

**ADDENDUM NO.4  
FOR  
CONTRACT AGREEMENT  
ON  
TOPOGRAPHIC SURVEY  
FOR  
CONSULTING SERVICES FOR DETAIL DESIGN FOR  
DANANG – QUANG NGAI EXPRESSWAY DEVELOPMENT PROJECT  
PROJECT ID NO. P.106235, IDA CREDIT NO.4779-VN**

**THIS ADDENDUM NO.4** is made on 29<sup>th</sup> of November 2012, between, on the one hand, Joint Venture of NK-NEC-CHODAI-TEC (hereinafter referred to as “Consultant”), and, on the other hand, EGS (Vietnam) Company Limited (hereinafter called the “Sub-consultant”).

**WHEREAS**, the parties hereto signed the Contract Agreement dated 22 August 2011; Addendum No.1 dated 10 January 2012; Addendum No.2 dated 03 April 2012 and Addendum No.3 for Consulting Services on Topographic Survey for Detailed Design for Danang – Quang Ngai Expressway Development Project.

**NOW THIS ADDENDUM NO.4 WITNESSES** as follows:

1. Pursuant to the Clause 2.14 in the Original Contract Agreement:

- Additional field work shall be adjusted together with the previous work quantities and when total work quantities over the contracted quantities, the work amount shall be paid, and
- Additional mobilization cost shall be paid for each time of mobilization.

	Unit	Qty.	Unit Price (USD)	Amount (USD)	Remarks
A. Additional Field Works	LS	1	2,399	2,399	See the detail in attached table
B. Additional Mobilization	times	1	3,000	3,000	November 2012
C. VAT (10%)				539.90	
<b>Total (including VAT)</b>	-	-	-	<b>5,938.90</b>	



2. Terms of Payment

- 1) This is a lump sum contract.
- 2) As soon as the Works has been started, the Sub-consultant shall submit to the Consultant, the invoices of amount payable. After checking the invoices, the Consultant shall pay the Sub-consultant in respect of the Works. The Consultant reserves the right to exclude such items that are not considered to be authenticated, from the payment.
- 3) First payment equivalent to Eighty percent (80%) of the Contract Price shall be made to the Sub-consultant upon acceptance of the outcome by the Consultant.
- 4) Final payment equivalent to Twenty percent (20%) of the Contract Price shall be made to the Sub-consultant upon issuance of “Work Completion Certificate” by the Consultant after receiving the acceptance letter by PMU85.
- 5) No extra payments in respect of overtime, holiday work, additional equipment, materials and facilities, or special conditions of hardship shall be claimed by the Sub-consultant beyond the Contract price.

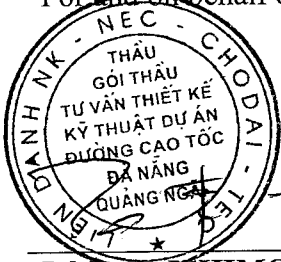
2. #

- 6) Payment procedure is provided in Appendix-B of the Original Contract Agreement. Remittance charge shall be paid by the Sub-consultant.
- 7) The Sub-Consultant shall issue VAT invoice for each payment.

3. Other contents: All terms and conditions of the Original Contract Agreement; Addendum No.1; Addendum No.2 and Addendum No.3 other than those amended above shall remain unchanged and in force.

**IN WITNESS WHEREOF** the parties hereto have caused this Addendum No.4 to be executed the day, month and year first hereinabove written.

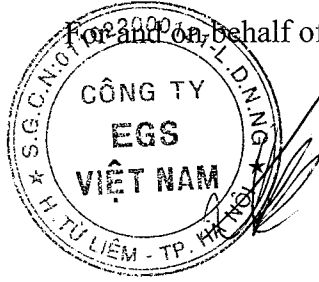
For and on behalf of the Consultant



*[Handwritten signature]*

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

For and on behalf of the Sub-consultant



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**Dao Xuan Quang**  
General Director  
EGS (Vietnam) Company Limited

