

**ADDENDUM NO.5
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**

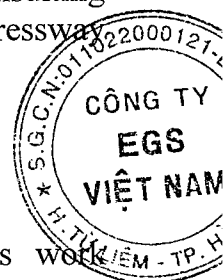
THIS ADDENDUM NO.5 is made on 11th of December 2012, between, on the one hand, Joint Venture of NK-NEC-CHODAI-TEC (hereinafter referred to as “Consultant”), and, on the other hand, EGS (Vietnam) Company Limited (hereinafter called the “Sub-consultant”).

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; Addendum No.3 dated 12 June 2012 and Addendum No.4 dated 29 November 2012 for Consulting Services on Topographic Survey for Detailed Design for Danang – Quang Ngai Expressway Development Project.

NOW THIS ADDENDUM NO.5 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	880.26	880.26	See the detail in attached table
B. Additional Mobilization	times	1	3,000	3,000.00	July 2012
C. VAT (10%)				388.03	
Total (including VAT)	-	-	-	4,268.29	

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.

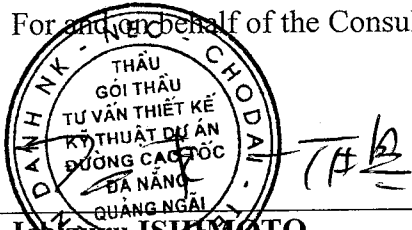
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- 6) Payment procedure is provided in Appendix-B of the Original Contract Agreement. Remittance charge shall be paid by the Sub-consultant.
- 7) The Sub-Consultant shall issue VAT invoice for each payment.

3. Other contents: All terms and conditions of the Original Contract Agreement; Addendum No.1; Addendum No.2; Addendum No.3 and Addendum No.4 other than those amended above shall remain unchanged and in force.

IN WITNESS WHEREOF the parties hereto have caused this Addendum No.5 to be executed the day, month and year first hereinabove written.

For and on behalf of the Consultant



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



For and on behalf of the Sub-consultant

Dao Xuan Quang
 General Director
 EGS (Vietnam) Company Limited

