoir at Intake 1 offic										
Required	Reservoir	with Stone slo	•	Wall with	Reservoir with Concrete Retaining Wall						
Capacity of	Length of	A	Construction Cost		Length of	Δ	Construc	tion Cost			
Reservoir (m <sup>3</sup> )	one side of Wall (m)	Area (ha)	Billion VND	or wan		Area (ha)	Billion VND	Million USD			
1,000,000	606	36.7	112.8	5.5	572	32.7	292.9	14.0			
1,200,000	657	43.2	131.1	6.3	623	38.8	327.8	15.7			
2,000,000	827	68.4	202.3	9.7	794	63.0	453.4	21.7			
250,560	339	11.5	38.4	1.8	305	9.3	130.6	6.3			
880,560	573	32.8	101.6	4.9	539	29.1	271.0	13.0			
1,720,560	772	59.6	178.1	8.5	739	54.6	411.5	19.7			
280,560	354	12.5	41.7	2.0	321	10.3	139.1	6.7			
720,560	525	27.6	86.3	4.1	491	24.1	240.1	11.5			

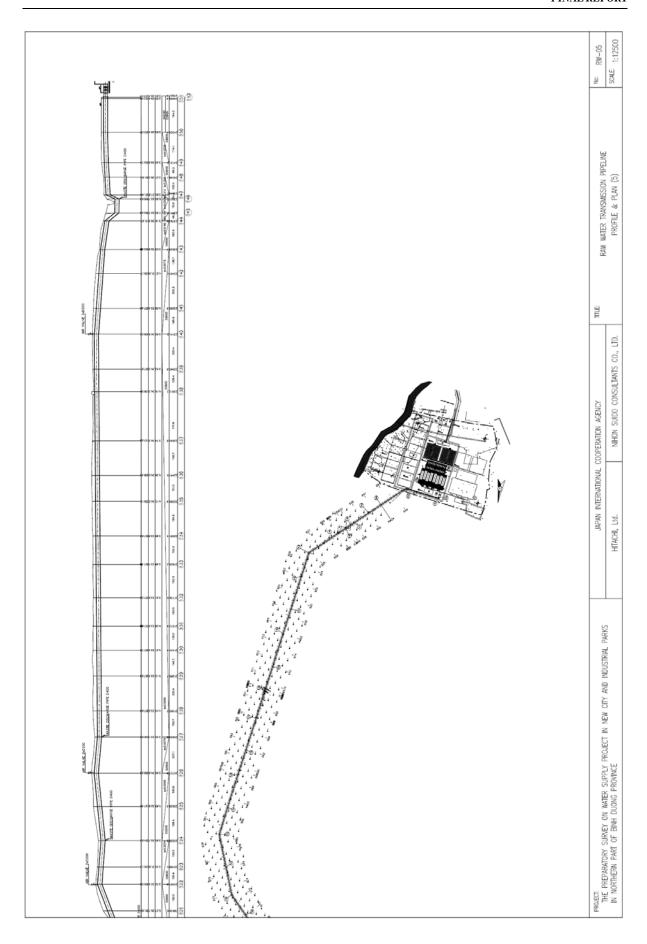












# Appendix 6 - B Hydrological Conditions and Design Basis for Regulating Reservoir

## 1. Hydrological Conditions

#### 1.1. River Characteristic

Based on the topographic map which scale is 1: 25,000 prepared by the General Department of Surveying and Mapping under the Ministry of Natural Resources and Environment, the river characteristic of Ong Te Stream is shown in the following table.

**Table 1.1 Basin Morphologic Characteristics** 

Location	Basin Area F (km²)	River Length L <sub>S</sub> (km)	Average Slope of River Bed J <sub>S</sub> (‰)	Average Slope of Basin J <sub>Sd</sub> (‰)
Ong Te basin	48.0	10.0	4.0	150.0

## 1.2. Meteorological elements

Meteorological elements are defined referring to Volume 4 of Specialized report, Part 4A Hydrometeorology of headwork, No. 315C-03-B01 published in July 2004 by Hydraulic Engineering Consultants Corporation II (HEC II).

## (1) Basin Rainfall

Basin average rainfall is defined as  $X_o = 1900$  mm based on Water Resources Atlas by General Department of Hydro-meteorology.

The maximum daily rainfall in Ong Te basin is calculated by the maximum daily rainfall data in Binh Long station. The results are shown in the following table.

Table 1.2 Maximum Daily Rainfall corresponding to Design Probability

P (%)	0.1	0.2	0.5	1.0	5.0	10
$X_{P}$ (mm)	378.0	343.6	299.0	266.0	192.0	161.0

# 1.3. Hydrological Elements

## (1) Annual Flow

# a) Long-term Average Flow

Long-term average flow  $Q_0$  is calculated by the following formula.

$$Q_o = \frac{Y_o * F}{1000 * T}$$

Where:

F: Basin area,

T: The number of seconds per one year,

Y<sub>0</sub>: Long-term average equivalent runoff, which is calculated by the following formula,

$$Y_o = X_o - 1100 = 1900 - 1100 = 800 \text{ mm}.$$

The annual flow characteristics in Ong Te basin are shown in the following table.

Table 1.3 Long-term Average Flow in Ong Te basin

$F(km^2)$	X <sub>o</sub> (mm)	$Q_o (m^3/s)$	$M_o (l/s.km^2)$	Y <sub>o</sub> (mm)
48.0	1900	1.22	25.4	800

# b) Design Annual Flow

- Variation coefficient of annual flow; Cv = 0.3,
- Bias coefficient of annual flow, Cs; According to Norm QP.TL C6-77, if there are not any annual flow documents in a basin, the bias coefficient is calculated by Cs = 2Cv empirically.

The annual flow corresponding to design probability is shown in the following table.

**Table 1.4 Design Annual Flow in Ong Te basin** 

E (1-m <sup>2</sup> )	O (m <sup>3</sup> /a)	Cv	Cs	$Q_{\rm P}$ (m <sup>3</sup> /s)					
F (km <sup>2</sup> )	$Q_o (m^3/s)$	CV		$Q_{80\%}$	Q <sub>85%</sub>	$Q_{90\%}$	Q <sub>95%</sub>		
48.0	1.22	0.3	0.6	0.905	0.847	0.779	0.685		

Table 1.5 Monthly Design Average Flow in Ong Te basin (Unit: m<sup>3</sup>/s)

P (%)	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	Average
Average	0.308	0.154	0.088	0.117	0.272	0.716	1.486	3.071	3.258	2.756	1.678	0.711	1.218
50	0.299	0.150	0.086	0.114	0.264	0.694	1.442	2.978	3.159	2.673	1.627	0.690	1.181
75	0.241	0.121	0.069	0.092	0.214	0.562	1.166	2.409	2.556	2.162	1.316	0.558	0.956
80	0.229	0.115	0.066	0.087	0.202	0.532	1.104	2.280	2.419	2.047	1.246	0.528	0.905
85	0.214	0.107	0.061	0.082	0.189	0.498	1.034	2.136	2.267	1.918	1.167	0.495	0.847
90	0.197	0.099	0.057	0.075	0.174	0.458	0.951	1.964	2.084	1.763	1.073	0.455	0.779
95	0.173	0.087	0.050	0.066	0.153	0.403	0.836	1.727	1.833	1.551	0.944	0.400	0.685

## (2) Flood Discharge

# a) Peak Design Flood Discharge

The peak flood discharge is calculated by the empiric formula of Alecxayep according to Norm QP.TL C6-77 for calculation of design hydrological characteristics.

$$Q_{MAX} = \alpha * \overline{\psi}(\tau_a) * X_p * F = q * F$$

Where;

 $\alpha$ : Discharge coefficient ( $\alpha$ =16.67),

 $\overline{\psi}(\tau_a)$ : Rainfall reduction curve corresponding to flow concentration time in the similar basin,

 $\tau_a$ : Flow concentration time in the similar basin,

X<sub>P</sub>: Maximum daily rainfall corresponding to design probability,

F: Basin area,

q: Maximum discharge module.

Flow concentration time is calculated by the following formula.

$$\begin{split} \tau_{a} &= \tau_{sa} + \tau_{da} \\ \tau_{sa} &= \frac{1000 L_{a}}{m_{a} J_{a}^{1/3} F_{a}^{1/4} q_{_{na}}^{1/4}} = \frac{1000 L_{a}}{V_{a} q_{pa}^{1/4}} \end{split}$$

Where;

 $\tau_{sa}$ : Water concentration time in river bed of the similar basin,

 $\tau_{da}$ : Water concentration time on the slope of the similar basin,

L<sub>a</sub>, m<sub>a</sub>, J<sub>a</sub>, F<sub>a</sub>, q<sub>pa</sub>: Specific parameters in the similar basin,

V<sub>a</sub>: Flow velocity in the river of the similar basin.

The calculated results of peak design flood discharge in Ong Te basin are shown in the following table.

Table 1.6 Peak Design Flood Discharge in Ong Te basin

P (%)	0.1	0.2	0.5	1.0	5.0	10
$Q(m^3/s)$	526	470	398	346	232	193

# b) Total Design Flood Discharge

The total flood discharge is calculated by the empirical formula according to Norm QP.TL C6-77 as follows.

$$W_P = X_P * \varphi * F$$

Where;

X<sub>p</sub>: Maximum daily rainfall corresponding to design probability,

 $\varphi$ : Discharge coefficient ( $\varphi$ =0.6),

F: Basin area.

The calculated results of total design flood discharge in Ong Te basin are shown in the following table.

Table 1.7 Total Design Flood Discharge in Ong Te basin

P (%)	0.1	0.2	0.5	1.0	5.0	10
$W(10^3 \text{m}^3)$	10,886	9,896	8,611	7,661	5,530	4,637

# c) Design flood process

The design flood process in Ong Te basin is shown in the following table.

Table 1.8 Design flood process in Ong Te basin

Time	Floor	d discharge	e accordin	g to freque	encies Q (	$m^3/s$ )
(hour)	0.1%	0.2%	0.5%	1.0%	5.0%	10.0%
1	2.7	2.1	1.3	0.8	0.0	0.0
2	111.5	93.3	71.1	56.0	26.8	18.2
3	365.1	316.6	256.0	213.7	122.8	86.7
4	519.5	459.4	383.3	329.0	208.0	156.5
5	539.0	483.0	410.0	357.0	241.0	189.0
6	442.6	404.2	352.9	314.1	225.1	193.0
7	337.9	313.0	279.4	253.3	191.1	162.5
8	244.0	227.8	205.5	188.6	149.5	131.9
9	166.0	157.2	145.2	135.4	112.4	101.0
10	113.4	107.7	101.1	95.2	80.8	75.4
11	74.1	70.9	68.0	65.3	58.1	54.9
12	47.6	45.8	44.2	43.2	40.5	39.5
13	30.7	30.0	29.0	28.5	27.4	27.5
14	20.5	19.8	18.6	18.7	18.7	18.7
15	13.6	13.6	13.4	13.1	12.6	13.0
16	7.9	7.6	8.3	8.7	9.0	8.9
17	5.2	5.3	5.3	5.2	6.3	6.7
18	2.7	3.0	3.4	3.6	3.7	4.6
19	2.1	2.0	1.9	1.9	2.7	2.9
20	1.5	1.5	1.5	1.4	1.7	2.1
21	0.9	1.0	1.0	1.1	1.1	1.3
22	0.3	0.4	0.6	0.7	0.8	0.9
23	0.0	0.0	0.2	0.3	0.6	0.7
24	0.0	0.0	0.0	0.0	0.4	0.5
25	0.0	0.0	0.0	0.0	0.1	0.3
26	0.0	0.0	0.0	0.0	0.0	0.1

## 1.4. Sedimentation

# (1) Suspended Solids

+ Long-term average flow:  $Q_o = 1.22 m^3/s$ ,

+ SS amount:  $\rho_o = 300 \text{ g/m}^3$ ,

+ Total SS amount: 11,542 ton,

+ Specific gravity of SS: 1.2 ton/m<sup>3</sup>,

+ Annual deposit volume: 9,618 m<sup>3</sup>.

# (2) Bed Load (Dislodged Sludge)

+ Total bed load amount: 4,617 ton (40% of suspended solids),

+ Specific gravity: 1.6 ton/m<sup>3</sup>,

+ Annual bed load volume: 2,886 m<sup>3</sup>.

#### (3) Bank Erosion Volume

+ Annual bank erosion volume: 1,250 m³ (empirically 10% of suspended solids and bed load volume).

## (4) Total Annual Sediments in Ong Te Reservoir

$$V_s = 9,618 + 2,886 + 1,250 = 13,754 \text{ m}^3$$

## 1.5. Spillway Discharge and Water Level in Stilling Basin

The relationship between spillway discharge and water level in stilling basin is calculated by the hydraulic formula of uniform flow based on the cross-section of stilling basin.

$$Q = \frac{1}{n} . \omega . R^{2/3} . J^{1/2}$$

The calculation results of the relationship between spillway discharge and water level in stilling basin are shown in the following table.

Table 1.9 Relationship between Spillway Discharge and Water Level in Stilling Basin

$Z_{S}(m)$	17.0	17.5	18.0	18.5	19.0	19,5	20.0	20.5	21.0
$Q_{S} (m^3)$	0.0	2.79	17.7	51,9	114	223	363	531	729

### 2. Dimension of Dam

## 2.1. Flood Spillway

## (1) Spillway Type and Width

The spillway scale depends on the spillway type and the maximum water level in the reservoir when discharging the design flood.

Two spillway types are usually installed in the reservoir, which are gated spillway and un-gated spillway. Un-gated spillway is suitable for Ong Te reservoir based on the following reasons;

- + It is not necessary to install gates and close-open devices.
- + It is not necessary to arrange the staff for frequent observation of water level and operation of gates and close-open devices.
- + Un-gated spillway has a low possibility of incident caused by trees and floating objects.

# a) Phase I

The flood water level in Phase I must be lower than 26.5 m to prevent the high voltage electric pole from storage water

Regarding spillway scale, there are three alternatives for spillway width, which are Bt = 100 m, 150 m and 200 m. The flood water level in the reservoir is calculated by the calculation formula of spillway discharge as follows.

$$Q = m * Bt * \sqrt{2g * H^{3/2}}$$

Where:

Q: Spillway discharge,

m: Spillway discharge coefficient,

Bt: Spillway width,

g: Acceleration of gravity

H: Head on the spillway crest.

Table 2.1 Flood Water Level corresponding to Spillway Width in Phase I

No.	Case	Unit	Flood water level (m)		
			Bt=100 m Bt=150 m Bt=200		Bt=200 m
1	Spillway crest level (normal water level)	m	24.50	24.50	24.50
2	Design flood water level (P=0.5%)	m	25.95	25.6	25.41
3	Check flood water level (P=0.1%)	m	26.01	25.71	25.45

Based on the above results, it is shown that the alternative of Bt = 100 m which flood water level is nearly 26.0 m will not ensure the safety of the high voltage electric pole. On the other hand, flood water levels for Bt = 150 m and 200 m are lower than 26.50 m. In conclusion, Bt = 150 m for the spillway width in Phase I is selected as a result of construction cost.

## b) In the future

In the future, the expansion of the spillway will make many changes and affect the works quality. Therefore, the spillway width will be kept with 150 m in Phase I, and only the spillway crest will be heighten to the normal water level of 27.5 m in the future.

The calculation results of spillway hydraulics in the future are shown in the following table.

**Table 2.2** Flood Water Level in the Future

No.	Case	Unit	Flood water level	
			(m)	
1	Spillway crest level (normal water level)	m	27.50	
2	Design flood water level (P=0.5%)	m	28.70	
3	Check flood water level (P=0.1%)	m	28.96	

Because the normal water level is 27.5 m, the foundation of the high voltage electric pole will flood. Therefore, replacement works or construction of dam embankment in front of the high voltage electric pole will be implemented by the future phase.

## (2) Stilling Basin Dimension

Based on the geological conditions of the river bed which composed of weak soil, the stilling basin is required for energy dissipation in the downstream of the dam.

Since the size of the stilling basin cannot be changed in the future, the design criteria for the future phase are used for designing the stilling basin as follows.

+ Design discharge: Q = 398 m3/s

+ Spillway crest level: Ht = 27.5 m

The dimension of the stilling basin is defined as follows;

+ Stilling basin length

$$1b = \beta * 1n$$

$$ln = 4.5 * hc$$

Where:

lb: Stilling basin length,

β: Coefficient (usually 0.9 is selected),

In: Length of direct hydraulic jump without flooding,

hc: Conjugate depth after hydraulic jump.

As a result, stilling basin length is lb = 10.0 m.

+ Stilling basin depth

$$d = \sigma * hc - h_h - \Delta Z$$

Where:

d: Stilling basin depth,

σ: Coefficient,

h<sub>h</sub>: Downstream depth when the reservoir has not been dug yet,

hc: Conjugate depth after hydraulic jump, calculated with the bed level of the stilling basin,

 $\Delta Z$ : Difference of water head at the outlet gate of the stilling basin, calculated by the following formula,

$$\Delta Z = \frac{Q^2}{2g.\varphi'^2.\omega_h^2} - \frac{\alpha.Q^2}{2g.\omega_b^2}$$

As a result, stilling basin depth is d = 1.0 m.

#### 2.2. Main Dam

#### (1) Dam Crest Level

There are two material alternatives for the main dam, which are earth fill dam and gravity concrete dam. The dam crest is defined by the following formula according to the design standard 14 TCN 157-2005 for compacted earth fill dam and the design standard 14 TCN 56-88 for concrete and reinforced concrete dam.

$$C_{n,d,c} = H_{n,d,c} + \Delta h + h_{sl} + a_{n,d,c}$$

Where;

C<sub>n,d,c</sub>: Non-overflow section level,

H<sub>n.d.c</sub>: Normal water level(n), Design flood water level(d), Check flood water level(c),

 $\Delta h$ : Backwater level due to wind,

h<sub>sl</sub>: Wave run-up level on the dam face,

 $a_{n,d,c}$ : Safe height.

Safe height is selected as follows;

+ Earth fill dam

Table 2.3 Safe Height for Earth Dam

Coco	Safe height a (m)			
Case	Phase I (Class II)	In the future (Class I)		
Normal water level	1.2	1.5		
Design flood water level	1.0	1.0		
Check flood water level	0.3	0.5		

- + Reinforced concrete dam
  - For the Phase I (Class II): a = 0.6 m,
  - For the future phase (Class I): a = 0.8 m.

The calculation results of the dam crest level are shown in the following table.

Table 2.4 Main Dam Crest Level for Concrete Dam and Earth Dam

	Dam crest level (m)					
Case	Phase I (C	Class II)	In the future (Class I)			
	Concrete dam	Earth dam	Concrete dam	Earth dam		
Normal water level	26.33	27.45	29.62	30.54		
Design flood water level 26.66		26.64	29.79	29.75		
Check flood water level	27.00	26.15	29.46	29.46		

Based on the above calculation results, the dam crest level is selected as follows.

Table 2.5 Dam Crest Level

Dam crest level (m)					
Phase I	(Class II)	In the future (Class I)			
Concrete dam Earth dam		Concrete dam	Earth dam		
27.0	27.0 27.0		30.0		
+ 0.6 (breakwater)			+ 0.6 (breakwater)		

## (2) Dam face

## a) Gravity Concrete Dam

The dam face for concrete dam is selected as follows;

- + Upstream face: Vertical form,
- + Downstream face: m = 1:0.8 (including future phase),

## b) Earth Fill Dam

The dam face for earth dam is selected as follows;

- + Upstream face: m = 1:3.0,
- + Downstream face: m = 1:2.5.

The upstream surface in the earth fill dam is consolidated by ashlar with 30 cm thickness for erosion protection. The downstream surface in the earth fill dam is planted with grass.

## 3. Technical Solution

#### 3.1. Ground Treatment

#### (1) Permeability

Because the dam foundation is located on the 2<sup>nd</sup> layer soil composed of sand mainly with strong permeability, the water-proof treatment must be implemented to ensure the dam stability.

## a) Gravity Concrete Dam

Reinforced concrete piles are driven through the 2<sup>nd</sup> layer soil to the 4<sup>th</sup> layer soil for the water-proof treatment.

#### b) Earth Fill Dam

The  $2^{nd}$  layer soil is taken off and replaced with the soil that has poor permeability (permeability coefficient kt  $\leq 10^{-5}$  cm/s) for the water-proof treatment.

## (2) Load-bearing capacity

## a) Gravity Concrete Dam

Because the load-bearing capacity is smaller than the ground stress by the dam body due to weak soil in dam foundation, the reinforced concrete pile M300 are driven to ensure load-bearing capacity.

Based on the calculation results of the dam base stability, the dimension and the number of piles are defined as follows;

- + Pile dimension: (0.35 x 0.35 x 10.5) m,
- + Number of piles at one dam section: 70 piles.

## 3.2. Technical Method for Heightening the Dam in the Future

#### a) Gravity Concrete Dam

The technical treatment method in the future is to heighten the dam crest to the required level (30.0 m) by concrete. The dam foundation must be constructed to meet the dam stability requirements for the future phase when the dam is constructed in Phase I.

#### b) Earth Fill Dam

The dam heightening work requires more complicated technique when compared to the concrete dam. The following methods must be implemented;

- + Use the dam crest of Phase I as a banquette at the upstream,
- + Heighten the dam crest by backfilling the downstream face downward,
- + Extend the drainage system of the downstream face,
- + Heighten two separation walls between the earth dam and the spillway by the new reinforced concrete wall beside the old one.

## 3.3. Flood Spillway

## (1) Cross-Section Shape of Spillway

There are many kinds of cross-section shapes of spillway. The practical section type of Ophixerop is the most suitable one based on the condition in Ong Te reservoir as the following reasons;

- + Largest water discharge capacity,
- + The downstream face made of concrete is not damaged and the dam is not vibrated when discharging flood.

## (2) Ground Treatment of Spillway

## a) Permeability

Because the spillway foundation is located on the 2<sup>nd</sup> layer soil composed of sand mainly with strong permeability, the water-proof treatment must be implemented to ensure the spillway stability.

Reinforced concrete piles are driven through the 2<sup>nd</sup> layer soil to the 4<sup>th</sup> layer soil for the water-proof treatment.

# b) Load-bearing capacity

Because the load-bearing capacity is smaller than the ground stress by the spillway due to weak soil in spillway foundation, the reinforced concrete pile M300 are driven to ensure load-bearing capacity.

Based on the calculation results of the spillway base stability, the dimension and the number of piles are defined as follows;

- + Pile dimension: (0.35 x 0.35 x 10.5) m,
- + Number of piles at one dam section: 80 piles.

# 4. Dimension of Regulating Reservoir

 Table 4.1
 Dimension of Regulating Reservoir for Concrete Dam and Earth Dam

			Earth fill dam		Gravity concrete dam	
No.	Criteria name	Unit	Phase I	In the	Phase I	In the
				future	r nase i	future
I	Regulating reservoir					
1	Basin area	km <sup>2</sup>	48.0	48.0	48.0	48.0
2	Normal water level	m	24.5	27.5	24.5	27.5
3	Dead water level	m	21.0	21.0	21.0	21.0
4	Design flood water level	m	25.6	28.7	25.6	28.7
5	Check flood water level	m	25.71	28.96	25.71	28.96
6	Whole capacity (normal water level)	$10^6 \text{m}^3$	1.2	2.7	1.2	2.7
7	Dead capacity	$10^6 \text{m}^3$	0.2	0.2	0.2	0.2
8	Useful capacity	$10^6 \text{m}^3$	1.0	2.5	1.0	2.5
9	Inundation Area (flood water level)	ha	53.0	91.5	53.0	91.5
II	Main dam					
1	Dam crest level	m	27.0	30.0	27.0	30.0
2	Dam bed level at lowest place	m	19.0	19.0	19.0	19.0
3	Highest dam height	m	8.0	11.0	8.0	11.0
4	Dam length (not including spillway)	m	214	382	207	350
5	Dam crest width	m	7.0	7.0	7.0	7.0
III	Flood spillway					
1	Overflow level	m	24.5	27.5	24.5	27.5
2	Design flood discharge	$m^3/s$	346	398	346	398
3	Check flood discharge	$m^3/s$	470	526	470	526
4	Spillway width (including two piers)	m	153	153	153	153
IV	Intake tower for pumping station			_		
1	Dimension: B x L x H	m	15x15x9	15x15x9	15x15x9	15x15x9

# 5. Existing Regulating Reservoir for WTP

## (1) Kenh Dong Reservoir

- Location; Along Kenh Dong Canal leads raw water from Dau Tieng Reservoir
- Purpose; Water supply for Kenh Dong WTP
- Volume; 1,200,000m3
- WTP Capacity; 200,000m3/day
- Material; Soil with concrete slab reinforcing inside surface of dam
- Height; 4.5m (water depth)
- Visiting Date; March 21, 2013
- Interview with; Mr.Vo Quang Chau, Vice General Director, Saigon Water Corporation (SAWACO)

Mr. Ha Van Sang, General Director, Kenh Dong Water Supply Joint Stock Co



Photo 5.1 Kenh Dong Reservoir

# (2) Suoi Cam Reservoir

- Location; Suoi Cam Stream, Binh Phuoc Province

- Purpose; Water supply for Dong Xoai WTP and irrigation

- Volume; 1,700,000m3

- WTP Capacity; 10,000m3/day

- Material; Soil with rock reinforcing upstream surface of dam

- Height; 15m (dam body)

- Visiting Date; March 21, 2013



Photo 5.2 Suoi Cam Reservoir

## 6. Minutes of Meeting with Electricity Transmission Company No.4 – NPT

The Preparatory Survey on Water supply project in New City and industrial parks in northern part of Binh Duong Province/ Khảo sát chuẩn bị cho Dự án cấp nước tại Thành Phố Mới và các khu công nghiệp phía Bắc tinh Bình Dương Minutes of Meeting: No./: Date: 6th March 2013 Biên Bản cuộc họp Electricity Transmission Company No.4 1. Mr. Huỳnh Hữu Phúc NPT/ Công ty Truyền Tài Điện 4 – NPT NPT/ Công ty Truyền Tải Điện 4 – NPT Mr. Nguyễn Văn Thiều NPT/ Công ty Truyền Tài Điện 4 - NPT Mr. Lê Văn Hoàng JICA Survey Team/Đoàn Nghiên Cứu 4. Mr. Tatsuya Tobe JICA Interpreter/Phiên dịch Ms. Vũ Hồng Nhung Recorded by/Ghi bởi: Closure/Kct thúc: 15:00 Place/Địa điểm: Commencement/Bat Tatsuya Tobe đầu: 14:00 Công ty Truyền Tải Điện 4 -NPT

Content of the meeting/Noi dung cuộc họp:

After the discussion of the issues related to the alternative for the high voltage electric pole: Sau khi thảo luận các vấn đề liên quan đến phương án bảo vệ trụ điện cao thể:

+ Đoàn Nghiên Cứu JICA đề xuất xây dựng bệ bê tổng hoặc tường bê tổng bao quanh trụ điện cao thế số 3299 của đường dây 500KV Pleiku - Phú Lâm để chống ngập trụ điện trong khu vực hồ chứa nước dự kiến.

Công ty TT Điện 4 cho biết ý kiến về đề xuất trên:

- + Việc xây dựng bệ bê tông nâng cao trình hoặc tường bê tông quanh trụ điện là không khả thi cho Công ty TT Điện 4.
- + Vì rất khó tiến hành công tác bảo trì quanh trụ điện do không gian xung quanh vị trí trụ điện hạn chế.
- + Việc thay mới trụ điện đòi hỏi phải cân nhắc các chi tiết do thời gian hạn chế và điện thế cao.
- + Khoáng cách hiện hữu từ chân để đến định trụ điện cao thế phải được giữ nguyên.
- + Xây đập bể tông để bao quanh 03 mặt chắn nước của trụ 3299, đảm bảo không ảnh hưởng đến kết cấu móng trụ và vận hành của đường đây:
  - Khoảng cách tối thiểu từ đính đập đến dây điện cao thế phải lớn hơn 10m.
  - Khoảng cách tối thiểu từ chân trụ điện cao thể ra chân đập phải lớn hơn 21m.

- + JICA Survey Team suggested that the concrete base or wall is constructed around the high voltage electric pole No. 3299 of 500KV electric wire from Pleiku Phu Lam to prevent it from the storage water in planned regulating reservoir. NPT gave comments on the above suggestion:
- + Construction of concrete base or wall around the high voltage electric pole is not feasible for NPT
- + Because it is difficult to execute the maintenance around the high voltage electric pole due to narrow space.
- + Replacement work for the pole needs more detailed consideration due to time restriction and high voltage.
- + The existing distance from base to top of the high voltage electric pole must be kept.
- + A concrete dam should be built covering 03 water retaining faces of electric pole No. 3299, to ensure that reserved water will not affect on pole foundation structure and operation of electric line"
  - Minimum distance from the dam crest to the electric wire must be more than 10m.
  - The minimum distance from the foot of high voltage electric pole to the dam embankment must be more than 21m.

ŧ

+ Phương án khác được để xuất là vị trí đập sẽ dời	
về phía thượng lưu của trụ điện cao thế, phương án	shifted to upstream of the high voltage electric
này khả thi hơn đối với Công ty TT Điện 4.	pole is more feasible for NPT.

Signed by/Ký bởi:

thuy of their Place
Prog's representative
Dai diện Công ty Truyền Tải Điện 4

Team Member of JICA Survey Team Thành viên Đoàn Nghiên Cứu Khảo Sát JICA

# **Appendix 6 - C** Evaluation Simulation for Introduction Effect of Water Distribution Control System

#### 1 Precondition of the simulation

#### (1) Goal End Pressure

As shown in **Figure1.1**, the goal pressure is assumed to be 200kPA from the analysis of current pump operation. Pump operation data for all day is generated based on a sample screen of pump operation settings in Tan Hiep Water Treatment Plant. Then the data is input to network flow analysis. The calculated end pressure trend at the furthest point showed that the minimum pressure there is about 200kPA.

Pump operation & Discharge pressure trend based on the hearing on 6 Aug. 2013

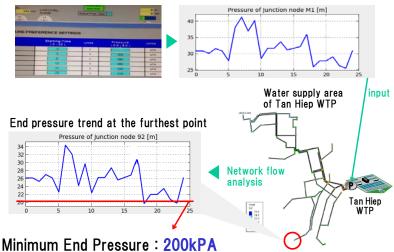


Figure 1.1 Estimation of Current Goal End Pressure

#### (2) Pipe Network, Distribution Facilities, and Demand

Pipe Network data is based on the distribution main that is required for the North Binh Duong water treatment plant to operate at 300,000 m3/day. Total demand is about 326,000 m3 / day, which is supposed to be that amount in early period after the new treatment plant starts operation. Distribution facilities in each treatment plant is assumed on the consideration of facility planning by that period.

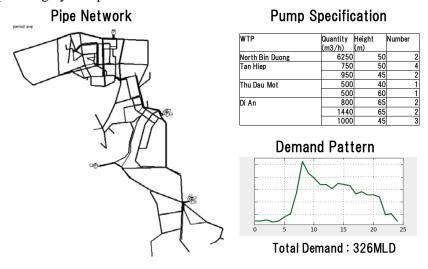


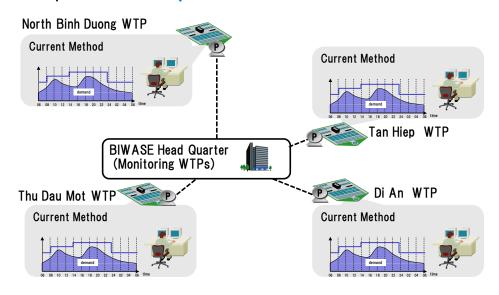
Figure 1.2 Simulation Data

#### 2 Simulation Result

#### (1) Case 1

All water treatment plant are controlled independently with current method. BIWASE headquarter monitor all plants and coordinate them as necessary. Discharge pressure is decided by operator in each plant. Many red nodes appears in the pressure distribution map, which means that pressure level is rather high.

- ■All WTPs are controlled, independently.
- ■Goal pressure is 200kpa.



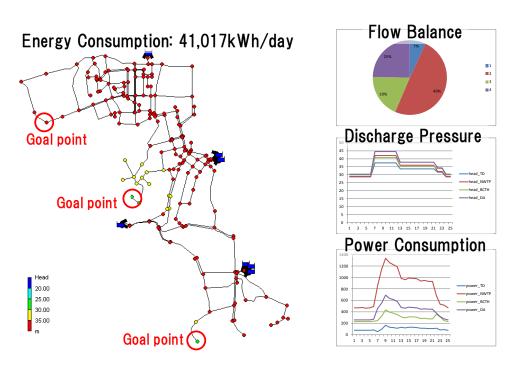
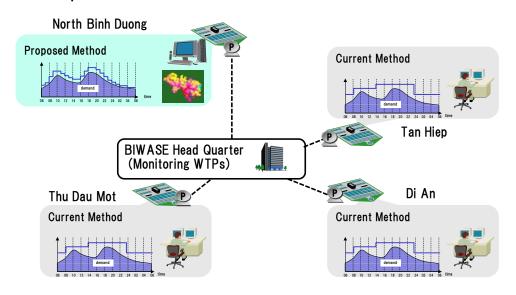


Figure 2.1 Case1

#### (2) Case 2

In this case, the advanced control method is applied only to North Binh Duong water treatment plant. In the pressure distribution map, many red nodes around North Binh Duong has changed into yellow from the case1. On the trend graph, red line represents North Binh Duong. The discharge pressure is accurately controlled to follow demand pattern. The energy consumption is 3.9% reduced comparing to the case1.

- ■New WTP is controlled, considering other WTPs.
- ■Goal pressure is 200kPA.



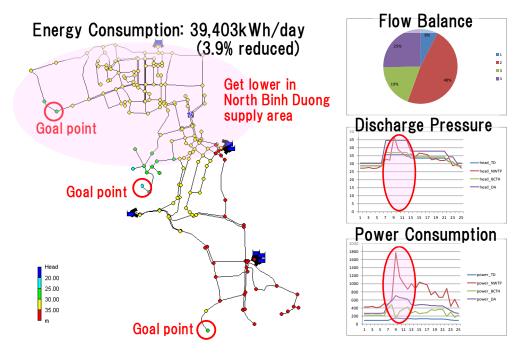


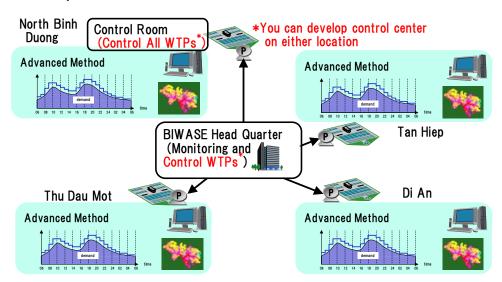
Figure 2.2 Case 2

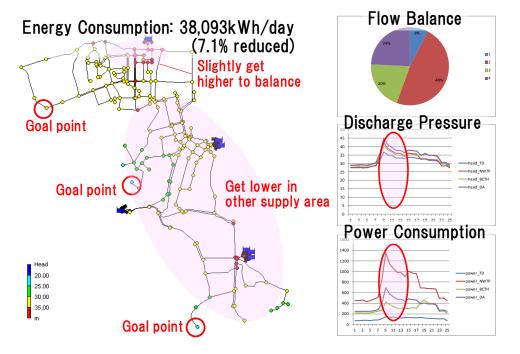
#### (3) Case 3(1)

All water treatment plants introduce the advanced control method and they are controlled centrally from one place. It is possible to implement the centralized control place both in the head quarter and in North Binh Duong water treatment plant. In the pressure distribution map, yellow nodes increased in other supply areas. In the trend graph, every discharge pressure follow demand pattern.

# ■All WTPs are controlled, under central manage.

■Goal pressure is 200kPA.



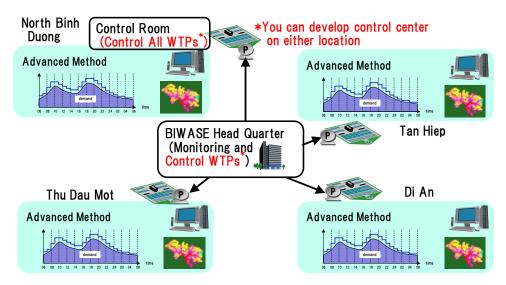


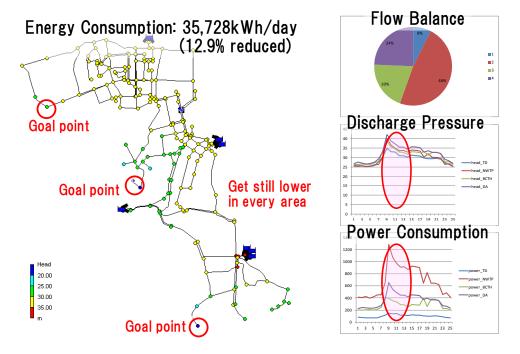
**Figure 2.3** Case **3**(1)

#### (4) Case 3(2)

Same as case3(1), all water treatment plant introduce the advanced control method. The goal pressure is 180kPA, which is still lower assuming energy-saving operation. Generally, goal pressure tend to be set a little higher just in case. However, since the advanced method can control accurately, it is possible to set goal pressure lower than usual. Total energy consumption is 12.9% reduced.

- ■All WTPs are controlled, under central manage.
- ■Goal pressure is 180kPA, still lower.





**Figure 2.4 Case 3(2)** 

# Appendix 7 - A Environmental and Social Consideration Checklist

Category	Environmental Item	Main Check Items	Yes: Y No: N	Confirmation of Environmental Considerations (Reasons, Mitigation Measures)
1 Permits and Explanatio n	(1) EIA and Environmental Permits	(a) Have EIA reports been already prepared in official process? (b) Have EIA reports been approved by authorities of the host country's government? (c) Have EIA reports been unconditionally approved? If conditions are imposed on the approval of EIA reports, are the conditions satisfied? (d) In addition to the above approvals, have other required environmental permits been obtained from the appropriate regulatory authorities of the host country's government?	(a) N (b) N (c) N/A (d) N	(a) The reports will be prepared by the end of 2015. (b) The reports should be approved by filling the draft reports. (c) Conditions are unknown before the approval (d) No additional approvals are necessary.
	(2) Explanation to the Local Stakeholders	(a) Have contents of the project and the potential impacts been adequately explained to the Local stakeholders based on appropriate procedures, including information disclosure? Is understanding obtained from the Local stakeholders? (b) Have the comment from the stakeholders (such as local residents) been reflected to the project design?	(a) Y (b) Y	(a) By holding the stakeholder meetings, adequate explanation was done and stakeholders agreed on the project components basically.     (b) Comments and requests from the stakeholders are already considered and corresponded in the suvey. The countermeasures are disclosed in reports.
	(3) Examination of Alternatives	(a) Have alternative plans of the project been examined with social and environmental considerations?	(a) Y	(a) Alternative plans are examined for water resouce, pipeline routes, raw water maintenance and location of WTP.
	(1) Air Quality	(a) Is there a possibility that chlorine from chlorine storage facilities and chlorine injection facilities will cause air pollution? Are any mitigating measures taken? (b) Do chlorine concentrations within the working environments comply with the country's occupational health and safety standards?	(a) N/Y (b) Y	(a) By complying safety standard concentration of chlorine (i.e. 0.02mg/m3), air pollution should not occur. / For accident prevention, leakage monitoring system will be installed. (b) By utilising closed system (no emission to atmosphere), the chlorine concentrations comply with the standards.
	(2) Water Quality	(a) Do pollutants, such as SS, BOD, COD contained in effluents discharged by the facility operations comply with the country's effluent standards?	(a) Y	(a) In the current design, no effluents are to be produced (closed system).
2 Pollution Control	(2)' Water Quality (from checklist for Hydropower, Dam, Reservoir)	(a) Does the water quality of dam pond/reservoir comply with the country's ambient water quality standards? Is there a possibility that proliferation of phytoplankton and zooplankton will occur? (b) Does the quality of water discharged from the dam pond/reservoir comply with the country's ambient water quality standards? (c) Are adequate measures, such as clearance of woody vegetation from the inundation zone prior to flooding planned to prevent water quality degradation in the dam pond/reservoir? (d) Is there a possibility that reduced the river flow downstream will cause water quality degradation resulting in areas that do not comply with the country's ambient water quality standards? (e) Is the discharge of water from the lower portion of the dam pond/reservoir (the water temperature of the lower	(a) Y (b) Y (c) Y (d) N (e) N/A	(a) According to the water quality test results, the water has good quality and the standards should be complied. It is planned to circulate dam water periodically to prevent nutrient enrichment. (b) As described above, the water quality is good and the standards will be complied. (c) Clearance of vegetation is planned. (d) It is planned to maintain water amount during and after the construction as before. (e) Discharge method is not yet fixed and should be studied in the Detailed Design.

Category	Environmental Item	Main Check Items	Yes: Y No: N	Confirmation of Environmental Considerations
	Rem	portion is generally lower than the water temperature of the upper portion) planned by considering the impacts to downstream areas?	NO. N	(Reasons, Mitigation Measures)
	(2)" Water Quality (from checklist for Forestry)	(a) Is there a possibility that the use of chemicals, such as fertilizers, and agrochemicals will cause water pollution? (b) Where facilities, such as forest products manufacturing facilities are installed, do effluents from the facilities comply with the country's effluent standards and ambient water quality standards?	(a) N (b) N	(a) No chemicals are planned to be used at the site. (b) There is no manufacturing facility in the area.
	(3) Wastes	(a) Are wastes, such as sludge generated by the facility operations properly treated and disposed in accordance with the country's regulations?	(a) Y	(a) The sludge can be disposed in BIWASE-owned landfill and it is rather valuable resource and sellable.
	(4) Noise and Vibration	(a) Do noise and vibrations generated from the facilities, such as pumping stations comply with the country's standards?	(a) Y	(a) The transmittion pump will be installed in the intake facility building and noise will not reach the boundary of the residential area.
	(5) Subsidence	(a) In the case of extraction of a large volume of groundwater, is there a possibility that the extraction of groundwater will cause subsidence?	(a) N/A	(a) No groundwater will be exploited.
	(6) Soil Contamination (from checklist for Forestry)	(a) Are adequate measures taken to prevent contamination of soil and groundwater by use of chemicals, such as agrochemicals? (b) Are any agrochemicals management plans prepared? Are any usages or any implementation structures organized for proper use of the plans?	(a) N (b) N/A	(a) It is not planned to use chemicals.     (b) As above
	(1) Protected Areas	(a) Is the project site or discharge area located in protected areas designated by the country's laws or international treaties and conventions? Is there a possibility that the project will affect the protected areas?	(a) N	(a) No protected areas exist in Binh Duong Province.
3 Natural Environme nt	(2) Ecosystem	(a) Does the project site encompass primeval forests, tropical rain forests, ecologically valuable habitats (e.g., coral reefs, mangroves, or tidal flats)?(b) Does the project site or discharge area encompass the protected habitats of endangered species designated by the country's laws or international treaties and conventions?(c) If significant ecological impacts are anticipated, are adequate protection measures taken to reduce the impacts on the ecosystem?(d) Is there a possibility that the amount of water used	(a) N(b) N(c) N(d) N	(a) The sites are all within secondary forests or agricultural lands.(b) No protected habitats are expected (confirmed by related agencies) and EIA study will be conducted.(c) As above(d) Water resource is canal water and no impacts to natural environment is expected.

Category	Environmental Item	Main Check Items	Yes: Y No: N	Confirmation of Environmental Considerations
		(e.g., surface water, groundwater) by project will adversely affect aquatic environments, such as rivers? Are adequate measures taken to reduce the impacts on aquatic environments, such as aquatic organisms?		(Reasons, Mitigation Measures)
	(2)' Ecosystem (from checklist for Forestry)	(a) Does the project site encompass primeval forests, tropical rain forests, ecologically valuable habitats (e.g., coral reefs, mangroves, or tidal flats)? (b) Does the project site encompass the protected habitats of endangered species designated by the country's laws or international treaties and conventions? (c) Is there a possibility that changes in localized micro-meteorological conditions, such as solar radiation, temperature, and humidity due to a large-scale timber harvesting will affect the surrounding vegetation? (d) Is there a possibility that a large-scale timber harvesting will result in loss of breeding and feeding grounds for wildlife? (e) In the case of reforestation projects, is there a possibility that mono-species plantations will adversely affect wildlife habitats? Is there a possibility that mono-species plantations will cause outbreaks of pests? (f) If significant ecological impacts are anticipated, are adequate protection measures taken to reduce the impacts on the ecosystem? (g) Isn't an illegal deforestation associated with the project being carried out, or is an acquisition of the forest certification by the project proponent being carried out?	(a) N (b) N (c) Y (d) N (e) N/A (f) N (g) N	(a) The sites are all within secondary forests or agricultural lands. (b) No protected habitats are expected and will be examined by field studies. (c) The issue should be studied in the EIA. (d) Wildlife is not expected and will be examined by field studies (e) No reforestation is planned. (f) The site is an old reservoir and natural ecosystem is not expected to exist. It will be studied in the EIA (g) Deforestation will be managed by the project proponent after legal land acquisition.
	(3) Hydrology	(a) Is there a possibility that the amount of water used (e.g., surface water, groundwater) by the project will adversely affect surface water and groundwater flows?	(a) N	(a) Water resource is canal water and no impacts to aquatic environment is expected.
	(4) Topography and Geology (from checklist for Hydropower, Dam, Reservoir)	(a) Is there a possibility that reductions in sediment loads downstream due to settling of suspended particles in the reservoir will cause impacts, such as scouring of the downstream riverbeds and soil erosion? Is there a possibility that sedimentation of the reservoir will cause loss of the storage capacity, water logging upstream, and formation of sediment deposits at the reservoir entrance? Are the possibilities of the impacts studied, and adequate prevention measures taken?  (b) Is there a possibility that the project will cause a large-scale alteration of the topographic features and geologic structures in the surrounding areas (especially in run of the river generation	(a) N (b) N	(a) Turbidity of the existing river is very low and problems concerning sediment will not be likely to occur. (b) Topographic alteration will not take place in large-scale because the site was a reservoir.

Category	Environmental Item	Main Check Items	Yes: Y No: N	Confirmation of Environmental Considerations (Reasons, Mitigation Measures)
		projects and geothermal power generation projects)?		( toucond, magain m
	(5) Management of Abandoned Sites	(a) Are adequate restoration and revegetation plans considered for the harvested areas? In particular, are adequate measures taken to prevent soil runoff from the harvested areas? (b) Is a sustainable management system for the harvested areas established? (c) Are adequate financial provisions secured to manage the harvested areas?	(a) Y (b) Y (c) Y	(a) The reservoir is a permanent land use and managed by PMU (b) As above (c) As above
4 Social Environme nt	(1) Resettlement	(a) Is involuntary resettlement caused by project implementation? If involuntary resettlement is caused, are efforts made to minimize the impacts caused by the resettlement? (b) Is adequate explanation on compensation and resettlement assistance given to affected people prior to resettlement? (c) Is the resettlement plan, including compensation with full replacement costs, restoration of livelihoods and living standards developed based on socioeconomic studies on resettlement? (d) Is the compensations going to be paid prior to the resettlement? (e) Is the compensation policies prepared in document? (f) Does the resettlement plan pay particular attention to vulnerable groups or people, including women, children, the elderly, people below the poverty line, ethnic minorities, and indigenous peoples? (g) Are agreements with the affected people obtained prior to resettlement? (h) Is the organizational framework established to properly implement resettlement? Are the capacity and budget secured to implement the plan? (i) Are any plans developed to monitor the impacts of resettlement? (j) Is the grievance redress mechanism established?	(a) Y (b) Y (c) Y (d) Y (e) Y (f) Y (g) Y (h) Y (j) Y	(a) Mitigation measures to avoid impacts were taken in the ARP.Thus, involuntary resettlement will be caused in 2 components(raw water pipelines and the regulating reservoir) but compensation will be given in order to minimize the impact to the DPs. (b) PAPs joined in public consultation with PMU and LFDC where Resettlement Plan was fully revealed. (c) LFDC has a survey about the price of the land, house, etc. every year. Compensation price and rehabilitation will be stipulated in ARP. (d)They pay compensation to the DPs 30days or more in advance. (e) Compensation Policy is Included in the ARP (f) Special asistance, such as special allowance, vocational training and income restoration for the vulnerable groups are stipulated in ARP. (g) PAPs agreed in public consultation already. (h) BIWASE will set up PMU as a main institution. The PMU is a permanent agency. The budget form PPC includes the cost estimation of ARP. (i) The Monitoring is planned. (j)The grievance redress mechanism will be established in each government level.
	(2) Living and Livelihood	(a) Is there a possibility that the project will adversely affect the living conditions of inhabitants? Are adequate measures considered to reduce the impacts, if necessary? (b) Is there a possibility that the amount of water used (e.g., surface water, groundwater) by the project will adversely affect the existing water uses and water	(a) Y (b) N	(a) Resettlement will take place and adequate compensation will be given to PAPs. (b) Water resource is canal water and no impacts to aquatic environment is expected.

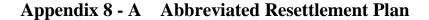
Category	Environmental Item	Main Check Items	Yes: Y No: N	Confirmation of Environmental Considerations (Reasons, Mitigation Measures)
		area uses?		
	(2)' Living and Livelihood (from checklist for Hydropower, Dam, Reservoir)	(a) Is there any possibility that the project will adversely affect the living conditions of inhabitants? Are adequate measures considered to reduce the impacts, if necessary? (b) Is there any possibility that the project causes the change of land uses in the neighboring areas to affect adversely livelihood of local people? (c) Is there any possibility that the project facilities adversely affect the traffic systems? (d) Is there any possibility that diseases, including infectious diseases, such as HIV, will be brought due to the immigration of workers associated with the project? Are adequate considerations given to public health, if necessary? (e) Is the minimum flow required for maintaining downstream water uses secured? (f) Is there any possibility that reductions in water flow downstream or seawater intrusion will have impacts on downstream water and land uses? (g) Is there any possibility that water-borne or water-related diseases (e.g., schistosomiasis, malaria, filariasis) will be introduced? (h) Is there any possibility that fishery rights, water usage rights, and common usage rights, etc. would be restricted?	(a) Y (b) N (c) N (d) N (e) Y (f) N (g) N (h) N	(a) Resettlement will take place and adequate compensation will be given to PAPs. (b) Change of land use will take place but adequate compensation will be given to PAPs. (c) The project area does not encompass public roads. (d) The project proponent will have consultation with the Department of Health who has special program for prevention of infectious diseases. (e) The water flow will be maintained and will not change. (f) The water flow will be maintained and will not change. (g) The reservoir is for water supply whose treatment methods include sanitation by chlorination. Water-related diseases will not be introduced. (h) Any right will not be restricted because no change is expected in the downstream reach.
	(3) Heritage	(a) Is there a possibility that the project will damage the local archeological, historical, cultural, and religious heritage? Are adequate measures considered to protect these sites in accordance with the country's laws?	(a) N	(a) Cultural buildings are all along the main road and the pipline route is planned detouring the road.
	(4) Landscape	(a) Is there a possibility that the project will adversely affect the local landscape? Are necessary measures taken?	(a) N	(a) Basically, the facilities are built in gum tree fields. The reservoir is constructed in the old reservoir site and no significant change will occur.
	(5) Ethnic Minorities and Indigenous Peoples	(a) Are considerations given to reduce impacts on the culture and lifestyle of ethnic minorities and indigenous peoples? (b) Are all of the rights of ethnic minorities and indigenous peoples in relation to land and resources respected?	(a) N/A (b) N/A	(a) Existance of ethnic minorities will be confirmed by ARP. Lifestyle of them are no longer unique at present in Binh Duong Province, in either case.  (b) Even though ethnic minorities may inhabit, the land is either the secondary forest or the agricultural land (no traditional land).

Category	Environmental Item	Main Check Items	Yes: Y No: N	Confirmation of Environmental Considerations (Reasons, Mitigation Measures)
	(6) Working Conditions	(a) Is the project proponent not violating any laws and ordinances associated with the working conditions of the country which the project proponent should observe in the project? (b) Are tangible safety considerations in place for individuals involved in the project, such as the installation of safety equipment which prevents industrial accidents, and management of hazardous materials? (c) Are intangible measures being planned and implemented for individuals involved in the project, such as the establishment of a safety and health program, and safety training (including traffic safety and public health) for workers etc.? (d) Are appropriate measures taken to ensure that security guards involved in the project not to violate safety of other individuals involved, or local residents?	(a) Y (b) Y (c) Y (d) Y	(a)(b) Safety requirements will be complied with according to Circular No22/2010/TT-BXD (c) Adequate program will be held by consultation with the Local PCs (d) As above
5 Others	(1) Impacts during Construction	(a) Are adequate measures considered to reduce impacts during construction (e.g., noise, vibrations, turbid water, dust, exhaust gases, and wastes)? (b) If construction activities adversely affect the natural environment (ecosystem), are adequate measures considered to reduce impacts? (c) If construction activities adversely affect the social environment, are adequate measures considered to reduce impacts? (d) If the construction activities might cause traffic congestion, are adequate measures considered to reduce such impacts?	(a) Y (b) N/A (c) Y (d) Y	(a) Any possible impacts are considered and mitigations are suggested in the EMP. The examples are as follows. i) Noise / Vibration - Drive construction vehicles slowly when transferring soil. Maximize use of low-vibration & low-noise machineries. ii) Turbid water - Monitor potential impacts iii) Dust - Use watering agents to prevent or reduce dust. Drive construction vehicles slowly with load covers. iv) Wastes - Institute a regular solids waste collection and disposal program. Ensure adequate number of latrines at camp cleaned regularly. (b) The sites are all within secondary forests or agricultural lands and no impacts on ecosystem are expected. (c) Construction activities can cause inconvenience to inhabitants and the countermeasures for impact minimization such as detouring pipeline routes from populated places were agreed in the stakeholder meeting. (d) Construction along R13 can cause significant impact to surrounding society. In order to minimize the impact, alternative route through agricultural lands is adopted.

Category	Environmental Item	Main Check Items	Yes: Y No: N	Confirmation of Environmental Considerations (Reasons, Mitigation Measures)
	(2) Monitoring	(a) Does the proponent develop and implement monitoring program for the environmental items that are considered to have potential impacts? (b) What are the items, methods and frequencies of the monitoring program? (c) Does the proponent establish an adequate monitoring framework (organization, personnel, equipment, and adequate budget to sustain the monitoring framework)? (d) Are any regulatory requirements pertaining to the monitoring report system identified, such as the format and frequency of reports from the proponent to the regulatory authorities?	(a) Y (b) Y (c) Y (d) Y	(a) The monitoring plan was prepared and shown in the final report. (b) The contents of monitoring are specified at Article 25 [11]; Circular 12/2011/TT-BTNMT. The examples of the (items / methods / frequencies) are; - Dust / TSP or PM10/ twice with an interval greater than 2 months - Noise & Vibration / Decibel (dBa) levels / As above - Surface water quality / Turbidity / As above - Soil contamination / As, Cd, Cu, Pb, Zn / quarterly - Worker & public safety / Number of worker and public injuries / quarterly (c) The monitoring framework is designated. Main implement unit is PMU in cooperation with the contractor and/or the environmental consultant. The budget should be covered by the construction fee. The monitoring will be supervised by authorities such as DONRE, BDPPC, PMU or Consultant. (d) Format and frequency of reports are specified at Article 25 [11]; Circular 12/2011/TT-BTNMT and required to be submitted to the regulatory authorities.
	Reference to Checklist of Other Sectors	(a) Where necessary, pertinent items described in the Dam and River Projects checklist should also be checked.	(a) Y	(a) Dam and River Projects checklists are also referred but the project does not have significant impacts that the checklists describe.
6 Note	Note on Using Environmental Checklist	(a) If necessary, the impacts to transboundary or global issues should be confirmed (e.g., the project includes factors that may cause problems, such as transboundary waste treatment, acid rain, destruction of the ozone layer, or global warming).	(a) N/A	(a) The project does not have possibility of significant adverse impacts on transboundary or global issues

<sup>1)</sup> Regarding the term "Country's Standards" mentioned in the above table, in the event that environmental standards in the country where the project is located diverge significantly from international standards, appropriate environmental considerations are required to be made. In cases where local environmental regulations are yet to be established in some areas, considerations should be made based on comparisons with appropriate standards of other countries (including Japan's experience).

<sup>2)</sup> Environmental checklist provides general environmental items to be checked. It may be necessary to add or delete an item taking into account the characteristics of the project and the particular circumstances of the country and locality in which the project is located.



# ABBRIVIATED RESETTLEMENT PLAN

THE PREPARATORY SURVEY ON WATER SUPPLY PROJECT IN NEW CITY AND INDUSTRIAL PARKS IN NORTHERN PART OF BINH DUONG PROVINCE IN THE SOCIALIST REPUBLIC OF VIETNAM

## TABLE OF CONTENTS

PART 1 EXECUTIVE SUMMARY	
PART 2 GENERAL INTRODUTION	
2.1 Overview of the Project	
2.2 Outline of the Project Components	
2.3 Objectives of the ARP	5
2.4 Socio-economic Conditions of the Project Area	5
2.4.1 About Binh Duong province	5
2.4.2 About Ben Cat District	6
PART 3 LEGAL FRAMEWORKS AND ENTITLEMENT POLICY	
3.1 Vietnamese Laws, Decrees, and Circulars	
3.2 Binh Duong Province Regulations on Resettlement	8
3.3 JICA Guideline on Involuntary Resettlement	
3.4 The Comparison between JICA Guideline and Vietnamese Laws and Decrees	9
3.5 The Project's Land Acquisition and Resettlement Policy	11
PART 4 THE NEED OF LAND ACQUISITION AND RESETTLEMENT	13
4.1 The Need of Land Acquisition and Resettlement	13
4.2 Mitigation Measures	13
PART 5 SCOPE OF LAND ACQUISITION AND RESETTLEMENT	15
5.1 Scope of Land Acquisition and Resettlement	
5.1.1 Impacts on Land	15
5.1.2 Impacts on Housing	
5.1.3 Impacts on Other Objects and Architectures	
5.1.4 Impacts on Trees and Crops	
5.1.5 Impacts on Business	
5.1.6 Impacts on Institutions and Organizations	
5.1.8 Impacts on cultural structures Heritages	
5.1.9 Temporary Impacts.	
5.2 Socio-economic Profile of PAP	
5.2.1 Household Population and Labor Force	
5.2.2 Education	
5.2.3 Household Occupation	18
5.2.4 Living Standards, Income and Expenditure	19
5.2.5 Accommodations and home comforts	
5.2.6 Socio-economic Profile of Vulnerable Group	
5.2.7 Issue of Ethnic Minorities	
5.2.8 Gender Issues	
PART 6 COMPENSATION POLICY	
6.1 Objectives for Resettlement	
6.2 Eligibility	
6.3 Principles of Resettlement	
6.4 Cut-off Date.	
6.5 Site Preparation and Relocation	
6.6 Rehabilitation	
6.7 Project Entitlements	
PART 7 GRIVANCE REDNESS PROCEDURE	
PART 8 INSTITUTIONAL ARRANGEMENTS	36

8.1 Land Acquisition and Resettlement Procedures	3 <i>€</i>
8.2 Institutional Arrangements	
8.3 Institutional Capacity	
PART 9 IMPLEMENTATION SCHEDULE	
PART10 COST ESTIMATE AND BUDGET	
10.1 Flow of Funds	
10.2 Adjustment for Inflation	40
10.3 Compensation Prices	
10.3.1 Prices for land	40
10.3.2 Prices for trees and crops	41
10.3.3 Allowances	
10.4 Cost estimates	
PART11 MONITORING AND EVALUATION	
11.1 Monitoring	
11.2 Monitoring Report	
PART 12 PUBLIC PARTICIPATION, CONSULTATION, AND GRIEVANCE MECHANISMS	
12.1 Objectives of Public Information and Consultation	
12.2 Consultation during Project Preparation	43
12.2.1 Information Dissemination and Consultation	
12.2.2 Public Meetings	
12.2.3 Information Disclosure	44
Annex	
Annex A – Minute of public consultation	Λ 1
Annex B – Monitoring Form	
Annex C – Template for Socio-Economic Survey	C - 1
Annex D – Template of DMS	
Annex E – Land Unit Price in the Project AreaAnnex E	
Annex F – PAHs inventory	F - 1

## **TABLE INDEX**

Table 1 Summary of Facilities Proposed	8A - 4
Table 2 JICA's Policy on Involuntary Resettlement	8
Table 3 Comparison Table between JICA Guideline and Laws of Vietnam	9
Table 4 Summary of land acquisition and resettlement	15
Table 5 Summaries on Impacts on the Other Objects and Architectures	16
Table 6 Impacts on Trees and Crops	16
Table 7 Household Population and Size	17
Table 8 Education of affected households	
Table 9 Occupation of affected households	19
Table 10 Average Income of Affected Households	
Table 11 Structure of Income Sources of Affected Households	
Table 12 Structure of Expenditure of Households	
Table 13 Monthly Income, Expenditure and Accumulation of the Households by Component	
Table 14 Living Standard Classification of Households	
Table 15 Furnitures of the Surveyed Households	
Table 16 Summary of other vulnerable PAPs	23
Table 17 Entitlement Matrix	
Table 18 Major procedures of Land Acquisition and Resettlement	
Table 19 Schedule of Land Acquisition and Resettlement	40
Table 20 Implementation Costs of ARP	
Table 21 Community Meeting Consultations	44
LIST OF FIGURES	
LIST OF FIGURES	
Figure 1 Summary of Facilities Proposed for Water Supply Development of Northern Binh Duc	ong
Province	8A - 5
Figure 2 Map of Ben Cat District	6
Figure 3 Economic Structure in Ben Cat District	6
Figure 4 Education of Affected Household	
Figure 5 Occupation structure of affected households	19
Figure 6 Level of Expenditure by Poor/None Poor Classification	
Figure 7 Living Standard Classification of Households According to Surveyor's Evaluation	
Figure 8 Relationship of organization	37

FINAL REPORT

#### **ABBREVIATIONS**

ARP Abbreviated Resettlement Plan

**BIWASE** Binh Duong Water Supply – Sewerage - Environment Co., Ltd.

Binh Duong Water Supply & Drainage Environment One-Member Company Ltd.

CPC Commune People's Committee

Compensation, Support and Resettlement Plan **CSRP** 

Detailed Measurement Survey DMS

**DONRE** Department of Natural Resources and Environment

**DPC** District People's Committee

EA **Executing Agency** 

Japan International Cooperation Agency **JICA** 

JICA Guidelines for Environmental and Social Considerations JICA GL

Land Fund Development Center LFDC LURC Land User Rights Certificate Official Development Assistance ODA **PAH** Project Affected Household PAP Project Affected Person PC People's Committee Project Management Unit PMU Provincial People's Committee **PPC** PPP Public Private Partnerships **RAP** Resettlement Action Plan SES Socio-Economic Survey

VND Vietnam Dong WBWorld Bank

WTP Water Treatment Plant

#### **DEFINITION OF TERMS**

Cut-off date

This refers to the date prior to which the occupation or use of the project area makes residents/users of the same eligible to be categorized as PAP. Persons not covered in the census are not eligible for compensation and other entitlements, unless they can show proof that (i) they have been inadvertently missed out during the census and the DMS; or (ii) they have lawfully acquired the affected assets following completion of the census and the DMS and prior to the conduct of the detailed measurement survey (DMS).

Detailed Measurement Survey (DMS) This is the process where all fixed assets (i.e. lands used for residence, commerce, agriculture, including ponds; dwelling units; stalls and shops; secondary structures, such as fences, tombs, wells; trees with commercial value; etc.) and sources of income and livelihood inside the Project right-of-way are measured, detailed survey, level of lose identified and list of affected people as well as their replacement costs calculated. Additionally, the severity of impact to the affected assets and the severity of impact to the livelihood and productive capacity of PAPs will be determined.

Entitlement

Refers to a range of measures comprising compensation, income restoration support, transfer assistance, income substitution, relocation support, etc. which are due to the PAPs, depending on the type and severity of their losses, to restore their economic and social base.

**Host Community** 

Means the community already in residence at a proposed resettlement or relocation site.

Income restoration

This is the re-establishment of sources of income and livelihood of the affected households.

Land Acquisition

Refers to the process whereby an individual, household, firm or private institution is compelled by a public agency to alienate all or part of the land it owns or possesses to the ownership and possession of that agency for public purposes in return for compensation at replacement costs.

Project Affected Persons In the context of involuntary resettlement, Project Affected Persons (PAP) are those who are physically relocated (relocation, loss of residential land, or loss of shelter) and/or economically displaced (loss of land, assets, access to assets, income sources, or means of livelihood) as a result of (i) involuntary expropriation of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

In the case of affected household, it includes all members

residing under one roof and operating as a single economic unit, who are adversely affected by a project or any of its components.

Relocation

This is the physical relocation of a PAP from her/his pre-project place of residence and/or business.

Replacement cost

Means the amount of cash or kind needed to replace an asset and is the value determined as compensation for:

i. Agricultural land at the pre-project or pre-displacement level, whichever is higher and is based on productive value; and residential or commercial land based on market value of land of equal productive potential or use located in the vicinity of the affected land, plus the cost of any registration and transfer taxes; ii. Land in urban areas, it is the pre-displacement market value of land of equal size and use, with similar or improved public infrastructure facilities and services and located in the vicinity of the affected land, plus the cost of any registration and transfer taxes;

iii. Houses and other related structures based on current market prices of materials, transportation of materials to construction site, cost of labour and other essential costs as well as taxes. In determining replacement cost, depreciation of assets and value of salvaged building materials are not taken into account and no deductions are made for the value of benefits to be derived from the project or transaction costs;

iv. Crops, trees and other perennials based on current market value; and

v. Other assets (i.e. income, cultural or aesthetic resources) based on replacement cost or cost of mitigating measures.

Replacement Cost Study This refers to the process involved in determining replacement costs of affected land and assets based on empirical data.

Seriously Affected Households This refers to affected households who will (i) lose 20% or more of total productive land and/or assets, and/or (ii) have to relocate; and/or (iii) lose 20% or more of their total income sources due to the Project.

Vulnerable Groups

These are distinct groups of people who might suffer disproportionately or face the risk of being further marginalized by the effects of resettlement and specifically include: (i) female headed households with dependents, (ii) disabled household heads, (iii) poor households, (iv) policy households such as martyr households, households with invalid or agent orange persons, and (v) landless households, (vi) indigenous people or ethnic minorities.

#### **PART 1 EXECUTIVE SUMMARY**

Overview of the Project. For ensuring adequate water for the development of the province, especially in the Northern part of Binh Duong in which many industrial parks and new city of the province are located, The Water Supply Project in the New City and Industrial Complex in the Northern Part of Binh Duong Province (herein after referred to as "the Project") is conducted basing on the Public Private Partnerships (PPP) between the BIWASE and JICA. The Project consists of 05 major components such as: i) Raw Water Pipeline I (between the existing canal and regulating reservoir) with an Intake Facility, ii) Raw Water Regulating Reservoir with a Pumping Station, iii) Raw Water Pipeline II (between the pumping station and WTP), iv) WTP and v) Distribution Mains. Some of the planned sites for facilities are occupied, so land acquisition with resettlement issue is in progress.

In order to be funded by the Japan International Cooperation Agency (JICA), Abbreviated Resettlement Plan (ARP) should be conducted in compliance with the JICA Guidelines for Environmental and Social Considerations (JICA GL). This report as "Abbreviated Resettlement Plan" is prepared to summarize the result of RAP complied with JICA GL. Since JICA GL refers to World Bank Policy, its references are also described in this report.

This draft report is prepared by the JICA Survey Team in the preparatory survey for the Project before the Alternative is fixed, so it is described based on general ideas and should be modified in accordance with the future situation.

The Project aims to ensure the needs of water supply and environment sanitation for the Binh Duong northern area; Existing Supply for Urban areas; Thu Dau Mot, Ben Cat, Tan Uyen, Thuan An and Di An, New Housing areas and Industrial Parks areas; An Tay, My Phuoc I, II, III, IV, VSIP I, Expanded VSIP II, and New City, and Bau Bang area for raw water supply.

**Scope of Land Acquisition and Resettlement Impacts**. There are around 500 of households who are acquired their land. Total of acquired area is 1,304,830m<sup>2</sup>. There is no any school, health and religion facilities as well as the architects are affected by the Project.

**Legal and Policy Framework**. The legal and policy framework for compensation, resettlement and rehabilitation under the Project is defined by the relevant laws and regulations of the Government of Viet Nam and the JICA's policy on Involuntary Resettlement in 2010. Where there are gaps between the Vietnam legal framework for resettlement and JICA's Policy on Involuntary Resettlement, practicable mutually agreeable approaches will be designed consistent with Government practices and JICA's Policy.

Objectives of Compensation and Entitlements. The overall objective of the compensation and entitlement policy for the Project is to ensure that all people affected by the Project will be able to restore their pre-project conditions while the poor and vulnerable households will be able to improve their pre-project living standards and income-earning capacity through compensation for the loss of physical and non-physical assets and, as required, other assistance and rehabilitation measures. Compensation will be based on the principle of replacement cost while additional assistance in cash and in-kind will also be provided depending on the severity of impacts. Income restoration measures or programs for severely affected and vulnerable households will be designed and implemented in consultation with PAPs during ARP updating.

**Project Policies.** The basic principle applied in this ARP is that all PAPs must be "supported in their efforts to improve their living standards, income-generating capacity and production to at least the same as or better than their standards of living before the project implementation. The lack of a legal basis for land use does not bar affected households from the entitlements of economic recovery

compensation and/or support. Affected assets must be compensated on the basis of their replacement cost

The cut-off-date for eligibility for entitlement is the day after completing the detailed measure survey (DMS). Affected Persons and local communities have been informed of the cut-off date. Accordingly, after this date new invest lands/assets in the Project's affected areas will not eligible to receive any compensation and/or support from the Project.

Mitigation Measures. In the process of preparing the Project, there was close cooperation between the technical consultant and the social consultant to achieve the Project's two objectives of promoting the efficiency of the investment in the Project and minimizing land acquisition. Accordingly, there are 08 mitigation measures proposed, include (i) Recommended the different alternatives, (ii) Disseminating Information about the Project's policy and entitlements to gain people's participation and support, (iii) Compensation for PAPs based on the replacement cost, (iv) conduct closely monitoring and evaluating activities, including internal monitoring if necessary, (v) all trees and crops will be harvested before land acquisition, (vi) Particularly pay intention to the vulnerable groups which include none-land household, poor, loneliness elderlies, disabled persons, policy households (vii) Beside the compensation according the replacement cost, the project will provide assistances such as livelihood stability assistance, support for vocational training and career change, income restoration of these households, (viii) Encourage the contractors to use the local labors and attract the members in working-age of PAPs to work long-term for the Project. In addition, further comprehensive studies and recommendations for resolving negative social and cultural impacts.

Ethnicity, Vulnerability and Gender Issues. All affected households are Kinh. The census identified 22 households who are considered vulnerable households as the household head or members of the household fall on one or more types of vulnerability: female-headed household, elderly households, and poor households as defined by the Ministry of Invalids and Social Affairs (MOLISA), policy households, households with Agent Orange persons, none-land households. These vulnerable households will be particularly paid attention by the Project. They are invited to the community meetings during ARP implementation to disseminate on the Project's policies and collect their expectations, to ensure that their special needs and concerns are identified and addressed and that restoration or improvement of their socio-economic conditions will be carefully monitored.

**Entitlements of PAPs.** The project entitlements developed correspond to the impacts identified during the census and detailed measure survey. Entitlements adopted are based on the JICA's policies, the Government Decisions, and the results of consultation with PAPs (to ensure that losses are restored, if not improved). Entitlements for each type of PAPs are based on the types and levels of losses. Unit rates presented in the ARP and Entitlement Matrix basing on the replacement cost units evaluated by Binh Duong PPC.

All households to be displaced in the affected areas attended the public consultations to receive information, consider the levels of the Project impact, and present their recommendations for the plan for their new lives. Information obtained during the consultations was used to establish project resettlement policies and assist in making the compensation plans for the Project's implementation. 06 public consultation meetings were held by the LFDC, covered 100% of PAPs (53.5% participants was men and 46.5% was women). Content of the meetings were major focused on consultation of Project's related policies (compensation procedures, income & livelihood restoration programs, resettlement selections, etc), expectation of PAPs. On the other hand, the meetings also introduced to PAPs the project's information (such as project components & investment targets, time for land clearance, compensation and resettlement, entitlement and benefits of relocation PAPs and etc). Public consultation result showed that, 100% PAPs agreed with the project's policy.

**Relocation and Resettlement of PAPs.** The displaced household expected to resettle by themselves and that is why it is no necessary to prepare a resettlement site.

**Income Rehabilitation Measures.** Some income rehabilitation measures are applied in this Project such as (i) Assistance for Living and Production Rehabilitation for the affected households with agricultural land, without agricultural land, or business and production; (ii) Assistance for the poor households and the other vulnerable groups; (iii) Assistance for Vocational Training and Job Creation;

**Implementation Arrangements and Capacity Building Interventions.** PMU will be responsible to prepare the ARP and submit to JICA for approval and PMU responsible for implementing and monitoring on the ARP implementation with the support from LFDC.

Grievance Redress Mechanism. A well-defined grievance redress and resolution mechanism was established to address the grievances and complaints of PAPs regarding land acquisition, compensation and resettlement in a timely and satisfactory manner. PAPs are entitled to lodge complaints regarding any aspect of the land acquisition and resettlement requirements; compensation policy, entitlements, rates and payment; and, strategies and procedures for resettlement including assistance from livelihood & income restoration programs. A four-stage procedure for redress of grievances is provided in the main report. The grievance mechanism was also disclosed to PAPs during consultations with them.

In the implementation of the ARP, complaints will be resolved in accordance with the approved procedure in the ARP. All complaints from PAPs will be resolved fairly and quickly by authorities at levels and project staff. There will be no administrative charge for the settlement of complaints or for redressing grievances.

**Monitoring and Evaluation.** Regular monitoring will be undertaken by the PMU will submit quarterly progress reports to JICA.

**Resettlement Budget.** The total budget for implementing this ARP is VND 444,581,108,000,. This amount covers compensation and allowances, design and implementation of income restoration measures, administration cost and contingency. As cost of land acquisition and resettlement will be paid by the Viet Nam government.

**Implementation Plan.** The compensation has been paid to the affected households part by part since December, 2012. And it is expected to complete the compensation payment and the site clearance in Mar, 2014. The PMU will not allow construction activities in specific sites until all resettlement activities have been satisfactorily completed, agreed rehabilitation assistance is in place, and that the site is free of all encumbrances.

#### **PART 2 GENERAL INTRODUTION**

#### 2.1 Overview of the Project

For ensuring adequate water for the development of the province, especially in the Northern part of Binh Duong in which many industrial parks and new city of the province are located, The Water Supply Project in the New City and Industrial Complex in the Northern Part of Binh Duong Province (herein after referred to as "the Project") is conducted basing on the Public Private Partnerships (PPP) between the BIWASE and JICA. The Project consists of 05 major components are: i) Raw Water Intake Facilities; ii) Raw Water Transmission Pipeline; iii) Regulating Reservoir; iv) North Binh Duong Water Treatment Plant; and v) Distribution Mains. Some of the planned sites for facilities are occupied, so land acquisition with resettlement issue is in progress.

The Project aims to ensure the needs of water supply and environment sanitation for the Binh Duong northern area; Existing Supply for Urban areas; Thu Dau Mot, Ben Cat, Tan Uyen, Thuan An and Di An, New Housing areas and Industrial Parks areas; An Tay, My Phuoc I, II, III, IV, VSIP I, Expanded VSIP II, and New City, and Bau Bang area for raw water supply..

In order to be funded by the Japan International Cooperation Agency (JICA), Abbreviated Resettlement Plan (ARP) should be conducted in compliance with the JICA Guidelines for Environmental and Social Considerations (JICA GL). This report as "Abbreviated Resettlement Plan" is prepared to summarize the result of RAP complied with JICA GL. Since JICA GL refers to World Bank Policy, its references are also described in this report.

This draft report is prepared by the JICA Survey Team in the preparatory survey for the Project before the Option is fixed, so it is described based on general ideas and should be modified in accordance with the future situation.

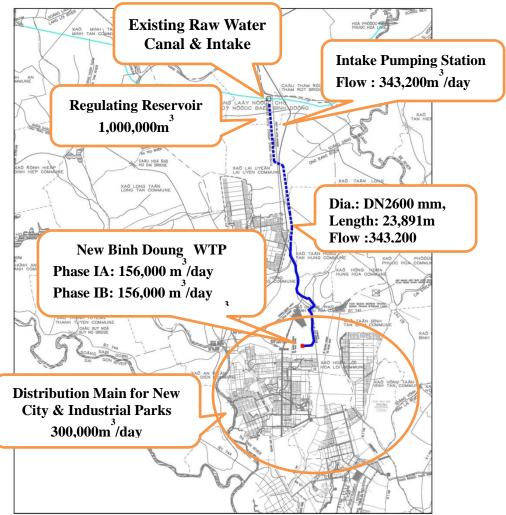
### 2.2 Outline of the Project Components

Main components of the project are: i) Raw Water Intake Facilities; ii) Raw Water Transmission Pipeline; iii) Regulating Reservoir; iv) North Binh Duong Water Treatment Plant; and v) Distribution Mains. Some of the planned sites for facilities are occupied, so land acquisition with resettlement issue is in progress. Summary of Facilities Proposed forFor Water Supply Development of Northern Binh Duong Province is shown in **Table 1** and **Figure 1**.

Table 1 Summary of Facilities Proposed
For Water Supply Development of Northern Binh Duong Province

	Capacity of	f the Facilities
Facility	Phase I with 300,000 m <sup>3</sup> /d of	Final Stage with 1,000,000 m <sup>3</sup> /d of
	NBDWTP	NBDWTP
Regulating Reservoir	1,000,000 m <sup>3</sup> near intake facility	2,000,000 m <sup>3</sup> near intake facility
Intake Pumping	Pump: 3 pumps including 1 standby	Pump: 5 pumps including 1 standby
Station	Flow: $3.97 \text{m}^3/\text{sec} = 343,200 \text{m}^3/\text{day}$	Flow: $3.97 \mathrm{m}^3/\mathrm{sec} = 343,200 \mathrm{m}^3/\mathrm{day}$
	Head: 13.3 m	Head: 13.3 m
Raw Water Pipeline	Dia.: DN2600 mm, Length: 23,891m	Dia.: DN2600 mm, length: 23,891m,
	Flow :343,200 m <sup>3</sup> /day	Dia.: DN2300 mm, length: 23,891m
	Pressurized main from Regulating	Flow:1,144,000m <sup>3</sup> /d
	Reservoir to NBDWTP	Pressurized main from Regulating
		Reservoir to NBDWTP
NBDWTP	Capacity	Capacity: 1,040,000 m <sup>3</sup> /d
	Phase IA: 156,000 m <sup>3</sup> /day	
	Phase IB: 156,000 m <sup>3</sup> /day	
	Total of Phase I: 312,000 m <sup>3</sup> /d	
Distribution Main	DN 400 - 2500, Length: 48.58 km	DN 300 - 2500, Length: 299.33 km

Source: JICA Survey Team



Source: JICA Survey Team

Figure 1 Summary of Facilities Proposed for Water Supply Development of Northern Binh Duong Province

#### 2.3 Objectives of the ARP

The overall objectives of this resettlement policy are (i) to avoid, if not, minimize resettlement impacts; (ii) if impacts are unavoidable, ARP is prepared in a way to ensure that affected persons are not worse off; rather, they should be able to at least maintain or otherwise improve their pre-project living standards and income-earning capacity.

#### 2.4 Socio-economic Conditions of the Project Area

#### 2.4.1 About Binh Duong province

Binh Duong is a province located in the southern key economic zone, its economic growth is very fast. Especially the industrial sector is strongly developing compared to other provinces in the economic quadrangle in particular and the country in general. Province's economic growth rate is quite high and stable during the period 2005-2010, GDP per capita increased by 14%/year and continue to maintain high growth rates in the period 2010-2020.

With an open policy, incentives and calling for domestic and foreign investment in Binh Duong province, over the years, a series of industrial parks have been established and put into operation. Binh Duong currently has 28 industrial parks has been approved by the Government with a total area of 8,925 ha and 5,337 ha of leased IPs' land.

Along with the development of the industry, is the development of the urban population is increasing rapidly. Beside Thu Dau Mot Town, Di An Town, Thuan An Town and the existed towns such as Uyen Hung, My Phuoc, Dau Tieng and Phuoc Vinh, now Binh Duong is forming the new urban areas with total area of 7,554 ha. The province is investing to build the administrative center of the city Binh Duong locates in the Industry - Services – Urban Complex with scale 1,000 ha. The survey data of 2008, the population in the project area nearly 1.2 million people. Mechanical speed of population growth in the region is a large fluctuations is proportional to the industrial development of the province. Forecast for the years, the population growth rate of approximately 7.3%/year. It is expected that by 2020, the population concentrated in urban areas, urban clusters and nearby industrial parks in the province of nearly is 2.3 million people.

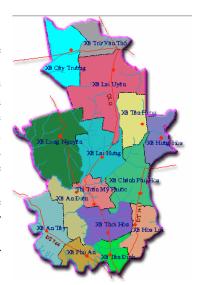
In these accomplishments, Ben Cat District have a large role in the process of economic restructuring in the province, namely planning, urban and industrial development with high efficiency, such as: the Industrial zones My Phuoc 1, 2, 3, Industrial Zones Bau Bang, Lai Hung, An Tay, Rach Bap, Thoi Hoa, Tan Dinh Viet Huong, ...

#### 2.4.2 About Ben Cat District

Ben Cat district consists of 01 town and 14 communes. The whole population of the District is 151,097 persons.

Ben Cat District is located in the southern key economic region; the district center is away from Thu Dau Mot Town 20km, away from Ho Chi Minh City 50km, with National Highway13acrossing. The district has large reserves of non-metallic minerals such as kaolin, clay for brick, red gravel; rich surface water and ground water, with 2 rivers Saigon and Thi Tinh flowing through the district area, the weather is good all year.

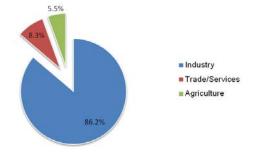
System of waterways, roads developed links the districts in the province and Ho Chi Minh City. Ben Cat has great potential for development of industrial crops, fruit trees and industrial parks construction planning, industrial complexes, is prerequisite for industrial production. The total natural area is 584.37km<sup>2</sup>.



Source: http://eng.binhduong.gov.vn Figure 2 Map of Ben Cat District

#### **Economic Conditions of Ben Cat district**

GDP Growth in 2012 is 16.9%. Industry sector play a key role in this district. Economic structure is developing and shifting towards increasing the proportion of industry and services in GDP. In 2012, Industry presents for 86.2% of economic structure, the rests are services (8.3%), agriculture (5.5%).



Source: JICA Survey Team

Figure 3 Economic Structure in Ben Cat District

Up to now, the district have 08 industrial zones, with total area is 4,086 ha and 18 urban or residential areas with total area is 4,744 ha.

Average income: 35,500,000 VND or 1,730 USD per person per year (2012, Ben Cat's DPC)

#### PART 3 LEGAL FRAMEWORKS AND ENTITLEMENT POLICY

The legal and policy framework for compensation, resettlement and rehabilitation under the Project is defined by the relevant laws and regulations of the JICA and the Viet Nam Government. Where there are gaps between the Vietnam legal framework for resettlement and JICA's Policy on Involuntary Resettlement, practicable mutually agreeable approaches will be designed consistent with Government practices and JICA's Policy.

#### 3.1 Vietnamese Laws, Decrees, and Circulars

- 1. The Constitution of the Socialist Republic of Viet Nam (1992) confirms the right of citizens to own and protect the ownership of a house. In addition, the Government has enacted a number of laws, decrees and regulations that constitute the legal framework for land acquisition, compensation and resettlement. The principal documents include:
- \* Decree No.197/2004/ND-CP, on compensation, rehabilitation and resettlement in the event of land recovery by the State, as amended by Decree No.17/2006/ND-CP;
- \* Decree 69/2009/ND-CP of 13/8/2009 (Supplementary Regulations Regarding Land Use Planning, Land Pricing, Land Acquisition, Compensation, Assistance and Resettlement) amends Decree No. 197/2004/ND-CP, extends eligibility and provides additional entitlements, compensation and assistance over previous legislation.
- \* Circular No.14/2009/TT-BTNMT dated 01/10/2009 of Ministry of Natural Resources and Environment regulated details on compensation, assistances and resettlement and procedures for land acquisition, handing over land, land lease takes effect;
- \* The Land Law No. 13/2003/QH11, providing a comprehensive land administration law;
- \* Decrees No. 188/2004/ND-CP and 123/2007, specifying the methods for land pricing and land price frameworks in the event of land recovery by the State. There is also Decree No.84/2007/ND-CP, which stipulates issue of LURC, land acquisition, land use right implementation, procedure of compensation, and assistance in the event of land recovery by the state and grievance redress.
- 2. Other laws, decrees and regulations relevant to land management, land acquisition and resettlement include the Construction Law 16/2003/QH11 on compensation and relocation of people affected by ground clearance for investment projects, Decree 16/2005-ND-CP on the implementation of the Construction Law, Decree 182/2004/ND-CP on penalties for administrative violations in land issues, Decree 198/2004/ND-CP on land use fees.
- 3. Laws, decrees and decisions relevant to public disclosure of information include Land Law, No.13/2003/QH11, Article 39, requiring disclosure of information to affected people prior to recovery of agricultural and non-agricultural land of, respectively, 90 and 180 days minimum and Decision 3037/QD-BGTVT, 2003, making the Project Management Unit (PMU) together with the Resettlement Committee responsible for public disclosure through mass media of the Project policies and the extent of site clearance to local people, particularly those that will be affected. The Decree 69/2009/ND-CP, Article 29, regulated about introduction of location and notice of land acquisition.
- 4. Decrees relevant to protection and preservation of cultural property include Decree No.172/1999/ND-CP, Article 25, requiring that sites currently recognized for cultural and historical

preservation and that are situated within the boundaries of waterway safety corridors, should be kept intact according to current legal regulations.

#### 3.2 Binh Duong Province Regulations on Resettlement

Binh Duong Province Regulations on Resettlement is followings;

- Decision No. 87/2009/QĐ-UBND dated 21 December 2009 on compensation, assistance and resettlement in Binh Duong Province. This decision applied the Decree No. 69/2009/ND-CP of the Central Government.
- Decision No. 58/2011/QĐ-UBND dated 19/12/2011 regulated on unit price on compensation, assistance for housing, asset, architecture, trees and crops when the State acquires land in Binh Duong Province in 2012.
- Decision No. 67/2011/QĐ-UBND, issued the regulation on of land price adjustment coefficient (K) in 2012 in Binh Duong province

#### 3.3 JICA Guideline on Involuntary Resettlement

JICA's policy on involuntary resettlement is summarized in **Table 2**:

#### Table 2 JICA's Policy on Involuntary Resettlement

The key principle of JICA policies on involuntary resettlement is summarized below.

- I. Involuntary resettlement and loss of means of livelihood are to be avoided when feasible by exploring all viable alternatives.
- **II.** When, population displacement is unavoidable, effective measures to minimize the impact and to compensate for losses should be taken.
- **III.** People who must be resettled involuntarily and people whose means of livelihood will be hindered or lost must be sufficiently compensated and supported, so that they can improve or at least restore their standard of living, income opportunities and production levels to pre-project levels.
- IV. Compensation must be based on the full replacement cost as much as possible.
- V. Compensation and other kinds of assistance must be provided prior to displacement.
- VI. For projects that entail large-scale involuntary resettlement, resettlement action plans must be prepared and made available to the public. It is desirable that the resettlement action plan include elements laid out in the World Bank Safeguard Policy, OP 4.12, Annex A.
- VII. In preparing a resettlement action plan, consultations must be held with the affected people and their communities based on sufficient information made available to them in advance. When consultations are held, explanations must be given in a form, manner, and language that are understandable to the affected people.
- VIII. Appropriate participation of affected people must be promoted in planning, implementation, and monitoring of resettlement action plans.
- IX. Appropriate and accessible grievance mechanisms must be established for the affected people and their communities.

Above principles are complemented by World Bank OP 4.12, since it is stated in JICA Guideline that "JICA confirms that projects do not deviate significantly from the World Bank's Safeguard Policies". Additional key principle based on World Bank OP 4.12 is as follows

- X. Affected people are to be identified and recorded as early as possible in order to establish their eligibility through an initial baseline survey (including population census that serves as an eligibility cut-off date, asset inventory, and socioeconomic survey), preferably at the project identification stage, to prevent a subsequent influx of encroachers of others who wish to take advance of such benefits.)
- XI. Eligibility of Benefits include, the PAPs who have formal legal rights to land (including customary and traditional land rights recognized under law), the PAPs who don't have formal legal rights to land at the time of census but have a claim to such land or assets and the PAPs who have no recognizable legal right to the land they are occupying.
- XII. Preference should be given to land-based resettlement strategies for displaced persons whose livelihoods are land-based.
- XIII. Provide support for the transition period (between displacement and livelihood restoration.
- XIV. Particular attention must be paid to the needs of the vulnerable groups among those displaced, especially those below the poverty line, landless, elderly, women and children, ethnic minorities etc. (
- XV. For projects that entail land acquisition or involuntary resettlement of fewer than 200 people, abbreviated

resettlement plan is to be prepared.

In addition to the above core principles on the JICA policy, it also laid emphasis on a detailed resettlement policy inclusive of all the above points; project specific resettlement plan; institutional framework for implementation; monitoring and evaluation mechanism; time schedule for implementation; and, detailed Financial Plan etc.

Description of "replacement cost" is as follows.

Land	Agricultural	The pre-project or pre-displacement, whichever is higher, market value of land of equal productive		
	Land	potential or use located in the vicinity of the affected land, plus the cost of preparing the land to levels		
		imilar to those of the affected land, plus the cost of any registration and transfer taxes.		
	Land in	The pre-displacement market value of land of equal size and use, with similar or improved public		
	Urban	infrastructure facilities and services and located in the vicinity of the affected land, plus the cost of any		
	Areas	registration and transfer taxes.		
Structure	Houses and	The market cost of the materials to build a replacement structure with an area and quality similar or		
	Other	better than those of the affected structure, or to repair a partially affected structure, plus the cost of		
	Structures	transporting building materials to the construction site, plus the cost of any labor and contractors' fees,		
		plus the cost of any registration and transfer taxes.		

Source: JICA GL

#### 3.4 The Comparison between JICA Guideline and Vietnamese Laws and Decrees

The contents of JICA GL on involuntary resettlement are compared with the Government's Laws and Decrees. The differences between the Government's Laws and Decrees and JICA GL with regard to resettlement and compensation for this Project, and how to address these gaps are shown in **Table 3**.

Table 3 Comparison Table between JICA Guideline and Laws of Vietnam

	Table 5 Comparison Table between 51CA Guideline and Laws of Vietnam							
No.	JICA GL	Laws of Vietnam	JICA GL not covered by Laws of Vietnam	Counter- measures				
1.	Involuntary resettlement and loss of means of livelihood are to be avoided when feasible by exploring all viable alternatives. (JICA GL)	"Location options should be in line with construction planning and provide solutions to minimize the social and environmental impacts" and "assessment of conditions and reasoning for selected location". Decision 48/2008/QD-TT on development of F/S	Alternatives	Alternatives were considered in FS and EIA report				
2.	When population displacement is unavoidable, effective measures to minimize impact and to compensate for losses should be taken. (JICA GL)	Decision 48/2008/QD-TT	Equivalent	Not necessary				
3.	People who must be resettled involuntarily and people whose means of livelihood will be hindered or lost must be sufficiently compensated and supported, so that they can improve or at least restore their standard of living, income opportunities and production levels to pre-project levels. (JICA GL)	Decision 48/2008/QD-TT	Equivalent	Not necessary				
4.	Compensation must be based on the full replacement cost as much as possible. (JICA GL)	Decision 48/2008/QD-TT	Equivalent	Not necessary				
5.	Compensation and other kinds of assistance must be provided prior to displacement. (JICA GL)	Land hand over: "Within twenty (20) days after being fully paid the compensation and support money, the person having land recovered shall hand over land to the compensation and ground clearance organization." (Article 29; Circular 14/2009/TT-BTNMT) dated 01 October 2009	Equivalent	Not necessary				
6.	For projects that entail large-scale involuntary resettlement, resettlement action plans must be prepared and made available to the public. (JICA GL)	The scale-criterion is not yet specified for involuntary resettlement.	Specific countermeasures for large-scale resettlement	Abbreviated resettlement plan will be adopted because DP are				

No.	JICA GL	Laws of Vietnam	JICA GL not covered by Laws of Vietnam	Counter- measures
				estimated less than 200.
7.	In preparing a resettlement action plan, consultations must be held with the affected people and their communities based on sufficient information made available to them in advance. (JICA GL)	RAP should include information of public consultation. Decision 48. Issuing general guidelines on feasibility study reports of projects using ODA funds of the 5 bank group	Equivalent	Not necessary
8.	When consultations are held, explanations must be given in a form, manner, and language that are understandable to the affected people. (JICA GL)	Not properly specified. RAP should include information of public consultation. Decision 48. Issuing general guidelines on feasibility study reports of projects using ODA funds of the 5 bank group	Language designation	Explanations were given in local language
9.	Appropriate participation of affected people must be promoted in planning, implementation, and monitoring of resettlement action plans. (JICA GL)	Not specified	Participation promotion	Participation of affected people is promoted (Described in 12 in this report, check)
10.	Appropriate and accessible grievance mechanisms must be established for the affected people and their communities. (JICA GL)	Properly specified at Article 138 of Land Law (2003); Article 63 & 64, Decree 84/2007/ND-CP and Decree 136/2006/ND-CP	Equivalent	Not necessary
11.	Affected people are to be identified and recorded as early as possible in order to establish their eligibility through an initial baseline survey (including population census that serves as an eligibility cut-off date, asset inventory, and socioeconomic survey), preferably at the project identification stage, to prevent a subsequent influx of encroachers of others who wish to take advance of such benefits. (WB OP4.12 Para.6)	An initial baseline survey is not specified.  Decree 136/2006/ND-CP	Cut-off-date specification	Cut-off-date shall be defined
12.	Eligibility of benefits includes, the PAPs who have formal legal rights to land (including customary and traditional land rights recognized under law), the PAPs who don't have formal legal rights to land at the time of census but have a claim to such land or assets and the PAPs who have no recognizable legal right to the land they are occupying. (WB OP4.12 Para.15)	Compensation will be paid to current users of land recovered by the State who fully satisfy the conditions specified in Clauses 1, 2, 3, 4, 5, 7, 9, 10 and 11, Article 8 of Decree No. 197/2004/ND-CP and Articles 44, 45 and 46 of Decree No. 84/2007/ND-CP. For land users who are ineligible for compensation, provincial level PC shall consider these cases in order to provide support.	Similar	Eligibility is defined.
13.	Preference should be given to land-based resettlement strategies for displaced persons whose livelihoods are land-based. (WB OP4.12 Para.11)	"Land used for a certain purpose which is recovered by the State shall be compensated with new land with the same use purpose," Decree 69; Article 14[2] Compensation and support principles	Preference specification	Livelihoods of displaced persons are basically land- based.
14.	Provide support for the transition period (between displacement and livelihood restoration). (WB OP4.12 Para.6)	Supports include: (i) support for relocation and resettlement in case of recovery of residential land; (ii) support for life and production and stabilization; (iii) support for job-change training and job creation in case of recovery of agricultural land; (iv) support	Covered	Not necessary

No.	JICA GL	Laws of Vietnam	JICA GL not covered by Laws of Vietnam	Counter- measures	
		upon recovery of agricultural land in residential areas or garden or pond land not recognized as residential land and other supports. Article 17; Decree 69.			
15.	Particular attention must be paid to the needs of the vulnerable groups among those displaced, especially those below the poverty line, landless, elderly, women and children, ethnic minorities etc. (WB OP4.12 Para.8)	Not specified.	Vulnerable groups specification	PPCs are in charge of attention in the process of important decisions	
16.	For projects that entail land acquisition or involuntary resettlement of fewer than 200 people, abbreviated resettlement plan is to be prepared. (WB OP4.12 Para.25)	Not specified.	Preparation of ARP	Preparation of ARP	
17.	Threshold of serious effect to the household income source due to agricultural land acquisition (WB OP4.12 P)	Losing over 30% of agricultural land	Losing over 20% of agricultural land.	Losing 20% or more of their total productive land	

Source: JICA Survey Team

# 3.5 The Project's Land Acquisition and Resettlement Policy

With consideration of Item 3.4., The Project's principles are shown as following.

- (i) The Government of Vietnam will use the Project Resettlement Policy (the Project Policy) for the Project specifically because existing national laws and regulations have not been designed to address involuntary resettlement according to international practice, including JICA's policy. The Project Policy is aimed at filling-in any gaps in what local laws and regulations cannot provide in order to help ensure that PAPs are able to rehabilitate themselves to at least their pre-project condition. This section discusses the principles of the Project Policy and the entitlements of the PAPs based on the type and degree of their losses. Where there are gaps between the Vietnam legal framework for resettlement and JICA's Policy on Involuntary Resettlement, practicable mutually agreeable approaches will be designed consistent with Government practices and JICA's Policy.
- (ii) Land acquisition and involuntary resettlement will be avoided where feasible, or minimized, by identifying possible alternative project designs that have the least adverse impact on the communities in the project area.
- (iii) Where displacement of households is unavoidable, all PAPs (including communities) losing assets, livelihoods or resources will be fully compensated and assisted so that they can improve, or at least restore, their former economic and social conditions.
- (iv) Compensation and rehabilitation support will be provided to any PAPs, that is, any person or household or business which on account of project implementation would have his, her or their:
  - Standard of living adversely affected;
  - •Right, title or interest in any house, interest in, or right to use, any land (including premises, agricultural and grazing land, commercial properties, tenancy, or right in annual or perennial crops and trees or any other fixed or moveable assets, acquired or possessed, temporarily or permanently;
  - Income earning opportunities, business, occupation, work or place of residence or habitat adversely affected temporarily or permanently; or
  - Social and cultural activities and relationships affected or any other losses that may be identified during the process of resettlement planning.
- (v) All affected people will be eligible for compensation and rehabilitation assistance, irrespective of tenure status, social or economic standing and any such factors that may discriminate against achievement of the objectives outlined above. Lack of legal rights to the assets lost or

adversely affected tenure status and social or economic status will not bar the PAPs from entitlements to such compensation and rehabilitation measures or resettlement objectives. All PAPs residing, working, doing business and/or cultivating land within the project impacted areas as of the date of the latest census and inventory of lost assets(IOL), are entitled to compensation for their lost assets (land and/or non-land assets), at replacement cost, if available and restoration of incomes and businesses, and will be provided with rehabilitation measures sufficient to assist them to improve or at least maintain their pre-project living standards, income-earning capacity and production levels.

- (vi) PAPs that lose only part of their physical assets will not be left with a portion that will be inadequate to sustain their current standard of living. The minimum size of remaining land and structures will be agreed during the resettlement planning process.
- (vii) People temporarily affected are to be considered PAPs and resettlement plans address the issue of temporary acquisition.
- (viii) Where a host community is affected by the development of a resettlement site in that community, the host community shall be involved in any resettlement planning and decision-making. All attempts shall be made to minimize the adverse impacts of resettlement upon host communities.
- (ix) The resettlement plans will be designed in accordance with Vietnam's National Involuntary Resettlement Policy and JICA's Policy on Involuntary Resettlement.
- (x) The Resettlement Plan will be translated into local languages and disclosed for the reference of PAPs as well as other interested groups.
- (xi) Payment for land and/or non-land assets will be based on the principle of replacement cost.
- (xii) Compensation for PAPs dependent on agricultural activities will be land-based wherever possible. Land-based strategies may include provision of replacement land, ensuring greater security of tenure, and upgrading livelihoods of people without legal land titles. If replacement land is not available, other strategies may be built around opportunities for re-training, skill development, wage employment, or self-employment, including access to credit. Solely cash compensation will be avoided as an option if possible, as this may not address losses that are not easily quantified, such as access to services and traditional rights, and may eventually lead to those populations being worse off than without the project.
- (xiii) Replacement lands, if the preferred option of PAPs, should be within the immediate vicinity of the affected lands wherever possible and be of comparable productive capacity and potential. As a second option, sites should be identified that minimize the social disruption of those affected; such lands should also have access to services and facilities similar to those available in the lands affected.
- (xiv) Resettlement assistance will be provided not only for immediate loss, but also for a transition period needed to restore livelihood and standards of living of PAPs. Such support could take the form of short-term jobs, subsistence support, salary maintenance, or similar arrangements.
- (xv) The resettlement plan must consider the needs of those most vulnerable to the adverse impacts of resettlement (including the poor, those without legal title to land, ethnic minorities, women, children, elderly and disabled) and ensure they are considered in resettlement planning and mitigation measures identified. Assistance should be provided to help them improve their socio-economic status.
- (xvi) PAPs will be involved in the process of developing and implementing resettlement plans.
- (xvii) PAPs and their communities will be consulted about the project, the rights and options available to them, and proposed mitigation measures for adverse effects, and to the extent possible be involved in the decisions that are made concerning their resettlement.
- (xviii) Adequate budgetary support will be fully committed and made available to cover the costs of land acquisition (including compensation and income restoration measures) within the agreed implementation period. The funds for all resettlement activities will come from the Government.
- (xix) Displacement does not occur before provision of compensation and of other assistance required for relocation. Sufficient civic infrastructure must be provided in resettlement site prior to relocation. Acquisition of assets, payment of compensation, and the resettlement and

FINAL REPORT

- start of the livelihood rehabilitation activities of PAPs, will be completed prior to any construction activities, except when a court of law orders so in expropriation cases. (Livelihood restoration measures must also be in place but not necessarily completed prior to construction activities, as these may be ongoing activities.)
- (xx) Organization and administrative arrangements for the effective preparation and implementation of the resettlement plan will be identified and in place prior to the commencement of the process; this will include the provision of adequate human resources for supervision, consultation, and monitoring of land acquisition and rehabilitation activities.
- (xxi) Appropriate reporting (including auditing and redress functions), monitoring and evaluation mechanisms, will be identified and set in place as part of the resettlement management system.

#### Cut-off-date of Eligibility

The cut-off-date of eligibility refers to the date prior to which the occupation or use of the project area makes residents/users of the same eligible to be categorized as PAPs and be eligible to Project entitlements. In the Project, cut-off dates for titleholders will be the date of notification under the land acquisition and for non-titled holders will be the beginning date of the population census. This date has been disclosed to each affected village by the relevant local governments and the villages have disclosed to their populations. The establishment of the eligibility cut-off date is intended to prevent the influx of ineligible non-residents who might take advantage of Project entitlements

#### Principle of Replacement Cost

All compensation for land and non-land assets owned by households/shop owners who meet the cutoff-date will be based on the principle of replacement cost. Replacement cost is the amount calculated before displacement, which is needed to replace an affected asset without depreciation and without deduction for taxes and/or costs of transaction as follows:

- a. Productive Land based on actual current market prices that reflect recent land sales in the area, and in the absence of such recent sales, based on recent sales in comparable locations with comparable attributes, fees and taxes or in the absence of such sales, based on productive value;
- b. Residential land based on actual current market prices that reflect recent land sales, and in the absence of such recent land sales, based on prices of recent sales in comparable locations with comparable attributes; fees and taxes.
- c. Existing local government regulations for compensation calculations for building, crops and trees will be used wherever available.
- d. Houses and other related structures based on actual current market prices of affected materials;
- e. Annual crops equivalent to current market value of crops at the time of compensation;
- f. For perennial crops, cash compensation at replacement cost that should be in line with local government regulations, if available, equivalent to current market value given the type and age at the time of compensation payment.
- g. For timber trees, cash compensation at replacement cost that should be in line with local government regulations, if available, will be equivalent to current market value for each type, age and relevant productive value at the time of compensation based on the diameter at breast height of each tree.

#### PART 4 THE NEED OF LAND ACQUISITION AND RESETTLEMENT

#### 4.1 The Need of Land Acquisition and Resettlement

Some of the planned sites for facilities are occupied, so land acquisition with resettlement issue is in progress. The land acquisition related to both 04 component of the project; i) Raw Water Intake Facilities; ii) Raw Water Transmission Pipeline; iii) Regulating Reservoir; and iv) North Binh Duong Water Treatment Plant.

#### **4.2 Mitigation Measures**

Along with positive impacts on socio-economic development and social lives, the Project will also cause negative impacts to households involved in land acquisition and site clearance, and in the area through which the Project passes. Identifying the negative impacts of land acquisition and site clearance, and proposing mitigation measures, is essential to eliminate or reduce negative impacts.

During Project preparation and design, the resettlement consultant has been closely cooperated with the PMU to minimize the impacts of the project on the lives of people in the project area. To mitigate the impacts on these households, in the Project and ARP implementation process, the following mitigation measures have been and would be applied:

In the Project preparation stage, technical and social teams have worked together to reduce the social impacts of the Project. Appropriate technical designs and construction alternatives have been made to avoid or detour around residential areas, acquiring public land without structures thereon, etc. Avoiding impacts is the Project's most effective mitigation measure and avoids any original negative impacts. At the same time, the technical consultant recommended the different alternatives to choose an optimal one, minimizing land acquisition and resettlement impacts. If negative impacts on properties are unavoidable, adequate compensation plans will be made to at least cover or restore any damages.

In the early stages of the Project's preparation, activities for disseminating information about the Project, land acquisition, site clearance, compensation and resettlement have been widely propagated to gain people's participation and support. On the other hand, getting the right information from the initial phase will help people prepare spirit and facilities for expected impacts from the project. The LFDC conducted public consultations over the project sites to (i) publicize project information and (ii) publicize some projected impacts, land acquisition and compensation scale, compensation and support for production. After populating project information, many opinions were exchanged. In general, local people strongly supported the Project and hoped that it would be soon executed to solve the social issues during construction period.

During implementation for compensation, the PAPs are compensated according to the replacement cost (market price). The unit price for compensation is surveyed by the LFDC and submits to the PPC for approval. Beside market price - based-compensating, the PAPs also get assistance depending on the level of impacts, socio-economic situation of the PAPs. Monitoring and evaluating activities for compensation and site clearance are closely implemented to mitigate the impacts arising from construction.

For the households with their trees and crops affected, they would harvest their trees and crops before land acquisition. They are also informed about the cut-off date of the project to stop cultivating on the affected land.

Particularly pay attention to the vulnerable group, including the poor, loneliness elderlies, single female headed households, disable persons, none-land person. Some PAPs who have no LURC and PAPs who eligible to acquire LURC but have yet receive LURC, the project implementation may strongly impact to those groups. Therefore, full compensation, supports and legally entitlements for them would be taken into account in ARP preparation stage. Especially, the majorities of displaced households are low-income households without land ownership and belong to the vulnerable group, so in the process of ARP implementation, they must be consulted and prioritized choosing income restoration programs.

To the agricultural and business households, beside the compensation according the replacement cost, the ARP will provide assistances such as livelihood stability assistance, support for vocational training and career change, and income restoration for them, etc.

In the construction stage, the Project will encourage the contractors to use the local labors in order to raise jobs and income for people in the project area, especially poor households and directly relocated households by the project.

#### PART 5 SCOPE OF LAND ACQUISITION AND RESETTLEMENT

A complete census and detailed measure survey (DMS) have been being conducted in the project area since March, 2012. The DMS determined the corridor of impact by juxtaposing project technical design drawings applicable at the time with cadastral maps of each affected commune. A preliminary list of affected land plots and their owners was accordingly derived from the cadastral records of each area.

The DMS collected data on all affected land and assets (structures, trees, and crops) as well as affected businesses by measuring and enumerating land and other assets with presence of affected households' representatives. The collected DMS data of each household is recorded in one minute with signatures of task team members and household's representative. The Socio-Economic Survey (SES) was conducted on a 100% relocated households, and 20% remaining households.

#### 5.1 Scope of Land Acquisition and Resettlement

#### 5.1.1 Impacts on Land

There are around 500 of households who are acquired their land. Total of acquired area is 1,679,830m<sup>2</sup>. There is no any school, health and religion facilities as well as the architects are affected by the Project.

Table 4 Summary of land acquisition and resettlement

	Work Items		Acquir	Number of relocated	Number of		
		Residentia l Land	Agricultu ral Land	Public Land	TOTAL	househol ds	relocated Persons
1	Raw Water Intake Facilities	0	10,500	0	10,500	0	0
2	Raw Water Transmission Pipeline	2,000	259,330	120,000	381,330	9	32
3	Regulating Reservoir	1,500	899,140	74,360	975,000	18	60
4	North Binh Duong Water Treatment Plant	0	310,900	2,100	313,000	0	0
	Total	3,500	1,479,870	196,460			
Total		0.2%	88.1%	11.7%	1,679,830	27	92

Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

#### 5.1.2 Impacts on Housing

There are total 27 displaced houses due to land acquisition with total of using area 1,890m<sup>2</sup>. In which, there are 9 houses are under the Raw Water Pipeline Component, and 18 houses are under Reservoir Component. All affected houses are private-own, include 5 permanent ones and 22 semi-permanent ones.

#### **5.1.3 Impacts on Other Objects and Architectures**

Project causes the impacts on the other objects and architectures. Summary is shown in **Table 5**.

**Table 5 Summaries on Impacts on the Other Objects and Architectures** 

No	Work Items	Toilet- Detached	Kitchen- Detached	Bath Room	Animal Stall	Ground, pavement	Graves	Water Pipeline
110		piece	m <sup>2</sup>	piece	m <sup>2</sup>	m <sup>2</sup>	piece	m
1	Raw Water Intake Facilities	-	-	-	-	-	-	-
2	Raw Water Transmission Pipeline	9	135.0	9	40.0	30.0	1	-
3	Regulating Reservoir	18	270.0	18	50.6	184.0	-	500.0
4	North Binh Duong Water Treatment Plant	-	-	-	-	-	-	-
	Total	27	405.0	27	90.6	214.0	1	500.0

Source: JICA Survey Team (This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

#### **5.1.4 Impacts on Trees and Crops**

Project causes the impacts on the rubber trees. Besides, the Project also causes the impact on some other trees such as cashews, peppers.

**Table 6 Impacts on Trees and Crops** 

No	Work Items	Rubber Trees over 10 year olds	Rubber Trees from5 to 10 year olds	Rubber Trees under 5 year olds	Pepper	Cashew	Crops
		Tree	Tree	Tree	Tree	Tree	m2
1	Raw Water Intake Facilities	25,000	30	-	1	1	2,000
2	Raw Water Transmission Pipeline	1,800	4,800	7,150	300	-	-
3	Regulating Reservoir	6,000	15,650	24,420	47,070	88,140	-
4	North Binh Duong Water Treatment Plant	2,400	6,660	8,325	-	-	-
	Total 35,200 27,140 39,895 47,370 88,140 2,00						

Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

#### **5.1.5 Impacts on Business**

There are one household doing small business which have to relocate their business location. This household has no registered certificate and using family labour instead of hiring labours from outside. Business Income is only the secondary source of the household. Average income from business of this household is under 500,000 dong per month.

#### **5.1.6 Impacts on Institutions and Organizations**

There is no any institution and organization affected by the Project.

#### **5.1.7 Impacts on Public Works**

There is no any public work affected by the Project

#### **5.1.8** Impacts on cultural structures Heritages

There are not any cultural structures and heritages such as pagodas, temples, historical vestiges, cultural heritage or nature reserve area affected by the project.

# **5.1.9 Temporary Impacts**

Besides 500 permanently affected households, the project may temporarily impact—some households in the project area during project construction. However, optimal technical design and construction methods will be applied to avoid or minimize causing damage to production and business as well as the lives of local people. Any losses due to temporary impacts occurring during construction will be determined and compensated as per the entitlement matrix.

#### 5.2 Socio-economic Profile of PAP

To find out about the socioeconomic conditions, a socioeconomic survey by the questionnaires was conducted with the participation of 100% relocated households (27 households) and 20% other affected households (86 households).

#### 5.2.1 Household Population and Labor Force

According to the survey, total population of surveyed households is 461 persons. The average household size is 4.1 persons per household. It is different from household size between the project components: Raw Water Intake Facilities Component and Reservoir Components have average population size is 3.8 person per household and Water Transmission Pipeline and North Binh Duong Water Treatment Plant components are 4.2. and 4.3 person per household. By age category, there are 41.4% of members of the households are in the working – age (from 18 to 55 years old), dependant rate is 51.6% (29.8% under 18 years old and 21.8% from 56 years old or more). Number of average labour per household is 1.97. Table 7 shows the household population that will be affected by land acquisition in wards and communes by the components.

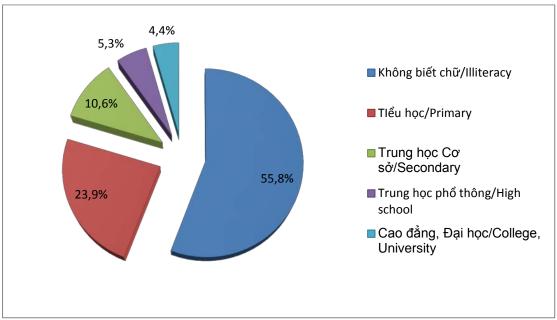
**Table 7 Household Population and Size** 

No	Work Items	HHs	Individuals	No. of Male	No.of Women	No.of labours in HHs	Size of HHs
1	Raw Water Intake Facilities	5	19	10	9	9	3.8
2	Raw Water Transmission Pipeline	47	195	96	99	58	4.2
3	Regulating Reservoir	29	109	54	55	33	3.8
4	North Binh Duong Water Treatment Plant	32	138	68	70	41	4.3
	TOTAL	110	461	228	233	141	4.1
_	Rate	20	-	49.5	50.5	30.6	-

Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

#### 5.2.2 Education

According to the survey, the education of the surveyed persons is generally very low. Illiteracy rate presents for 55.8%. Primary education rate presents for 23.9% and secondary one presents for 10.6%. High school rate accounts 5.3% only. College or university accounts for 4.4% only and it is high concentrated in the Water Treatment Component where has living standard is much higher than other project sites.



Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

Figure 4 Education of Affected Household

Detailed education by component is shown in the **Table 8**:

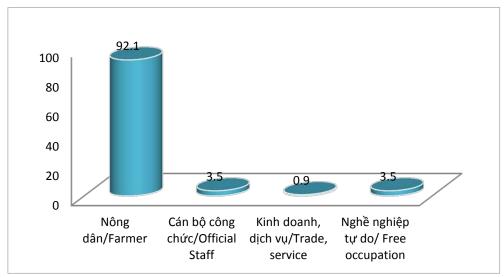
Table 8 Education of affected households

No	Work Items		Illiteracy	Primary School	Secondary School	High School	College or University
1	Raw Water Intake	Quantity	3	1	1	0	0
1	Facilities	Rate	60.0	20.0	20.0	0.0	0.0
2	Raw Water Transmission	Quantity	31	7	5	2	2
2	Pipeline	Rate	65.9	14.9	10.6	4.3	4.3
3	Dogulating Deservoir	Quantity	13	12	2	1	1
3	Regulating Reservoir	Rate	44.8	41.5	6.9	3.4	3.4
4	North Binh Duong Water	Quantity	16	7	4	3	2
4	Treatment Plant	Rate	50.0	21.9	12.5	9.4	6.2
		Quantity	63	27	12	6	5
	TOTAL	Rate	55.8	23.9	10.6	5.3	4.4

Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

#### **5.2.3 Household Occupation**

Most of interviewees are farmers (presents 92.1%). Main occupation of these households are growing and harvest the rubber gums. There are only 3.5% are state officials, and 3.5% are free occupations. Occupation structure of affected households is shown at the chart below:



Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

Figure 5 Occupation structure of affected households

Details are showed at the **Table 9**.

Table 9 Occupation of affected households

	Table 9 Occupation of affected nouseholds							
No	Work Items	Farmers	State	Business,	Free			
			Officials	services	Occupations			
1	Raw Water Intake	4	0	1	0			
	Facilities							
2	Raw Water Transmission	40	3	0	4			
	Pipeline							
3	Regulating Reservoir	87	0	0	0			
4	North Binh Duong Water	31	1	0	0			
	Treatment Plant							
	TOTAL	103	4	1	4			
	Rate	92.1	3.5	0.9	3.5			

Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

# 5.2.4 Living Standards, Income and Expenditure

#### a) Income of Affected Households

According to surveyed result, average income per capita of affected household is very high, at VND4.112.000/month. Average income per capita from 3 million to 5 million per month presents 31.9% and from 5 million per month or more presents 29.2%. Average income from 1 million to 2 million per month presents 16.8%. Average income per capita under 1 million dong presents 6.2% only.

**Table 10 Average Income of Affected Households** 

Unit: Vietnam dong

No	Work Items	500,000- 1,000,000	1,000,000- 2,000,000	2,000,000- 3,000,000	3,000,000 - 5,000,000	5,000,000 or more
1	Raw Water Intake	0	1	1	2	1
	Facilities					
2	Raw Water	6	9	11	11	10
	Transmission					
	Pipeline					
3	Regulating	0	4	5	12	8

	Reservoir					
4 North Binh Duong		1	5	1	11	14
	Water Treatment					
	Plant					
	TOTAL	7	19	18	36	33
	Rate	6.2	16.8	15.9	31.9	29.2

Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

Most of income source of affected households come from gum trees (78.9%), only 9.6% from trade or business or service and 8.9% from salary.

**Table 11 Structure of Income Sources of Affected Households** 

Income Source	Raw Water Intake Facilities	Raw Water Transmission Pipeline	Regulating Reservoir	North Binh Duong Water Treatment Plant	% Total
Agriculture (Gum	58.0	78.4	81	74.2	
Trees)					
Salary	0.0	9.1	8.8	5.1	
Business/Services	41.4	9.8	8.8	19.8	
Allowance/Giving	0.6	0.4	0.3	0.1	
Free Occupation	0.0	2.3	1.1	0.8	

Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

#### b) Expenditure of Affected Households

Expenditure on food accounts for a large proportion of the expenditure structure of affected households (52.9%), following is expenditure on education (21.8%) and clothing, transportation and customs (accounting for 11.9%). Expenditure distribution are shown in the table below:

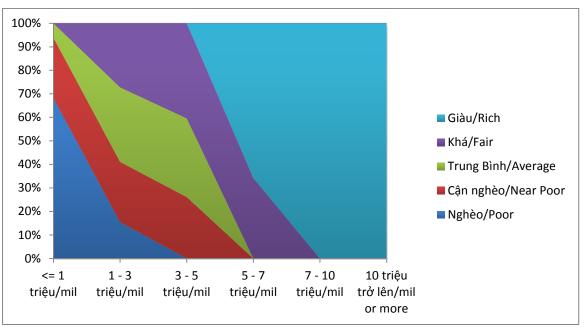
**Table 12 Structure of Expenditure of Households** 

Expense items	Raw Water Intake Facilities	Raw Water Transmission Pipeline	Regulating Reservoir	North Binh Duong Water Treatment Plant
Food	52.0	62.0	55	44.5
School	22.0	16.5	15.3	30.1
Health	3.3	3.1	3.1	2.8
Travel, clothes, customs	12.5	10.7	13.0	12.4
Electricity	2.3	1.6	1.7	3
Others	7.9	6.1	11.9	7.2
Total	100.0	100.0	100.0	100.0

Source: JICA Survey Team (This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

# c) Evaluation of Classification

There are significant differences in per capita income, per capita expenditures and accumulation between the Project components. In other words, there are significant differences in living standards between the areas under the Project's different components. Income, expenditure and accumulation of the Wastewater Treatment Plant component are significantly higher than the remaining components. Income, expenditure and accumulation of the Raw Water Pipeline component are lowest in comparison to other component.



Source: JICA Survey Team(This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

Figure 6 Level of Expenditure by Poor/None Poor Classification

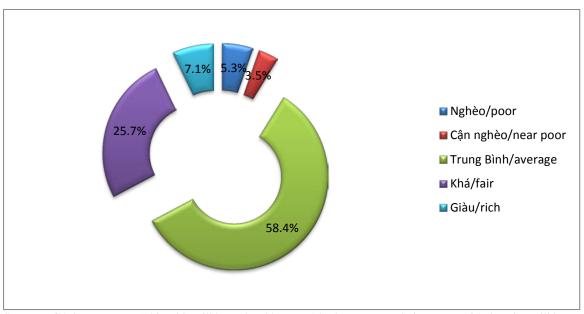
Table 13 Monthly Income, Expenditure and Accumulation of the Households by Component

Unit: Vietnam dong

No.	Work Items	Monthly Income	Monthly Expenditure	Monthly Accumulation
1	Raw Water Intake Facilities	3,019,000	2,562,000	456,000
2	Raw Water Transmission Pipeline	3,625,000	2,225,000	1,400,000
3	Regulating Reservoir	4,410,000	2,644,000	1,767,000
4	North Binh Duong Water	5,388,000	3,359,000	2,028,000
	Treatment Plant			
	Total	4,180,000	2,564,000	1,616,000

Source: JICA Survey Team (This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

The analysis showed that the accumulation of the surveyed households is generally quite high, especially in the WTP where having a large of the rubber tree area. Through the investigator's classification based on income, expenditure and living accommodations, most households have an average living standard (58.4%) and fair one presents 25.7%, and rich household portion is 7.1%. However, the rich-poor gap is also shown quite clearly the project area. 32.8% of households have fair and rich living standards and wealth, while 8.8% of the households have poor living standard, in other words, these are under vulnerable group. Therefore, it is necessary for the Project to specially pay its attention to this group, priority and special support for them, avoid impoverishment.



Source: JICA Survey Team (This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

Figure 7 Living Standard Classification of Households According to Surveyor's Evaluation

Table 14 Living Standard Classification of Households According to Surveyor's Evaluation

	Ticeof thing to but veyor a Divinuation							
No.	Work	Items	Poor	Near Poor	Average	Fair	Rich	Total
1	Raw Water	Quantity	1	0	3	1	0	1
	Intake Facilities	Rate %	20.0	0.0	60.0	20.0	0.0	20.0
2	Raw Water	Quantity	4	2	26	13	2	4
	Transmission Pipeline	Rate %	8.5	4.3	55.3	27.6	4.3	8.5
3	Regulating	Quantity	0	1	19	6	3	0
	Reservoir	Rate %	0.0	3.4	65.5	20.7	10.3	0.0
4	North Binh	Quantity	1	1	18	9	3	1
	Duong Water							
	Treatment		3.1	3.1	56.3	28.1	9.4	3.1
	Plant	Rate %						
	Total	Quantity	6	4	66	29	8	6
		Rate %	5.3	3.5	58.4	25.7	7.1	5.3

Source: JICA Survey Team (This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

#### 5.2.5 Accommodations and home comforts

Another indicator is the living means and accommodations of the households which can help categorizing living standards more objectively when based on observations and interviews by the investigators. Table below gives quite detailed description of the means and facilities of living of households from the sample survey results.

**Table 15 Furnitures of the Surveyed Households** 

(%)

	Raw Water Intake Facilities	Raw Water Transmission Pipeline	Regulating Reservoir	North Binh Duong Water Treatment Plant	% Total
Bicycle	0.0	6.4	13.8	28.1	14.2
Motorbike	60.0	89.4	93.1	100.0	92.0
Car	0.0	2.1	3.4	34.4	11.5
Air Conditioner	20.0	2.1	6.8	20.7	8.8
Washing Machine	20.0	25.5	51.7	78.1	46.9
Bed/Wood Furniture	100.0	100.0	100.0	100.0	100.0
Television	100.0	100.0	100.0	100.0	100.0
Telephone Set	0.0	0.0	0.0	0.0	97.3
Mobile Phone	100.0	95.7	96.6	100.0	3.5
CD/DVD player	0.0	0.0	10.4	3.1	6.2
Computer	20.0	0.0	3.4	15.6	100.0
Rice-Cooker	100.0	91.5	100.0	100.0	95.6
Gas Cooker	60.0	98.0	89.7	100.0	93.8
Refrigerator	80.0	89.4	3.4	100.0	14.2

Source: JICA Survey Team (This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

According to the survey result, the most common accommodations are bed/wood furniture (100.0%), television (100.0%), rice-cooker (100.0%), mobile phone (97.3%), gas cooker (95.6%), fridge (93.8%). The expensive living home comforts are common in the Water Treatment Plant Component but not common in another components. Also in this component, car rate presents 11.5% and washing machine rate is 46.9%. This shown a clear difference in living standards between the households in this component in comparision to the remaining components.

#### 5.2.6 Socio-economic Profile of Vulnerable Group

Households are under vulnerable group include i) poor households; ii) landless households; single women headed households; iii) households with martyrs or invalid persons; iv) households with disabled persons and the other persons who are entitled from the Viet Nam government's social policies.

A summary of other vulnerable PAPs households is presented in the **Table16**.

Table 16 Summary of other vulnerable PAPs

No.	Work Items	Poor	Single Woman- Headed HHs	HHs with Invalid Persons	Others	% Total	
1	Raw Water Intake Facilities	Quantity	1	0	1	1	3
1	Raw Water Intake Facilities	Rate	33.3	0.0	33.3	33.3	60.0
2	Raw Water Transmission Pipeline	Quantity	0	0	5	4	9
2	Kaw Water Transmission Eipenne	Rate	0.0	0.0	55.6	44.4	19.1
3	Dogwleting December	Quantity	2	1	2	2	7
3	Regulating Reservoir	Rate	28.6	14.2	28.6	28.6	24.1
4	North Binh Duong Water Treatment	Quantity	1	0	2	0	3
4	Plant	Rate	33.3	0.0	66.7	0.0	9.4
	Total Quantity		4	1	10	7	22
		Rate	3.5	0.9	8.8	6.2	19.5

Source: JICA Survey Team (This table will be updated by BIWASE because Regulating Reservoir's location will be changed)

The above table shows that rate of vulnerable group is relatively high in the project area (present 19.5%) and scattered in all project components. The process of land acquisition should be paid its attention to and special support for these groups so that they can recover their economic and lives as quickly as possible.

#### **5.2.7 Issue of Ethnic Minorities**

There are no affected Ethnic Minorities in this Project.

#### 5.2.8 Gender Issues

During project implementation, the attentions should be paid to women to:

- Ensure women participation in meetings and consultations in HIV/AIDs protection and prevention of women trafficking;
- Ensure payments to be paid directly or with presence of the women;
- Ensure the grievances to be solved satisfactorily for both men and women;
- Ensure women to be enjoyed the income and livelihood restoration programs;
- Ensure jobs creation for the local women in the project to be a priority.

#### PART 6 COMPENSATION POLICY

#### **6.1 Objectives for Resettlement**

The objectives of the Vietnamese legislation governing resettlement and rehabilitation of displaced persons, and that of JICA's Policy concerning involuntary resettlement, have been adapted for the preparation of this Abbreviated Resettlement Plan (ARP). The objectives are set out below. Where there are gaps between the Vietnam legal framework for resettlement and JICA's Policy on Involuntary Resettlement, practicable mutually agreeable approaches will be designed consistent with Vietnamese law and JICA's Policy.

The main objective of the ARP is to ensure that all PAPs will be compensated for their losses at replacement cost.

#### 6.2 Eligibility

Any person who at the cut-off-date was located within the area affected by the project, its components, or other project's parts thereof, and would;

- (a) The person have formal legal rights to land (including customary and traditional rights recognized under the Vietnamese laws); or
- (b) The person does not have formal legal rights to land at the time the census begins but have a claim to such land or assets provided that such claims are recognized under the laws of Vietnam or become recognized through processes identified in the resettlement plan; or
- (c) The person does not have legal nor recognizable by law rights to the land they are occupying or land have properties/assets within the project areas before the cut-off date.

Persons covered under (a) and (b) are provided compensation for the land they lose and other assistance at full replacement cost. Persons covered under (c) are provided resettlement assistance in lieu of compensation for the land they occupy, and other assistance, as necessary, to achieve the objectives set in this ARP, if they occupy the project area prior to the cut-off date. Persons who encroach on the area after the cut-off date are not entitled to compensation or other form of resettlement assistance. All persons in (a), (b) or (c) are provided compensation for loss of assets other

than land.

#### **6.3 Principles of Resettlement**

The principle for resettlement policy in the Project will be as follows:

- (i) Acquisition of land and other assets, and resettlement of people will be minimized as much as possible.
- (ii) All PAPs residing, working, doing business or cultivating land within the recovered area under the Project as of the cut-off-date are entitled to be provided with rehabilitation measures sufficient to assist them to improve or at least maintain their pre-Project living standards, income earning capacity and production levels. Lack of legal rights to the assets lost will not bar the PAP from entitlement to such rehabilitation measures.
- (iii) Compensation for loss of land and trees at replacement cost
- (iv) Adequate budgetary support will be fully committed and be made available to cover the costs of land acquisition and resettlement and rehabilitation within the agreed implementation period. Physical resources for resettlement and rehabilitation will be made available as and when required.
- (v) Civil works contractors will not be issued a notice of possession or a notice to proceed for any subproject unless the Government has
- a. Completed, satisfactorily and in accordance with the approved ARP for that sub-project, compensation payments, and
- b. Entitlements will be provided to PAPs no later than one month prior to expected start-up of civil works at the respective project site.
- (vi) Institutional arrangements will ensure effective and timely design, planning, consultation and implementation of the ARP.

#### 6.4 Cut-off Date

For the Project, the cut-off-date for eligibility for entitlement is defined as the completion of the measurement survey on affected land. The survey is based on the preliminary scheme design. Should the design be developed further to require more, or different land, the inventory of loss will be updated and the cut-off date revised in accordance. Those whose livelihood activities may be affected by temporary land acquisition as the result of civil works will also receive compensation and assistance.

#### **6.5 Site Preparation and Relocation**

Through the consultation meetings, the relocated households expected and can arrange to resettle by themselves, therefore, it would have no resettlement site to be prepared.

In case the PAPs arise the need of resettlement land, the Project will provide the resettlement land lots will full infrastructure meeting their needs.

#### 6.6 Rehabilitation

The project ensures to fully compensate and to assist for affect land/assets/works basing on replacement price. Besides, the policies of rehabilitation supports for affected person will be implemented based on the JICA's and Viet Nam Government's policies, to ensure their livelihood is equal or better in comparison to the Pre-project. The rehabilitation includes;

- (i) Supports for Living and Production Stabilization (include supports for PAPs with affected agricultural land, supports for PAPs with affected business and production, support for relocating and temporary residence, support for temporary impacts on production and business,
- (ii) Support for Vocational Training and Job Creation, and
- (iii) Special supports for the affected vulnerable groups.

Details of the rehabilitation activities is listed in the **Table 17**.

# **6.7 Project Entitlements**

The Entitlement Matrix, presented in **Table 17**, covers the impacts currently identified during project preparation. It covers also the impacts which could arise during the construction period.

**Table 17 Entitlement Matrix** 

No	Impact	Level Of	Eligible	Entitlements	Implementation Issues
110	Impact	Impact	Persons	Entitionents	Implementation Issues
I. LA	ND				
1	Productive land (agricultural , orchard land, aquaculture, garden)	Losing less than 20% of total landholding, remaining unaffected portion is viable for productive use	a. Owners with LURC, eligible to acquire LURC according to Government regulations, or otherwise legalizable under Government regulations	(i) Cash compensation for acquired land at replacement cost which is equivalent to current market price and free from transaction costs (e.g., taxes, certification, administration costs); (ii) Assistances for the PAPs affected their productive land, see the item III below (iii) For none-land affected assets, see item II below.	If the area of the remaining land is not viable, and if the PAP so agrees, then the remaining portion of land will be acquired according to the project's compensation/ assistance regime.  PAPs are obliged to pay preexisting outstanding financial obligations to the state related to affected land from land compensation.  Affected households to be notified at least 3 months prior to the date that the land will actually be acquired by the Project
			b. User with lease or temporary right	(i) No compensation for land, but compensation for investment costs for land and/or remaining contract period; (ii) Compensation for non- land affected assets, see item II below.	LFDC will determine the value of investments on the affected land in consultation with the PAP.
			c. Non-titled user not eligible to become legalized	(i) No compensation for land; (ii) Compensation for non- land assets (crops, trees and structures), see item II below. (iii) If the PAP is classified as poor and directly use the land they are entitled to receive cash assistance as per PPC decision.	
		Losing 20% or more of total landholding (Entire land affected or the remaining unaffected portion is not viable for productive use)	a. Owners with LURC, eligible to acquire LURC according to Government regulations, or otherwise legalizable under Government regulations.	(i) Due to limitation of agricultural land, affected households will get compensate by cash for the lost land at replacement cost which is equivalent to current market price and free from transaction costs (e.g., taxes, certification, administration costs); (ii) If loss is equivalent to 20% or more of total agricultural land: assistance for livelihood restoration programs will be provided; (iii)Assistances for the PAPs affected their productive land, see the item III below.	Affected households to be notified at least 3 months prior to the date that the land will actually be acquired by the Project;

No	Impact	Level Of Impact	Eligible Persons	Entitlements	Implementation Issues
			b. User with	(iv) Compensation for non-land affected assets, see item II below. (v) Entitle for allowances due to severe loss, see item 8 and 10 below. (i) No compensation for land,	LFDC will determine the value
			lease or temporary right	but compensation for investment costs for land and/or remaining contract period; (ii) Compensation for nonland affected assets, see item II below.	of investments on the affected land in consultation with the PAP.
			c. Non-titled user and not eligible to become legalized	(i) No compensation for land; (ii) Compensation for non- land assets (crops, trees and structures) See item II below. (iii) If the PAP is classified as poor and they directly use the land they are entitled to cash assistance as per PPC decision.	
		Temporary loss	Land users regardless of tenure status.	(i) Cash compensation based on average productivity of three years multiplied by the duration of using time. The amount of the compensation will not be less than the minimum wage for those whose labor is displaced from the affected land.  (ii) Full restoration of affected land to pre-impact conditions.  (iii) PAPs being thus displaced for periods in excess of one year will be entitled to participate in vocational training programs.	Temporary impacts will be minimized by reducing the area used, utilizing areas being permanently acquired for the project where feasible and reducing the time of the temporary acquisition as much as possible.
2	Residential land	Residential land with structures where remaining land is sufficient to rebuild a house and not requiring relocation.	a. Owners with LURC, eligible to acquire LURC according to Government regulations, or otherwise legalizable under Government regulations.	(i) Cash compensation for the portion to be acquired permanently at replacement cost which is equivalent to current market price and free from transaction costs (e.g., taxes, certification, and administration costs).  (ii) Compensation for nonland affected assets see items II below.	Minimum permitted residential lot size to rebuild house is according to provincial regulations (100m2).  Affected household to be notified at least 6 months prior to the date that the land will actually be acquired by the Project
		Residential land with structures where remaining	b. Non-titled user and not eligible to become legalized. a. Owners with LURC, eligible to acquire LURC according to	(i) No compensation for land,  (ii) Compensation for non-land assets (structures, crops and trees), see item II below.  Relocated households are entitled to selecting one of the following options:  Cash compensation  (i) Cash compensation at	Resettlement sites are to have adequate infrastructure and access to social services.  Depending on the area, category and location of affected land,
		land is insufficient	Government regulations, or	replacement cost which is equivalent to current market	PAPs may be entitled to additional resettlement lots as

No	Impact	Level Of Impact	Eligible Persons	Entitlements	Implementation Issues
		Impact to rebuild a house.	Persons otherwise legalizable under Government regulations.	price and free from transaction costs (e.g., taxes, certification, and administration costs) if PAPs refusing receive a plot of resettlement land.  (ii) Those entitled to receive a resettlement lot, but choose self-relocation shall receive a lot infrastructure development grant as per relevant provincial decision.  (iii) Entitle for allowances associated with relocation of house, see item 9 below (iv) Assistance for livelihood stabilization.  **Residential plot at a resettlement site*  (v) Relocated households shall be entitled to provision of at least one standard resettlement lot;  (vi) Relocated households whose directly work on agricultural production (landbased income) will be given preference to resettle near the former residence. These households will also be paid compensation by cash and support priority to resettle in the new residence at least equal to or better than the former residence.  (vii) Where extended families jointly reside on the same acquired lot and would be eligible for separate household registration books, or if there are multiple households jointly holding the same LURC then additional resettlement lots will be granted with an equivalent value.  (viii) PAPs who receive resettlement land but the value of the compensation and assistance is higher than the value of a standard lot in resettlement site, shall receive the balance of the value of the onot receive a resettlement lot they will receive the balance of the value of the donot receive a resettlement lot as assistance and the minimum value of one resettlement lot as cash. [ND 69/2009:19(1)] (ix) PAPs who have no other	specified in the relevant PPC's decision.  Where the entitlement for number of lots granted are less than the actual number of households of an extended family living separately on the acquired land, favorable consideration will be given to grant priority access of remaining households to purchase resettlement plots and facilitate suitable payment arrangements as needed.  The allocation of resettlement lots will be taken account of the needs of extended families to be co-located. In this regard, special attention will be paid to the elderly residing separately, female headed households and vulnerable PAPs.  Affected household to be notified at least 6 months prior to the date that the land will actually be acquired by the Project

No	Impact	Level Of Impact	Eligible Persons	Entitlements	Implementation Issues
				places of residence will be provided with residential land or houses for resettlement. In case their compensation and support amount is smaller than the value of a minimum quota, PAPs will receive the difference as resettlement support. If refusing to receive residential land or houses in resettlement areas, PAPs are entitled to a cash amount equivalent to such difference.	
			b. Land users without LURC and whose land use is not legalizable.	(i) No compensation for land. (ii) Entitled to participate in livelihood restoration programs. (iii) Those displaced from land they are residing on prior to the cut-off date, have no alternative accommodation and who are otherwise ineligible for a resettlement lot shall be favorably considered in accordance with Decision of PPC. (iv) Compensation for nonland affected assets see items II below. (v) Entitle for allowances associated with relocation of houses, see item 7 below.	Affected household to be notified at least 6 months prior to the date that the land will actually be acquired
		Residential land with no residential structures	Owners with LURC, or eligible to acquire LURC according to Government regulations	(i) Cash compensation for the portion of the land to be acquired permanently at replacement cost.	If the remaining portion of the land is less than minimum permitted residential lot size then the entire lot will be acquired and compensated.
3	Public land			(i) No compensation for affected public land. The project will be supported for the acquired public land of the commune or ward by decision of the PPC.  (ii) Compensate for the nonland assets according to the market price.	
II	STRUCTUR	ES, CROPS &	TREES	•	
4	House and other structures	Houses and other structures partially affected and the remaining is still used	Owner of structures regardless of tenure status	(i) Cash compensation at replacement cost equivalent to current market prices without depreciation or deductions for salvaged building materials for the affected portion at the time of compensation.  (ii) Compensate for repair cost equal to the actual cost of repair (materials and labor).  (iii)For allowances, see item 7 below	

No	Impact	Level Of	Eligible Persons	Entitlements	Implementation Issues
		Impact Houses and other structures totally affected or partly affected but the remaining is not used	Owner of structures regardless of tenure status	(i) Cash compensation at replacement cost equivalent to current market prices without depreciation or deductions for salvaged building materials for the entire structure at the time of compensation.  (ii) Compensate for repair costs equal to the actual payments (labor & materials)  (iii)For allowances, see item 7	PAPs who affected the houses, but have no land shall be favorably considered for assistance.
		Business structures	Owner of structures regardless of tenure status	(i) Cash compensation at replacement cost equivalent to current market prices without depreciation or deductions for salvaged building materials for the entire structure at the time of compensation.  (ii) Other business assets (not structures): Owners of businesses will be considered (by PPC) to be assisted with relevant costs of not fixed business assets (material and equipment) remaining at the time of displacement. The PPC will decide on assistance based on each specific case after receiving a request from the owner of the business.  (iii)For allowances, see item 10 below	Affected business structures built after the cut-off date shall not be compensated.
		Graves	Affected household	(i) All costs for excavation, relocation and reburial will be reimbursed in cash.	For ownerless affected graves, compensation will be given to Commune PCs to relocate them to a local cemetery.  Graves to be exhumed and relocated in culturally sensitive and appropriate manner.
5	Crops, trees, and aquaculture products	Loss of or damage to trees/crops	Owners regardless of tenure status	(i) Cash compensation for annual crops and aquaculture products equivalent to current market value of crops/aquaculture products at the time of compensation; (ii) For perennial crops and trees, cash compensation at replacement cost equivalent to current market value given the type, age and productive value (future production) at the time of compensation. (iii) Timber trees are compensated by cash, based on diameter at breast height at current market value.	PAPs have the right to use salvageable trees. PAPs will be notified at least 3 months prior to land acquisition. PAPs will receive cash compensation based on market cost of ripened crops/fruit for any un-harvested crops that were planted prior to the land acquisition announcement. No compensation for trees/crops is going to harvest.
6	Public facilities	Loss of or damage to assets	Relevant agencies	Cash compensation to cover the cost of restoration or repair the facilities	Relocation or reconstruction of public facilities will be done with minimal disruption to public service.

No	Impact	Level Of Impact	Eligible Persons	Entitlements	Implementation Issues
Ш	ASSISTANC				
7	Displaceme nt from residential housing	Severe impacts on house	Relocating households regardless of tenure status	follows:  (i) The relocated households also get support for relocation with VND3.000.000 for each household to relocate within 10km or less and VND5.000.000 to relocate within over 10km.  (ii) For the political organizations or offices: Getting support for relocating fee;  (iii) For the other organizations which are eligible to get compensation for land and assets: Get supports for the actual costs for relocating, dismantling, and installing when they are relocated.  (iv) For those without alternative accommodation and are: shall be arranged the temporarily residence or receive assistant in cash at VND2.000.000 in 06 months during awaiting for resettlement house;  (v) For the households who are acquired their land entitled to get a residential land or house expecting to get cash to be self- resettled, they will get assistances according to the regulations besides getting compensation.  (vi) The persons who are using the state-owned house (hiring houses or selfmanaged houses of agencies) if relocate:  - Be compensated for the costs of self-improvement, repairing, upgrading, and the level of compensation is made by the Province's PC.  - Be hired house according to the state-owned rent price in the resettlement areas with an area equivalent to the former hiring area.  - For the cases without resettlement houses, PAPs will be supported in cash to self-resettle, level of assistance equivalent to 60% of the land value and 60% of the value of the current hiring house.  (vii) The PAPs who are	Transport allowance to be provided to PAPs displaced from rented accommodation and those temporarily displaced from owned residential accommodation in addition to those permanently displaced from owned accommodation.

No	Impact	Level Of Impact	Eligible Persons	Entitlements	Implementation Issues
8	Loss of income/ livelihood due to loss of agricultural land	Losing 20% or more of total agricultural land and/or relocation	PAPs directly farming affected land	unstate-owned hiring house if relocate: - Support for relocating as resettlement relocating Support for livelihood and production stabilization last for 6 months with 30kg of rice per capita per month at an average price at the time of support.  (vii) PPC will review and decide on the higher assistance level for the cases as the follows: - House hiring lasts for a long time (6 months or more) - The affected households who have many members or many affected households are living in a family - Hiring the office for organization(s) or business locations/production facilities for businesses  Vocational training and income restoration (viii) Household members whose livelihoods are impacted due to relocation are entitled to participate in livelihood restoration programs including: - Any one vocational training course within the province free of charge; - Income restoration programs sponsored under the project.  Stabilization allowance (i) losing 20-<70% of agricultural land: Cash grant at VND 500.000 per person per month for a period of 12 months if required to relocate and for a period of 24 months for the households relocating to the extremely difficult area of agricultural land: Cash grant at VND 500.000 per person per month for a period of 12 months if required to relocate and for a period of 12 months if not required to relocate and for a period of 12 months if not required to relocate and for a period of 12 months if rouried to relocate and for a period of 24 months for the households relocating to the extremely difficult area of agricultural index cash grant at VND 500.000 per person per month for a period of 12 months if required to relocate and for a period of 36 months for the households relocating to the extremely difficult area of agriculture.  Job creation and vocational	PAPs not eligible for compensation of affected agricultural land will be entitled to stabilisation allowance, income restoration allowance, and vocational training assistance.  However, the above does not affect the entitlements that vulnerable PAHs are otherwise eligible for under ARP entitlements.

No	Impact	Level Of Impact	Eligible Persons	Entitlements	Implementation Issues
		2111-puice	2 425022	training allowance (see item 9 below)	
				Agricultural extension services  • PAPs compensated by land-for-land shall receive technical and material support to promote their farming production. The type of agricultural extension services provided shall be based on consultations with the respective PAPs.	
9	Job creation and vocational training allowance	Losing agricultural land located outside residential/u rban area	PAPs directly cultivate on affected land	Cash support equivalent to 1.3 - 3 times of the current market value of the agricultural land acquired depending on land position but not excess the quota of agricultural land allocation in locality.	
10	Loss of Income/ livelihood due to relocation of business	Severe impacts on businesses (20% or more of total of income)	PAPs losing business Income	Business stabilization allowance  (i) For registered businesses: - Business with revenue less than VND 10 million per month, cash assistance equivalent to 10% of revenue within 6 months Business with revenue from VND10 million or more per month, cash assistance according to actual income within 6 months, but not less than VND6 million per household Enterprises are stopped producing or business by the Project: Cash assistance based on actual profits within 3 months. Revenue and profits are calculated according to average of the most recent year with confirmation from the tax office.  (ii) For non-registered businesses: Cash assistance equivalent to 50% of monthly revenue for a period of 3 months certified by local taxation if PAP pay taxes and duties. If PAPs not paid taxes and duties, they need collecting the local authority and community's endorsement of revenue.  Business rental assistance Due to early relocation request that affected	Affected business owners may nominate an immediate family member at working-age to participate in vocational training in lieu of themselves.

No	Impact	Level Of Impact	Eligible Persons	Entitlements	Implementation Issues
		_		businesses renting business premises will be entitled to cash assistance following decision of PPC.	
			Employees losing their job in affected businesses	Allowance for employees  (i) Employees with minimum 6 working months through labor contracts employed by registered businesses:  Cash allowance equivalent to 70% of pre-tax wage for the duration of cessation of the affected business or 3 months, which every period is less, according to the confirmation from the tax office.  (ii) Workers did not sign labor contracts with the enterprises or business households but have worked at least 6 months:  Support in cash equivalent to 70% of monthly-paid salary on average of last 6 months, with the endorsement of the local taxation on the employment and wages status if enterprises or business households paid tax.  If no pay tax, enterprises or business households need collecting local authority & community on the employment and wages of such PAPs. Time for support is 3 months.	Local community and PC of ward/commune where the affected business located will certify employment status and wage of affected employees without labor contracts.
				income restoration  (iii) All owners/partners of the affected business (registered or non-registered), if in need, are entitled to participation in:  • any one vocational training course within the province free of charge;  • Income restoration programs sponsored under the project.	
11	Support for affected agricultural land	Affected land is located next to residential land parcel with houses but not classified as residential land	Eligible owner	PAPs whose garden land, pondage which is located on the same land lot having a residential house but not classified as residential land; garden land, pondage on the same land lot having separate house; garden land, pondage on the same land lot having house located along a canal and traffic road;  In addition to the compensation based on agricultural land price of	

No	Impact	Level Of Impact	Eligible Persons	Entitlements	Implementation Issues
12	Support	Affected	Eligible owner	orchard land, are entitled to assistance from 20% to 50% of the value of residential land (at replacement cost), depending on the land position, in the locality of the affected land. The maximum area calculated for this assistance is not larger than 5 times the quota of residential land allocation in the local area.  Assistance from 20% to 50%	
12	affected agricultural land located within or next to residential area or wards	land is located within or next to resident area or wards	Engiole owner	of average price of residential land (at replacement cost), depending on the land position, in the locality of the affected land. The maximum area calculated for this assistance is not larger than 5 times the quota of residential land allocation in the local.	
IV	SPECIAL AS	SSISTANCE			
13	Higher risks of impoverish ment/ hardship due to loss of resource base/ relocation.	Loss of land and non-land assets and relocation.	Affected vulnerable groups regardless of severity of impacts	Special Assistance - Heroic Vietnamese Mothers, Heroes of the People's Armed Forces, Labor Heroes get assistance VND5,000,000 per household; - War invalids, martyrs' families (father, mother, wife, husband, children are martyrs) get assistance VND3,000,000 per household; - Families with people whom contributed to the revolution, revolutionary veterans home, families with retirement state officials and beneficiaries of other regularly social assistance get assistance at VND2,000,000 per person per household In case of a household with many people get the assistance as above, the Project only assist for the person who get the highest level For the particular case, LFDC submit their propose to the PPC for approval  Vocational training and income restoration In addition to other income restoration, entitlements mentioned elsewhere vulnerable and female headed households are entitled to: • One additional vocational training course per household	Several other cases belonging to the vulnerable group need consider to assist, such as landless households, poor households, single women headed households with dependants, the disabled and the other cases are entitled assistances following Vietnam Government Policy.

No	Impact	Level Of Impact	Eligible Persons	Entitlements	Implementation Issues
		impuce	7 673043	member at working-age within the province free of charge;  • Additional income restoration program assistance sponsored under the project.	
14	Progressive Bonus		Relocated households who hand over their affected land to the project on time	The relocated PAPs who hand over their affected land on time shall receive an incentive bonus of VND1 million – 3million million per household	
15	Other assistances			PPC will consider supporting for other cases, such as: Land user without land title and not eligible for legalization, the recovered leased ahead of time. Tenants who be recovered before the expiration.	

Source: JICA Survey Team

#### PART 7 GRIVANCE REDNESS PROCEDURE

PAPs will be able lodge their complaints regarding any aspect of compensation policy, rates, land acquisition, resettlement and entitlements relating to rehabilitation assistance programs. Complaints by PAPs can be lodged verbally or in written form, but if they are lodged verbally, the committee to which it is lodged will write it down during the first meeting with the PAPs. PAPs will be exempted from administrative and legal fees.

A four-stage procedure for redressing grievances is proposed as follows:

Stage 1- Complaints from PAPs regarding any aspect of the resettlement program or losses not previously addressed shall first be lodged verbally or in written form at the PC at the commune level. The complaint can be discussed in an informal meeting with the plaintiff and the chairperson of the PC at commune level. The PC at the commune level will be responsible for resolving the issue within 15 days from the day it is lodged.

Stage 2 - If no understanding or amicable solution can be reached, or if the PAP receives no response from the Commune PC within 15 days of registering the complaint, he/she can appeal to the DPC. The DPC will provide a decision within 15 days of the registering of the appeal.

Stage 3 - If the PAP is not satisfied with the decision of the DPC or its representative, or, in the absence of any response by the DPC, the PAPs can appeal to the PPC. The PPC will provide a decision on the appeal within 15 days from the day it is lodged with the PPC.

Stage 4 - If the PAP is still not satisfied with the decision of the PPC on appeal, or in absence of any response from the PPC within the stipulated time, the PAPs may submit his/her case to the district court.

#### PART 8 INSTITUTIONAL ARRANGEMENTS

## **8.1 Land Acquisition and Resettlement Procedures**

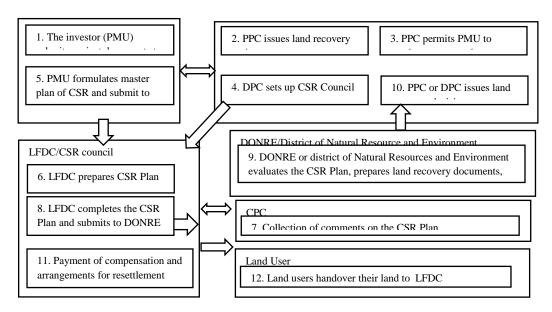
Land acquisition and resettlement procedure are based on the Decree 69/2009/ND-CP, section 4 described as in **Table 18**. Relationship of organization is described as in **Figure 8**.

Table 18 Major procedures of Land Acquisition and Resettlement

Major Procedures		<b>J</b> 1		•
The investor (PMU) submits project documents to PPC  PPC issues land recovery notice  PPC or DPC  Reasons, area and location, etc., information disclosure by local mass media  PPC permits PMU to conduct survey and measurement  PPC CPC shall coordinate with PMU for the survey and measurement  DPC sets up CSR Council  PMU formulates master plan of CSR and submit to PPC for approval  LFDC prepares CSR Plan  LFDC 1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and supports amounts, 5) resettlement arrangement  CPC More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  LFDC, DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  PPC or DPC issues land recovery decision  CSR Council or arrangements for resettlement  CSR Council or arrangements for resettlement  PPC. DPC		Major Procedures	Responsible	Remarks
documents to PPC  PPC issues land recovery notice  PPC or DPC  Reasons, area and location, etc., information disclosure by local mass media  CPC shall coordinate with PMU for the survey and measurement  DPC sets up CSR Council  PMU formulates master plan of CSR and submit to PPC for approval  LFDC prepares CSR Plan  LFDC prepares CSR Plan  CPC More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  LFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  DONRE or district of Natural Resources and Environment evaluates the CSR Plan prepares land recovery decision  PPC or DPC issues land recovery decision  CSR Council or arrangement for resettlement  CSR Council or LFDC  Reasons, area and location, etc., information disclosure by local mass media  CPC shall coordinate with PMU for the survey and measurement  PPC bPC or DPC issues land recovery and measurement  PPC and we submit with PMU for the survey and measurement  FPC shall coordinate with PMU for the survey and measurement  FPC blowing Decree No.197/2004/ND-CP and No.17/2006/DN-CP  In PPC or of households, 4) compensation and arrangement  LFDC DONRE  DONRE or district of Natural Resources and Environment, PPC, DPC  PPC, DPC  PPC, DPC  PPC, DPC			Organization	
documents to PPC  PPC issues land recovery notice  PPC or DPC  Reasons, area and location, etc., information disclosure by local mass media  CPC shall coordinate with PMU for the survey and measurement  DPC sets up CSR Council  PMU formulates master plan of CSR and submit to PPC for approval  LFDC prepares CSR Plan  LFDC prepares CSR Plan  CPC begins in the compensation and submits to DONRE  LFDC completes the CSR Plan and submits to DONRE  DONNE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  PPC or DPC issues land recovery decision  PPC or DPC issues land recovery decision and arrangements for resettlement  CSR Council or LFDC  PPC or DPC issues land recovery decision  CSR Council or LFDC  PPC or DPC issues land recovery decision  CSR Council or LFDC  PPC or DPC issues land recovery decision  CSR Council or LFDC  PPC or DPC issues land recovery decision  CSR Council or LFDC  PPC or DPC issues land resettlement  CPC issues land recovery lection of compensation and arrangements for resettlement  CPC issues land recovery lection of compensation and arrangements for resettlement  CPC issues land recovery lection of compensation and arrangements for resettlement  CPC issues land recovery lection of compensation and arrangements for resettlement  CPC or DPC issues land recovery lection or list coordinate with PMU for the survey and measurement and location, etc., information disclosure by local mass media  CPC shall coordinate with PMU for the survey and measurement  PPC bPC or DPC issues and location, etc., information disclosure by local mass media  CPC ball coordinate with PMU for the survey and measurement  CPC ball coordinate with PMU for the survey and measurement  PPC ball coordinate with PMU for the survey and measurement  CPC ball coordinate with PMU for the survey and measurement  LFDC ball coordinate with PMU for the survey and measurement  CPC ball coordinate with PMU for the survey and measurement  CPC ball coordinate with P	1	The investor (PMU) submits project	PMU, PPC	-
disclosure by local mass media  PPC permits PMU to conduct survey and measurement  DPC sets up CSR Council  PMU formulates master plan of CSR and submit to PPC for approval  LFDC prepares CSR Plan  Collection of comments on the CSR Plan submits to DONRE  LFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  PPC or DPC issues land recovery decision  disclosure by local mass media  CPC shall coordinate with PMU for the survey and measurement  PPC   CPC shall coordinate with PMU for the survey and measurement  PPC   PMU   Following Decree No.197/2004/ND-CP and No.17/2006/DN-CP  1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and the areas where to be recovered land and replacement  PPC   More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  LFDC, DONRE   CPC   Completes the CSR Plan, prepares land recovery documents, and submits to PPC   PPC, DPC   Completes the CSR Plan, prepares land recovery documents, and submits to PPC   PPC, DPC   Completes the CSR Plan, prepares land recovery document, PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan   PPC   PPC   PPC   PPC   P	1		,	
disclosure by local mass media  PPC permits PMU to conduct survey and measurement  DPC sets up CSR Council  PMU formulates master plan of CSR and submit to PPC for approval  LFDC prepares CSR Plan  Collection of comments on the CSR Plan submits to DONRE  LFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  PPC or DPC issues land recovery decision  disclosure by local mass media  CPC shall coordinate with PMU for the survey and measurement  PPC   CPC shall coordinate with PMU for the survey and measurement  PPC   PMU   Following Decree No.197/2004/ND-CP and No.17/2006/DN-CP  1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and the areas where to be recovered land and replacement  PPC   More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  LFDC, DONRE   CPC   Completes the CSR Plan, prepares land recovery documents, and submits to PPC   PPC, DPC   Completes the CSR Plan, prepares land recovery documents, and submits to PPC   PPC, DPC   Completes the CSR Plan, prepares land recovery document, PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery decision   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan, prepares land recovery   PPC, DPC   Completes the CSR Plan   PPC   PPC   PPC   PPC   P	2	PPC issues land recovery notice	PPC or DPC	Reasons, area and location, etc., information
PPC permits PMU to conduct survey and measurement   PPC   CPC shall coordinate with PMU for the survey and measurement	2	,		
measurement  DPC sets up CSR Council  PMU formulates master plan of CSR and submit to PPC for approval  LFDC prepares CSR Plan  Collection of comments on the CSR Plan  LFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery decision  DONRE or district of Natural Resources and Environment, PPC, DPC  DPC or DPC issues land recovery decision  measurement  PMU Following Decree No.197/2004/ND-CP and No.17/2006/DN-CP  PMU Following Decree No.197/2004/ND-CP and No.17/2006/DN-CP  No.17/2006/DN-CP  1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and the areas where to be recovered land and replacement  CPC More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  - DONRE  DONRE or district of Natural Resources and Environment, PPC, DPC  decision  DONRE or district of Natural Resources and Environment, PPC, DPC  PPC or DPC issues land recovery decision  CSR Council or - LFDC	2	PPC permits PMU to conduct survey and	PPC	
PMU formulates master plan of CSR and submit to PPC for approval  LFDC prepares CSR Plan  LFDC prepares CSR Plan  COllection of comments on the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan prepares land recovery documents, and submits to PPC  DORE or DPC issues land recovery decision  PMU Following Decree No.197/2004/ND-CP and No.17/2006/DN-CP  1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and supports amounts, 5) resettlement arrangement  CPC More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  LFDC, DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  PPC, DPC  PPC, DPC  PPC, DPC  PPC, DPC	3	-		-
submit to PPC for approval  LFDC prepares CSR Plan  LFDC prepares CSR Plan  LFDC 1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and supports amounts, 5) resettlement arrangement  COllection of comments on the CSR Plan  CPC More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  LFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  DONRE or DPC issues land recovery decision  PPC or DPC issues land recovery decision  CSR Council or arrangements for resettlement  CFDC 1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and and properties, no. of households, 4) compensation and arrangements for resettlement  LFDC	4	DPC sets up CSR Council	DPC or LFDC	-
submit to PPC for approval  LFDC prepares CSR Plan  LFDC prepares CSR Plan  LFDC 1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and supports amounts, 5) resettlement arrangement  COllection of comments on the CSR Plan  EFDC ompletes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  DOPC pPC or DPC issues land recovery decision  PPC, DPC pPC pPC pPC arrangements for resettlement  CFDC 1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and arrangements for resettlement  LFDC 1) Names and address of land users, 2) area, type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and atrangements for resettlement  LFDC 2  Nor than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  PDONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  PPC, DPC PPC, DPC	5	PMU formulates master plan of CSR and	PMU	Following Decree No.197/2004/ND-CP and
type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and supports amounts, 5) resettlement arrangement  Collection of comments on the CSR Plan  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  LFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  DOPC or DPC issues land recovery decision  PPC, DPC  PPC, DPC  PPC, DPC	)			
type, location of the land, assets loss, 3) land and house prices, no. of households, 4) compensation and supports amounts, 5) resettlement arrangement  Collection of comments on the CSR Plan  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  LFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  DOPC or DPC issues land recovery decision  PPC, DPC  PPC, DPC  PPC, DPC	6	LFDC prepares CSR Plan	LFDC	1) Names and address of land users, 2) area,
and supports amounts, 5) resettlement arrangement  Collection of comments on the CSR Plan  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  EFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  Resources and Environment, PPC, DPC  PPC or DPC issues land recovery decision  PPC, DPC  PPC, DPC  PPC, DPC				
Collection of comments on the CSR Plan   CPC   More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement				house prices, no. of households, 4) compensation
Collection of comments on the CSR Plan  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  LFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  PPC or DPC issues land recovery decision  Payment of compensation and arrangements for resettlement  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  -  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  -  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  -  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  -  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  -  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  -  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  -  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  -  CPC  More than 20 days, posted up at CPC office and the areas where to be recovered land and replacement  -  CPC  More than 20 days, posted up at CPC of Security and the areas where to be recovered land and replacement  -  CPC  CPC  -  CPC  PPC, DPC  -  CSR Council or  LFDC				and supports amounts, 5) resettlement
the areas where to be recovered land and replacement  LFDC completes the CSR Plan and submits to DONRE  DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  PPC or DPC issues land recovery decision  Payment of compensation and arrangements for resettlement  the areas where to be recovered land and replacement  the areas where to be recovered land and replacement  The areas where to be recovered land and replacement  The areas where to be recovered land and replacement  FPC, DONRE  ONRE or district of Natural Resources and Environment, PPC, DPC  PPC, DPC  - CSR Council or LFDC				arrangement
the areas where to be recovered land and replacement  8 LFDC completes the CSR Plan and submits to DONRE  9 DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  10 PPC or DPC issues land recovery decision  11 Payment of compensation and arrangements for resettlement  12 LFDC, DONRE or district of Natural Resources and Environment, PPC, DPC  14 Payment of compensation and arrangements for resettlement  15 LFDC the areas where to be recovered land and replacement  16 LFDC, DONRE or district of Natural Resources and Environment, PPC, DPC  16 PPC or DPC issues land recovery decision  17 Payment of compensation and arrangements for resettlement	7	Collection of comments on the CSR Plan	CPC	More than 20 days, posted up at CPC office and
8 LFDC completes the CSR Plan and submits to DONRE  9 DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  10 PPC or DPC issues land recovery decision  11 Payment of compensation and arrangements for resettlement  LFDC, DONRE  - district of Natural Resources and Environment, PPC, DPC  - decision  - CSR Council or LFDC				
submits to DONRE  9 DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  10 PPC or DPC issues land recovery decision  11 Payment of compensation and arrangements for resettlement  DONRE or district of district of Natural Resources and Environment, PPC, DPC  PPC, DPC  - CSR Council or LFDC				replacement
9 DONRE or district of Natural Resources and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  10 PPC or DPC issues land recovery decision  11 Payment of compensation and arrangements for resettlement  DONRE or district of hattrict of district of Natural Resources and Environment, PPC, DPC  PPC, DPC  - CSR Council or LFDC	8	LFDC completes the CSR Plan and	LFDC, DONRE	-
and Environment evaluates the CSR Plan, prepares land recovery documents, and submits to PPC  10 PPC or DPC issues land recovery decision  11 Payment of compensation and arrangements for resettlement  Adistrict of Natural Resources and Environment, PPC, DPC  PPC, DPC  - CSR Council or LFDC		submits to DONRE		
prepares land recovery documents, and submits to PPC  PPC or DPC issues land recovery decision  Payment of compensation and arrangements for resettlement  Natural Resources and Environment, PPC, DPC  PPC, DPC  - CSR Council or LFDC	9	DONRE or district of Natural Resources	DONRE or	-
submits to PPC  Resources and Environment, PPC, DPC  PPC, DPC  PPC, DPC  PPC, DPC  - decision  CSR Council or arrangements for resettlement  LFDC		and Environment evaluates the CSR Plan,	district of	
submits to PPC  Resources and Environment, PPC, DPC  PPC, DPC  PPC, DPC  PPC, DPC  - decision  CSR Council or arrangements for resettlement  LFDC		prepares land recovery documents, and	Natural	
PPC, DPC  10 PPC or DPC issues land recovery decision  11 Payment of compensation and arrangements for resettlement  PPC, DPC  - CSR Council or LFDC			Resources and	
PPC or DPC issues land recovery decision  Payment of compensation and arrangements for resettlement  PPC, DPC  CSR Council or LFDC			Environment,	
decision  Payment of compensation and arrangements for resettlement  CSR Council or - LFDC			PPC, DPC	
Payment of compensation and arrangements for resettlement CSR Council or LFDC	10	PPC or DPC issues land recovery	PPC, DPC	-
arrangements for resettlement LFDC		decision		
	11		CSR Council or	-
12 Land users handover their land to LFDC Land Users Within 20 days after receiving compensation		arrangements for resettlement	LFDC	
	12	Land users handover their land to LFDC	Land Users	Within 20 days after receiving compensation

Source: Decree 69/2009/ND-CP, Section 4, JICA Survey Team

Note: <u>PC</u>-People's Committee, <u>PPC</u>-Provincial PC, <u>DPC</u>-District PC, <u>CPC</u>-Commune PC, <u>CSR</u>-Compensation, Support and Resettlement, <u>LFDC</u>-Land Fund Development Center, <u>DONRE</u>- Department of Natural Resources and Environment, <u>PMU</u>- Project Management Unit



Source: JICA Survey Team

Figure 8 Relationship of organization

#### **8.2 Institutional Arrangements**

The implementation of resettlement activities requires the involvement of agencies at the national, provincial, district and commune level. The provisions and policies of the ARP will form the legal basis for the implementation of resettlement activities during the Project. The Project Management Unit (PMU) can agree with the PAPs on their compensation payment options for losses, following the provisions in the ARP.

The following is a general overview of key responsibilities with respect to land acquisition and resettlement at/for each level/unit involved in Project implementation.

## 1) Binh Duong Water Supply and Sewerage – Environment Co.LTD (BIWASE)

BIWASE is responsible as the Executing Agency (EA) for overall coordination and direction of the Project, including the implementation of the ARP. The BIWASE is responsible for preparing the ARP for the Project. The latter includes decisions relating to compensation rates and rehabilitation assistance measures for PAPs. The BIWASE is also responsible for providing the budget for resettlement compensation. BIWASE is responsible for implementation of the Project as the Investor. After detailed engineering designs have been completed, the number of PAPs will be revised, and compensation unit rates and allowances will be updated for all categories of lost assets, based on replacement cost surveys carried out during project implementation. Following approval by JICA of the updated ARP, the BIWASE will be responsible for directing and supervising ARP implementation. This will include ensuring speedy resolution of any grievances voiced by PAPs or town/district authorities. Based on local requirements for implementing resettlement, in each project implementation stages, the BIWASE will delegate responsibilities for resettlement implementation to agencies at the appropriate level, in accordance with Decree No. 197/2004/ND-CP and Decree 69/2009/ND-CP.

#### 2) The Project Management Unit (PMU)

The BIWASE will set up PMU for daily project implementation. The PMU will include technical, institutional, social and resettlement, administrative management, and representatives of accounting divisions. Key responsibilities of the PMU will include, but not be limited to, the following:

- (i) Updating the ARP at the time of project implementation, when the detailed design is available, and then submitting the updated ARP to JICA for approval.
- (ii) Coordinating civil works with land acquisition and resettlement activities;
- (iii) Instigating information campaigns, in accordance with established Project guidelines. This includes preparation and distribution of the public information booklet, and stakeholder consultation with the PAPs. It includes having primary responsibility for letters, forms and other relevant documents, although the preparation of these may be delegated as required;
- (iv) Developing the mechanisms through which resettlement disbursements and compensation payments for PAPs will be made, and preparing any associated documents that may be required;
- (v) Coordinating with other departments for the effective implementation of the ARP, as approved for the project, and in compliance with the JICA resettlement principles and objectives. This will include ensuring that rehabilitation measures and supporting activities are properly implemented;
- (vi) Ensuring a timely resettlement budget flow for the delivery of compensation payments and the rehabilitation of PAPs, and providing the compensation payments to the PAPs, and
- (vii) Implementing project accounting and auditing with respect to resettlement implementation, and preparing and submitting regular progress reports to the BIWASE and PPC on the civil works and status of ARP activities.

### 3) Ben Cat District People's Committee (DPC)

The Ben Cat District People's Committees will be responsible for identification of land and trees loss and assigning functional tasks for the various agencies. The District People's Committee (DPC) will be responsible for the DMS in collaboration with town/commune People's Committees.

#### 4) Land Fund Development Center (LFDC)

Land Fund Development Center responsible for conducting the loss survey of land and assets, consultation with affected communities and organizations, making compensation plans, submits to the DONRE for approval and pay compensation, and site clearance for the Project.

#### 5) Commune People's Committees (CPC)

Commune People's Committees will be responsible for the following:

- (i) Assigning concerned ward/commune officials/professionals to carry out all resettlement activities in its ward/commune;
- (ii) Assisting other bodies/agencies, including the PMU, in the dissemination of project information and facilitating public meetings and consultation with PAPs;
- (iii) Assisting other agencies, including the PMU, in census surveys, a replacement cost survey, DMS and other resettlement related activities;
- (iv) Checking and confirming the legal status of affected land, houses, structures and other assets/losses of organizations; and
- (v) Ensuring the PAPs grievances redress mechanisms are appropriate and properly put in place, documenting PAPs grievances and maintaining records of PAPs grievances, and assisting and advising PAPs with respect to the speedy redress of grievances.

## 8.3 Institutional Capacity

If necessary, specific training courses on resettlement will be required for an agency involved.

# PART 9 IMPLEMENTATION SCHEDULE

The implementation schedule is as follows:

#### (i) Updating Compensation Rates.

During the preparation of CSRP process, the PMU will update unit rates at replacement cost for all categories of loss. This will be done in consultation with PAPs and local government agencies.

#### (ii) Detailed Measurement and Census Survey.

These surveys will serve as a basis for compensation and updating ARP. Data will be computerized by the PMU.

#### (iii) Pricing Application and Compensation to PAPs.

DPC will be responsible for price application (calculating payments on the basis of the market survey) and preparing compensation charts for each affected commune/district. Unit prices, quantity of affected assets, PAPs' entitlements, etc. will be subject to verification by the PMU and PPC before being posted in each commune for people to review and comment on. All compensation forms must be checked and signed by the APs to indicate their agreement.

(iv) Compensation will be handled under the supervision of representatives of Commune/Town People's Committee, DPC and representatives of PAPs.

PMU shall ensure that civil works contractors are not issued a notice of possession of site for construction works until PMU has (i) satisfactorily completed, in accordance with the approved ARP, compensation payments and relocation to new sites; and (ii) ensured that required rehabilitation assistance is in place and the area required for civil works is free of all encumbrances.

The compensation has been paid to the affected households part by part since December, 2012. And it is expected to complete the compensation payment and the site clearance in Mar, 2014. The PMU will not allow construction activities in specific sites until all resettlement activities have been

satisfactorily completed, agreed rehabilitation assistance is in place, and that the site is free of all encumbrances.

Land acquisition is implemented. Schedule of land acquisition and resettlement is **Table 19**;

Table 19 Schedule of Land Acquisition and Resettlement

Table 19 Benedule of Land Requisition and Resettlement										_										
Year						20	13									2014				
Month	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6		
Raw Water Intake Facilities																				
Raw Water Transmission Pipeline																				Plan
Regulating Reservoir																	▮			Completed
North Binh Duong Water Treatment Plant																				

Source: JICA Survey Team

#### PART10 COST ESTIMATE AND BUDGET

#### 10.1 Flow of Funds

Funds for compensation and implementation of the plan will be from PMU and PPC. PMU will be responsible for channeling funds for the compensation for land acquisition and resettlement to the Binh Duong PPC (or Binh DuongLFDC) that will be responsible for making payments directly to displaced persons.

#### 10.2 Adjustment for Inflation

The rates for compensation and cash entitlements for rehabilitation as well as allowances payable to displaced persons will be adjusted annually, based on the current annual inflation rate. PPC will determine the annual inflation rates and all cash entitlements.

#### **10.3 Compensation Prices**

#### 10.3.1 Prices for land

Unit Prices for land compensation, assistance and resettlement are based on the Decisions below:

- Decision 87/2009/QD-UBND dated 21/12/ 2009 on compensation, assistance and resettlement policies when the State acquire land in Binh Duong Province.
- Decision 66/2011/QD-UBND dated 20/12/2011 of Binh Duong PPC on Unit Price of Land in 2012;
- Decision 67/2011/QD-UBND dated 20/12/2011 of Binh Duong PPC on adjust of Unit Price in 2012 in Binh Duong Province.

Land unit price of each project area is specified in the **Annex E** of this ARP. These rates have been found acceptable by the owners.

#### 10.3.2 Prices for trees and crops

Decision No.58/2011/QĐ-UBND dated 19/12/2011, of Binh Duong PPC stipulates compensation rates for trees and crops. These prices apply in all of Binh Duong province.

#### 10.3.3 Allowances

Based on Decision No. 31/2009/QĐ-UBND, a cash allowance of 3 times the compensation rate for agriculture land is required. This allowance applies only to cultivated land. This allowance intends to cover the eventual cost of training in case the land owner has to change of career.

#### **10.4 Cost estimates**

**Table 20** presents the cost estimates for ARP at December 2012. This amount covers administration and implementation activities. A contingency of 10% has been added.

**Table 20 Implementation Costs of ARP** 

No	CONTENT	COST(VND)
1	A. Compensation, support costs	354,594,175,000
2	B. Cost of implementation of compensation	12,377,775,000
3	C. Cost of project management	6,690,322,000
3.1	Cost of project appraisal	75,500,000
3.2	Cost of project preparation	1,652,243,000
3.3	Cost of appraisal, approval of finalization : A x 0.1%	452,388,000
3.4	Cost of audit : A x 0.15%	678,583,000
3.5	Other related costs:	3,831,108,000
4	D. Contingency of Spiraling price : A x 10% (10% per year x 1 year)	35,459,418,000
5	E. Contingency of unexpected occurred quantity: A x 10%	35,459,418,000
	Total cost of implementation(A+B++E)	444,581,108,000

Source: CSRP

#### PART11 MONITORING AND EVALUATION

#### 11.1 Monitoring

Monitoring is the continuous process of assessing project implementation in relation to agreed schedules, the use of inputs, and the provision of infrastructure and services by the Project. Monitoring provides all stakeholders with continuous feedback on implementation. It identifies actual or potential successes. It also identifies problems as early as possible to facilitate timely correction during project operation. Monitoring has two purposes:

- (i) to verify that project activities have been effectively completed including quantity, quality, and timeliness, and
- (ii) to assess whether and how well these activities are achieving the stated goal and purpose of the Project.

Regular monitoring of the ARP implementation will be conducted by the PMU.

### 11.2 Monitoring Report

Monitoring of the implementation of the ARP will be the responsibility of the PMU. The implementing agencies will oversee the progress in resettlement preparation and implementation through regular progress reports.

The main indicators that will be monitored regularly are:

- (i) payment of compensation to PAPs in various categories, according to the compensation policy described in the ARP;
- (ii) public information dissemination and consultation procedures;
- (iii) adherence to grievance procedures and outstanding issues requiring management's attention; and
- (iv) coordination and completion of resettlement activities in context of the awarding of civil works contracts.

PMU will submit a quarterly monitoring report to the PPC on the progress of the implementation of the ARP. The internal monitoring reports shall include the following topics:

- (i) the number of PAPs, by category of impact per component, and the status of compensation payment and relocation and income restoration for each category;
- (ii) the amount of funds allocated for operations or for compensation, and the amount of funds disbursed for each;
- (iii) the eventual outcome of complaints and grievances and any outstanding issues requiring action by management;
- (iv) implementation problems, and
- (v) revised actual resettlement implementation schedules.

# PART 12 PUBLIC PARTICIPATION, CONSULTATION, AND GRIEVANCE MECHANISMS

#### 12.1 Objectives of Public Information and Consultation

Information dissemination to PAPs and involved agencies is an important part of sub-project preparation and implementation. Consultation with PAPs and ensuring their active participation will reduce the potential for conflicts and minimize the risk of project delays. The objectives of the public information and consultation program are as follows:

- (i) to ensure that both local authorities and representatives of PAPs, are included in the planning and decision-making processes. The PMU will work closely with the PPC, the DPC and the Commune PC during project implementation.
- (ii) to fully share information about the proposed project components and activities with the PAPs;
- (iii) to obtain information about the needs and priorities of the PAPs, as well as information about their reactions to proposed policies and activities;
- (iv) to ensure that PAPs are able to make fully informed decisions that will directly affect their incomes and living standards, and that they will have the opportunity to participate in activities and decision-making about issues that will directly affect them;
- (v) to obtain the co-operation and participation of the PAPs and communities in activities necessary for resettlement planning and implementation, and
- (vi) to ensure transparency in all activities related to land acquisition, resettlement, and rehabilitation.
- (vii) to ensure that basically all PAPs should be informed in advance of public consultation and all or parts of PAPs should be accepted to the consultation meetings.

#### 12.2 Consultation during Project Preparation

A consultation with local authorities and affected persons were organized from 08/03/2011. The consultation meetings will be continuously organized after that. In these meetings, local authorities and administrative leaders at all levels and potential affected people are informed about the proposed project and its objectives and various components. They are thoroughly consulted and actively participated in discussions about their demands for development and their priorities, as well as their awareness of the Project's objectives. PAPs are consulted about impacts and applicable measures to minimize negative impacts and improve the benefits for local residents. Local authorities are also consulted about their agreement with and commitment to implementing the Project's resettlement policies. Summary of consultation results is attached in the annex of the ARP.

In the meantime, the PMU combined with LFDC also conducted community consultations (meeting with the affected communities) to disseminate information includes characteristics of the project, scope of land acquisition, policy on resettlement (essentially concept of replacement costs), schedule of work, grievances mechanism as well as collect information about demographic status, sources of income, expectations for compensation prices, etc. After the Project is officially approved, project information including the project objectives and components and policy, were published via the national and local presses and televisions as well as the PPC's papers to disseminate to the project areas.

In general, 100% people and other stakeholder agreed to implement the Project.

#### 12.2.1 Information Dissemination and Consultation

During project implementation, the PMUs will undertake the following:

- (i) Disseminate information to and consult with PAPs throughout the life of the Project.
- (ii) Update the provincial unit prices, and confirms the land acquisition requirements and impact on properties through a DMS, carried out in consultation with PAPs.

The DPC will then apply prices, calculate compensation entitlements, and complete the Compensation Forms for each affected household. Information on entitlements will then be presented on an individual basis to PAPs in a DMS follow-up visit to each household.

The Compensation Form, showing a household's affected assets and compensation entitlements, will then need to be signed by the PAPs to indicate their agreement with the assessment. Any complaints the PAPs have about the contents of the form will be recorded at the time.

#### 12.2.2 Public Meetings

During ARP preparation process for the Project, the LFDC have been conducted community meetings in affected wards/communes to provide additional information for PAPs and create opportunities for them to participate in open discussions about resettlement policies and procedures. The ward or commune PCs or resettlement consulting groups held meetings to consider and resolve issues related to compensation policies, household land use status, and land use origins. There are 06 community meetings were organized, summaries on community meetings are showed in the **Table 21**.

The affected communes were consulted about following issues:

- a. Representative of each affected household should participate in the measurement and inventory of their assets, and sign in minute of inventory.
- b. Affected households receive the detailed calculation list of compensation, assistance for livelihood and production stablelization for review and check the information.
- c. Any complaint of the PAPs on the compensation plan will be collected and considered carefully based on the real situation, include the issues related to the compensation price.

- d. After that, the city RC will calculate compensation based on the determined prices and complete the compensation plan for affected assets. The PMU together with the city RC will present information on entitlements for PAPs in the next consultation.
- e. Next, the compensation plan shall clearly state affected assets and the compensation to which PAPs are entitled, and this shall be signed by the PAPs to show their agreement with the evaluation results. Any questions of PAPs on the contents of the plan shall be noted at this time.
- f. Sending PAPs letters and/or questions related to the ARPs to inform them about the plans and clearly explain the consequences of each plan.
- g. Each household has the right to reflect, raise their questions related to resettlement such as prices, installment payments and procedures for documenting ownership in the new place, etc. Their questions will be resolved satisfactorily and timely.
- h. Requesting PAPs confirm their choice of resettlement areas and the location of the resettlement areas. It is necessary to introduce to the PAPs about the resettlement areas.
- i. Requesting PAPs to state services clearly they are currently using such as education, health care, and markets, and the distance they travel for these services.
- j. Consultation with affected people about their desire to the support and recovery plan. This section applies for severely affected and vulnerable PAPs. The RC will inform PAPs about the plan and their entitlement to technical assistance before requesting them to present their desires for restoration assistance clearly.

**Table 21 Community Meeting Consultations** 

Project communes	Time	Location	Number of Meeting	Total of Participants	In which, female
Tru Van Tho	15/3/2011	PPC's Office	1	53	24
Tan Hung	12/3/2011	PPC's Office	1	53	26
Lai Uyen	11/3/2011	PPC's Office	1	74	34
Chanh Phu Hoa	9&26/3/2011	PPC's Office	2	119	60
Lai Hung		PPC's Office	1 (Institute of Gum Tree Research)	2	
			6	301	144

Source: JICA Survey Team

## 12.2.3 Information Disclosure

Beside the public consultation for the PAPs and the communities in the project area, , the ARP will be available at the PMU office (address: BIWASE, No.11 Ngô Văn Trị, Phu Loi Ward, Thu Dau Mot Town, Binh Duong Province), Ben Cat district PC, Project Commune PC's Offices (Trừ Văn Thố, Tân Uyên, Tân Hưng, Lai Hưng, Lai Uyên, Chánh Phú Hòa).

The main content is designed as a brochure to provide information for each affected household. The mass media, directly is the ward and village's radio system, disseminate the information of the project's policies.

# **Annex A Minutes of Public Meetings and Consultations**

**Summary of Community Consultation Meetings** 

Summary of Community	Consultation Meetings	T		
Date, Venue	Main Issues	Responses of representatives		
& Participants	raised by PAPs	of relevant agencies		
Mar 8 <sup>th</sup> , 2011	Mr.Huynh Huu Hien	- Agreed with opinion of		
Lai Hung Commune's PC, Ben Cat District, Binh Duong Province	- PAPs agreed with the land acquisition plan	the representatives of Institute of Rubber Research Lai Khe		
Number of Participants: 7	of the State;	Research Ear Ric		
Representatives of Lai Hung Commune's PC, Ben Cat District LFDC, representatives of BIWASE and 02 representatives from Institute of Rubber Research Lai Khe.	- Requiring to conduct detailed measurement survey to report to the management level			
Consultation contents:	management to ver			
- Information dissemination of the Project (leaflets, brief introduction of the Project such as benefits of the Project, planning sites, land acquisition area, affected households in Lai Hung commune).				
- Introduced policies on compensation, assistance and resettlement for the Project affected Persons (PAPs);				
- Plan on compensation and land clearance plan				
- Grievance redness mechanism.				
Mar 9 <sup>th</sup> , 2011	- PAPs mainly concern	- Representative of Ben		
Chanh Phu Hoa Commune's PC, Ben Cat District, Binh Duong Province	about compensation prices, specific time for compensation,	Cat District LFDC explained on compensation price of		
Number of Participants: 102	time for relocation,	each position, each area		
Representatives of Chanh Phu Hoa Commune's PC, Ben Cat District LFDC, representatives of BIWASE and 89 PAPs.	resettlement sites.	and coefficient K of land price.		
Consultation contents:	- PAPs concern about	- Mr.Nguyen Van De,		
- Information dissemination of the Project (leaflets, brief introduction of the Project such as benefits of the Project, planning sites, land acquisition area, affected households in Chanh Phu Hoa commune).	compensation policy for mostly affected housing	vice director of LFDC explained about compensation policy for affected housing		
- Introduced policies on compensation, assistance and resettlement for the PAPs;	- PAPs concern about compensation policy for affected rubber	- Mr.Nguyen Van De, vice director of LFDC explained about		
<ul><li>- Plan on compensation and land clearance plan</li><li>- Grievance redness mechanism.</li></ul>	trees	compensation policy for affected trees		

Date, Venue & Participants	Main Issues raised by PAPs	Responses of representatives of relevant agencies
Mar 11 <sup>th</sup> , 2011  Lai Uyen Commune's PC, Ben Cat District, Binh Duong Province.  Number of Participants: 86	- PAPs agreed with the land acquisition plan of the State;	- Mr.Nguyen Van De, vice director of LFDC explained about compensation policy for affected trees
Representatives of Lai Uyen Commune's PC, Ben Cat District LFDC, representatives of BIWASE and 74 PAPs.  Consultation contents:  - Information dissemination of the Project (leaflets, brief introduction of the Project such as benefits of the Project, planning sites, land acquisition area, affected households in Lai Uyen commune).  - Introduced policies on compensation, assistance and resettlement for the PAPs;  - Plan on compensation and land clearance plan  - Grievance redness mechanism.	- PAPs concern about the compensation and assistance policies	- Mr.Nguyen Van De, vice director of LFDC explained about compensation policy for affected trees
Mar 12 <sup>th</sup> , 2011  Tan Hung Commune's PC, Ben Cat District, Binh Duong Province.  Number of Participants: 63  Representatives of Tan Hung Commune's PC, Ben Cat District LFDC, representatives of BIWASE and 53 PAPs.  Consultation content:  - Information dissemination of the Project (leaflets, brief introduction of the Project such as benefits of the Project, planning sites, land acquisition area, affected households in Tan Hung commune).  - Introduced policies on compensation, assistance and resettlement for the PAPs;  - Plan on compensation and land clearance plan  - Grievance redness mechanism.	<ul> <li>PAPs agreed with the land acquisition plan of the State;</li> <li>Requiring to conduct detailed measurement survey soon to stabilize PAPs' life and production</li> </ul>	- Will conduct detailed measurement survey as soon as possible

FINAL REPORT

D		Responses of
Date, Venue	Main Issues	representatives
& Participants	raised by PAPs	of relevant agencies
Mar 15 <sup>th</sup> , 2011	- PAPs agreed with the	- Will conduct detailed
Tru Van Tho Commune's PC, Ben Cat District, Binh Duong Province	land acquisition plan of the State;	measurement survey as soon as possible
Number of Participants: 62	- Requiring to conduct detailed measurement	
Representatives of Tru Van Tho Commune's PC, Ben Cat District LFDC, representatives of BIWASE and 53 PAPs.	survey soon	
Consultation contents:		
- Information dissemination of the Project (leaflets, brief introduction of the Project such as benefits of the Project, planning sites, land acquisition area, affected households in Tru Van Tho commune.		
- Introduced policies on compensation, assistance and resettlement for the PAPs;		
- Plan on compensation and land clearance plan		
- Grievance redness mechanism.		
Mar 26 <sup>th</sup> , 2011	Mr.Le Quoc Cuong:	- Compensation plan is
Chanh Phu Hoa Commune's PC, Ben Cat District, Binh Duong Province	- PAPs concern about the compensation and	detailed in the master plan on the compensation,
Number of Participants: 40	assistance policies	assistance and resettlement for the
Representatives of Chanh Phu Hoa Commune's PC, Ben Cat District LFDC, representatives of BIWASE and 30 PAPs.	- The land owners should join during conducting loss inventory	project which sent to the PAPs;
Consultation contents:		- Agreed that the land
- Information dissemination of the Project (leaflets, brief introduction of the Project such as benefits of the Project, planning sites, land acquisition area, affected		owners should join during conducting loss inventory
households in Chanh Phu Hoa commune).	Mr.Le Minh Sang:	- Land position and unit
- Introduced policies on compensation, assistance and resettlement for the PAPs;	PAPs concern about compensation policy for	price is detailed in the master plan on the
- Plan on compensation and land clearance plan - Grievance redness mechanism.	affected rubber trees, should be based on annual unit price	compensation, assistance and resettlement for the project which sent to the

# THE PREPARATORY SURVEY ON WATER SUPPLY PROJECT IN NEW CITY AND INDUSTRIAL PARKS IN NORTHERN PART OF BINH DUONG PROVINCE IN THE SOCIALIST REPUBLIC OF VIETNAM

T BINII DUUNG I KOVINCE IN THE SOCIALIST KEI UBLIC OF VIETNAM	
	FINAL REPORT

Date, Venue & Participants	Main Issues raised by PAPs	Responses of representatives of relevant agencies
	Mr.Le Van Luong:  - Want to know about land position and unit price before conduct loss inventory	PAPs

# **Annex B Monitoring Form**

# Preparation of Resettlement Site (where necessary)

No.	Explanation of site Status		Deatails	Expected Date of
	(e.g. Area, No of	(Completed(date)/not	(Site Selection, identification of	Completion
	resettlement HH,etc)	compleated)	candidate site, discussion with PAPs,	
			Development of the Site, etc)	
1				
2				

# **Public Consultation**

No.	Date	Place	Contents of the consultation/ main comments and answer
1			
2			

# Resettlement Activity

Resettlement Activity									
			Progress in Quantity			Progres	s in %		
Resettlement Activity	Plan ned/ total Unit	Unit	During the Quarter	Till the Last Quar ter	Up to the Quar ter	Till the Last Quarter	Up to the Quart er	Expected Date of Completion	Responsibl e Organizati on
Preparation of RAP									
Employment of Consultants		Man-mon th							
Implementation of Census Survey									
Approval RAP			Date of A	pproval;					
Finalized PAPs List		No.of PAP s							
(i)Progress of Compensation Payment									
Lot 1		No.of HH							
Lot 2		No.of HH							
Progress of Land Acquisition									
Lot 1		ha							
Lot 2		ha							
Progress of Assets Replacement									
Lot 1		No.of HH							
Lot 2		No.of HH							
Progress of Relocation People									
Lot 1		No.of HH							
Lot 2		No.of HH							
(ii) Progress of Information dissemination and public Meeting									
Lot 1									

# THE PREPARATORY SURVEY ON WATER SUPPLY PROJECT IN NEW CITY AND INDUSTRIAL PARKS IN NORTHERN PART OF BINH DUONG PROVINCE IN THE SOCIALIST REPUBLIC OF VIETNAM

FINAL REPORT

Lot 2					
(iii) Grievance Redness					
Member of Grievance Redness	Nos				
Receiving complain					
Disposing off complain					
Assist HH in replacement					
(iv) adjust a schedule with construction					
Lot 1					
Lot 2					

# **Annex C Template for Socio-Economic Survey**

# SOCIO – ECONOMIC QUESTIONNAIRES OF AFFECTED HOUSEHOLDS

			~ ·		
			Code:		
Project Name: Component:					
Commune/Ward:			•••••	•••••	
Name of Investigator:	•••••				
Date of survey:/	./				
I. GENERAL OF INTERV C1. Full Name of Interview C2. Occupation (look at Co	vee:				
1.Farmers;	6.Solders, Se	ecurity;	11. Unei	mployment;	
2.Wokers;	7. Unstable l	7. Unstable Employment;		sekeeper;	
3.State Officials;	8. Students/	Pupil;	13. Disa	bled Persons;	
4.Retires;	9. Handicraf	t;;	14. Oth	ers	
5.Businessmen;	10. Under So	chool Age;			
C3a. Gender: 1. Male	,	2. Female			
C3b. Year of Birth:	••••				
C3c. Education  0. Illteracy		3. High School	ol		
1. Primary	1. Primary		4. College/University		
2. Secondary	condary		5. Post Graduate		
C4. Group:	•••••				
C5. Vulnerable Household	: 1. Yes → C6	2. No <b>→</b> C7			
C6. If YES, in detailed: 1. Poor Household (Certificate 3. Invalid or "revolution" house	,	<ul><li>2. Disabled H</li><li>4. Invalid of '</li></ul>		housahold	

FINA	I. R	EP	O	27
	LN	LIL '	$\boldsymbol{\sigma}$	

5. Loneliness Elder	6. Loneliness Household
7. Single woman (with dependant)	8. Other:

# C7. Displaced or not?

1. Yes 2. No

# **C8.** Information of Members of the household: Scale of household:..... persons

No	Relationship with head of household (a)	Group	Gender (b)	Year of birth	Education (c)	Main Occupation (d)	Average General Income per month (dong/month/person)
1							
2							
3							
4							
5							
6							
7							
8							
9							

*Code:*(a): Relationship with head of household: 1.Head; 2.Husband/wife; 3.Children; 4.Father/mother;

5.Grand mother/Grand father; 6.Niece; 7.Sibling; 8.Relative.

(b):Gender: 1.Male; 2.Female

(c): Education: 1.Illteracy; 2.Primary; 3. Secondary; 4.High School; 5. College/University; 6. Post Graduate

(d):Occupation: 1.Farmers; 2.Workers; 3. State Officials; 4.Retires; 5.Businessmen; 6.Solders, Securityi; 7. Unstable Employment; 8.Students/Pupil; 9.Handicraft; 10.Under School Age; 11.Unemployment; 12.Housekeeper; 13.Disabled Persons; 14.Elders; 15.Others.

# **C9a.** Income Source of household:

No	Income Source	Amount
	(estimate)	(dong/household/month)
1	From Salary	
2	From farming/forest/aquaculture	
3	From business/service	
4	From gift/assistance, etc	
5	From other source	
6	Total of Income Source	

# C9b. Household living standard according to the classification of commune/ward:

1. Poor 2. Near Poor 3. Average 4. Fair 5. Rich

C10. Expenditure Average of of Households per month (dong/month):

No	Expenditure(estimate)	Amount
		(dong/household/month)
1	Food	
2	School	
3	Health	

4	Electricity	
5	Water	
6	Sanitation, Security Fees	
7	Expenditure for production/business/service	
8	Traveling, shopping, wedding, etc.	
9	Other cost	
10	Total of Expenditure	

# II. ACCOMODATIONS

•••••

# C11. Available Accommodation of the Household

Name of Asset	Quantity	Name of Asset	Quantity
1. Bycicle		8. Telephone	
2. Motorbike		9. Mobile	
3. Car		10. Video/CD	
4. Air Condition		11. Computer	
5. Washing Machine		12. Rice Cooker	
6. Bed/board/wood furniture		13. Gas Cooker	
7. Television		14. Fridge	

5. Washing Machine		12. Rice Cooker	
6. Bed/board/wood furniture		13. Gas Cooker	
7. Television		14. Fridge	
III. LAND			
C12. LURC for Residential land			
1. Tittled 2. Le	galizable	3. None-tittle	
C13. LURC for Agricultural land	d		
1. Tittled 2. Le	galizable	3. None-tittle	
C14. LURC for Pond/Lake/Gard	en land		
1. Tittled 2. Le	galizable	3. None-tittle	
C15. LURC for Forest/mountain	land		
1. Tittled 2. Le	galizable	3. None-tittle	
C16. Source of land or house:			
	. Buying		
<u> </u>	·		
3. Renting land			-
C17. Expectations of the affect resettlement:	ted household	d of compensation, assistance	and
a):	•••••	••••••	•••••
•••••			
••••••	••••••	••••••	

OF BINH DUONG PROVINCE IN THE SOCIAL	IST REPUBLIC OF VIETNAM	OIRIALI ARRS IIV	FINAL REPORT
b):	•••••••••••	•••••••	••••••
•••••			
•••••			
•••••			
c):	••••••	•••••	••••••
••••••			
••••••	•••••••	••••••	•••••
••••••			
IV. EVALUATION OF THE I	INVESTIGATOR:		
		• • • • • • • • • • • • • • • • • • • •	•••••
•••••			
		• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • •
	Bình Dương, date	month	year
Investigator		Head of	
Hamlet/Quarter			
(Signature, name)		(Signatu	re, name)

#### **Annex D Template of Loss Inventory**

"MINUTE OF DETAILED MEASURE SURVEY FOR AFFECTED LAND/ASSETS OF THE HOUSEHOLDS OR THE AGENCIES/ORGANIZATIONS"

No:/BBK	K			
Project Name:				
Component:				
				an (female):
Commune/ward: Group: Occup	Hamle pation:	et/quarter: No. of me	 mber:	No. of labour:
Economic Situation:	Wealthy	Average	Poor	"Policy" family
Members take part in	the Survey:			
Mr (Mrs):	Position:	:		
Mr (Mrs):	Position:	:		
Mr (Mrs):	Position:	:		
Mr (Mrs):	Position:	:		
Mr (Mrs):	Position:	:		
Mr (Mrs):	Position:	·		
Mr (Mrs):	Position:	:		
Mr (Mrs):	Position:	:		
Mr (Mrs):	Position	n:		
Representative of aff	ected persons (vot	ted by the affecte	ed households)	
Mr (Mrs):				
After survey, detailed households named	•		ute of affected l	and and assets of the

FINAL REP	OPT

	and ne land has a co	onlic	et or not ?		Ye	es			No			
Stat	e of Own:				Lega	1		Leg	galizable		Non-	titled
		LURC		Total of	Lost		In which		Vialbe to	Unit		
No	Type of land	Yes	No	Position	Area (m²)	Are a (m <sup>2</sup> )	land	Permanen t lost	Temporary lost (m²)	use on remaining land	Price (dong)	Ammount (dong)
(1)	(2)	(3)	(4	) (5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
I	Resident Land	(-)		/ (-/	( )	(-/	( - )	(-)	1 1			
II	Argricultural Land											***************************************
III	Pond, garden											
111	1 onu, garaen											
		***************************************	***************************************									
IV	Forest Land				***************************************	•		••••••••••		***************************************		
			•••••									
V	Other Land								***************************************			
					Tota	<u> </u>						
				]			of land	situation	<u> </u>			<del>-</del>
								drawing)				
						_						
Sou	rce of land:											
									***************************************			

#### II. ACQUIRRED ASSETS AND OBJECTS ON THE LAND

No	House, works (housing category)	Unit	Size	Goal of using	Area of using (m²)	Compensated Area (m²)	Remaining land (m <sup>2</sup> )	Unit Price (đồng)	Ammount (đồng)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	Main house (preliminary description)	·	. ,	, ,	.,			, ,	, ,
2	Sub-Objects (Cook, toilet)								
3	Other works								
			Total	·					

#### III . AFFECTED TREES AND CROPS

No	Name of Tree	Group	Unit	Quantity	Unit Price	Ammount
I	Wood trees					
1						
2						
3						
II	Fruit trees					
1						
2						
3						
III	Other tree					
1						
2						
3						
IV	Crops					
1						
2						
3						
4						
5						
		Total	· <u></u> -			

#### IV. GRAVE

No	Туре	Unit	Size	Quantity	Unit Price	Ammount
	000000000000000000000000000000000000000		***************************************		***************************************	aeccenteeraeccaeccaeccaeccaeccaeccaeccaeccaecca
		***************************************				
						***************************************
			Total			

#### **V.AFFECTED OTHERS (included income):**

No	Type of lost	Unit	Quantiy	Compensation Cost	Note
	Renting house				
	Renting location for business				
	Renting land				
	Lost income from business				
	Lost income from production				
	Lost income from other source				
	Other (detailed)				

Note:

#### VI: BUSINESS ACTIVITIES AND NUMBER OF STAFF

1-Registered, no of register:.....2-None-Registered (Small bunisess)

b. If none-registered bussiness, how much average income after tax in recent 6 months is?

c. If none-registered bussiness, how much average revenue in recent 6 months is?

#### d. Hire staff:

No	Name of Staff	Occupation	Working State	Note

#### V. CLASSIFICATION OF AFFECTED HOUSEHOLDS

#### 1. Type of Impact:

- 1.Affected Agricultaral land ≥ 10%
- 2. Affected resident land but viable to use on the remaining land
- 3. Affected resident land and must relocate (resettlement)
- 4. Business household

THE PREPARATORY SURVEY ON WATER SUPPLY PROJECT IN NEW CITY AND INDUSTRIAL PARKS IN NORTHERN P.	ART
OF RINH DUONG PROVINCE IN THE SOCIALIST REPUBLIC OF VIETNAM	

FINA	I D	EPA	DT

- 5. Poor household
- 6. Policy household
- 2. Expectation of Affected Households

Relocate to the resettment site

Free Resettlement

In need of job transition

Get assistance by cash without vocational training

Other need:

.....

#### VI . ASSISTANCE IN ACCORDANCE WITH THE PROJECT POLICY

No	Assistance	Unite	Quantiy	Unit	Ammount
1	Relocation				
2	Resettlement				
	Renting house				
4	Agricultural land				
5	Livelihood and production stablilazation				
6	Job transition and				
7	Invalid (or "revolution") household				
8	Business assistance				
9	Other assistance				
	Total				

#### VII . BUGGET OF COMPENSATION, ASSISTANCE AND RESETTLEMENT:

Tota	l of Budget:	By word :
	In which:  Land:  None-landed Assets, Objects on land:  Tree/crop:  Assistance:	đồng
Clearar version Repres Commi	nce and Resettlement Department (RC) keeps 2	alent in legal, in which the Thanh Hoa City Site versions. Head of affected household keep one Representative of (Signature, Stamp)
Membe Signatu 1	ers Head of Household ure, Name (Signature, name)	Representative of Affected Person (Signature, name)
2		
3		
4		
5		
6		
7 8		

FINAL REPORT

#### **Annex E Land Unit Price in the Project Area**

#### A. Rural Residential Land

#### 1. Trừ Văn Thố commune

Position	Standard Price (dong/m²)	Coefficient Đ	coefficient K	Unit Price (dong/m²)		
Road DT750 (T-ju	Road DT750 (T-junction to border of Long Hoa commune):					
Position 1	1.200.000	0,7	1,2	1.008.000		
Position 2	880000	0,7	1,2	739.200		
Position 3	550000	0,7	1,2	462.000		
Position 4	330000	0,7	1,2	277.200		
Rural Road with	Rural Road with 4m width or more					
Position 1	940.000	0,6	1,2	676.800		
Position 2	610.000	0,6	1,2	439.200		
Position 3	420.000	0,6	1,2	302.400		
Position 4	330.000	0,6	1,2	237.600		

2. Lai Uyen commune

Position Position	Standard Price (dong/m²)	Coefficient Đ	coefficient K	Unit Price (dong/m²)		
National Road 13 (		Phuoc Town to Than	n Rot Bridge):	(dong/m)		
Position 1	1.200.000	0,9	1,2	1.296.000		
Position 2	880.000	0,9	1,2	950.400		
Position 3	550.000	0,9	1,2	594.000		
Position 4	330.000	0,9	1,2	356.400		
Road ĐH - 612 (F	rom Bia Bàu Bàng t	o Bố Lá T-junction)	,	1		
Position 1	940.000	0,8	1,2	902.400		
Position 2	610.000	0,8	1,2	585.600		
Position 3	420.000	0,8	1,2	403.200		
Position 4	330.000	0,8	1,2	316.800		
Road ĐH - 613 (F)	rom Bia Bàu Bàng to	Tân Long)				
Position 1	940.000	0,7	1,2	789.600		
Position 2	610.000	0,7	1,2	512.400		
Position 3	420.000	0,7	1,2	352.800		
Position 4	330.000	0,7	1,2	277.200		
Rural Road with 4m width or more						
Position 1	940.000	0,6	1,2	676.800		
Position 2	610.000	0,6	1,2	439.200		
Position 3	420.000	0,6	1,2	302.400		
Position 4	330.000	0,6	1,2	237.600		

3. Tân Hưng commune

Position	Standard Price (dong/m²)	Coefficient Đ	coefficient K	Unit Price (dong/m²)		
Road <b>ĐH</b> – 612 (F	rom Bia Bàu Bàng to	o Bố Lá T-junction)				
Position 1	1.200.000	0,8	1,2	902.400		
Position 2	880000	0,8	1,2	585.600		
Position 3	550000	0,8	1,2	403.200		
Position 4	330000	0,8	1,2	316.800		
Rural Road with 4m width or more						
Position 1	940.000	0,6	1,2	676.800		

FINAL REPORT

Position 2	610.000	0,6	1,2	439.200
Position 3	420.000	0,6	1,2	302.400
Position 4	330.000	0,6	1,2	237.600

4. Lai Hung commune

Rural Road with 4m width or more						
Position 1	940.000	0,6	1,2	676.800		
Position 2	610.000	0,6	1,2	439.200		
Position 3	420.000	0,6	1,2	302.400		
Position 4	330.000	0,6	1,2	237.600		

#### 5. Chánh Phú Hòa commune

Position	Standard Price	Coefficient Đ	coefficient K	Unit Price			
	(dong/m <sup>2</sup> )			(dong/m <sup>2</sup> )			
Road 2/9 (7B) (inte	Road 2/9 (7B) (intersection Ông Giáo to ĐT 741):						
Position 1	1.200.000	0,7	1,3	1.092.000			
Position 2	880000	0,7	1,3	800.800			
Position 3	550000	0,7	1,3	500.500			
Position 4	330000	0,7	1,3	300.300			
Road DH 605 (inte	rsection Ông Giáo to	ĐT 741) (T-junction	n Ông Kiểm)				
Position 1	1.200.000	0,7	1,2	1.008.000			
Position 2	880000	0,7	1,2	739.200			
Position 3	550000	0,7	1,2	462.000			
Position 4	330000	0,7	1,2	277.200			
Rural Road with 4	m width or more						
Position 1	940.000	0,6	1,2	676.800			
Position 2	610.000	0,6	1,2	439.200			
Position 3	420.000	0,6	1,2	302.400			
Position 4	330.000	0,6	1,2	237.600			

**B.** Productive and none-agriculture land in rural

Position	Standard Price	Coefficient Đ	coefficient K	Unit Price		
	(dong/m <sup>2</sup> )			(dong/m <sup>2</sup> )		
National Road 13	(From border of My	Phuoc Town to Than	n Rot Bridge):			
Position 1	840.000	0,9	1,2	907.200		
Position 2	620.000	0,9	1,2	669.600		
Position 3	390.000	0,9	1,2	421.200		
Position 4	230.000	0,9	1,2	248.400		
Road DT750 (T-ju	Road DT750 (T-junction to border of Long Hoa commune):					
Position 1	840.000	0,7	1,2	705.600		
Position 2	620.000	0,7	1,2	520.800		
Position 3	390.000	0,7	1,2	327.600		
Position 4	230.000	0,7	1,2	193.200		
Road 2/9 (7B) (into	ersection Ông Giáo to	o ĐT 741):				
Position 1	840.000	0,7	1,3	764.400		
Position 2	620.000	0,7	1,3	564.200		
Position 3	390.000	0,7	1,3	354.900		
Position 4	230.000	0,7	1,3	300.300		
Road ĐH 605 (intersection Ông Giáo to ĐT 741) (T-junction Ông Kiểm)						
Position 1	840.000	0,7	1,2	705.600		
Position 2	620.000	0,7	1,2	520.800		

Position 3	390.000	0,7	1,2	327.600				
Position 4	230.000	0,7	1,2	193.200				
Road ĐH - 612 (F	Road ĐH – 612 (From Bia Bàu Bàng to Bố Lá T-junction)							
Position 1	660.000	0,8	1,2	633.600				
Position 2	430.000	0,8	1,2	412.800				
Position 3	290.000	0,8	1,2	278.400				
Position 4	230.000	0,8	1,2	220.800				
Road ĐH - 613 (F)	rom Bia Bàu Bàng to	Tân Long)						
Position 1	660.000	0,7	1,2	554.400				
Position 2	430.000	0,7	1,2	361.200				
Position 3	290.000	0,7	1,2	243.600				
Position 4	230.000	0,7	1,2	193.200				
Rural Road with 4	Rural Road with 4m width or more							
Position 1	660.000	0,6	1,2	475.200				
Position 2	430.000	0,6	1,2	309.600				
Position 3	290.000	0,6	1,2	208.800				
Position 4	230.000	0,6	1,2	165.600				

#### C. Agricultural Land

#### 1. Trừ Văn Thố Commune

#### Road DDT750 (T-junction Trừ Văn Thố to border of Long Hòa commune):

- Annual crop land:
  - + Position 1: 140.000 dong/m<sup>2</sup>
  - + Position 2: 110.000 dong/m<sup>2</sup>
  - + Position 3: 95.000 dong/m<sup>2</sup>
  - + Position 4: 70.000 dong/m<sup>2</sup>
- Perennial tree land:
  - + Position 1: 150.000 dong/m<sup>2</sup>
  - + Position 2: 130.000 dong/m<sup>2</sup>
  - + Position 3: 110.000 dong/m<sup>2</sup>
  - + Position 4: 80.000 dong/m<sup>2</sup>

#### Rural Road with 4m width or more:

- Annual crop land:
  - + Position 1: 100.000 dong/m<sup>2</sup>
  - + Position 2: 90.000 dong/m<sup>2</sup>
  - + Position 3: 80.000 dong/m<sup>2</sup>
  - + Position 4: 70.000 dong/m<sup>2</sup>
- Perennial tree land:
  - + Position 1: 130.000 dong/m<sup>2</sup>
  - + Position 2: 100.000 dong/m<sup>2</sup>
  - + Position 3: 90.000 dong/m<sup>2</sup>
  - + Position 4: 80.000 dong/m<sup>2</sup>

#### 2. Lai Uvên Commune:

Road 13 (border of Mỹ Phước Town to Tham Rót Bridge)

- Annual crop land:
  - + Position 1: 140.000 dong/m<sup>2</sup>
  - + Position 2: 110.000 dong/m<sup>2</sup>
  - + Position 3: 95.000 dong/m<sup>2</sup>
  - + Position 4: 70.000 dong/m<sup>2</sup>
- Perennial tree land:
  - + Position 1: 150.000 dong/m<sup>2</sup>
  - + Position 2: 130.000 dong/m<sup>2</sup>

- + Position 3: 110.000 dong/m<sup>2</sup>
- + Position 4: 80.000 dong/m<sup>2</sup>

#### Road ĐH-612 (Bia Bàu Bàng to T-Junction Bố Lá):

- Annual crop land:
  - + Position 1: 100.000 dong/m<sup>2</sup>
  - + Position 2: 90.000 dong/m<sup>2</sup>
  - + Position 3: 80.000 dong/m<sup>2</sup>
  - + Position 4: 70.000 dong/m<sup>2</sup>
- Perennial tree land:
  - + Position 1: 130.000 dong/m<sup>2</sup>
  - + Position 2: 100.000 dong/m<sup>2</sup>
  - + Position 3: 90.000 dong/m<sup>2</sup>
  - + Position 4: 80.000 dong/m<sup>2</sup>

#### Road ĐH-613 (Bia Bàu Bàng to Tân Long)

- Annual crop land:
  - + Position 1: 100.000 dong/m<sup>2</sup>
  - + Position 2: 90.000 dong/m<sup>2</sup>
  - + Position 3: 80.000 dong/m<sup>2</sup>
  - + Position 4: 70.000 dong/m<sup>2</sup>
- Perennial tree land:
  - + Position 1: 130.000 dong/m<sup>2</sup>
  - + Position 2: 100.000 dong/m<sup>2</sup>
  - + Position 3: 90.000 dong/m<sup>2</sup>
  - + Position 4: 80.000 dong/m<sup>2</sup>

#### Rural Road with 4m width or more:

- Annual crop land:
  - + Position 1: 100.000 dong/m<sup>2</sup>
  - + Position 2: 90.000 dong/m<sup>2</sup>
  - + Position 3: 80.000 dong/m<sup>2</sup>
  - + Position 4: 70.000 dong/m<sup>2</sup>
- Perennial tree land:
  - + Position 1: 130.000 dong/m<sup>2</sup>
  - + Position 2: 100.000 dong/m<sup>2</sup>
  - + Position 3: 90.000 dong/m<sup>2</sup>
  - + Position 4: 80.000 dong/m<sup>2</sup>

#### 3. Tân Hưng commune

#### Road ĐH-612 (Bia Bàu Bàng to T-Junction Bố Lá):

- Annual crop land:
  - + Position 1: 100.000 dong/m<sup>2</sup>
  - + Position 2: 90.000 dong/m<sup>2</sup>
  - + Position 3: 80.000 dong/m<sup>2</sup>
  - + Position 4: 70.000 dong/m<sup>2</sup>
- Perennial tree land:
  - + Position 1: 130.000 dong/m<sup>2</sup>
  - + Position 2: 100.000 dong/m<sup>2</sup>
  - + Position 3: 90.000 dong/m<sup>2</sup>
  - + Position 4: 80.000 dong/m<sup>2</sup>

#### Rural Road with 4m width or more:

- Annual crop land:
  - + Position 1: 100.000 dong/m<sup>2</sup>
  - + Position 2: 90.000 dong/m<sup>2</sup>
  - + Position 3: 80.000 dong/m<sup>2</sup>
  - + Position 4: 70.000 dong/m<sup>2</sup>

- Perennial tree land:
  - + Position 1: 130.000 dong/m<sup>2</sup>
  - + Position 2: 100.000 dong/m<sup>2</sup>
  - + Position 3: 90.000 dong/m<sup>2</sup>
  - + Position 4: 80.000 dong/m<sup>2</sup>

#### 4. Lai Hung commune:

#### Rural Road with 4m width or more:

- Annual crop land:
  - + Position 1: 100.000 dong/m<sup>2</sup>
  - + Position 2: 90.000 dong/m<sup>2</sup>
  - + Position 3: 80.000 dong/m<sup>2</sup>
  - + Position 4: 70.000 dong/m<sup>2</sup>
- Perennial tree land:
  - + Position 1: 130.000 dong/m<sup>2</sup>
  - + Position 2: 100.000 dong/m<sup>2</sup>
  - + Position 3: 90.000 dong/m<sup>2</sup>
  - + Position 4: 80.000 dong/m<sup>2</sup>

#### 5. Chánh Phú Hòa commune

#### Road 2/9 (7B) intersection Ông Giáo to ĐT 741:

- Annual crop land:
  - + Position 1:  $140.000 \text{ dong/m}^2 \times 1,2 \text{ (coefficient K)} = 168.000 \text{ dong/m}^2$
  - + Position 2:  $110.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 132.000 \text{ dong/m}^2$
  - + Position 3:  $95.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 114.000 \text{ dong/m}^2$
  - + Position 4:  $70.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 84.000 \text{ dong/m}^2$
- Perennial tree land:
  - + Position 1:  $150.000 \text{ dong/m}^2 \times 1,2 \text{ (coefficient K)} = 180.000 \text{ dong/m}^2$
  - + Position 2:  $130.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 156.000 \text{ dong/m}^2$
  - + Position 3:  $110.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 132.000 \text{ dong/m}^2$
  - + Position 4:  $80.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 96.000 \text{ dong/m}^2$

#### Road ĐH 605 (intersection Ông Giáo to ĐT 741 (T-Junction)):

- Annual crop land:
  - + Position 1:  $140.000 \text{ dong/m}^2 \times 1,2 \text{ (coefficient K)} = 168.000 \text{ dong/m}^2$
  - + Position 2:  $110.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 132.000 \text{ dong/m}^2$
  - + Position 3:  $95.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 114.000 \text{ dong/m}^2$
  - + Position 4:  $70.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 84.000 \text{ dong/m}^2$
- Perennial tree land:
  - + Position 1:  $150.000 \text{ dong/m}^2 \times 1.2 \text{ (coefficient K)} = 180.000 \text{ dong/m}^2$
  - + Position 2:  $130.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 156.000 \text{ dong/m}^2$
  - + Position 3:  $110.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 132.000 \text{ dong/m}^2$
  - + Position 4:  $80.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 96.000 \text{ dong/m}^2$

#### Rural Road with 4m width or more:

- Annual crop land:
  - + Position 1:  $100.000 \text{ dong/m}^2 \times 1.2 \text{ (coefficient K)} = 120.000 \text{ dong/m}^2$
  - + Position 2:  $90.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 108.000 \text{ dong/m}^2$
  - + Position 3:  $80.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 96.000 \text{ dong/m}^2$
  - + Position 4:  $70.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 84.000 \text{ dong/m}^2$
- Perennial tree land:
  - + Position 1:  $130.000 \text{ dong/m}^2 \times 1,2 \text{ (coefficient K)} = 156.000 \text{ dong/m}^2$
  - + Position 2:  $100.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 120.000 \text{ dong/m}^2$
  - + Position 3:  $90.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 108.000 \text{ dong/m}^2$
  - + Position 4:  $80.000 \text{ dong/m}^2 \text{ x } 1,2 \text{ (coefficient K)} = 96.000 \text{ dong/m}^2$

#### **Annex F PAHs inventory**

#### The List of PAH in WTP

No	No of profile	Name	Address	Acquired area	Note
				$(\mathbf{m}^2)$	
1		Lê Thị Nga	150, hamlet 5, Chánh Phú Hòa commune	10,190.60	Gum land
2		Lê Quốc Cường	Kp1, Mỹ Phước, Town	4,447.00	Gum land
3		Nguyễn Văn Hơi	Hòa Lợi commune	6,375.50	Gum land
4		Ngô Văn Nhị	Hamlet 1A, Chánh Phú Hòa commune	5,974.00	Empty land
5		Võ Văn Bình	Hamlet 4, Chánh Phú Hòa commune	10,671.70	Empty land
6		Huỳnh Thi Ngọc	Hamlet 1, Chánh Phú Hòa commune	5,514.00	Gum land
7		Trương Văn Ân	Hamlet 2, Chánh Phú Hòa commune	6,718.86	Gum land
8		Lê Văn Sung	166, Hamlet 4, group 6, Chánh Phú Hòa commune	7,501.50	Empty land
9		Nguyễn Thị Mỹ	Hamlet 2, Chánh Phú Hòa commune	5,568.72	Gum land
10		Huỳnh Văn Đeo	Kp3, Mỹ Phước, Town	6,768.22	Gum land
11		Thượng Văn Sĩ	Hamlet 1B, Chánh Phú Hòa commune	12,122.80	Empty land
12		Nguyễn Văn Lỹ	Chánh Phú Hòa commune	14,195.00	Gum land
13		Lê Thị Vàng (đại diện Huỳnh Văn Việt)	Chánh Phú Hòa commune	4,544.00	Empty land
14		Nguyễn Văn Huề	Chánh Phú Hòa commune	23,232.00	Gum land

# THE PREPARATORY SURVEY ON WATER SUPPLY PROJECT IN NEW CITY AND INDUSTRIAL PARKS IN NORTHERN PART OF BINH DUONG PROVINCE IN THE SOCIALIST REPUBLIC OF VIETNAM FINAL REPORT

No	No of profile	Name	Address	Acquired area	Note
	prome			( <b>m</b> <sup>2</sup> )	
15		Nguyễn Văn Anh	Chánh Phú Hòa commune	5,388.00	Empty land
16		Lê Minh Sang	Chánh Phú Hòa, commune	13,194.00	Empty land
17		Trương Văn Bá	Chánh Phú Hòa, commune	7,426.60	Gum land
18		Phạm Thị Gái	Chánh Phú Hòa, commune	72,188.50	Gum land

# **Appendix 9 - A Breakdown of Construction Cost**

Exchange rate: VND 1.0 = JPY 0.0044, US\$ 1.0 = JPY 91.84

#### (1) Regulating Reservoir

	eme No.		Element Description	Number	Quantity	Unit	Total cost estimation without VAT	VND/Unit	Value [VND]	Value [USD]	Value [JPY]
Α	П	Т	Earth Dam						114,482,460,006	5,484,787	503,722,824
		П	100.00	%							
Α	1		Construction Costs						114,482,460,006	5,484,787	503,722,824
Α	1	1	Excavated soil	1	2,708,746	m³	28,969	VND/m³	78,470,532,965	3,759,477	345,270,345
			520.2*520.2*8.9		2,408,412						
			4*542.6*(0.5*(1+8.9)*22.4)		240,654						
			4*552.6*(0.5*(3+10.5)*4)		59,681						
			4*572.6*(0.5*(21.52+3)*13)		365,044						
Α	1	2	Backfilled soil with K>=0.97	1	665,379	m³	14,222	VND/m³	9,463,294,928	453,381	41,638,498
Α	1	3	Concrete, grade 200	- 1	1,259	m³	2,015,600	VND/m³	2,537,301,779	121,561	11,164,128
			4*542.6*(0.4+0.18)		1,259						
Α	1	4	Concrete, grade 150	1	416	m³	1,850,000	VND/m³	769,896,000	36,885	3,387,542
			4*520.2*0.4*0.5		416						
Α	1	5	Lined Stone	- 1	12,805	m³	205,643	VND/m³	2,633,328,933	126,161	11,586,647
			4*542.6*(23.6*0.25)		12,805						
Α	1	6	Stone for drainage	1	7,683	m³	417,866	VND/m³	3,210,555,590	153,816	14,126,445
			4*542.6*(23.6*0.15)		7,683						
4	1	7	Filter Sand	1	10,244	m³	349,254	VND/m³	3,577,854,827	171,413	15,742,561
			4*542.6*(23.6*0.2)		10,244						
Α	1	8	Grass	1	41,011	m <sup>2</sup>	120,398	VND/m <sup>2</sup>	4,937,604,773	236,558	21,725,461
			4*553.6*18.52		41,011						
Α	1	9	Surrounding road	1	2,186	m	2,567,000	VND/m	5,612,488,800	268,891	24,694,951
			2*(546.6+546.6)		2,186						
Α	1	10	Reinforcing steel bar	1	101	ton	21,353,190	VND/ton	2,150,406,310	103,025	9,461,788
Α	1	11	Steel for mechanical work	1	32	ton	34,714,488	VND/ton	1,119,195,101	53,620	4,924,458

#### (2) Raw Water Intake Pumping Station

#### 1) Phase 1A

	mer No.	nt	Element Description	Number	Quantity	Unit	Total cost estimation without VAT	VND/Unit	Value [VND]	Value [USD]	Value [JPY]
Α	2		Raw Water Intake Pumping Station						129,052,862,544	6,182,846	567,832,595
П											
Α	2		Construction Costs						27,799,262,544	1,331,846	122,316,755
Α	2	1	Excavation	1	70.9	100m³	3,370,167	VND/100m <sup>3</sup>	239,012,209	11,451	1,051,654
Α	2	2	Back-fill	1	90.3	100m³	3,913,873	VND/100m <sup>3</sup>	353,229,502	16,923	1,554,210
Α	2	3	Lean concrete, d= 0.1-0.15m	1	140.4	m³	2,200,000	VND/m³	308,880,000	14,798	1,359,072
Α	2	4	R/C foundation base, d= 0.8-1m	1	763.2	m³	6,400,000	VND/m³	4,884,480,000	234,013	21,491,712
Α	2		R/C walls, d= 0.8-1 m	1	771.6	m³	6,400,000	VND/m³	4,937,932,800	236,573	21,726,904
Α			R/C columns	1	72.2	m³	6,400,000	VND/m³	461,990,400	22,134	2,032,758
Α			R/C Beams	1	69.6	m³	6,400,000	VND/m³	445,440,000	21,341	1,959,936
Α			R/C floor, covering slab d=0.15m	1	135.4	m³	6,400,000	VND/m³	866,816,000	41,529	3,813,990
Α			Mass concrete	1	669.2	m³	4,200,000	VND/m³	2,810,707,200	134,659	12,367,112
Α			Brick work	1	98.5	m³	1,200,000	VND/m³	118,176,000	5,662	519,974
Α			Tile work	1	216.0	m2	330,000	VND/m2	71,280,000	3,415	313,632
Α			Doors&Windowns	1	410.5	m2	2,300,000	VND/m2	944,104,000	45,231	4,154,058
Α			Ladder steel	1	5.0	set	28,400,000	VND/set	142,000,000	6,803	624,800
Α			Fence&landscaping	1	1.0	L/S	4,800,000,000	VND	4,800,000,000	229,965	21,120,000
Α			Other parts built in = 30%*(2.1-2.14)	1	1.0	L/S	6,415,214,433	VND	6,415,214,433	307,349	28,226,944
Α	2		Mechanical & Electrical Equipment						101,253,600,000	4,851,000	445,515,840
Α		_	Mechanical & Electrical Equipment	1	1.0	L/S	101,253,600,000	VND	101,253,600,000	4,851,000	445,515,840
Α	3		Connection Chamber						8,075,959,355	386,914	35,534,221
Α	3		Construction Costs						4,142,636,101	198,471	18,227,599
Α			Excavation	1	4.3	100m³	3,370,167	VND/100m <sup>3</sup>	14,444,871	692	63,557
Α			Back-fill	1	3.6	100m³	3,913,873	VND/100m <sup>3</sup>	14,010,101	671	61,644
Α			Lean concrete, d= 0.1m	1	7.9	m³	2,200,000	VND/m³	17,270,000	827	75,988
Α			R/C foundation base, d= 0.8m	1	62.8	m³	6,400,000	VND/m³	401,920,000	19,256	1,768,448
Α			R/C walls, d= 0.8m	1	383.8	m³	6,400,000	VND/m³	2,456,020,582	117,666	10,806,491
Α			R/C floor, covering slab d=0.4m	1	25.4	m³	6,400,000	VND/m³	162,777,600	7,799	716,221
Α			Ladder steel	1	2.0	set	35,100,000	VND/set	70,200,000	3,363	308,880
Α			Waste discharge manhole	1	1.0	LS	50,000,000	VND	50,000,000	2,395	220,000
Α			Other parts built in = 30%*(A.1.1 - A.1.8)	1	1.0	L/S	955,992,946	VND	955,992,946	45,801	4,206,369
Α	3		Mechanical Equipment						3,933,323,254	188,443	17,306,622
Α			Coupling D2600	1	1.0	Set	180,303,397	VND/set	180,303,397	8,638	793,335
Α			Valve D2600	1	1.0	Set	2,900,000,000	VND/set	2,900,000,000	138,937	12,760,000
Α			Steel bend 45 <sup>0</sup> D2600	1	1.0	Set	66,097,284	VND/set	66,097,284	3,167	290,828
Α			Steel pipe D2600	1	3.0	m	89,932,800	VND/m	269,798,400	12,926	1,187,113
Α			Steel pipe D600	1	12.0	m	7,670,423	VND/m	92,045,076	4,410	404,998
Α			Valve D600	1	1.0	Set	102,241,000	VND/set	102,241,000	4,898	449,860
Α		_	Check Valve D600	1	1.0	Set	184,033,800	VND/set	184,033,800	8,817	809,749
Α			Steel bend 90 <sup>0</sup> D600	1	3.0	Set	33,048,642	VND/set	99,145,926	4,750	436,242
Α	3	18	Steel Reducer D800x600	1	1.0	Set	39,658,371	VND/set	39,658,371	1,900	174,497

#### 2) Phase 1B

Е	eme No.	nt	Element Description	Number	Quantity	Unit	Total cost estimation without VAT	VND/Unit	Value [VND]	Value [USD]	Value [JPY]
Α	2		Raw Water Intake Pumping Station						59,466,400,000	2,849,000	261,652,160
Α	2		Mechanical & Electrical Equipment						59,466,400,000	2,849,000	261,652,160
Α	2	16	Mechanical & Electrical Equipment	1	1.0	L/S	59,466,400,000	VND	59,466,400,000	2,849,000	261,652,160

#### (3) Raw Water Pipeline

Pipe Dia (mm).	Depth(m)	Material	Length (m)	Unit Cost (VNI	Amount (VND)	Amount (USD)
2600	3-4			65,977,625	0	
	4-5	DIP	23,858.5	67,253,849	1,604,575,956,367	
	5-6				0	
others					48,137,278,691	
Pipe Total			23,858.5		1,652,713,235,058	79,180,512

#### In case of FRP

Pipe Dia (mm).	Depth(m)	Material	Length (m)	Unit Cost (VNI	Amount (VND)	Amount (USD)
2600	3-4	FRP		44,033,436	0	
	4-5	FRP	23,858.5	45,761,113	1,091,791,514,511	
	5-6	FRP		65,956,788	0	
others					34,978,605,707	
Pipe Total			23,858.5		1,126,770,120,218	53,982,889

#### (4) Water Treatment Plant

#### 1) Phase 1A + Phase 1B

No.	Description	FC Portion	LC Portion	Combined Equivalent
	<u> </u>			Total
		JPY	VND	JPY
. ,	Receiving and Distribution Tank		5,724,408,016	
	Mixing Well, Flocculation & Sedimentation Basins		140,685,267,915	619,015,179
` '	Filters		97,154,514,219	427,479,863
	Distribution Reservoirs		120,458,810,324	, ,
	Distribution Pumping Station		46,609,545,177	205,081,999
(6)	Activated Carbon and Lime Building		5,307,500,000	23,353,000
(7)	PAC Building		1,215,000,000	5,346,000
(8)	Chlorine Building		3,045,000,000	13,398,000
(9)	Sludge Lagoon		13,104,000,000	57,657,600
(10)	Wastewater Basin		3,196,800,000	14,065,920
(11)	Administration Building		10,545,600,000	46,400,640
(12)	Power Substation		2,272,500,000	9,999,000
(13)	Generator Room		922,500,000	4,059,000
(14)	Workshop & Ware House		1,215,000,000	5,346,000
(15)	Garage		273,000,000	1,201,200
(16)	Guard House		135,000,000	594,000
(17)	Other mechanical work		16,450,000,000	72,380,000
(18)	Other electrical work		11,600,000,000	51,040,000
(19)	Yard piping work		76,578,898,640	336,947,154
(20)	Earth work&Fence		34,930,700,485	153,695,082
(21)	Landscaping work		6,450,000,000	28,380,000
(22)	Mechanical & Electrical Work	6,127,792,000	0	6,127,792,000
Base Cost	Total	6,127,792,000	597,874,044,776	8,758,437,797

#### 2) Phase 1A

				Combined Equivalent
No.	Description	FC Portion	LC Portion	Total
		JPY	VND	JPY
(1)	Receiving and Distribution Tank		5,724,408,016	25,187,395
	Mixing Well, Flocculation & Sedimentation Basins		70,342,633,957	309,507,589
(3)	Filters		48,577,257,110	213,739,931
(4)	Distribution Reservoirs		60,229,405,162	265,009,383
(5)	Distribution Pumping Station		46,609,545,177	205,081,999
(6)	Activated Carbon and Lime Building		5,307,500,000	23,353,000
(7)	PAC Building		1,215,000,000	5,346,000
(8)	Chlorine Building		3,045,000,000	13,398,000
(9)	Sludge Lagoon		13,104,000,000	57,657,600
(10)	Wastewater Basin		3,196,800,000	14,065,920
(11)	Administration Building		10,545,600,000	46,400,640
(12)	Power Substation		2,272,500,000	9,999,000
(13)	Generator Room		922,500,000	4,059,000
(14)	Workshop & Ware House		1,215,000,000	5,346,000
(15)	Garage		273,000,000	1,201,200
(16)	Guard House		135,000,000	594,000
(17)	Other mechanical work		16,450,000,000	72,380,000
(18)	Other electrical work		11,600,000,000	51,040,000
(19)	Yard piping work		61,263,118,912	269,557,723
(20)	Earth work&Fence		34,930,700,485	153,695,082
(21)	Landscaping work		6,450,000,000	28,380,000
(22)	Mechanical & Electrical Work	3,077,785,600	0	3,077,785,600
Base Cost	Total	3,077,785,600	403,408,968,819	4,852,785,063

#### 3) Phase 1B

No.	Description	FC Portion	LC Portion	Combined Equivalent Total
		JPY	VND	JPY
(2)	Mixing Well, Flocculation & Sedimentation Basins		70,342,633,957	309,507,589
(3)	Filters		48,577,257,110	213,739,931
(4)	Distribution Reservoirs		60,229,405,162	265,009,383
(19)	Yard piping work		15,315,779,728	67,389,431
(22)	Mechanical & Electrical Work	3,050,006,400	0	3,050,006,400
Base Cost	Total	3,050,006,400	194,465,075,957	3,905,652,734

#### 4) Cost breakdown of Phase 1A

Elei	nent	No.	Element Description	Number	Quantity	Unit	Total cost estimation	VND/Unit	Value [VND]	Value [USD]	Value [JPY]
D D	1	F	Water treatment plant				without VAT		1,102,905,696,092 5,724,408,016	52,839,559 274,253	4,852,785,063 25,187,395
Ξ	1		Receiving Tank Construction Costs						5,724,408,016	274,253	25,187,395
D D	1	2	Excavation Back-filling	1	28.0 25.1	100m <sup>3</sup>	3,370,167 3,913,873	VND/100m <sup>3</sup> VND/100m <sup>3</sup>	94,493,234 98,314,347	4,527 4,710	415,770 432,583
D D	1	4		1	64.9 32.4	m³	2,200,000 6,400,000	VND/m <sup>2</sup> VND/m <sup>3</sup>	142,692,000 207,552,000	6,836 9,944	627,845 913,229
D D	1	5	R/C foundation base, d=0.6m	1	194.6 332.6	m <sub>3</sub>	6,400,000 6,400,000	VND/m³ VND/m³	1,245,312,000 2,128,934,400	59,662 101,996	5,479,373 9,367,311
D	1	7	R/C channels	1	5.3	m <sup>3</sup>	6,400,000	VND/m³	34,124,800	1,635	150,149
D D	1	9	Other parts built-in = 30%*(C.1.1-C.1.8)	1	70.6 1.0	m³ L/S	6,400,000 1,321,017,234	VND/m³ VND	451,968,000 1,321,017,234	21,654 63,289	1,988,659 5,812,476
D D	2	┢	Mixing well, Plocculation&Sedimentation basins Construction Costs						70,342,633,957 70,342,633,957	3,370,074 3,370,074	309,507,589 309,507,589
D D	2	1 2	Excavation Back-filling	1	78.6 9.2	100m <sup>3</sup>	3,370,167 3,913,873	VND/100m <sup>3</sup> VND/100m <sup>3</sup>	264,870,823 35,934,806	12,690 1,722	1,165,432 158,113
D	2	3	Crushed stone, 0.2m	1	1,456.1	m <sup>3</sup>	2,200,000	VND/m² VND/m³	3,203,383,040	153,472 223,232	14,094,885
D	2	5		1	728.0 4,757.0	m <sup>3</sup>	6,400,000 6,400,000	VND/m³	4,659,466,240 30,444,902,400	1,458,597	20,501,651 133,957,571
D D	2	7	R/C walls, d=0.3 - 0.5m R/C Floors, d=0.3 - 0.4m	1	2,131.5 161.5	m <sub>3</sub>	6,400,000 6,400,000	VND/m³ VND/m³	13,641,605,120 1,033,472,000	653,561 49,513	60,023,063 4,547,277
D D	2	8		1	78.4 77.2	m³	6,400,000 4,200,000	VND/m³ VND/m³	501,760,000 324,324,000	24,039 15.538	2,207,744 1,427,026
D D	2	10		1	1.0	L/S	16,232,915,529	VND	16,232,915,529 48,577,257,110	777,709 2,327,308	71,424,828 213,739,931
D	3		Construction Costs						48,577,257,110	2,327,308	213,739,931
D D	3	2	Excavation Back-filling	1	84.3 23.9	100m <sup>3</sup>	3,370,167 3,913,873	VND/100m <sup>3</sup> VND/100m <sup>3</sup>	284,130,517 93,589,008	13,613 4,484	1,250,174 411,792
D D	3	3	Crushed stone, 0.2m Lean concrete, 0.1m	1	677.0 338.5	m³	2,200,000 6,400,000	VND/m <sup>2</sup> VND/m <sup>3</sup>	1,489,357,056 2,166,337,536	71,354 103,788	6,553,171 9,531,885
D D	3	5	R/C foundation base, d=0.8m	1	2,632.9 1,824.6	m <sub>3</sub>	6,400,000 6,400,000	VND/m³ VND/m³	16,850,313,216 11,677,459,200	807,289 559,460	74,141,378 51,380,820
D	3	7	R/C Floors, d=0.3 - 0.4m	1	646.3	m <sup>3</sup>	6,400,000	VND/m³	4,136,056,320	198,156	18,198,648
D D	3	9		1	69.1 54.2	m <sub>3</sub>	6,400,000 4,200,000	VND/m³ VND/m³	442,112,000 227,766,000	21,181 10,912	1,945,293 1,002,170
D D	3	10		1	1.0	L/S	11,210,136,256	VND	11,210,136,256 60,229,405,162	537,071 2,885,555	49,324,600 265,009,383
D D	4	1	Construction Costs	2	119.8	100m³	3,370,167	VND/100m <sup>3</sup>	60,229,405,162 807,410,878	2,885,555 38,683	265,009,383 3,552,608
D	4	2	Back-filling	2	89.0	100m³	3,913,873	VND/100m <sup>3</sup>	697,012,009	33,393	3,066,853
D D	4	3 4	Lean concrete, 0.1m R/C foundation base, d=0.6 m	2	253.5 1,512.3	m <sub>3</sub>	2,200,000 6,400,000	VND/m³ VND/m³	1,115,224,000 19,357,593,600	53,430 927,411	4,906,986 85,173,412
D D	4	5		2	1,308.7 266.5	m³	6,400,000 6,400,000	VND/m³ VND/m³	16,750,720,000 3,411,763,200	802,517 163,456	73,703,168 15,011,758
D	4	7	R/C floor, covering slab d=0.3 m	2	68.9	m <sup>3</sup>	6,400,000	VND/m³	881,280,000	42,222	3,877,632
D D	5	8	Distribution Pumping station	2	1.0	L/S	8,604,200,737	VND	17,208,401,475 46,609,545,177	824,444 2,233,036	75,716,966 <b>205,081,999</b>
D D	5	1	Construction Costs Excavation	1	238.4	100m³	3,370,167	VND/100m <sup>3</sup>	46,609,545,177 803,420,736	2,233,036 38,491	205,081,999 3,535,051
D D	5	2		1	188.8 521.4	100m³ m³	3,913,873 2,200,000	VND/100m <sup>3</sup> VND/m <sup>3</sup>	738,909,554 1,147,080,000	35,401 54,956	3,251,202 5.047,152
D	5	4	R/C foundation base, d= 1m	1	2,464.0	m <sup>3</sup>	6,400,000	VND/m³	15,769,600,000	755,512	69,386,240
D D	5	5	R/C walls, d= 0.8-1 m R/C columns	1	1,438.1 213.4	m <sup>3</sup>	6,400,000 6,400,000	VND/m³ VND/m³	9,203,712,000 1,365,504,000	440,944 65,420	40,496,333 6,008,218
D D	5	7 8	R/C Beams R/C floor, covering slab d=0.15-0.2m	1	323.1 404.3	m <sup>3</sup>	6,400,000 6,400,000	VND/m³ VND/m³	2,067,968,000 2,587,200,000	99,075 123,951	9,099,059 11,383,680
D	5	9	Pump thrust block concrete	1	126.0	m <sup>3</sup>	4,200,000	VND/m³	529,200,000	25,354	2,328,480
D D	5	10 11		1	449.0 1,155.0	m³ m2	1,200,000 330,000	VND/m³ VND/m2	538,752,000 381,150,000	25,811 18,261	2,370,509 1,677,060
D D	5	12	Doors&Windowns Ladder steel	1	190.0 10.0	m2 set	2,300,000 28,400,000	VND/m2 VND/set	437,000,000 284,000,000	20,936 13,606	1,922,800 1,249,600
D D	5	14	Other parts built in = 30%*(C.5.1-C.5.13)  Buildings	1	1.0	L/S	10,756,048,887	VND	10,756,048,887 41,231,900,000	515,316 <b>1,975,396</b>	47,326,615 <b>181,420,360</b>
D	6	L	Activated Carbon and Lime building						5,307,500,000	254,279	23,353,000
D D	6	1	Construction Costs Construction costs	1	965.0	m²	5,500,000	VND/m²	5,307,500,000 5,307,500,000	254,279 254,279	23,353,000 23,353,000
D D	7	H	PAC building Construction Costs						1,215,000,000 1,215,000,000	<b>58,210</b> 58,210	<b>5,346,000</b> 5,346,000
D D	7	1	Construction costs Chlorine building	1	162.0	m²	7,500,000	VND/m²	1,215,000,000 3,045,000,000	58,210 <b>145,884</b>	5,346,000 13,398,000
D	8	Ļ	Construction Costs	1	400.0		7 500 000	1000	3,045,000,000	145,884	13,398,000
D D	9	1	Construction costs Sludge Lagoon	1	406.0	m²	7,500,000	VND/m²	3,045,000,000 13,104,000,000	145,884 <b>627,805</b>	13,398,000 <b>57,657,600</b>
D D	9	1	Construction Costs Construction costs	1	10,920.0	m²	1,200,000	VND/m²	13,104,000,000 13,104,000,000	627,805 627,805	57,657,600 57,657,600
D D	10	F	Wastewater Basin Construction Costs			F			3,196,800,000 3,196,800,000	153,157 153,157	14,065,920 14,065,920
D D	10	1	Construction costs	1	666.0	m²	4,800,000	VND/m²	3,196,800,000	153,157 505,233	14,065,920 46,400,640
D	11	L	Administration building Construction Costs						10,545,600,000 10,545,600,000	505,233	46,400,640
D D	11	1	Construction costs Power substation	1	1,352.0	m²	7,800,000	VND/m²	10,545,600,000 2,272,500,000	505,233 108,874	46,400,640 9,999,000
D D	12 12	1	Construction Costs Construction costs	1	303.0	m²	7,500,000	VND/m²	2,272,500,000 2,272,500,000	108,874 108,874	9,999,000 9,999,000
D D	13	F	Generator building Construction Costs				,,		922,500,000 922,500,000	44,196 44.196	4,059,000
D	13	1	Construction costs	1	123.0	m²	7,500,000	VND/m²	922,500,000	44,196	4,059,000
D D	14	L	Ware house & workshop building Construction Costs						1,215,000,000 1,215,000,000	<b>58,210</b> 58,210	<b>5,346,000</b> 5,346,000
D D	14 15	1	Construction costs Garage building	1	162.0	m²	7,500,000	VND/m²	1,215,000,000 <b>273,000,000</b>	58,210 13,079	5,346,000 1,201,200
D D	15 15	1	Construction Costs	1	42.0	m²	6.500.000	VND/m²	273,000,000 273,000,000	13,079 13,079	1,201,200 1,201,200
D	16	Ė	Construction costs Guard building	Ė	42.0	*	0,000,000	**************************************	135,000,000	6,468	594,000
D D	16 16	1	Construction Costs Construction costs	1	18.0	m²	7,500,000	VND/m²	135,000,000 135,000,000	6,468 6,468	594,000 594,000
D D	17	F	Overall Installations Other mechanical work	$\vdash$					130,693,819,397 16,450,000,000	6,261,463 788,110	575,052,805 72,380,000
D D	17	1		1	1.0	L/S L/S	3,200,000,000 750,000,000	VND	3,200,000,000 750,000,000	153,310 35,932	14,080,000
D	17	3	Plumbing, drainage, sanitation	1	1.0	L/S	12,500,000,000	VND	12,500,000,000	598,868	55,000,000
D D	18 18	1	Other Electrical work Security camera/ITV camera	1	1.0	L/S	500,000,000	VND	<b>11,600,000,000</b> 500,000,000	<b>555,749</b> 23,955	<b>51,040,000</b> 2,200,000
D D	18 18	3		1	1.0	L/S L/S	800,000,000 2,200,000,000	VND VND	800,000,000 2,200,000,000	38,328 105,401	3,520,000 9,680,000
D D	18		Communication and sound system	1	1.0	L/S L/S	450,000,000 2,850,000,000	VND VND	450,000,000	21,559	1,980,000
D	18		Outdoor lighting system	1	1.0	L/S	4,800,000,000	VND	2,850,000,000 4,800,000,000	136,542 229,965	12,540,000 21,120,000
D D	19 19	1	Yard Piping work - Subtoal	1	1.0	L/S	61,263,118,912	VND	<b>61,263,118,912</b> 61,263,118,912	<b>2,935,080</b> 2,935,080	269,557,723 269,557,723
D D	20	1	Earth work&Fence - Subtoal	1	1.0	L/S	34,930,700,485	VND	34,930,700,485 34,930,700,485	<b>1,673,509</b>	153,695,082 153,695,082
D	21	Ė	Landscaping work						6,450,000,000	309,016	28,380,000
D D	21 22	1	- Subtoal Mechanical & Electrical Equipment	1	1.0	L/S	6,450,000,000	VND	6,450,000,000 699,496,727,273	309,016 <b>33,512,474</b>	28,380,000 <b>3,077,785,600</b>
D	22	1	Mechanical & Electrical Equipment	1	1.0	L/S	699,496,727,273	VND	699,496,727,273	33,512,474	3,077,785,600

#### 5) Cost breakdown of Phase 1B

Element No.	Element Description	Number	Quantity	Unit	Total cost estimation without VAT	VND/Unit	Value [VND]	Value [USD]	Value [JPY]
D	Water treatment plant						887,648,348,684	42,526,707	3,905,652,734
D 2	Mixing well, Plocculation&Sedimentation basins						70,342,633,957	3,370,074	309,507,589
D 2	Construction Costs						70,342,633,957	3,370,074	309,507,589
D 2 1	Excavation	1	78.6	100m <sup>3</sup>	3,370,167	VND/100m3	264,870,823	12,690	1,165,432
D 2 2	Back-filling	1	9.2	100m <sup>3</sup>	3,913,873	VND/100m3	35,934,806	1,722	158,113
D 2 3	Crushed stone, 0.2m	1	1,456.1	m³	2,200,000	VND/m²	3,203,383,040	153,472	14,094,885
D 2 4	Lean concrete, 0.1m	1	728.0	m3	6,400,000	VND/m³	4,659,466,240	223,232	20,501,651
D 2 5	R/C foundation base, d=0.6m	1	4,757.0	m³	6,400,000	VND/m³	30,444,902,400	1,458,597	133,957,571
D 2 6	R/C walls, d=0.3 - 0.5m	1	2,131.5	m3	6,400,000	VND/m³	13,641,605,120	653,561	60,023,063
D 2 7	R/C Floors, d=0.3 - 0.4m	1	161.5	m <sup>3</sup>	6,400,000	VND/m³	1,033,472,000	49,513	4,547,277
D 2 8	R/C channels	1	78.4	m3	6,400,000	VND/m³	501,760,000	24,039	2,207,744
D 2 9	Mass concrete	1	77.2	m <sup>3</sup>	4,200,000	VND/m³	324,324,000	15,538	1,427,026
D 2 10	Other parts built-in = 30%*(C.2.1-C.2.9)	1	1.0	L/S	16,232,915,529	VND	16,232,915,529	777,709	71,424,828
D 3	Filters						48,577,257,110	2,327,308	213,739,931
D 3	Construction Costs						48,577,257,110	2,327,308	213,739,931
D 3 1	Excavation	1	84.3	100m <sup>3</sup>	3,370,167	VND/100m3	284,130,517	13,613	1,250,174
D 3 2	Back-filling	1	23.9	100m <sup>3</sup>	3,913,873	VND/100m3	93,589,008	4,484	411,792
D 3 3	Crushed stone, 0.2m	1	677.0	m3	2,200,000	VND/m <sup>2</sup>	1,489,357,056	71,354	6,553,171
	Lean concrete, 0.1m	1	338.5	m³	6,400,000	VND/m³	2,166,337,536	103,788	9,531,885
	R/C foundation base, d=0.8m	1	2,632.9	m³	6,400,000	VND/m³	16,850,313,216	807,289	74,141,378
D 3 6	R/C walls, d=0.4 - 0.7m	1	1,824.6	m <sup>3</sup>	6,400,000	VND/m³	11,677,459,200	559,460	51,380,820
D 3 7	R/C Floors, d=0.3 - 0.4m	1	646.3	m3	6,400,000	VND/m³	4,136,056,320	198,156	18,198,648
D 3 8	R/C channels	1	69.1	m³	6,400,000	VND/m³	442,112,000	21,181	1,945,293
D 3 9	Mass concrete	1	54.2	m³	4,200,000	VND/m³	227,766,000	10,912	1,002,170
D 3 10	Other parts built-in = 30%*(C.3.1-C.3.9)	1	1.0	L/S	11,210,136,256	VND	11,210,136,256	537,071	49,324,600
D 4	Distribution water reservoir (02 units)						60,229,405,162	2,885,555	265,009,383
D 4	Construction Costs						60,229,405,162	2,885,555	265,009,383
D 4 1	Excavation	2	119.8	100m <sup>3</sup>	3,370,167	VND/100m3	807,410,878	38,683	3,552,608
	Back-filling	2	89.0	100m <sup>3</sup>	3,913,873	VND/100m <sup>3</sup>	697,012,009	33,393	3,066,853
D 4 3	Lean concrete, 0.1m	2	253.5	m³	2,200,000	VND/m³	1,115,224,000	53,430	4,906,986
	R/C foundation base, d=0.6 m	2	1,512.3	m³	6,400,000	VND/m³	19,357,593,600	927,411	85,173,412
	R/C walls, d=0.5 m	2	1,308.7	m³	6,400,000	VND/m³	16,750,720,000	802,517	73,703,168
	R/C columns	2	266.5	m³	6,400,000	VND/m³	3,411,763,200	163,456	15,011,758
	R/C floor, covering slab d=0.3 m	2	68.9	m <sup>3</sup>	6,400,000	VND/m³	881,280,000	42,222	3,877,632
	Other parts built-in = 20%*(C.4.1-C.4.7)	2	1.0	L/S	8,604,200,737	VND	17,208,401,475	824,444	75,716,966
D 19	Yard Piping work						15,315,779,728	733,770	67,389,431
D 19 1	- Subtoal	1	1.0	L/S	15,315,779,728	VND	15,315,779,728	733,770	67,389,431
D 22	Mechanical & Electrical Equipment						693,183,272,727	33,210,000	3,050,006,400
D 22 1	Mechanical & Electrical Equipment	1	1.0	L/S	693,183,272,727	VND	693,183,272,727	33,210,000	3,050,006,400

# (5) Distribution Mains

Elem	ent M	lo.	Element Description	Number	Quantity	Unit	Total cost estimation without VAT	VND/Unit	Value [VND]	Value [USD]	Value [JPY]
F			Distribution Mains						891,000,800,833	42,687,321	3,920,403,524
F			HDPE Pipe D400, As Type1	1	4,222.0	m	6,703,191		28,300,873,776	1,355,878	124,523,845
F			HDPE Pipe D400 HDPE Pipe D400, 1m length	1	100.0	100m 100m	3,242,482	VND/100m	670,319,133 324,248,160	32,115 15,535	2,949,404 1,426,692
F			Sluice Valve, PN10, DN400	1	1.5	100m	52,164,000	VND/100m	78,246,000	3,749	344,282
F			Stop Valve, PN10, DN50	1	0.7	100m	3,920,000	VND/100m	2,744,000	131	12,074
F	1	7	Air Valve, PN10, DN50 As Type1 for D400	1	1.0	100m 100m	2,142,880 2,629,381	VND/100m VND/100m	2,142,880 262,938,093	103 12,597	9,429
F	2	1	HDPE Pipe D400, As Type2	1	2,126.0	m	6,973,910		14,826,532,751	710,330	65,236,744
F			HDPE Pipe D400	1	400.0	100m	2.242.402	VND/100m	697,391,004	33,412	3,068,520
F			HDPE Pipe D400, 1m length Sluice Valve, PN10, DN400	1	100.0	100m 100m	3,242,482 52,164,000	VND/100m VND/100m	324,248,160 78,246,000	15,535 3,749	1,426,692 344,282
F	2	5	Stop Valve, PN10, DN50	1	0.7	100m	3,920,000	VND/100m	2,744,000	131	12,074
F			Air Valve, PN10, DN50 As Type2 for D400	1	1.0	100m 100m	2,142,880 2,900,100	VND/100m VND/100m	2,142,880 290,009,965	103 13,894	9,429 1,276,044
F	3	1	HDPE Pipe D500, As Type1	1	2,497.0	m	9,094,392		22,708,697,797	1,087,960	99,918,270
F			HDPE Pipe D500		100.0	100m 100m	4,880,046	VND/100m	909,439,239 488,004,551	43,571 23,380	4,001,533 2,147,220
F	3	4	HDPE Pipe D500, 1m length Sluice Valve, PN10, DN500	1	1.0	100m	93,895,200	VND/100m VND/100m	93,895,200	4,498	413,139
F	3	5	Stop Valve, PN10, DN50	1	0.7	100m	3,920,000	VND/100m	2,744,000	131	12,074
F			Air Valve, PN10, DN50 As Type1 for D500	1	1.0	100m 100m	2,142,880 3,226,526		2,142,880 322,652,607	103 15,458	9,429 1,419,671
F	_		Ductile Iron Pipe D600, As Type1	1	3,400.0	m	11,872,567		40,366,728,151	1,933,946	177,613,604
F			Ductile Iron Pipe D600	1	100.0	100m	7 275 700	V/ND/400~	1,187,256,710	56,881 35,337	5,223,930
F			Ductile Iron Pipe D600, 1m length Butterfly Valve, PN10, DN600	1	1.0	100m 100m	7,375,709 102,241,440	VND/100m VND/100m	737,570,945 102,241,440	35,337 4,898	3,245,312 449,862
F	4	5	Stop Valve, PN10, DN50	1	0.7	100m	3,920,000	VND/100m	2,744,000	131	12,074
F			Air Valve, PN10, DN50 As Type1 for D600	1	1.0	100m 100m	2,142,880 3,425,574	VND/100m VND/100m	2,142,880 342,557,446	103 16,412	9,429
F	5	1	Ductile Iron Pipe D600, As Type2	1	11,581.0	m	12,226,584	VIVE/100III	141,596,067,998	6,783,784	623,022,699
F	5	2	Ductile Iron Pipe D600	<u> </u>	100.0	100m	7.075.700	VND/100m	1,222,658,389	58,577	5,379,697
F			Ductile Iron Pipe D600, 1m length Butterfly Valve, PN10, DN600	1	100.0	100m	102,241,440		737,570,945 102,241,440	35,337 4,898	3,245,312 449,862
F	5	5	Stop Valve, PN10, DN50	- 1	0.7	100m	3,920,000	VND/100m	2,744,000	131	12,074
F			Air Valve, PN10, DN50 As Type2 for D600	1	1.0	100m 100m	2,142,880 3,779,591	VND/100m VND/100m	2,142,880 377,959,124	103 18,108	9,429 1,663,020
F	6	1	Ductile Iron Pipe D600, As Type3	1	1,743.0	m	12,937,104	VIVENTOOM	22,549,372,506	1,080,327	99,217,239
F			Ductile Iron Pipe D600		400.0	100m	7.075.700	VND/100m	1,293,710,413 737,570,945	61,981	5,692,326 3,245,312
F			Ductile Iron Pipe D600, 1m length Butterfly Valve, PN10, DN600	1	100.0	100m	7,375,709 102,241,440	VND/100m VND/100m	102,241,440	35,337 4,898	3,245,312
F			Stop Valve, PN10, DN50	1	0.7	100m	3,920,000	VND/100m	2,744,000	131	12,074
F			Air Valve, PN10, DN50 As Type3 for D600	1	1.0	100m	2,142,880 4,490,111	VND/100m VND/100m	2,142,880 449,011,149	103 21,512	9,429 1,975,649
F			Ductile Iron Pipe D800, As Type1	1	3,496.0	m	16,927,458		59,178,392,337	2,835,202	260,384,926
F			Ductile Iron Pipe D800 Ductile Iron Pipe D800, 1m length	1	100.0	100m 100m	11,068,514	VND/100m	1,692,745,776 1,106,851,374	81,098 53,029	7,448,081 4,870,146
F			Butterfly Valve, PN10, DN800	1	1.0	100m	198,640,400	VND/100m	198,640,400	9,517	874,018
F			Stop Valve, PN10, DN50	1	0.7	100m	3,920,000	VND/100m	2,744,000	131	12,074
F			Air Valve, PN10, DN50 As Type1 for D800	1	1.0	100m 100m	2,142,880 3,823,671	VND/100m VND/100m	2,142,880 382,367,122	103 18,319	9,429 1,682,415
F	8	1	Ductile Iron Pipe D800, As Type2	1	3,137.0	m	17,323,124		54,342,638,670	2,603,524	239,107,610
F			Ductile Iron Pipe D800 Ductile Iron Pipe D800, 1m length	1	100.0	100m 100m	11,068,514	VND/100m	1,732,312,358 1,106,851,374	82,994 53,029	7,622,174 4,870,146
F			Butterfly Valve, PN10, DN800	1	1.0	100m	198,640,400	VND/100m	198,640,400	9,517	874,018
F			Stop Valve, PN10, DN50	1	0.7	100m 100m	3,920,000 2,142,880	VND/100m	2,744,000	131 103	12,074 9,429
F			Air Valve, PN10, DN50 As Type2 for D800	1	1.0	100m	4,219,337	VND/100m VND/100m	2,142,880 421,933,704	20,215	1,856,508
F	9	1	Ductile Iron Pipe D1000, As Type2	1	6,426.0	m	23,147,635		148,746,699,467	7,126,366	654,485,478
F			Ductile Iron Pipe D1000 Ductile Iron Pipe D1000, 1m length	1	100.0	100m 100m	16,539,345	VND/100m	2,314,763,453 1,653,934,509	110,899 79,239	10,184,959 7,277,312
F			Butterfly Valve, PN10, DN1000	1	0.5	100m	292,118,400	VND/100m	146,059,200	6,998	642,660
F			Stop Valve, PN10, DN50 Air Valve, PN10, DN50	1	0.7 1.0	100m 100m	3,920,000 2,142,880		2,744,000 2,142,880	131 103	12,074 9,429
F			As Type2 for D1000	1	100.0	100m	5,098,829	VND/100m VND/100m	509,882,863	24,428	2,243,485
F	10	1	Ductile Iron Pipe D1200, As Type2	1	1,478.0	m 100m	30,325,780		44,821,502,510	2,147,372	197,214,611
F			Ductile Iron Pipe D1200 Ductile Iron Pipe D1200, 1m length	1	100.0	100m 100m	22,109,271	VND/100m	3,032,577,978 2,210,927,094	145,289 105,924	13,343,343 9,728,079
F	10	4	Butterfly Valve, PN10, DN1200	1	0.5	100m	525,813,120	VND/100m	262,906,560	12,596	1,156,789
F			Stop Valve, PN10, DN50 Air Valve, PN10, DN50	1	0.7 1.0	100m 100m	3,920,000 2,142,880	VND/100m VND/100m	2,744,000 2,142,880	131 103	12,074 9,429
F	10	7	As Type2 for D1200	1	100.0	100m	5,538,574		553,857,443	26,535	2,436,973
F			Ductile Iron Pipe D1500, As Type1	1	6,170.0	m	36,881,021		227,555,900,553	10,902,068	1,001,245,962
F			Ductile Iron Pipe D1500 Ductile Iron Pipe D1500, 1m length	1	100.0	100m 100m	26,835,270	VND/100m	3,688,102,116 2,683,526,970	176,695 128,566	16,227,649 11,807,519
F	11	4	Butterfly Valve, PN10, DN1500	1	0.5	100m	876,355,200	VND/100m	438,177,600	20,993	1,927,981
F			Stop Valve, PN10, DN50 Air Valve, PN10, DN50	1	0.7 1.0	100m 100m	3,920,000 2,142,880	VND/100m VND/100m	2,744,000 2,142,880	131 103	12,074 9,429
F	11	7	As Type1 for D1500	1	100.0	100m	5,615,107	VND/100m	561,510,666	26,902	2,470,647
F			Ductile Iron Pipe D1500, As Type2 Ductile Iron Pipe D1500	1	2,254.0	m 100m	37,464,108	$\vdash$	84,444,098,591 3,746,410,763	4,045,667 179,488	371,554,034 16,484,207
F	12	3	Ductile Iron Pipe D1500, 1m length	1	100.0	100m	26,835,270	VND/100m	2,683,526,970	128,566	11,807,519
F	12	4	Butterfly Valve, PN10, DN1500	1	0.5	100m	876,355,200		438,177,600	20,993	1,927,981
F			Stop Valve, PN10, DN50 Air Valve, PN10, DN50	1	0.7 1.0	100m 100m	3,920,000 2,142,880		2,744,000 2,142,880	131 103	12,074 9,429
F	12	7	As Type2 for D1500	1	100.0	100m	6,198,193	VND/100m	619,819,313	29,695	2,727,205
F			Ductile Iron Pipe D1500, As None Ductile Iron Pipe D1500	1	50.0	m 100m	31,265,914		1,563,295,725 3,126,591,450	74,897 149,793	6,878,501 13,757,002
F	13	3	Ductile Iron Pipe D1500, 1m length	1	100.0	100m		VND/100m	2,683,526,970	128,566	11,807,519
F			Butterfly Valve, PN10, DN1500	1	0.5	100m	876,355,200	VND/100m	438,177,600	20,993	1,927,981
F			Stop Valve, PN10, DN50 Air Valve, PN10, DN50	1 1	0.7 1.0	100m 100m	3,920,000 2,142,880	VND/100m VND/100m	2,744,000 2,142,880	131 103	12,074 9,429

#### **Appendix 10-A** Project Cost Estimation of North Binh Duong Water Treatment Plant

A.1 Project Cost before Design Change and Increased Scope of Work (April 2011 Options Study by World Bank)

Unit: USD Million (Exchange Rate: VND20,893/US\$, JY80.0/USD)

Scope Items	A	В	С	D	Е	F	G	Н
	Total	Intake Gate	Raw Water	Regulation	Raw Water	Pumping	WTP	Transport &
	Investment by	$600,000 \text{m}^3/\text{d}$	Pipeline Canal	Reservoir	Pipeline	Station	$300,000 \text{m}^3/\text{d}$	distribution
	Water Sector		to Reservoir		Reservoir			network-2015
	(BIWASE+SPC)				to WTP			(Priority Inv.)
EPC Cost	215.8	not included	37.7	3.1	12.5	1.7	120.0	40.8
Finance Cost	40.5	(-)	7.1	0.6	2.3	0.3	22.5	7.7
EIA&RAP	not included	(-)	(-)	(-)	(-)	(-)	(-)	(-)
Total	256.3	0	44.8	3.7	14.8	2.0	142.5	48.5

#### A.2 Project Cost after Design Change and Scope of Work (July 2013 Interim Report, Cost Estimation in March 2013)

Unit: USD Million (Exchange Rate: VND20,873/US\$, JY91.84/USD, In Case of Direct Loan)

EPC Cost	326.8	not included	•	101.3		18.0	103.7	103.8
Finance Cost	59.2	(-)	•	17.0		3.3	19.5	19.4
EIA&RAP	not included	(-)	(-)	(-)	(-)	(-)	(-)	(-)
Total	386.0	not included	•	118.3	<b>—</b>	21.3	123.2	123.2.

#### A.3 Project Cost after Design Change and Scope of Work (Dec. 2013, Cost Estimation in March 2013)

Unit: USD Million (Exchange Rate: VND20,873/US\$, In Case of Direct Loan)

Scope Items	A	В	С	D	E	F	G	Н
EPC Cost	260.0	not included	<b>4</b>	<del>-</del> 75.5 <del></del>		19.4	113.6	51.5
Finance Cost	43.0	(-)	<b>4</b>	12.4 —		3.2	18.8	8.6
EIA&RAP	not included	(-)	(-)	(-)	(-)	(-)	(-)	(-)
Total	303.0	not included	4	87.9		22.6	132.4	60.1.

A.4 G-1 Project Cost (Sept. 2014 Draft Final Report, Cost Estimation in March 2013)

Unit: USD Million (Exchange Rate: VND20,873/US\$, JY91.84/USD, In Case of Direct Loan)

Scope Items	A	В	С	D	Е	F	G	Н
	Total	Intake Gate	Raw Water	Regulating	Raw Water	Pumping	WTP	Transport &
	Investment	$600,000 \text{m}^3/\text{d}$	Pipeline Canal	Reservoir	Pipeline	Station	$300,000 \text{m}^3/\text{d}$	distribution
	(BIWASE+SPC)		to Reservoir		Reservoir			(-2015 Priority Inv.)
					to WTP			
Sub Total	297.1	not included	<b>4</b>	120.3	<b>•</b>	10.8	111.2	54.8
P.F. Cost	25.2	(-)	<b>4</b>	0.0	<b>•</b>	2.2	23.0	0.0
EIA&RAP	not included	(-)	(-)	(-)	(-)	(-)	(-)	(-)
Total	322.3	not included	4	120.3	<b>—</b>	13.0	134.2	54.8

# **A.5 P-3 Project Cost (Sept. 2014** Draft Final Report, Cost Estimation in March 2013)

Unit: USD Million (Exchange Rate: VND20,873/US\$, JY91.84/USD, In Case of Direct Loan)

CHILL COS IVIIII	on (Exchange Ru	··· /11220,072/0	οφ, στοπουσκ	b, in cast of bi	ever Boun,			
Scope Items	A	В	C	D	E	F	G	Н
Sub Total	272.7	not included	<b>←</b>	95.9 —	<b></b>	10.8	111.2	54.8
P.F. Cost	25.2	(-)	•	0.0 —	<b>—</b>	2.2	23.0	0.0
EIA&RAP	not included	(-)	(-)	(-)	(-)	(-)	(-)	(-)
Total	297.9	not included	•	95.9 -		13.0	134.2	54.8

A.6 P-3 Project Cost after Material Change of Pipeline (July. 2015 Final Report, Cost Estimation in March 2013)

Unit: USD Million (Exchange Rate: VND20,873/US\$, JY91.84/USD, In Case of Direct Loan)

Scope Items	A	В	С	D	Е	F	G	Н
	Total	Intake Gate	Raw Water	Regulating	Raw Water	Pumping	WTP	Transport &
	Investment	$600,000 \text{m}^3/\text{d}$	Pipeline Canal	Reservoir	Pipeline	Station	$300,000 \text{m}^3/\text{d}$	distribution
	(BIWASE+SPC)		to Reservoir		Reservoir			(-2015 Priority Inv.)
					to WTP			
Sub Total	304.9	not included	-	128.1 —	<b></b>	10.8	111.2	54.8
P.F. Cost	25.2	(-)	•	0.0	<b>•</b>	2.2	23.0	0.0
EIA&RAP	not included	(-)	(-)	(-)	(-)	(-)	(-)	(-)
Total	330.1	not included	4	128.1	-	13.0	134.2	54.8

# A.7 P-3 Project Cost after Material Change of Pipeline (July. 2015 Final Report, Adjusted Cost Estimation in March 2015)

Unit: USD Million (Exchange Rate: VND21,255/US\$, JY119.03/USD, In Case of Direct Loan)

	on (Enteridinge Ital		~ + ,	,				
Scope Items	A	В	C	D	E	F	G	Н
Sub Total	284.9	not included	•	127.2	•	8.9	94.4	54.4
P.F. Cost	21.1	(-)	<b>4</b>	- 0.0 -	-	1.8	19.3	0.0
EIA&RAP	not included	(-)	(-)	(-)	(-)	(-)	(-)	(-)
Total	306.0	not included	•	127.2	<b>—</b>	10.7	113.7	54.4

#### **Appendix 10-B** Demarcation between the Public and the Private Sector

#### B.1 Project Cost before Design Change and Increased Scope of Work (April 2011 Options Study by World Bank)

Unit: USD Million

Scope Items	A	В	С	D	Е	F	G	Н
	Total Investment Sharing BIWASE/SPC	Intake Gate 600,000m <sup>3</sup> /d	Raw Water Pipeline Canal to Reservoir	Regulating Reservoir	Raw Water Pipeline Reservoir to WTP	Pumping Station	WTP 300,000m <sup>3</sup> /d	Transport & distribution network-2015 (Priority Inv.)
Option 1	0.0/256.3	not included	SPC	SPC	SPC	SPC	SPC	SPC
Option 2	48.5/207.8	not included	SPC	SPC	SPC	SPC	SPC	BIWASE
Option 3	111.8/144.5	not included	BIWASE	BIWASE	BIWASE	SPC	SPC	BIWASE

#### **B.2 Project Cost after Design Change and Scope of Work (July 2013** Interim Report, Cost Estimation in March 2013)

Unit: USD Million

Scope Items	A	В	С	D	Е	F	G	Н
Option 1	0.0/386.0	not included	SPC	SPC	SPC	SPC	SPC	SPC
Option 2	123.2/262.8	not included	SPC	SPC	SPC	SPC	SPC	BIWASE
Option 3	241.5/144.5	not included	BIWASE	BIWASE	BIWASE	SPC	SPC	BIWASE

#### B.3 Project Cost after Design Change and Scope of Work (Dec. 2013, Cost Estimation in March 2013)

Unit: USD Million

Scope Items	A	В	С	D	Е	F	G	Н
	Total Investment Sharing Public/Private	Intake Gate 600,000m <sup>3</sup> /d	Raw Water Pipeline Canal to Reservoir	Regulating Reservoir	Raw Water Pipeline Reservoir to WTP	Pumping Station	WTP 300,000m <sup>3</sup> /d	Transport & distribution network-2015 (Priority Inv.)
Option 1	0.0/303.0	not included	SPC	SPC	SPC	SPC	SPC	SPC
Option 2	60.1/242.9	not included	SPC	SPC	SPC	SPC	SPC	BIWASE
Option 3	148.0/155.0	not included	BIWASE	BIWASE	BIWASE	SPC	SPC	BIWASE

#### **B.4 G-1 Project Cost (Sept. 2014** Draft Final Report, Cost Estimation in March 2013)

Unit: USD Million

Scope Items	A	В	С	D	Е	F	G	Н
Option 3	175.1/147.2	not included	BIWASE	BIWASE	BIWASE	SPC	SPC	BIWASE

#### **B.5 P-3 Project Cost (Sept. 2014** Draft Final Report, Cost Estimation in March 2013)

Option 3	150.7/147.2	not included	BIWASE	BIWASE	BIWASE	SPC	SPC	BIWASE
----------	-------------	--------------	--------	--------	--------	-----	-----	--------

#### B.6 P-3 Project Cost after Material Change of Pipeline (July. 2015 Final Report, Cost Estimation in March 2013)

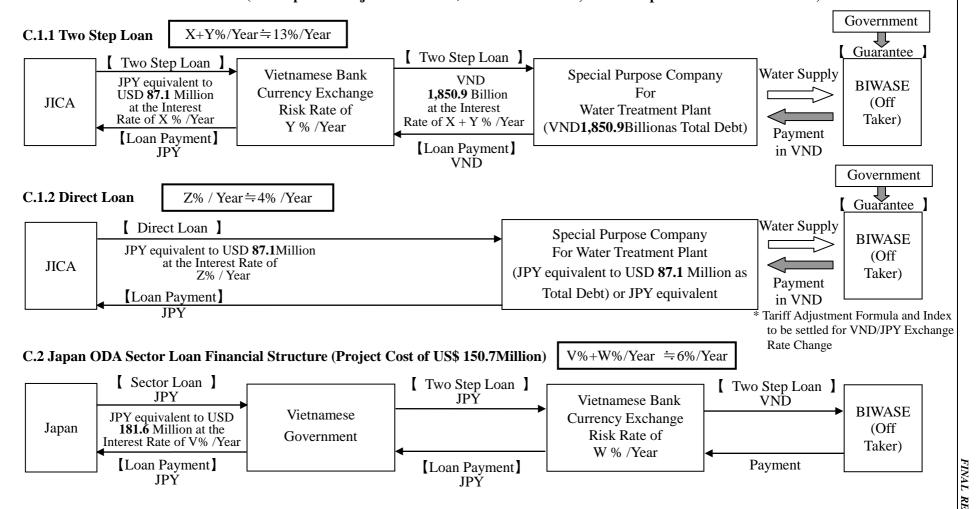
Option 3 182.9/147.2 not included BIWASE BIWASE BIWASE SPC SPC	BIWASE
--	--------

# B.7 P-3 Project Cost after Material Change of Pipeline (July. 2015 Final Report, Adjusted Cost Estimation in March 2015)

Option 3	181.6/124.4	not included	BIWASE	BIWASE	BIWASE	SPC	SPC	BIWASE
1								

### **Appendix 10-C** Financial Structure and Bulk Water Supply Tariff

(July. 2015 Final Report, Adjusted Cost Estimation at March 2015, Exchange Rate: VND21,255/US\$, JY119.03/USD, In Case of Direct Loan) C.1 JICA PSIF Financial Structure (P-3 Option 3 Project Cost of US\$124.4 Million basis, 70% loan portion of USD87.1Million)



# **Appendix 10-D** Water Supply Tariff

# D.1 300,000m<sup>3</sup>/d with Two Step Loan

Unit: USD/m <sup>3</sup> (P0 - Cu	rrent Price excludes VAT,	, but includes Intake Fee in SPC)
-----------------------------------	---------------------------	-----------------------------------

0 11101 0 10 1 7 1111 (1 0		,	
	G-1(2013)	P-3(2013)	P-3(2015)
SPC Scope	0.353	0354	0.321
BIWASE Scope	0.106	0.091	0.110
Total	0.459	0.445	0.430

#### D.2 300,000m3/d with Direct Loan

	G-1(2013)	P-3(2013)	P-3(2015)
SPC Scope	0.253	0254	0.237
BIWASE Scope	0.106	0.091	0.110
Total	0.359	0.345	0.347

#### D.3 150,000m3/d with Two Step Loan

	G-1(2013)	P-3(2013)	P-3(2015)
	Phase1/Phase2	Phase1/Phase2	Phase1/Phase2
SPC Scope	0.397/ 0.336	0.397/ 0.336	0.365 / 0.298
BIWASE Scope	0.211/ -	0.182/ -	0.219/ -
Total	0.608/ 0.336	0.579 / 0.336	0.584/ 0.298

#### D.4 150,000m3/d with Direct Loan

	G-1(2013)	P-3(2013)	P-3(2015)
	Phase1/Phase2	Phase1/Phase2	Phase1/Phase2
SPC Scope	0.284 / 0.235	0.284/ 0.235	0.268/ 0.216
(Base Tariff)	(0.216) /(0.175)	(0.216) /(0.175)	(0.197)/(0.154)
(Heavy Repair)	(0.026) /(0.017)	(0.026) /(0.017)	(0.027)/(0.018)
(Raw Water Fee)	(0.042)/(0.042)	(0.042)/(0.042)	(0.044)/(0.044)
BIWASE Scope	0.212 / -	0.183/ -	0.219/ -
Total	0.495/ 0.235	0.466/ 0.235	0.487/ 0.216

Unit: VND/m <sup>3</sup>	P0 - Current Price excludes VAT. I	out includes Intake Fee in SPC)
U11111. V INI 2/111	. P.O C.HTTENT PTICE EXCHIDES VAL. 1	our includes inrake Fee in SPCJ

P-3(2015)

7,380	7,380	6,820
2,210	1,900	2,330
9,590	9,280	9,150
G-1	P-3	P-3(2015)

P-3

G-1

G-1	P-3	P-3(2015)
5,290	5,300	5,050
2,210	1,900	2,330
7,500	7,200	7,380

G-1	P-3	P-3(2015)	
Phase1/Phase2	Phase1/Phase2	Phase1/Phase2	
8280/7010	8,290/7,010	7,760/ 6,330	
4420/ -	3,800/ -	4,660/ -	
12700/	12,090/7,010	12,420/ 6,330	

G-1	P-3	P-3(2015)
Phase1/Phase2	Phase1/Phase2	Phase1/Phase2
5,920 / 4,900	5,920 / 4,900	5,690/ 4,590
(4,500) /(3,660)	(4,500) /(3,660)	(4,190)/(3,280)
(540) /(360)	(540) /(360)	(570)/(380)
(880)/ (880)	(880)/(880)	(930)/ (930)
4,420 / -	3,810 / -	4,660/ -
10,340 / 4,900	9,730/4,900	10,350/ 4,590

#### Appendix 10-E SPC Cash Flow Summary (150,000m3/d P-3 Phase1 Option3 with Direct Loan)

(Sept. 2014 Draft Final Report, Cost Estimation in March 2013)

#### E.1. SPC Cash Flow Summary with the Tariff of VND 5,920/m³ (FIRR 14.1%)

Unit: VND Billion/Year (Average)

The Year from PCOD (*1)		2020-2023	2024-2031	2032-2033	2034-2039	2040-2044
Revenue		369	460	525	582	564
Expenditure		281	322	338	349	322
	O&M(*2)	136	181	217	250	253
	Depreciation	73	78	78	78	66
	Interest Paid	52	44	28	10	0
	Others	21	20	15	8	4
Pro	ofit before CIT(*3)	87	138	187	234	241
CIT(*4)		0	7	19	47	45
Profit after CIT  Cash Flow from Operation		87	131	168	187	196
		240	268	286	282	259

Repayment of Borrowing	48	74	99	106	0
Interest Paid on Borrowing	52	44	28	10	0
Dividend	83	110	102	105	181

(\*1) PCOD: Plant Commercial Operation Date

(\*2) O&M: Operation & Maintenance

(\*3) CIT: Corporate Income Tax

(\*4) CIT from PCOD 1st-4th year: 0%, 5th -13th year: 5%,

14th -15th year: 10%, 16th years -: 20%

#### E.2. SPC Cash Flow Summary with the Tariff of VND 5,690/m³ (FIRR 14.2%)

(July. 2015 Final Report, Adjusted Cost Estimation in March 2015)

Unit: VND Billion/Year (Average)

The Year from PCOD (*1)	2022-2025	2026-2034	2035-2036	2037-2042	2043-2047
Revenue	339	453	521	578	597
Expenditure	261	323	344	358	354
O&M(*2)	137	197	236	271	291
Depreciation	62	71	71	71	63
Interest Paid	44	40	27	12	0
Others	18	15	10	4	0
Profit before CIT(*3)	79	131	178	221	243
CIT(*4)	0	7	18	22	21
Profit after CIT	79	125	160	199	222
Cash Flow from Operation	207	250	268	285	281
Cash Flow from Operation	207	250	268	285	
Denovment of Demoving	41	66	00	00	0

Repayment of Borrowing	41	66	88	99	0
Interest Paid on Borrowing	44	40	27	12	0
Dividend	75	96	92	109	183

(\*1) PCOD: Plant Commercial Operation Date

(\*2) O&M: Operation & Maintenance

(\*3) CIT: Corporate Income Tax

(\*4) CIT from PCOD 1st-4th year: 0%, 5th -13th year: 5%,

14th -15th year: 10%, 16th years -: 10%

# **Appendix 10-F** Tariff Reduction Items to be Studied

(Sept. 2014 Draft Final Report, Cost Estimation in March 2013)

# F.1 300,000m<sup>3</sup>/d

	Items Target (28th Nov.2012		Review (Interim Rep. Aug 2013)	Review (Draft Final Rep. Sept. 2014)
a.	Water Tariff	$>$ VND 10,447/m $^3$ ( $>$ US\$ 0.5/m $^3$ )	$<$ VND 6,200/m $^3$ ( $<$ US\$ 0.3/m $^3$ )	$<$ VND 5,300 /m $^3$ ( $<$ US\$ 0.254/m $^3$ )
b.	Project Cost	<usd 207.8million="" 2<="" as="" option="" td=""><td><usd 144.5million="" 3<="" as="" option="" td=""><td><usd 147.2="" 3<="" as="" million="" option="" td=""></usd></td></usd></td></usd>	<usd 144.5million="" 3<="" as="" option="" td=""><td><usd 147.2="" 3<="" as="" million="" option="" td=""></usd></td></usd>	<usd 147.2="" 3<="" as="" million="" option="" td=""></usd>
	O&M Cost	< VND 2,230/m <sup>3</sup>	< VND 1,920/m <sup>3</sup>	< VND 2,391/m <sup>3</sup>
c.	O&M Cost	$(< US \$ 0.1068/m^3)$	$(<$ US\$ $0.0920/m^3)$	$(\le US\$ 0.1145m^3)$
d.	Water Supply and Take	Off-Taker Obligation to take 90%	Off-Taker Obligation to take 90%	Off-Taker Obligation to take 95%
	or Pay Contract	of produced water to be checked	of produced water to be checked	of produced water to be checked
e.	Loan Interest Rate	<15.0%/Year (Two Step)	<5.0%/Year (Direct)	<4.0%/Year (Direct)
f.	Loan Tenor	2.5(Construction)+15Years	2.5(Construction)+20Years	2.5(Construction)+20Years

### F.2 2x150,000m<sup>3</sup>/d (Phase1 + Phase2)

		,	
	Items	Phase1 (Draft Final Rep. Sept. 2014)	Phase2 (Draft Final Rep. Sept. 2014)
a.	Water Tariff	$<$ VND 5,920 /m $^3$ ( $<$ US\$ 0.2836/m $^3$ )	$<$ VND 4,900 /m $^3$ ( $<$ US\$ 0.2348/m $^3$ )
b.	Project Cost	<usd 3<="" 83.2million="" as="" option="" td=""><td><usd 3<="" 63.3million="" as="" option="" td=""></usd></td></usd>	<usd 3<="" 63.3million="" as="" option="" td=""></usd>
	00110	< VND 2,603/m <sup>3</sup>	< VND 2,206/m <sup>3</sup>
c.	O&M Cost	$(< US \$ 0.1247 m^3)$	$(< US \$ 0.1057 m^3)$
d.	Water Supply and Take	Off-Taker Obligation to take 95%	Off-Taker Obligation to take 95%
	or Pay Contract	of produced water to be checked	of produced water to be checked
e.	Loan Interest Rate	<4.0%/Year (Direct)	<4.0%/Year (Direct)
f.	Loan Tenor	2.5(Construction)+20Years	2.5(Construction)+20Years

# **Appendix 10-F** Tariff Reduction Items to be Studied

(July. 2015 Final Report, Adjusted Cost Estimation in March 2015)

#### $F.3 300,000 \text{m}^3/\text{d}$

1	500,000m /u	
	Items	Review (Draft Final Rep. July. 2015)
a.	Water Tariff	$<$ VND 5,050/m $^3$ ( $<$ US\$ 0.237/m $^3$ )
b.	Project Cost	<usd 124.4million="" 3<="" as="" option="" td=""></usd>
c.	O&M Cost	< 2,519VND/m <sup>3</sup> ( $< 0.1185$ US\$ m <sup>3</sup> )
d.	Water Supply and Take	Off-Taker Obligation to take 95%
	or Pay Contract	of produced water to be checked
e.	Loan Interest Rate	<4.0%/Year (Direct)
f.	Loan Tenor	2.5(Construction)+20Years

#### F.4 2x150,000m<sup>3</sup>/d (Phase1 + Phase2)

	ZXISO,000III /U (I Hasci	I Husea)	,
	Items	Phase 1 (Final Rep. July. 2015)	Phase2 (Final Rep. July. 2015)
a.	Water Tariff	$<$ VND 5,690/m $^3$ ( $<$ 0.268US\$ /m $^3$ )	< VND 4,590/m <sup>3</sup> (< 0.216US\$ /m <sup>3</sup> )
g.	Project Cost	<usd72.5million 3<="" as="" option="" td=""><td><usd51.9million 3<="" as="" option="" td=""></usd51.9million></td></usd72.5million>	<usd51.9million 3<="" as="" option="" td=""></usd51.9million>
h.	O&M Cost	<2,743VND /m <sup>3</sup> (<0.1291US\$ m <sup>3</sup> )	<2,324VND /m <sup>3</sup> (<0.1093US\$ m <sup>3</sup> )
i.	Water Supply and Take or Pay Contract	Off-Taker Obligation to take 95% of produced water to be checked	Off-Taker Obligation to take 95% of produced water to be checked
j.	Loan Interest Rate	<4.0%/Year (Direct)	<4.0%/Year (Direct)
k.	Loan Tenor	2.5(Construction)+20Years	2.5(Construction)+20Years

# Appendix 10 - G Risks and Countermeasures in Binh Duong Water Plant Project

#### Phase:

- A. Project Planning & Design Phase: Planning & Design, → SPC Settlement → Equity Procurement → Loan Arrangement,
   B. Construction Phase: Financial Closure, → Commencement → Under Construction → Completion
   C. Commercial Operation Phase: In Operation

NO.	Risk Allocation	Phase	Event	Description	Countermeasures
A. Pro	ject Planning & Design I	Phase			
1	BIWASE/BDPC	Planning & Design	Objection by the local residents etc.	Consensus for implementation of the project cannot be reached.	<ol> <li>Under BOT contract, BDPC is to be responsible for the local residents' issues etc.</li> <li>The residents of the project site and the surrounding area need to have sufficient prior explanation so as to build consensus with them.</li> </ol>
2	BIWASE/BDPC	Planning & Design	Land acquisition failure	Land for the water treatment plant, raw water intake pipelines, and distribution main pipelines cannot be acquired.	<ol> <li>To conduct due diligence concerning land related legislation.</li> <li>Under BOT contract, BDPC is to be responsible for the site preparation and the payment of all necessary acquisition costs.</li> </ol>
3	BIWASE/BDPC	SPC settlement	Acquiring business certificate failure	Investment license cannot be obtained.	<ol> <li>To conduct legal due diligence in relation to necessary permits and approvals.</li> <li>To verify detailed conditions of permits and approvals and requirements, etc. for the project.</li> <li>Under BOT contract, BDPC is to support sponsors and/or the project company to obtain all necessary permits and approvals.</li> </ol>
4	BIWASE/BDPC	SPC settlement	Permissions not available.	Permissions and approvals for the project cannot be obtained (Construction/water resource	<ol> <li>To conduct legal due diligence in relation to necessary permits and approvals.</li> <li>To verify detailed conditions of permits and approvals and requirements, etc. for the project.</li> </ol>

				exploitation right/land use rights etc.)	3. Under BOT contract, BDPC is to support sponsors and/or the project company to obtain all necessary permits and approvals.
5	BIWASE/BDPC	SPC settlement	Acceptance of EIA cannot be reached	EIA report cannot meet Vietnamese environmental Standard.	<ol> <li>To conduct due diligence (To confirm the environmental standard of the country).</li> <li>To conduct Environmental Impact Assessment (EIA) from the early stage.</li> <li>Under BOT contract, BDPC is to support sponsors and/or the project company to obtain permits and approvals</li> </ol>
6	SPC	Equity procurement	Equity cannot be procured	Necessary equity capital commitment cannot be obtained as expected.	<ol> <li>To ensure candidates of sponsors from the early stage.</li> <li>To examine the partners' creditworthiness.</li> <li>To formulate concrete investment principle including capital ratio, an arrangement of voting rights, and number of executives to be dispatched, etc. under the shareholders agreement from the early stage.</li> </ol>
7	SPC	Loan arrangement	Loan cannot be procured	Necessary loan commitment cannot be obtained as expected.	To build the project structure and the financing structure based on the opinions from a potential lender (e.g. JICA).
8	SPC	Loan Arrangement	EIA cannot be accepted	Financial institution's environmental standards cannot be satisfied.	Prior consultation with a potential lender (e.g. JICA).     To check their environmental screening standards.
B. Con	nstruction Phase		P '		
1	SPC/BIWASE/BDPC	Under Construction	Equity cannot be procured	Sponsors cannot contribute necessary amount of equity capital in the necessary	<ol> <li>Under Shareholders Agreement, to formulate a penalty in case of any failure to contribute equity capital.</li> <li>To verify the partners' creditworthiness.</li> </ol>

				timing as agreed in advance.	3. To procure credit enhancement (e.g. guaranty) from the third party.
2	BIWASE/BDPC	Completion	Delay in public scope of work	Delay in the construction of raw water intake pipelines, regulating reservoir, and distribution main pipelines.	<ol> <li>Under Water Purchase Agreement, BIWASE is to be responsible for the construction and the completion of the related infrastructure.</li> <li>Under Water Purchase Agreement, BIWASE shall agree to extend construction period, adjust water charges and bear all costs arising out of it as Government Event.</li> <li>Under BOT contract, BDPC shall agree to extend construction duration and the term of contract as Government Event.</li> </ol>
3	BIWASE/BDPC	Under Construction	Objection by local residents	Rise of protest movement by residents of the project site and the surrounding area during construction period.	<ol> <li>Under BOT contract, BDPC is to be responsible for the local residents' issues as Government Event.</li> <li>Under Water Purchase Agreement, BIWASE shall agree to extend construction period, adjust water charges and bear all costs arising out of it as Government Event.</li> </ol>
4	SPC	Completion	Completion delay caused by the EPC Contractor	Completion delay by EPC Contractor (Except for Government Event and Natural Force Majeure Events).	<ol> <li>Under EPC contract, to procure completion guarantee from EPC contractor on a basis of fixed price and date certain.</li> <li>To set up Liquidated Damages (LD) on EPC contract.</li> <li>To procure private insurance against damage by completion delay and loss of expected profit.</li> <li>To budget sufficient contingency cost.</li> </ol>
5	BIWASE/BDPC	Under Construction	Cost overrun caused by a design change.	Construction cost increase due to design change by the	<ol> <li>To budget sufficient contingency cost.</li> <li>To implement preliminary design through FS, and gain approval from BDPC</li> <li>In case the design change is made by the</li> </ol>

FINAL REPORT

				authority.	authority, extension of construction period and BOT period, etc. needs to be permitted under the BOT Contract.  3. Under Water Purchase Agreement, BIWASE shall agree to extend construction period, adjust water charges and bear all costs arising out of it as Government Event
6	BIWASE/BDPC	Under Construction	Delay and cost overrun by Labor dispute	Labor dispute by construction worker.	Under Water Purchase Agreement, BIWASE shall agree to extend construction period, adjust water charges and bear all costs arising out of it as Government Event.*1  *1. Provided, however, Construction All Risks Insurance may be available in regard to the damage of the equipment.
7	BIWASE/BDPC	Under Construction	Delay and cost overrun by political force majeure	Completion Delay and the damage of equipment made by terrorism and civil conflict.	Under Water Purchase Agreement, BIWASE shall agree to extend construction period, adjust water charges and bear all costs arising out of it as Government Event. *2  *2 Terrorisms, civil conflicts, and war are not likely to be included in the warranty of private insurance.
8	SPC/BIWASE/BDPC	Under Construction	Delay and cost overrun by natural force majeure	Completion delay and the damage of equipment by natural disaster and epidemic.	<ol> <li>To procure private insurance against it.</li> <li>Under Water Purchase Agreement, BIWASE shall agree to extend construction period, adjust water charges and bear all costs arising out of it.</li> </ol>
9	SPC	Under Construction	Destruction of the facilities	Destruction of the facilities caused by accidents and/or fire during the construction period.	<ol> <li>Under EPC contract, EPC contractor is to guarantee the project completion with the conditions of fixed price and the date certain.</li> <li>To procure a necessary insurance for construction.</li> </ol>

10	BIWASE/BDPC	Under Construction	Cultural Property be found	Risk that historically important cultural property is unearthed in the project site.	<ol> <li>To conduct prior investigation if there is any such risks through environmental and/or technical due diligence.</li> <li>For those risks that are impossible to be identified through prior survey, under BOT contract, BDPC is to be responsible for the site related issues as Government Event.,</li> <li>Under Water Purchase Agreement, BIWASE is also to be responsible for the risk as Government</li> </ol>
11	BIWASE/BDPC	Under Construction	Land contamination be found	Soil of the project site is polluted prior to the development stage	<ol> <li>Event.</li> <li>To conduct prior investigation if there is any such risks through environmental and/or technical due diligence.</li> <li>For those risks that are impossible to be identified through prior survey, under BOT contract, BDPC is to be responsible for the site related issues as Government Event.</li> <li>Under Water Purchase Agreement, BIWASE is also to be responsible for the risk as Government Event.</li> </ol>
C. Co	mmercial Operation Phase				
1	SPC	In operation	Technical performance cannot be reached	Facility cannot maintain necessary performance	<ol> <li>To conduct prior sufficient survey on technical capability and creditworthiness of EPC Contractor.</li> <li>Under EPC contract, EPC contractor is to be responsible for the performance of the plant regarding the design and the construction (including post-completion warranty for a certain period).</li> </ol>
2	SPC	In operation	Inappropriate operation	Operation and maintenance cost increase and a damage of the facility caused by an	Under O&M Contract, the operator is to be responsible for its operation and maintenance for the facility.

3	BIWASE/BDPC	In operation	Raw water quality change	inappropriate operation.  Operation and maintenance cost increase caused by the decreased quality of raw water.	<ol> <li>To make a contract of technical support with some technical advisor as needed.</li> <li>To specify a quality level of raw water under Water Purchase Agreement.</li> <li>Under Water Purchase Agreement, BIWASE is to be responsible for the risk as Government</li> </ol>
4	BIWASE/BDPC	In operation	Labor dispute	Interruption of operation caused by the labor dispute	Event.  For those risks that are impossible to be identified through prior survey, under Water Purchase Agreement, BIWASE is to be responsible for the risk as Government Event.
5	SPC	In operation	Operation and Maintenance provider's capability change	Interruption of operation by the bankruptcy of the Operation and Maintenance provider, or beach of contract.	<ol> <li>To conduct prior investigation of the operator's capability, experience for the technology for this type of projects, and creditworthiness.</li> <li>The operator is to provide performance guarantee as needed.</li> </ol>
6	SPC/BIWASE/BDPC	In operation	Accident in operation	Interruption of operation caused by operational accident.	<ol> <li>To procure private insurance.</li> <li>Under Water Purchase Agreement, BIWASE is to be responsible for the risk as Natural Force Majeure Event, to the extent not to be covered by private insurance.</li> </ol>
7	BIWASE/BDPC	In operation	Raw water shortage	Raw water cannot be delivered for some reasons such as drought or contamination of water source	<ol> <li>Under Water Purchase Agreement, BIWASE is to be responsible for the risk as Government Event or Natural Force Majeure Event.</li> <li>To make Off-Taker's payment available, Take-or-Pay contract to be agreed in the Water Purchase Agreement.</li> </ol>
8	BIWASE/BDPC	In operation	Electric power failure (Black out)	Interruption of operation by electric power failure (events occurred for reasons which is	Under BOT contract, BDPC is to be responsible for the obligation of electric power supplier under Electric Purchase Contract.

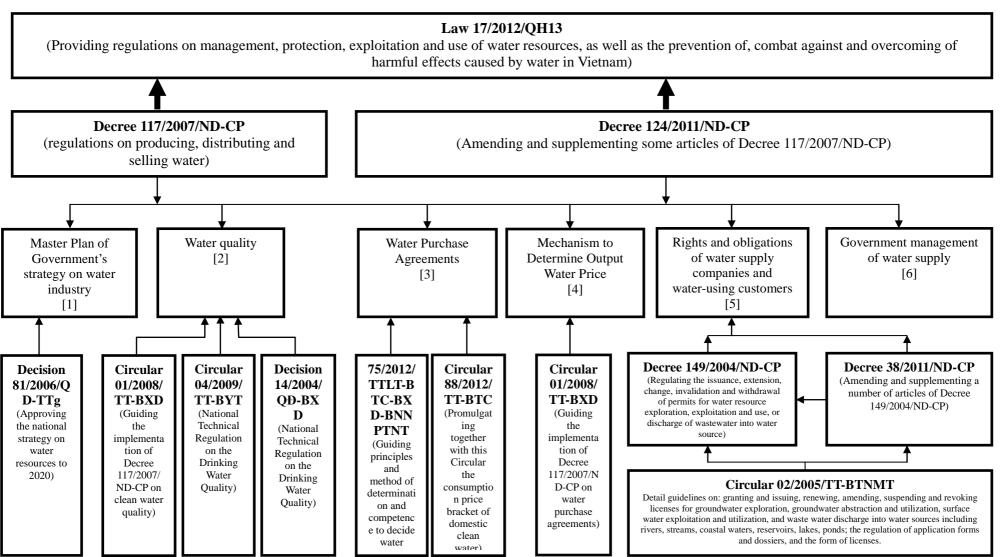
				not with SPC's fault)	Any such failure will be a breach of agreement and be treated as Government Event.  2. Under Water Purchase Agreement, BIWASE is also to be responsible for the risk as Government Event
9	BIWASE/BDPC	In operation	Prices of good for operation goes higher.	Operating cost increase caused by fluctuation of price of goods for operation.	Water Tariff covering operating cost is to be subject to inflation adjustment under Water Purchase Agreement.
10	BIWASE/BDPC	In operation	Water demand decrease	Decreased revenue caused by less water demand than expected.	<ol> <li>Availability payment needs to be made based on the availability of the plant under Water Purchase Agreement.</li> <li>Contractual period of Water Purchase Agreement is set to be consistent with that of BOT Contract.</li> </ol>
11	BIWASE/BDPC	In operation	Payment delay by BIWASE	Decreased revenue caused by payment delay by BIWASE	To investigate BIWASE's creditworthiness thoroughly.     To consider security package such as escrow accounts as needed.
12	BIWASE/BDPC	In operation	Devaluation of Vietnamese Dong	Currency exchange loss caused by devaluation of Vietnamese Dong	Under Water Purchase Agreement, water tariff is to be set to allow an adjustment to reflect the change in foreign exchange rate between local currency and investment currency.
13	BDPC	In operation	Regulation change	Incurring additional cost caused by new regulation.	<ol> <li>Under BOT contract, BDPC is to be responsible for the risk as Government Event.</li> <li>Under BOT contract, in case Project Company incurs any loss by the regulation change, BDPC is to be responsible for paying the cost.</li> </ol>
14	BDPC	In operation	Tax law change	Unexpected new tax imposition due to the change	is to be responsible for paying the cost.  1. Under BOT contract, BDPC is to take the risk as Government Event.  2. Under BOT contract, BDPC is to take

10G - 7

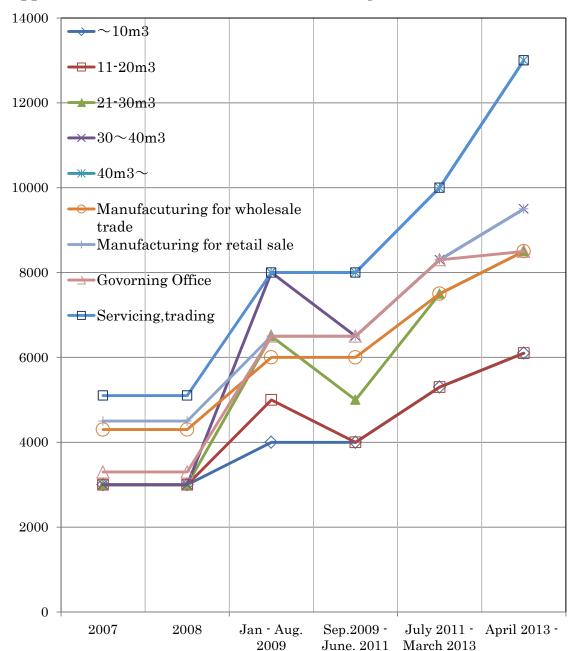
FIN
INAL I
REP
ORT

				in tax law		responsibility to pay the cost in case Project
						Company incurs any loss by the change in tax
						law.
			Heavy maintenance	Heavy maintenance cost	1.	To set water tariff taking it into consideration of
15	SPC	In operation	cycle accelerated	increase by accelerated		heavy maintenance cost of facility.
		ти орогиион		maintenance cycle.	2.	To budget sufficient reserve for heavy
						maintenance.

#### Appendix 11 – A Laws and Regulations for Water Supply Service



# Appendix 11 - B Water Tariff in Binh Duong



# **Appendix11-C Term Sheet For BOT Contract – North Binh Duong Water Treatment Plant Project**

1	DEFINITIONS AND	INTERPRETATION
1.1	BOT Contract	Being this BOT contract (Contract) for building, operating and transfer of a water treatment plant with the design capacity of 150,000 m3/ day at the Project Site.
1.2	Project	Being the BOT Project to construct and operate of a water treatment plant with the design capacity of 150,000 m3/ day at the Project Site under BOT regulations and the terms and conditions of this Contract.
1.3	Project Company	Being the BOT company to be established to implement this Project.
1.4	Laws and regulations	Unless otherwise specified, being Vietnamese laws and regulations.
1.5	Investors	Being shareholders of the Project Company, including: [TBD]
1.6	Facilities	Main facilities to be constructed under the Project as specified under Article 4.1 of this Contract.
1.7	Financial Plan	Being the plan of expected project revenue and costs as detailed in Article 6.4 of this Contract.
1.8	Project Site	The land area of square meter is located at Chanh Phu Hoa Commune, Ben Cat District, Binh Duong Province, Vietnam.
1.9	Vietnam Key Project Contracts	Vietnam Key Project Contracts include:  Water Purchase Agreement (WPA) to be signed between Project Company and Binh Duong Water Supply Sewerage – Environment Co.,Ltd (BIWASE) which shall include procurement of raw water.  Land Lease Contract: contract to be signed between Project Company and Binh Duong People Committee (BDPC) in relation to the leasing of the land area at Chanh Phu Hoa Commune, Ben Cat District, Binh Duong Province to the Project Company to implement the Project.  Electricity purchase contract: contract to be signed between Project Company and Binh Duong Power Company in relation to electricity supply for the Project.

		this Contract
2	PROJECT OBJECT	IVES
2.1	Project Objective	To provide treated water for households and business of the Binh Duong New City, a new urban zone which is being developed and expected to have the population of approximate [500,000] people. Treated water will be off-taken and distributed to the end-users by BIWASE.
3	PROJECT LOCATION	ON AND DURATION
3.1	Project Location	Project's Facilities will be constructed on the land area of square meter is located at Chanh Phu Hoa Commune, Ben Cat District, Binh Duong Province, Vietnam.
3.2	Project Duration and Schedule	Unless the project is extended as stipulated under Article 16.2 of this Contract or terminated early as stipulated under Article 16.3 of this Contract, the duration of the Project is years from the date when the Project Company receives the Investment Certificate and the Project Site has been handed over (including by way of lease, the same hereinafter) to the Project Company.  Detailed tentative schedule of Project implementation is as follows:  Expected date of Investment Certificate and land lease: [TBD]  Construction period: [TBD]  Trial operation: [TBD]  Commercial Operate Date (COD): [TBD]  Transfer Date: [TBD]
4	SCOPE, DESIGN SO	LUTION AND TECHNICAL STANDARDS OF PROJECT FACILITIES
4.1	Scope of Facilities	Main facilities to be constructed under the Project includes:  A pumping station at the intake point A water treatment plant with the design capacity of [150,000 m3/ day].
4.2	Design Solution	[TBD]
4.3	Requirements on Design	The Project Company will apply three-step designing: basic designing, technical designing, working drawing designing.

		The designs must comply with provisions of all relevant regulations i.e. Decree 12/2009/ND-CP of the Vietnamese Government (Government) on management of investment projects on the construction works dated 12 February 2009.
		The designs of the Facilities will be approved by the BDPC prior to construction.
4.4	Technical Standards of Facilities	The Facilities must meet all the relevant Vietnamese technical standards applicable to industrial construction works, specifically: [TBD]
4.5	Requirement on Quality of Facilities	Project Facilities must be constructed and finished in accordance with the quality standards stipulated in this Contract, the designs approved by the BDPC and other laws and regulations.
4.6	Selection of Design Consultant, Construction	The Project Company will be self-responsible for selection of a competent design consultant(s), a construction contractor(s) and other consultants and contractors required for the constructions of the Facilities.
	Contractors and other Consultants/ Contractors	Decisions with regard to selection of consultants and/or contractors must be notified to the BDPC as stipulated under Article 29 of Decree 108/2009/NĐ-CP.
4.7	Supervision Rights of BDPC	During the construction stage, BDPC shall have the rights to inspect and monitor the quality of construction works performed by the Project Company and its contractors.
		BDPC can engage an independent organization in order to perform its rights to inspect and supervise the Project Company's construction works during design, construction and operation stage of the Project.
		In case the results of inspection or supervision prove that quality of the design or construction works is not up to the required standards due to the fault of the Project Company or the contractors chosen by the Project Company, all inspection, supervision fee will be charged to the Project Company. If not, this fee will be borne by BDPC and will be calculated as expenditures of the State under the regulations of Decree No. 108/2009/ND-CP and the guidance of the Ministry of Finance. The inspection or supervision of BDPC must comply with provisions of Article 63 of Decree No. 108/2009/ND-CP and the provisions of the Law on Construction.
		All costs to remedy the quality of the construction works due to the fault of the Project Company or the Project Company's contractors including construction, procurement, or installation contractors or the Project Company's consultants will be borne by the Project Company and not included in the Project's Financial Plan (for calculation of water tariff).
5	PRODUCTION TECH	NOLOGY AND REQIREMENT ON QUALITY OF TREATED WATER

5.1	Production Technology	[TBD]
5.2	Requirement on Quality of Treated Water	The treated water of the Project Company must meet the quality standards of drinking water as stipulated under Circular 04/2009/TT-BYT issued by the Vietnamese Ministry of Health.
6	INVESTMENT CAPITAL AND FINANCIAL PLAN	
6.1	Total investment capital	Total investment capital of the Project is USD, of which:
		The total investment capital of the Project might be adjusted in the following circumstances:
		<ul> <li>There is unexpected significant fluctuation of prices of goods and services consumed by the Project;</li> <li>Other circumstances prescribed under Vietnamese laws and regulations or under other terms and conditions of this Contract.</li> </ul>
6.2	Sources and Structure of Investment Capital	The Project's investment capital will consist of equity capital of the Project Company and loan capital from the Project's Lender(s).
		The Project Company is responsible for arranging the necessary capital sources to implement the Project as stipulated under Article 5 (1) of Decree 108/2009/ND-CP. The Project Company must commit to arrange the capital sources as per the capital arrangement schedule agreed in this Contract and is responsible for registering for any necessary adjustment of the total investment capital.
		The total investment capital is structured as follows:  Equity capital: USD (%)
		Loan capital: USD (%)
		The capital needed for the construction of the Facilities is structured as follows:  Equity capital: USD (%)  Loan capital: USD (%).
6.3	Financial Capacity	The equity capital of the Project Company consists of charter capital and other lawful source of equity capital. The schedule for the Investors to make equity capital contribution into the Project Company is as follows:
		■ Upon the Project Company's receipt of Investment Certificate:

		•
		With regard to the loan capital portion, the Project Company shall enter into Loan Agreements and ensure that loan capital shall be disbursed from time to time to enable the timely implementation of the Project Schedule.
		The Investors shall have the right to provide the Lenders with securities for [repayment] including; a) assignment, mortgage and/or pledge of their charter capital and their interests in this contract and b) assignment, mortgage and/or pledge of their rights under the government guarantee.
		Further, the Project Company shall have the right to provide the Lenders with securities for repayment including; a)movable assets, b)land and land use rights, c)project contracts, d) income streams under any of project contracts, e) domestic and overseas bank accounts, and f) others reasonably required by financing parties.
		BDPC, within its authority, shall procure all necessary authorizations for the purpose of providing securities required under financing documents.
6.4	Financial Plan for Capital Recovery and Profit Generation	Source of Revenue BDPC guarantees that BIWASE will off-take the entire volume of [TBD] m3 of treated water produced by the Project Company through a Water Purchase Agreement to be entered between the Project Company and BIWASE.
		Main source of revenue of the Project Company will be the water tariff charged to BIWASE, which will be determined as follows:
		<ul> <li>✓ Availability Payment consisting of:</li> <li>1) Capital Cost Recovery Payment,</li> <li>2) Fixed O&amp;M Payment, and</li> <li>3) Fixed Power Payment</li> </ul>
		<ul> <li>✓ Output Payment consisting of:</li> <li>1) Variable O&amp;M Payment, and</li> <li>2) Variable Power Payment</li> </ul>
		[Costs of Investment and Operation Costs of investment and cost of operation and maintenance of the Project are as follows:

		<ul><li>Land resettlement and clearance costs:</li><li>Costs of construction:</li></ul>
		<ul> <li>Annual operation costs:</li> <li>Annual maintenance costs:</li> <li>]</li> </ul>
7	HANDING-OVER	OF PROJECT SITE
7.1	Handing-over of Project Site	BDPC shall be responsible for resettlement of inhabitants out of site to construct the raw water pipeline and the Project Site and for land clearance at its own expense (including but not limited to costs of land compensation, resettlement and clearance) as stipulated under Article 6 (2, 3) of Decree 108/2009/ND-CP.  BDPC undertakes to hand-over the clean Project Site ready for construction works 90 days prior to the scheduled date of construction commencement as agreed under Article 3.2 of this Contract.  After the land required for the Project Site have been handed-over to the Project Company but the Project Company fails to meet the agreed construction schedule as agreed under Article 9.1 of this Contract or uses the handed-over land for purposes other than the approved purpose of this Contract, both the concerning land area and the Project Company's Investment Certificate shall be revoked as stipulated under the Law on Land and Law on Investment.  The Project Company is responsible for complying with the Law on land and other relevant regulations with regard to the land area of the Project.  During the construction and operation stage of the Project, BDPC has the rights to supervise the use of land and of construction works on the land area of the Project, including supervision of the construction and installation of all technical systems on the concerning land area.
8	PROVISIONS ON 1	ENVIRONMENTAL PROTECTION
8.1	Provisions on environmental protection	During the construction and operation of the Project, the Project Company has to implement environmental protection methods in accordance with the regulations of the Law Environmental Protection and the Law on Construction Law and with contents of the Environment Impact Assessment Report appraised and approved by the competent authority.
		During the duration of the Project, the Project Company is also subject to the control and supervision of the environmental protection authority.

		The Project Company is responsible to cooperate with authorized state agencies in preventing the following actions:
		Preventing individuals or organizations from discharging waste polluting air, water or dumping solid waste, hazardous waste on the land area which has been assigned to the Project Company or from having other behaviors negatively affecting the environment or causing damage to the Project Company, delaying or affecting the construction or operation of the Project.
		<ul> <li>Polluting the environment, causing an event, a condition, or a situation impeding the construction or operation of the Project or hindering the Project Company from complying with environmental regulations or standards.</li> </ul>
9	TIMELINE AND CON	STRUCTION SCHEDULE OF PROJECT FACILITIES
9.1	Commencement of Construction	Providing that the Project Company will receive the Investment Certificate by and Project Site will be hand over to Project Company on, and all the conditions precedent is satisfied (or waived) under the WPA, the construction of the Project Facilities shall commence on [TBD]
9.2	Completion of Construction	The Project Company shall complete the construction and trial operation of the Facilities within [TBD] months from the date of commencement of construction, unless the construction schedule is adjusted in accordance with Article 9.3 of this Contract.
9.3	Adjustment of Construction Schedule	The construction duration as mentioned in Article 9.2 of this Contract shall be extended under the following circumstances:
		Force Majeure Events as stipulated under Article 15.1 of this Contract;
		• The approved design is changed as per the request of competent authority, resulting in an adjusted total investment capital;
		<ul> <li>Serious incidents occur during the construction process, not due to the mistakes of the Project Company or its contractors/ consultants;</li> </ul>
		The land area of the Project is not handed over to the Project Company as scheduled under Article 7.1 of this Contract.
		<ul> <li>Other unexpected circumstances considered and approved by BDPC.</li> </ul>
		In the above circumstances, the extended construction schedule will be discussed and agreed between BDPC and the Project Company.

10	PROVISIONS ON A THE PROJECT FAC	PPRAISAL, OPERATION, MAINTENANCE AND COMMERCIAL EXPLOITATION OF CILITIES
10. 1	Rights of Project Company	During the operation of the Project, the Project Company is entitled to have rights as stipulated in Decree No.108/2009/ND-CP, specifically as follows:
		<ul> <li>The Project Company has the rights to operate, exploit and maintain the Facilities under the provisions of relevant laws and regulations and the terms and conditions of this Contract until the Facilities are transferred in accordance with Article 11 of this Contract.</li> <li>The Project Company has the rights to decide its organizational structure, management and operation practices,</li> </ul>
		providing that those are not contrary to the provisions of existing laws and regulations and the terms and conditions of this Contract.  The Project Company can self-operate and manage the Facilities or engages a contractor(s) to operate and manage
		the Facilities.
		repairs.
		• In an emergency situation where the Facilities' operation needs to be suspended for remedial works to be taken, the Project Company can suspend the operation of the Facilities and inform BDPC within 24 hours since having decision to suspend.
10. 2	Obligations of Project Company	During the operation stage of the Project, the Project Company is obligated to:
	T. I.	<ul> <li>Operate, and manage the Facilities in accordance with relevant laws and regulations and the terms and conditions of this Contract;</li> </ul>
		<ul> <li>Make available water capacity and water output to BIWASE;</li> <li>Conduct necessary periodical maintenance to ensure that the Facilities can function properly during the project</li> </ul>
		duration and upon transfer;
		<ul> <li>Submit periodic reports in accordance with the relevant laws and regulations;</li> <li>Procure and maintain required insurance (all risks insurance, machinery breakdown, business interruption and any other insurance required under relevant laws and regulations);</li> </ul>
		<ul> <li>Pay all taxes and other fees in accordance with the relevant taxation regime;</li> <li>Transfer the Facilities without reimbursement upon the expiry of this Contract.</li> </ul>

1.0	l n	
10.	Rights of BDPC	The rights of BDPC during the operation of the Project are as follows:
3		<ul> <li>During the operation of the Project, BDPC has the rights to inspect and supervise the implementation of Project Company's obligations with regard to operation and maintenance of the Facilities as stipulated under Article 10.2 of this Contract.</li> <li>BDPC, at its own discretion, can assign or authorize in written for one or more organization directly under BDPC to implement BDPC's inspection/ supervision rights. In this case, BDPC shall notify Project Company about its assignment or authorization.</li> <li>During the operation stage, BDPC has the rights to suspend the operation of any Facilities and require the Project Company to repair such Facility if serious quality issues are identified.</li> <li>BDPC is entitled to get periodic reports from Project Company.</li> <li>BDPC is entitled to receive the transfer of BOT project upon the expiration of this Contract.</li> </ul>
10.	Obligations of BDPC	The obligations of BDPC during the operation of the Project are as follows:
4		<ul> <li>Respect and assist the Project Company in performing its rights and obligations as stipulated under Article 10.1 and 10.2 of this Contract;</li> <li>Comply and fulfill other obligations stipulated in this Contract and the relevant laws and regulations;</li> <li>Cause BIWASE to:         <ul> <li>i) complete pipeline facilities by the relevant milestone date,</li> <li>ii) ensure the maintenance of such facility,</li> <li>iii) ensure connection to the Project Company, and</li> <li>iv) ensure providing raw water to the Project Company (raw water shall meet certain quality and quantity);</li> </ul> </li> <li>Ensure the connection and supply of other necessary utilities including electricity; and</li> <li>Ensure that the Project Company acquires and maintains all the required licenses and approvals to construct, operate and maintain the Facilities and perform its rights and obligations under this Contract.</li> </ul>
11	TRANSFER OF PROJ	ECT FACILITIES
11.	Responsibility for	Upon the expiry of this Contract as stipulated under Article 16.1 of this Contract, the Project Company must transfer,
1	transfer and receipt of the Facilities	without being compensated, the Facilities, together with all the technical documents concerning the operation and management of the Facilities to BDPC or an authorized organization appointed by BDPC or the Government.

11. 2	Conditions of the Facilities	Upon the transfer, it is the responsibility of the Project Company to ensure that the Facilities must meet the following conditions:
		<ul> <li>All Facilities must be able to operate normally and in compliance with the approved design.</li> <li>The actual remaining quality of the Facilities must match with the remaining book value of Facilities, which is calculated in accordance with the depreciation rates in the approved Financial Plan.</li> <li>BDPC or the authorized organization shall have the rights to inspect the quality, value and practical conditions of the Facilities prior to transfer. If any damage is identified, BDPC can request the Project Company, at its own expenses, to conduct necessary remedy work before the Facilities are transferred.</li> </ul>
11.	Transfer Procedures	The procedures for transfer of the Facilities are as follows:
		<ul> <li>One year before the date of transfer, the Project Company must publish on newspapers about such transfer and issues relating to procedures and time limit for liquidation of contracts and payment of debts to third parties;</li> <li>BDPC or an organization authorized by BDPC or the Government shall inspect the quality, value and practical conditions of the Facilities. If any damage is identified, BDPC can request the Project Company, at its own expenses, to conduct necessary remedy work before the Facilities are transferred.</li> <li>The Project Company shall ensure that at the point of transfer, the Facilities are neither used as assets for guaranteeing the fulfillment of financial obligations nor mortgaged or pledged for securing the fulfillment of other obligations of the Project Company or its Investors, unless otherwise agreed under the terms and conditions of this Contract;</li> <li>Together with the transfer of the Facilities, the Project Company shall transfer the technology and provide adequate training, on a no cost basis, to the personnel of BDPC or the organization authorized by BDPC or the Government to operate and manage the Facilities.</li> </ul>
12	INVESTMENT INCE	ENTIVES AND GUARANTEES
12. 1	Tax Incentives	The Project Company shall enjoy all tax incentives applicable for a water treatment plant project and for a BOT project, specifically as follows:  The Project Company will pay corporate income tax at the rate of 10% for 30 years from the first revenue generation year and will enjoy 4 year of corporate income tax exemption and subsequent 9 year of 50% corporate income tax reduction as stipulated under Article 15 (1,2) and Article 16 (1) of Decree 124/2008/ND-CP.  Imports of the Project Company or the Project Company's contractors will be exempt from import duty as

		stipulated under Article 12 (6) and Article 12 (14) of Decree 87/2010/NĐ-CP.  Other tax incentives available for a water treatment plant project and a BOT project under the Vietnamese tax laws and regulations.
12. 2	Land rental	The Project Company is exempt from paying land rental during the whole duration of the Project (including any extended duration as stipulated under Article 16.2 of this Contract) as stipulated under Article 38 (3) of Decree 108/2009/NĐ-CP.
12. 3	Capital and Asset Guarantee	During the duration of this Contract, Investors' investment capital and lawful assets will not be nationalized or confiscated through administrative measures.
		When it is necessary for the Parties to terminate this Contract prior to the agreed duration stipulated under Article 16.3 of this Contract, the Investors [and financing party] will be entitled to receive the transfer payment calculated as stipulated under Article 16.5 of this Contract.
12.	Guarantee for	BDPC shall guarantee the obligations of BIWASE under the WPA (BDPC Guarantee).
4	BIWASE's obligations	BDPC shall assist the Project Company to obtain guarantee from the Government guaranteeing the obligations of BDPC under the BDPC Guarantee and this Contract.
12.	Guarantee for the rights	BDPC shall assist the Project Company to obtain a guarantee from a the State Bank of Vietnam or the Government
5	to purchase foreign currency	that the Project Company shall be given necessary support from the State Bank of Vietnam to or to make converting bank (to be determined among the parties hereto) i) convert its revenue into a foreign currency for its constructions or operation purposes or for its shareholders' profit or capital remittance purposes and ii) make remittance to overseas.
12.	Guarantee in case of	In case a new law or regulation is issued or an existing law or regulation is renewed, amended or changed in any other
6	changes in laws and regulations	way, providing more favorable incentives or treatments compared to those that the Project Company has been granted, [BDPC shall ensure that and BDPC shall make its best efforts to cause the Government to ensure that ]the Project Company is entitled to apply such more favorable incentives from the effective date of the concerning new law or regulation.
		In case a new law or regulation is issued or an existing law or regulation is renewed, amended or changed in any other way, which negatively affects the lawful interests of the Project Company and/or the Project Company's Investors, then [BDPC shall ensure that and BDPC shall make its best efforts to cause the Government to ensure that] it is guaranteed the that the incentives given to the Project Company and/or the Project Company's Investors will be maintained the same as stipulated under this Contract and/or the Project Company's Investment Certificate. Otherwise,

		the interests of the Project Company and/or the Project Company's investors will be protected using either of the following methods:
		<ul> <li>Adjustment of the water tariff;</li> </ul>
		Extending the duration of this Contract;
		Incurred losses will be deductible against taxable incomes;
		Direct compensation of the State Budget; or  Direct compensation of the State Budget; or
		<ul> <li>Project Company's terminating this Contract prior to expiry date and receiving compensation as stipulated under Article 16.3 and 16.5 of this Contract.</li> </ul>
13	CONTRACT AMEND	MENT AND/ OR SUPPLEMENTATION
13.	Circumstances for	Parties to this Contract agree that the following cases are considered as circumstances, under which this Contract will
1	Contract Amendment	need to be amended/ supplemented:
	and/or Supplementation	
		<ul> <li>Change in scale, technical standards or total investment capital as per requirement of BDPC;</li> </ul>
		■ The actual costs of constructions is different from the costs planned and agreed under this Contract;
		Any changes in the BOT law and regulations which affects the capital recovery and expected profit of the Project Company and its investors;
		Other circumstances as stipulated under other terms and conditions of this Contract; and
		Other circumstances as proposed by one Party and accepted by the other Party.
13.	Content of Contract Amendment and/or Supplementation	Where circumstances for contract amendment/ supplementation occur, the following changes to the content of this Contract might be considered and agreed between the Parties to ensure the reasonable rights and interests of the parties are protected:
		<ul> <li>Extending the contract duration if the circumstances are in accordance with Article 16.2 of this Contract;</li> <li>Adjusting the Financial Plan;</li> </ul>
		<ul> <li>Applying a specific support policy if approved by the Government; and</li> </ul>
		Another approach proposed by one Party and be accepted by other Party but must not be contrary to the laws and regulations.
		Terms and conditions of this Contract can be directly amended or the two Parties can sign an Annex or Appendix to the Contract to reflect the amended/ supplemented content.

13.	Procedures for Contract	Any amendments and supplements to the Contract or to any annex of the Contract shall be carried out following the
3	Amendment and/or	following procedures:
	Supplementation	
		<ul> <li>The Party requesting for contract amendment or supplementation to the Contract or annexes of the Contract has to inform the other party of its intent to amend, supplement the Contract and draft the amended, supplemented content at least 30 days (thirty days) prior to the expected effective date of the amendment or supplementation.</li> <li>Within 30 days of receiving of the notification and draft amended/ supplemented content, the other Party must reply to the request.</li> <li>In case the proposed amended or supplemented content is agreed, within 30 days, the parties will negotiate and decide on these amendments and supplements.</li> <li>The amendments or supplements as mentioned above shall take effect after being approved by the legal representatives of the two Parties.</li> <li>In case these amendments or supplementations need to be approved by the Government or a competent authority, these amendments or supplementations will only take effect when the approval of the Government or competent state agencies is obtained and becomes effective.</li> <li>In all situations, the terms and provisions of this contract that have not been amended and supplemented shall remain in full effect and are legally binding on both Parties.</li> </ul>
14	TRANSFER OF RIGHT	TS AND OBLIGATIONS OF THE BOT CONTRACT
14.	Transfer of equity capital of Investors	The Investors of the Project Company can, at its own discretion, transfer part or whole of its paid-in equity capital in the Project Company as stipulated under the Law on Investment and other relevant laws and regulations.
14. 2	Transfer of rights and obligations of the Contract	After receiving an Investment Certificate, the Project Company can assign part or whole if its rights and obligations under the Contract to a third party (including its lenders) following the following provisions:
		The transfer must not affect the objectives, scope, technical standards, project's implementation schedule and terms and conditions of this Contract.
		■ The transfer must be approved by BDPC and other competent authority, if required under the laws and regulations.
		The Project Company is responsible for reporting on the progress of the Project up to the date of the intended transfer, and for submitting proposals for the transfer, drafting the transfer contract, and other necessary documents to BDPC and for considering and approving the transfer.
		• The Project Company is responsible for conducting necessary procedures to ensure that the third party (transferee)

		<ul> <li>will fulfill all rights and obligations transferred from the Project Company in relation to the signed Contract.</li> <li>The parties to the transfer must comply with the terms and conditions of this Contract and conditions and procedures stipulated in the Law on investment, Law on Construction and other related laws and regulations.</li> </ul>		
15	EVENTS OF FORCE MAJEURE			
15. 1	Cases of force majeure and principle to define force majeure events.	Force majeure events can be categorized as A)natural force majeure, B)government event and C)foreign political event.  A. Natural force majeure events		
		Any events that wholly or partly or unavoidably delays a party in the performance of its obligations to the extent that such events		
		<ol> <li>actually prevent the affected party's performance;</li> <li>are not within the reasonable control of the affected party; and</li> <li>The force majeure events include, but not limited to:         <ul> <li>epidemic, plague or quarantine etc.,</li> <li>explosion, accident, contamination, ionizing radiation or fire etc.,</li> </ul> </li> </ol>		
		<ul> <li>unusually severe weather (lightning, typhoons, floods, droughts) and/or, falling from sky (meteorites, devices, etc.)</li> <li>accidents of navigation, air crash, shipwreck, train wreck etc.,</li> <li>any failure of a contractor (EPC /O&amp;M) caused by natural force majeure, and</li> <li>any event of a nature analogous to any of the foregoing.</li> </ul>		
		B. Government events		
		Any of the following events which occurs within Vietnam or directly involves Governments and/or local governments and which adversely affects Project Company, including but not limited to:		
		<ul> <li>acts of war, invasion, actions of terrorists, etc., which acts are in or involve Vietnam,</li> <li>strikes, work to rule actions, etc., such as similar labor difficulties,</li> <li>inability of the Project Company to obtain any government authorization,</li> <li>any Vietnam key project counterparties repudiating the relevant key project contract,</li> <li>any failure to perform by a Vietnam key project counterparties (except for Project Company's default),</li> </ul>		

r r	
	<ul> <li>any failure of a contractor (EPC / O&amp;M) caused by the government events,</li> <li>the Government failing to perform any of its material obligations under the government guarantee,</li> <li>issuance of an order denying the validity of any project contract by any authorized state body and any event of a nature analogous to any of the foregoing</li> <li>repudiation by a Vietnam state body</li> <li>nationalization /termination of the project by any Vietnam state body</li> <li>any failure of the Vietnamese customs to clear and release equipment required for the construction</li> <li>any site condition risks including; a) discovery on the site of any unexploded ordnance or historical find, b)site contamination, and/or c)Vietnam state body causing any pollution to the site</li> <li>any failure or delay in supply of raw water within agreed quality and quantity level</li> <li>any government event materially affecting the performance of Vietnam project counterparties</li> <li>any event of circumstance of a nature analogues to any of the foregoing.</li> </ul>
	<ul> <li>C. Foreign political events</li> <li>Any of the following events which occurs outside Vietnam and does not directly involve Vietnam but adversely affects Project Company, including but not limited to:</li> <li>act of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act of terrorism, or politically motivated sabotage or kidnapping in each case outside Vietnam,</li> <li>strikes, work to rule actions, go slows or other similar labor difficulties that occur outside Vietnam,</li> <li>any failure of a contractor (EPC /O&amp;M) caused by foreign political event,</li> <li>any event of a nature analogous to any of the foregoing.</li> </ul>
15. Consequences, rights and obligations of force majeure events.	In case the Project Company faces one of the events or BDPC faces a natural force majeure events listed under Article 15.1 above (government events and foreign political events is not considered as force majeure events for BDPC), which hinders or delay the concerning Party from timely fulfilling its obligations under this Contract, such Party must inform the other Party no later than 72 hours from the point when the event occurs.  The Party affected by a force majeure event must not suspend the implementation of its obligations for a scale or a timeframe greater than the ones affected by the force majeure events. Such party will also use all of its reasonable effort to continue its obligations under this Contract as soon as practicable.  The Party affected by a force majeure event can terminate this Contract following the provisions of Article 16 of this Contract.

16	TERM AND TERMIN	ATION OF CONTRACT
16. 1	Term of Contract	This Contract shall become effective from the date of the Project Company's Investment Certificate until (Date of Contract Expiry) unless the term of the Contract is extended as stipulated under Article 16.2 or the Contract is terminated early under the circumstances as stipulated under Article 16.2 of this Contract.  Rights and obligations of the Parties upon the expiry of Contract are as mentioned under Article 16.4 of this Contract.
16. 2	Extension of Contract Term	<ul> <li>The total investment capital of the Project is adjusted as stipulated under Article 6.1 of this Contract.</li> <li>The construction duration is extended as stipulated under Article 9.3 of this Contract. In this case, the term of the contract will be extended corresponding to the extended construction period agreed by the Parties.</li> <li>Force Major Events as stipulated under Article 15.1 of this Contract, under which the Project is suspended. In this case, the term of the Contract can be extended corresponding to the time needed to recover the normal operation of the Project Company.</li> <li>Where changes in laws and regulations negatively affects the lawful interests of the Project Company and/or the Project Company's Investors and contract extension is agreed to be the method to protect the interests of the Project Company and/or the Project Company's Investors as stipulated under Article 12.6 of this Contract.</li> <li>Other unexpected circumstances affecting the recovery of investment or profit generation of the Project Company but not reflected in the formula to determine water tariff.</li> <li>The length of the extended term of Contract shall be agreed between the Parties upon the occurrence of the above</li> </ul>
16. 3	Early Termination	Circumstances.  The procedures to extend the term of the Contract shall be in accordance with Article 13.3 of this Contract.  BDPC can send a request to terminate this Contract prior to the Date of Contract Expiry as stipulated under Article 16.1 if the Project Company is in a default situation and such default situation is not effectively remedied within [180] days after receiving a BDPC's notice and a request to remedies a default situation.

The Project Company's default situations include:

- The Project Company fails to comply with any material provision of Contract or the Water Purchase Agreement.
- Payment default by the Project Company's Investors including necessary capital contribution.
- Termination of Vietnam Key Project Contracts caused by a material breach by the Project Company.

The Project Company can also send a request to terminate this Contract prior to the Date of Contract Expiry as stipulated under Article 16.1 of this Contract:

- if the consequences of a force majeure event as defined under Article 15.1 cannot be remedied within [180] days after all reasonable efforts of the Party; or
- There exists a default situation of BDPC or other Vietnamese counterparties and such default situation is not effectively remedied within [180] days after the Project Company sends a notice and a request to remedies a default situation to BDPC.
- A. The Vietnam side's default situations include:
- Occurrence of one or more Government Event as stipulated under Article 15.1;
- BDPC fails to comply with any material provision of this Contract (including the guarantee obligations in case of change in laws under Article 12.6);
- BIWASE fails to comply with any material provision of the Water Purchase Agreement
- Payments default by BIWASE unless BDPC pays the due water tariff on behalf of BIWASE as stipulated under Article 12.4 of this Contract.
- Termination of Vietnam key project contracts except because of a material breach by the Project Company.

In case the Contract is terminated prior to the Date of Contract Expiry, the Project Company will transfer the Construction in Progress/ the Facilities to BDPC and will receive a compensation payment from BDPC.

The conditions and procedures for transferring the Facilities will be in accordance with Article 11.2 and Article 11.3 of this Contract.

The compensation payment receivable by the Project Company will be calculated as stipulated under Article 16.5 of this Contract.

16. 4	Lenders' Step-in Right in case of Early Termination	BDPC shall not, upon a Project Company's default, terminate this Contract without first complying with its obligations as acknowledged among the necessary parties as a lenders' step-in right.  BDPC shall acknowledge and agree to the rights of the Project Company and the project lenders in relation to the lenders' step-in right.			
16. 5	Calculation of	Compensat	ion payment payable by BDPC to the Project	Company/ its	Investors shall be as follows:
3	Compensation Payment in case of Early	No.	Description	Amount	]
	Termination	1.	Vietnam side default / Government event	A + B + C	
		2.	Project Company's default	A + B	
		3.	Natural force majeure / Foreign political event (affected party: BOT company)	A + B + D	
		4.	Natural force majeure / Foreign political event (affected party: Vietnam project counterparty)	A + B + C	
		Of which: A: Outstand	ding and payable loan capital (including any	additional loar	n capital contributed) – Insurance proceeds
			capital in existence of the termination date (in		•
		application "operating commencing	of a discounted rate which is [10%]) of the income less taxes and other expenses" working on the later of the termination date or the Control of the income less taxes and other expenses.	he "operating all have been COD and ending	int value (at the termination date determined by income less taxes and other expenses", which in earned by the Project Company for a perioding on the last day of the term of the operation
		D: Cost inc		ing the effect	s of the natural force majeure event or foreign
17	DISPUTE RESOLUTION	ON			

	F
	N
	4L
	REI
	100
Į	$\sim$

17. 1	Dispute Resolution	Any disputes BDPC and the Project Company or the Project Company's Investors regarding this Contract must be first settled through negotiation or conciliation.
		If failing to settle the disputes through negotiation or conciliation, the Parties may bring such disputes to Vietnamese arbitral bodies or courts for settlement under Vietnamese laws and regulations.

# Appendix11-D Term Sheet For Water Purchase Agreement – North Binh Duong Water Treatment Plant Project

1	DEFINITIONS AND INTERPRETATION		
1.1	BOT Contract	Being the BOT Contract (BOT Contract) entered between the Company, Binh Duong People's Committee (BDPC) and sponsors on	
1.2	Commercial Operation Date (COD)	2020 and after	
1.3	Effective Date	Meaning the date on which each of the Conditions Precedent is satisfied or waived, as the case may be, in accordance with Article 4 of this Agreement.	
1.4	Facilities	Main facilities to be constructed under the Project as specified under Article 4.1 of the BOT Contract.	
1.5	Offtaker	Binh Duong Water Supply Sewerage Environment Co., Ltd (BIWASE)	
1.6	Offtake Facilities	The following facilities to be constructed by the Offtaker;  - A raw water pipeline from Phuoc Hoa Lake to an Intermittent Lake;  - A raw water pipeline from the intermittent lake to the water treatment plant;  - Intermittent Lake; and  - Treated Water pipeline from Water Dispatch Points.	
1.7	Water Dispatch Points	Designated points at Facilities where the Treated Water is being metered before delivery (Water Dispatch Point)	
1.8	Vietnam Key Project Contracts	Vietnam Key Project Contracts (Vietnam Key Project Contracts) include:  BOT Contract  Land Lease Contract: contract to be signed between Company and BDPC in relation to the leasing of the land area at Chanh Phu Hoa Commune, Ben Cat District, Binh Duong Province to the Project Company to implement the Project.	
		Electricity purchase contract: contract to be signed between Company and Binh Duong Power Company in relation to electricity supply for the Project.	

		this Agreement	
2	SCOPE OF AGREEMENT		
2.1	Sale and Purchase of Treated Water	The Offtaker shall provide raw water, in requested quality and quantity, to the Company, the Company shall sell treated water (Treated Water) to the Offtaker and the Offtaker shall purchase and take at the Water Dispatch Points or, if not taken, pay for the Available Capacity of the Treated Water on and from the Commercial Operation Date, subject to and in accordance with the terms and conditions of this Agreement.	
3	EFFECTIVENESS AN	D TERM	
3.1	Effectiveness, Term and Termination	This Agreement shall have a term commencing from the Effective Date as defined Article 1.3 and ending on the expiry of the BOT contract.	
		In case the term of the BOT contract is extended as stipulated under Article 16.2 of the BOT contract or the BOT contract is terminated as stipulated under Article 16.3 of the BOT contract, the term of this Agreement will be accordingly adjusted.	
4	CONDITIONS PRECE	DENT	
4.1	Conditions Precedent	<ul> <li>The Company shall have achieved Financial Close with respect to the Project;</li> <li>The Company shall have received Investment Certificate to conduct the Project under Build – Operation – Transfer ("BOT") framework from relevant authorities;</li> <li>The BOT contract entered between the Company and BDPC shall have become effective;</li> <li>The Offtaker has supported the Company to receive and the Company shall have received a valid Letter of Guarantee for the Offtaker's payment obligations from a competent Vietnamese government (Government) and BDPC in accordance</li> </ul>	

		<ul> <li>with the BOT Contract;</li> <li>The Company shall have received from the BDPC, in accordance with the BOT Contract, the possession of the Site (which shall have been levelled and shall be free of trees and bushes) and the Company, its personnel, Contractors, agents and/or consultants have been enabled to have full access to the Site;</li> <li>The Company shall have entered into all required Project Agreements required for the Project and the Facilities, including the contracts for engineering, procurement and construction of the Facilities, and the Vietnam Key Project Contracts, and such contracts are in full force and effect;</li> <li>The Company and Offtaker shall have necessary approvals/ clearances from competent authorities as may be required for the commencement of construction activities for Project.</li> </ul>			
5	5 TAXES, DUTIES AND CHARGES				
5.1	Taxes and Charges	■ The Total Charges are exclusive of Vietnamese Value Added Tax and other indirect taxes and fees imposed by the Vietnamese Government on treated water. Any of such taxes will be additional charged on invoices issued by the Company to the Offtaker.			
6	OBLIGATIONS AND	D UNDERTAKINGS			
6.1	Obligations of the Company	The Company shall at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Term Sheet, the following:  to construct the Facilities with the quality satisfying the technical requirements and standards stipulated under the BOT Contract;  to extract, process, treat the Raw Water so draw and supply the Treated Water to the Offtaker atWater Dispatch Point(s), within the Project Site in accordance with the relevant drinking water standards prescribed by the Vietnamese Ministry of Health;			

F
L
Ņ
4
L
R
E
P
2
2

		<ul> <li>to cause to be made, necessary applications to the Competent Authority with such particulars and details, as may be necessary for obtaining all necessary approval/clearances for the construction of the Facilities, and to use reasonable endeavours to obtain such approvals/clearances in conformity with the applicable laws and regulations;</li> <li>procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Facilities; and</li> <li>observe and comply with all its obligations set forth in this Agreement.</li> </ul>
6.2	Obligations of the Offtaker	To observe and comply with all its obligations set forth in this Agreement, including, but not limited to provision of raw water, in requested quality and quantity, to the Company.

7	PROJECT DEVELOPMENT, SYNCHRONISATION AND OPERATIONS		
7.1	Project Development and Delay in COD	<ul> <li>The Company shall undertake the development of the Facilities in accordance with the terms and conditions of the BOT Contract and shall use all reasonable endeavours to achieve COD on or prior to the Required COD.</li> <li>The Offtaker shall undertake the development of all Offtake Facilities. Offtake Facilities shall be of a capacity adequate to offtake at least the Design Capacity of the entire Facilities.</li> <li>The Offtaker shall complete the construction, testing and commissioning of the Offtake Facilities, as evidenced by a certificate of the Independent Consultant confirming that the Offtake Facilities have been constructed, tested and commissioned in accordance with Prudent Utility Practices, no later than 3 (Three) months prior to the COD.</li> <li>The Parties agree that the Offtaker's obligation to purchase, the Available Capacity of Treated Water shall commence or the COD, [irrespective of whether the Offtake Facilities have been duly commissioned.]</li> </ul>	
7.2	Commissioning and Performance Testing	<ul> <li>The Company shall give the Offtaker at least 30 (Thirty) days advance written notice of the date on which it intends to commission the Facility and shall notify the Offtaker in writing of the commencement date of commissioning and, upor completion of Performance Testing, the completion of commissioning.</li> <li>Testing and measuring procedures applied during Performance Testing shall be mutually agreed prior to Financial Close.</li> <li>The Facility shall be assumed to have achieved COD when:         <ul> <li>✓ the Performance Testing has been carried out in accordance with agreed schedule;</li> <li>✓ the results of the Performance Testing show that the Tested Capacity of the Facility is not less than 95% (Ninety Five Percent) of its Design Capacity;</li> <li>✓ the results of the Performance Testing show that the Facility is capable of operating.</li> </ul> </li> <li>If the Facility fails any Performance Testing, the Company may retake the relevant test within 7 (Seven) days after the</li> </ul>	

		end of the previous test.
7.3	Operating Requirements and Procedures	<ul> <li>No later than 6 (Six) months before Required COD, the Company shall provide the Offtaker with a first draft of the operating procedures (the Operating Procedures) dealing with all operational interfaces between the Company and the Offtaker including, but not limited to:         <ul> <li>✓ methods of day to day communication between the Company and the Offtaker;</li> <li>✓ water supply procedures;</li> <li>✓ detailed payment procedures to the extent required and not inconsistent with this Agreement;</li> <li>✓ safety co-ordination;</li> <li>✓ incident reporting; and</li> <li>✓ testing and monitoring of the Facility.</li> </ul> </li> <li>The Operating Procedures shall be agreed between the Parties and shall take effect on the date agreed by the Parties.</li> </ul>
7.4	Operation and Maintenance of the Facility	<ul> <li>The Company shall be responsible at its own expense for ensuring that the Facility is operated and maintained in accordance with applicable laws and regulations and the BOT Contract so as to meet its obligations under this Agreement.</li> <li>The Offtaker shall be responsible at its own expense for ensuring that the Offtake Facilities are operated and maintained in accordance with applicable laws and regulations, so as to meet its obligations under this Agreement.</li> </ul>
7.5	Inspections	■ The Offtaker shall have the right to designate at a period of every 3 (three) months in a written notice to the Company up to 5 (Five) of its personnel/ a certified agency, who shall be responsible for inspecting the Facility for the purpose of

		verifying the Company's compliance with procedures agreed upon later between the Parties and who have access to the Facility.  In the exercise of any of its inspection rights, the Offtaker shall ensure that its employees do not interfere with the proper operation or maintenance of the Facility.
7.6	Maintenance of Records	<ul> <li>Each Party hereto shall keep complete and accurate records and all data required by each of them for the purposes of proper administration of this Agreement.</li> <li>All records shall be maintained for a minimum period of 60 (Sixty) months after the creation of such records or data.</li> <li>Either Party shall have the right, upon reasonable prior notice, to examine the records and data of the other Party regarding the operation and maintenance of the Facility at any time during normal office hours.</li> </ul>
8	CAPACITY, AVAILAI	BILITY AND SUPPLY
8.1	Capacity of the Facility	<ul> <li>The Design Capacity of the Facility shall be 150,000m3/d, and the term Design Capacity shall be constructed accordingly.</li> <li>The Available Capacity of the Facility shall mean the Tested Capacity of the Facility achieved upon COD</li> <li>The Company guarantees that it shall make available for supply, and the Offtaker guarantees that it shall purchase, on any day after the COD, the Available Capacity.</li> <li>In all cases, the Available Capacity shall be measured at the Water Dispatch Points.</li> </ul>
8.2	Purchase and Sale of Available Capacity and	• the Company undertakes to sell to the Offtaker and the Offtaker agrees to purchase from the Company, on each day commencing from the COD and ending upon the Termination of the Agreement Period, Treated Water up to the

	Water Supply	Available Capacity.
		■ The Offtaker further undertakes to pay the Total Charges to the Company, for the Treated Water so sold by the Company to the Offtaker, in accordance with the agreed terms and conditions. Total Charge shall be comprised of the Availability Payment and the Output Payment.
		■ The Offtaker guarantees that, [it shall take 100% (One Hundred Percent) of the Available Capacity on each day during the Operation Period and where the Offtaker fails to take such Available Capacity on any day during the Operation Period, for any reasons whatsoever, the Offtaker shall nevertheless be required to pay:
		+ Availability Payment for Available Capacity as determined under Article 10.1.
		+ Output Payment for the actual volume provided to the Offtaker as determined under Article 10.1.
8.3	Maintenance of Facility	<ul> <li>The Company shall be relieved of its obligation to supply Treated Water to the extent impacted, during periods of maintenance of the Facility in accordance with the Operating Procedures, whether scheduled or unscheduled.</li> </ul>
9	METERING AND QUA	ALITY CHECK
9.1	Ownership of Meters  The Company shall, at its own costs, procure and install the meters at Water Dispatch Points. The Company shall of the meters at Water Dispatch Points and shall be responsible for and undertake, at its own costs, to maintain and install the meters at the Water Dispatch Points in order to measure the volume of Treated Water dispatched and supplied to Offtaker each month.	
9.2	Quality Check	■ The Company shall carry out tests at a pre-determined periodicity at the Water Dispatch Points to confirm that the Quality of the Treated Water being made available to be delivered by the Company is of the Quality that meets the requirements of the BOT Contract and of this Agreement.

$\vdash$	٠
$\vdash$	J
Š	5
4	_

ij	
3	
2	
7	
Ø	
ij	
ā	
2	
м	

		<ul> <li>In the event that the Quality of Treated Water is not in conformity the requirements of the BOT Contract and this Agreement and re-tests confirm this fact, the Company shall, immediately upon receipt of the aforesaid reports, initiate necessary and appropriate corrective action and, ensure as soon as practicable the quality of Treated Water made available to be delivered by the Company at the Water Dispatch Points is in conformity with the requirements of the BOT Contract and this Agreement. In the event that the quality parameters of the Treated Water are not in conformity with the Quality requirements, the Offtaker shall not be obliged to accept such off-specification water and will consequently not be obliged to make payments under this Agreement, in respect of such off-specification water that is not accepted.</li> <li>The Company shall not have any responsibility or liability in relation to a fall in the quality or quantity of Treated Water beyond the Water Dispatch Points.</li> </ul>
9.3	Inspection by the Offtaker	<ul> <li>The Offtaker shall have the right, by itself or through its authorised representative, to inspect the Facility after serving on the Company a notice of such inspection 48 (Forty Eight) hours prior to such inspection. Such notice shall also specify the date, time, place and purpose for such inspection.</li> <li>The Offtaker shall be accompanied by a representative of the Company during such inspections.</li> </ul>
		<ul> <li>The Company agrees to provide the Offtaker such information and records and copies thereof as may reasonably be requested for by the Offtaker during the course of such inspection, at the cost of the Offtaker.</li> </ul>
10	CHARGES, PAYMEN	NT AND INVOICING
10.	Charges Payable	<ul> <li>■ The Offtaker shall pay to the Company for supply of Treated Water:</li> <li>✓ Availability Payment (Availability Payment) consisting of:</li> <li>1) Capital Cost Recovery Payment,</li> </ul>

- 2) Fixed O&M Payment, and
- 3) Fixed Power Payment
- ✓ Output Payment (Output Payment) consisting of:
  - 1) Variable O&M Payment, and
  - 2) Variable Power Payment
- ✓ [Both Availability Payment and Output Payment are subject to deduction based on Performance Testing.]
- ✓ Detailed tariff formula is to be [set forth in the attachment / further discussed], but the basic concept of the tariff formula shall be as follows:
- Availability Payment shall be calculated based on Available Capacity and total operating hours in the billing period ("Availability").
- Output Payment shall be calculated based on net output of water supplied by the Project.
- In the event that the Available Capacity and/or Availability of the Project are/is reduced due to a Company Event of Default, the Offtaker shall pay the Availability Payment based on actual Availability of the Project and Output Payment based on the actual volume provided to the Offtaker.
- In the event that Available Capacity and/or Availability of the Project are/is reduced due to an Offtaker Event of Default, Government Event, and Natural FM Events or Foreign Political Events whose Affected Party is a party to Vietnam Key Project Contracts, the Offtaker shall pay the (i) Availability Payment in whole (the Project shall be deemed to be fully available with Available Capacity and Availability) and (ii) Output Payment based on the actual volume provided to the Offtaker. In the event that the Available Capacity and/or Availability of the Project are/is reduced due to a Natural FM Events or Foreign Political Events whose Affected Party is Project Company, the Offtaker shall pay the (i) adjusted Availability Payment in whole and (ii) Output Payment based on the actual volume provided to the Offtaker.

		The adjustments shall be [set forth in the attachment / further discussed] in accordance with the categories of Force Majeure stated herein.
10.	Billing and Payment	<ul> <li>Invoice</li> <li>In respect of each calendar month, the Company shall invoice the Offtaker for the Water Tariff (or, if such day is not a Business Day, the immediately succeeding Business Day), (the Invoice), in duplicate, stating with supporting calculations:</li> </ul>
		<ul> <li>Due Date, Penalty etc.</li> <li>Invoice Amounts are payable within 30 (Thirty) days from the date of the Invoice (the Due Date).</li> <li>The Offtaker shall pay the Invoice Amount to the Company on or before the Due Date of the Invoice Amount in immediately available and freely transferable cleared funds to the account of the Company at a bank to be notified by the Company in writing (the Operating Account).</li> <li>If the payment in full, of the Invoice, is not made by the Offtaker into the Operating Account on or before the close of business on the Due Date, a delayed payment charge on the unpaid amount due, for each day from the date of issuance of Invoice till date of actual payment thereof, will be payable at the Delay Rate.</li> </ul>
10.	Support for Offtaker's Payment Obligations	<ul> <li>In addition to all the support for Offtaker's payment obligations as set forth in this Agreement and the BOT Contract, the Offtaker shall arrange the following agreements (Support Agreements):</li> <li>✓ Trust and Retention Account Agreement</li> <li>The Offtaker shall undertake that all revenues from all end users of the Offtaker shall be directly deposited in an account ("Trust and Retention Account") opened in a bank designated by the Company. The Trust and Retention</li> </ul>

11D-11

		Account Agreement shall inter alia provide for the following key terms:	
		(i) the Offtaker shall deposit in the Trust and Retention Account, an amount equal to the Total Charges in the next succeeding month on a monthly basis and maintain the said amount for the entire Agreement period.	
		(ii) the minimum reserve amount will be recalculated periodically to reflect an amount equal to the Total Charges in the next succeeding month.	
		(iii) any amounts deposited in the Trust and Retention Account shall be utilised, (a) firstly, towards the Offtaker for the payment of money to the Company in accordance with this Agreement; (b) secondly, towards the replenishment/maintenance of reserve amount stated in (i) above; and (iii) lastly, may be utilised by the Offtaker at its discretion following release from the Trust and Retention account	
		✓ Security and Hypothecation Agreement  The Offtaker shall hypothecate and charge by way of first ranking and sole and exclusive charge in favour of the Company the Trust and Retention Account (and any sub-accounts thereof). In case of any event of default by the Offtaker, the Company may draw upon the Security and Hypothecation Agreement.	
10.	Dispute in Invoice	■ If the Offtaker does not question or dispute an Invoice within 15 (Fifteen) days' of receiving it, the Invoice shall be considered correct and complete and conclusive between the Parties except in the case where the Offtaker could not reasonably have identified any error or omission in the Invoice, taking into account the information then available to it during the above 15 (Fifteen) days' period.	
		• If the Offtaker disputes any item or part of an item set out in any Invoice then the Offtaker shall serve a notice (an Invoice Dispute Notice) on the Company setting out the item or part of an item set out in such Invoice which is in Dispute together with its estimate of what such item or part of an item should be.	

11D-12

11	FORCE MAJEURE E	<ul> <li>In the event that the Offtaker disputes all or any portion of the Invoice, it shall nevertheless pay, on the Due Date, the greater of: (i) minimum of the moving average of the preceding 3 (Three) months (excluding any shutdown month) or (ii) the full amount of the undisputed charges.</li> <li>In the event that the Parties do not, within 14 (Fourteen) days of the delivery of an Invoice Dispute Notice, resolve any Dispute, then, the Dispute will be resolved, within 15 (Fifteen) days, by a committee comprising two representatives each of the Company and the Offtaker.</li> <li>Upon resolution of any Dispute, the amount (if any) due to the prevailing Party shall be paid within 7 (Seven) days together with interest accrued from the date on which the prevailing Party had originally made the payment until the date of receipt of refund of this payment by the prevailing Party, at the Delay Rate.</li> </ul>
11.	Force Majeure Event	Force majeure events can be categorized as A) natural force majeure, B) government event and C) foreign political event.
1		A. Natural force majeure events (Natural FM Events)
		Any events that wholly or partly or unavoidably delays a party in the performance of its obligations to the extent that such events
		<ol> <li>actually prevent the affected party's performance;</li> <li>are not within the reasonable control of the affected party; and</li> <li>The force majeure events include, but not limited to:</li> </ol>
		<ul> <li>epidemic, plague or quarantine etc.,</li> <li>explosion, accident, contamination, ionizing radiation or fire etc.,</li> <li>unusually severe weather (lightning, typhoons, floods, droughts) and/or, falling from sky (meteorites, devices, etc.)</li> <li>accidents of navigation, air crash, shipwreck, train wreck etc.,</li> <li>any failure of a contractor (EPC /O&amp;M) caused by natural force majeure, and</li> </ul>

	I	
		B. Government events (Government Events)
		Any of the following events which occurs within Vietnam or directly involves Governments and/or local governments and which adversely affects Project Company, including but not limited to:
		<ul> <li>acts of war, invasion, actions of terrorists, etc., which acts are in or involve Vietnam,</li> <li>strikes, work to rule actions, etc., such as similar labor difficulties,</li> <li>inability of the Project Company to obtain any government authorization,</li> <li>any Vietnam key project counterparties repudiating the relevant key project contract,</li> <li>any failure to perform by a Vietnam key project counterparties (except for Project Company's default),</li> <li>any failure of a contractor (EPC / O&amp;M) caused by the government events,</li> <li>the Government failing to perform any of its material obligations under the government guarantee,</li> <li>issuance of an order denying the validity of any project contract by any authorized state body and any event of a nature analogous to any of the foregoing</li> <li>repudiation by a Vietnam state body</li> <li>nationalization /termination of the project by any Vietnam state body</li> <li>any failure of the Vietnamese customs to clear and release equipment required for the construction</li> <li>any site condition risks including; a) discovery on the site of any unexploded ordnance or historical find, b)site contamination, and/or c)Vietnam state body causing any pollution to the site</li> <li>any failure or delay in supply of raw water within agreed quality and quantity level</li> <li>any government event materially affecting the performance of Vietnam project counterparties</li> <li>any event of circumstance of a nature analogues to any of the foregoing.</li> </ul>
		C. Foreign political events (Foreign Political Events)
		Any of the following events which occurs outside Vietnam and does not directly involve Vietnam but adversely affects Project Company, including but not limited to:  act of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act of terrorism, or politically motivated sabotage or kidnapping in each case outside Vietnam,  strikes, work to rule actions, go slows or other similar labor difficulties that occur outside Vietnam,  any failure of a contractor (EPC /O&M) caused by foreign political event,  any event of a nature analogous to any of the foregoing.
11. 2	Duty to report Force	■ Upon occurrence of a Force Majeure Event, the affected Party (Affected Party) shall by notice report such occurrence to

1
$\overline{}$
D
- F
$\overline{}$
S

FINAL REPORT

	Majeure Event	the other Party forthwith. Any notice pursuant hereto shall include full particulars of:
		✓ the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 11 with evidence in support thereof;
		✓ the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
		✓ the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
		✓ any other information relevant to the Affected Party's claim.
		■ The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 14 (fourteen) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
		• For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Article 11.2, and such other information as the other Party may reasonably request the Affected Party to provide.
11.	Effect of Force Majeure Event before Effective Date	<ul> <li>Upon the occurrence of any Force Majeure Event prior to Effective Date, the date for achieving Effective Date shall be extended by the period for which such Force Majeure Event shall subsist.</li> </ul>
11.	Effect of Force Majeure	<ul> <li>Upon occurrence of any Force Majeure Event after Effective Date, the following shall apply:</li> </ul>

	Event after Effective Date	<ul> <li>✓ where the Force Majeure Event occurs before COD, the dates for the Required COD, and the Agreement Period shall be extended by the period for which such Force Majeure Event shall subsist and where a Force Majeure Event occurs after the COD, at the request of the Company, the Agreement Period shall stand extended by the period for which such Force Majeure Event subsists, provided that the Agreement Period shall not cumulatively exceed the term of the BOT Contract.</li> <li>✓ where a Force Majeure Event occurs after COD, the Company shall be relieved of its obligations under this</li> </ul>
		Agreement, including its obligation to provide the Available Capacity of Treated Water to the Offtaker for as long as the Force Majeure Event persists and for the period of time required for the Company or the Facility to recover from the Force Majeure Event, but the Company shall continue to make all reasonable efforts to operate the Facility safely as far as possible without jeopardizing the Facility.
		✓ where any of the Non-Political Force Majeure Events can be overcome or cured by construction works requiring additional investment, the Company shall submit the investment plan for doing so including cost estimates to the Offtaker and, if the cost estimates and the method of compensation for such works are agreed by both Parties, the Company will engage in the relevant construction works. Such costs shall be compensated by the Offtaker either by an adjustment to the Total Charges or by such other mechanism as mutually agreed between the Parties.
		✓ all Costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of Article 11.5
11. 5	Allocation of costs arising out of Force	<ul> <li>Upon occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.</li> </ul>
	Majeure	Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows:
		✓ upon occurrence of a Natural FM Event or Foreign Political Event, all Force Majeure Costs attributable to such Natural FM Event or Foreign Political Event to the extent actually covered by insurance on a commercially reasonable basis, shall be borne by the Company, and to the extent Force Majeure Costs exceed such insurance

		claims actually received, all such excess amount shall be reimbursed by the Offtaker to the Company; and			
		✓ upon occurrence of a Government Event, all Force Majeure Costs attributable to such Government Event shall be reimbursed by the Offttaker to the Company.			
		• For the avoidance of doubt, Force Majeure Costs shall, without limitation, include interest payments and principal repayments on debt, O&M Expenses, any increase in the cost of construction on account of inflation and all other costs directly attributable to the Force Majeure Event.			
		<ul> <li>Save and except as expressly provided in this Agreement, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of the occurrence of any Force Majeure Event or the exercise of any right pursuant hereto.</li> </ul>			
12	EVENT OF DEFAULT				
12. 1	Company Event of Default	• The following events shall constitute an event of default by the Company (Company EoD) if the Company has failed to cure such breach or default within a time period agreed between the Parties.			
		✓ the Company is in material breach of this Agreement			
		✓ the transfer, pursuant to Applicable Laws or otherwise, either the rights and/or obligations of the Company under this Agreement or all or material part of the assets or undertaking of the Company			
		✓ a resolution is passed by the shareholders of the Company for the voluntary winding up of the Company			
		✓ the Company is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Company or for any of its property that has a material adverse effect on the Project			
		✓ any petition for winding up of the Company is admitted by a court of competent jurisdiction or the Company is ordered to be wound up by Court			

11D-17

	✓ the Company abandons the Project without the prior consent of the Offtaker
	✓ the Company suffers an execution being levied on a material part of the Facility causing a material adverse effect
	✓ the Company has delayed any payment that has fallen due under this Agreement
	✓ the Company fails to achieve the COD within [TBD] months of the Required COD save to the extent caused by Force Majeure Event or breach by the Offtaker
	✓ the Company fails to comply with the terms of the Supply Capacity Allocation (Supply Capacity Allocation means [TBD]% of the Available Capacity on a rolling 24-months basis)
	✓ THE KEY PROJECT AGREEMENT IS TERMINATED DUE TO COMPANY'S BREACH
Offtaker Event of Default	• The following events shall constitute an event of default by the Offtaker (Offtaker EoD) if the Company has failed to cure such breach or default within a time period agreed between the Parties.
	✓ the Offtaker has delayed any payment that has fallen due under this Agreement, irrespective of whether any amounts are available in the Trust and Retention Account.
	✓ the Offtaker has failed to comply with its obligations under the Trust and Retention Account Agreement or any other arrangements
	✓ the Offtaker is in material breach of this Agreement
	✓ the Offtaker repudiates this Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement
	✓ a resolution is passed by the shareholders of the Offtaker or a Vietnam Side Sponsor (being the shareholders of the Offtaker) for the voluntary winding up of the Offtaker or a Vietnam Side Sponsor
	✓ the Offtaker or a Vietnam Side Sponsor is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Offtaker or a Vietnam Side Sponsor or for any of its property

12	TERMINIA TION	<ul> <li>✓ any petition for winding up of the Offtaker or a Vietnam Side Sponsor is admitted by a court of competent jurisdiction or the Offtaker or a Vietnam Side Sponsor is ordered to be wound up by Court</li> <li>✓ the Offtaker has failed to procure any clearances required by COD, or fails to assist the Company in obtaining any required clearances</li> <li>✓ the Key Project Agreement is terminated due to Offtaker's breach.</li> </ul>
13	TERMINATION	
13.	[Suspension]	<ul> <li>If the Offtaker is in Material Breach of this Agreement and has failed to remedy such Material Breach within a Rectification Period of [45 (Forty Five)] days from the date of notification by the Company of such Material Breach, the Company shall be entitled in its sole discretion and without prejudice to its other rights and remedies under this Agreement, including its right of Termination hereunder, to suspend the supply of Treated Water to the Offtaker. Provided that, any suspension on account of this Article 13.1, shall not relieve the Offtaker of its obligation to pay the Capacity Payment established under Article 10.1.</li> <li>Any suspension by the Company shall be by a communication in writing to the Offtaker and shall be effective forthwith upon the receipt thereof by the Offtaker. Provided, however, that the period of such suspension under this Article shall not exceed 45 (Forty Five) days. Any suspension pursuant to this Article shall be revoked by the Company forthwith upon the Offtaker having remedied the Material Breach during such suspension period to the satisfaction of the Company, unless in the meantime this Agreement has been terminated by the Company Party in accordance with Article 13.2</li> </ul>
13.	Termination	Termination for Company EoD
2		Without prejudice to any other right or remedy which the Offtaker may have in respect thereof under this Agreement, upon the occurrence of a Company EoD, the Offtaker shall be entitled to terminate this Agreement by a Termination Notice to the Company provided that before issuing the Termination Notice, the Offtaker shall by a notice in writing inform the

Company of its intention to issue the Termination Notice (the Preliminary Notice) and grant [30 (Thirty)] days time to the Company to make its representation, if any, against such intended Termination Notice and shall after the expiry of the said [30 (Thirty)] days' period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

#### **Termination for Offtaker EoD**

Without prejudice to any other right or remedy which the Company may have in respect thereof under this Agreement, upon the occurrence of a Offtaker EoD, the Company shall be entitled to terminate this Agreement by a Termination Notice to the Offtaker provided that before issuing the Termination Notice, the Company shall by a notice in writing inform the Offtaker of its intention to issue the Termination Notice (the Preliminary Notice) and grant [30 (Thirty)] days time to the offtaker to make its representation, if any, against such intended Termination Notice and shall after the expiry of the said [30 (Thirty)] days' period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

#### **Termination in case of Force Majeure Events**

Upon occurrence of a Force Majeure Event as defined under Article 11 and such event cannot be remedied within 180 days after all reasonable efforts of the Parties, either Party shall have the right to terminate this Agreement upon [30 (Thirty)] day's prior notice.