

ADDENDUM NO. 3
FOR
CONTRACT
FOR
ENGINEERING GEOLOGICAL SURVEY WORKS
Package 1 (Km0+000-Km8+000)
FOR
Detailed Design For DaNang - QuangNgai Expressway Development Project

This Addendum No. 3 is made on the 24th day of the month of November, 2014 between Joint Venture of NK - NEC - Chodai - TEC (hereinafter referred to as the “Consultant”) on the one part, and E&R Engineering Consultant Joint Stock Company (hereinafter referred to as the “Sub-Consultant”) on the other part, concerning the Contract dated 18 June 2012; Addendum No.1 dated 31 October 2012 and Addendum No.2 dated 29 August 2013 for Engineering Geological Survey for Package 1 (Km0+000-Km 8+000) (hereinafter referred to as the “Original Contract”).

WITNESSETH:

WHEREAS, On the dated 15 November 2011, The Consultant and Project Management Unit 85 (PMU85) signed the contract No.01/DD- EDDQP/2011 for Consulting Services for Detailed Design for Da Nang - Quang Ngai Expressway Development Project (hereinafter referred to as the “Prime Contract”).

WHEREAS, The Acceptance Minutes for Engineering Geological survey for Package 1, Hoa Vang Section (Km0+000-Km8+000), which was approved by PMU85 on Minutes No.10/DQEP-DD dated July 15th, 2013; Minutes No.26/DQEP-DD dated July 16th, 2013 and by the Consultant on Minutes No.08/DQEP-DD dated July 22, 2013.

WHEREAS, It was mutually agreed in Article 2.12: Terms of payment of the Addendum No.2 that “Final payment: One Hundred Six Thousand and Three Hundred Seventy US dollars (USD 106,370.0) which is equivalent to Fifty percent (50%) of the Additional Amount shall be made to the Sub-consultant within six (06) months since the acceptance minutes for engineering geological survey is approved by the Client”. However, the final payment should be modified.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Followings shall be supplemented or modified in this Addendum. Clauses not specifically supplemented or modified shall remain in effect.

2.12. Terms of Payment.

For Article 2.12 of Addendum No.2 dated 29 August 2013, delete the whole sentences and replace with the following sentence:

- 1) This is a unit rate 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 Thirty Nine point Fifty Eight percent (39.58%) of the Original Contract Price shall be made to the Sub-consultant after approval by the Consultant for both of the following items:

- Completion of mobilization of personnel and equipment at the Site,
- Approval of the work plan by the Client.

The payment is equivalent to Seventy Three thousand and Eight hundred Twenty Four point Thirty Nine US dollars (USD 73,824.39)

4) Second payment equivalent to Twenty percent (20%) of the Original Contract Price shall be made to the Sub-consultant upon acceptance of the outcome of geological investigation for the embankment and culvert by the Consultant. The payment is equivalent to Thirty Seven Thousand and Three hundred Five point Four US dollars (USD 37,305.6).

5) Third payment equivalent to Twenty point Forty Two percent (20.42%) of the Original Contract Price shall be made to the Sub-consultant upon acceptance of the outcome of geological investigation for the bridges by the Consultant. The payment is equivalent to Thirty Eight Thousand and Ninety Two point Forty One US dollars (USD 38,092.41).

6) Forth payment shall be paid for the remaining amount of the Original Contract after adjustment in accordance with performed work quantities for the Original Scope including the Adjusted Quantity. The adjusted payment is equivalent to Thirty Thousand and Nine Hundred Fifty Eight Point Four US dollars (USD 30,958.4).

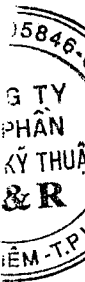
7) Fifth payment: One Hundred Six Thousand and Three Hundred Seventy US dollars (USD 106,370.0) which is equivalent to Fifty percent (50%) of the Additional Amount shall be made to the Sub-consultant upon acceptance of the outcome by the Consultant base on the acceptance of the outcome by the Client.

8) Sixth payment: Fifty Three Thousand and One Hundred Eighty Four point Six US dollars (USD 53,184.6) which is equivalent to Twenty Five percent (25%) of the Additional Amount shall be made to the Sub-consultant within Fifteen (15) months since the acceptance minutes for engineering geological survey is approved by the Client.

9) Final payment: Fifty Three Thousand and One Hundred Eighty Four point Six US dollars (USD 53,184.6) which is equivalent to Twenty Five percent (25%) of the Additional Amount shall be made to the Sub-consultant after confirmation by MOT,WB in writing for additional works for the Prime Contract.

10) 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.

11) Payment procedure is provided in Appendix-R Remittance charges shall be paid by the Sub-



consultant.

12) The Sub-consultant shall issue VAT invoice for each payment.

All contents of the Contract and Addendum No.1, Addendum No.2 which are not specifically modified by this ADDENDUM NO.3 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM NO.3 in duplicate in English, in their respective names as of the day and year first above 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



Vu Thanh Hai
President
E&R ENGINEERING CONSULTANTS
JSC