

ADDENDUM NO. 3
FOR
CONTRACT
FOR
ENGINEERING GEOLOGICAL SURVEY WORKS
Package A2-2(O&M Building Area)
FOR
Detailed Design For DaNang – QuangNgai Expressway Development Project

This Addendum No. 3 is made on the ..28 day of the month of ..August....., 2013 between Joint Venture of NK – NEC – Chodai – TEC (hereinafter referred to as the “Consultant”) on the one part, and Phu Ha Buiding & Investment Consultant JSC (hereinafter referred to as the “Sub-Consultant”) on the other part, concerning the Contract dated 15 August 2012 for Engineering Geological Survey for Package A2-2 (Km89+500-Km99+500) (hereinafter referred to as the “Original Contract”); Addendum No.1 for Engineering Geological Survey for O&M Building Area dated 25 October 2012 (hereinafter referred to as the “Addendum No.1”)

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;

WHEREAS, It was mutually agreed in Clause 2.14 in the Contract: “In case some modification and/or variation are requests made by Consultant and/or Client, those works shall be paid by Consultant basing on the unit price in BOQ and the actual quantity”;

WHEREAS, The Acceptance Minutes No.25/DQEP-DD for Engineering Geological survey for Package O&M which was approved by PMU85 dated 2013.

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.

1. Contract amount of Additional works.

For Clause 1, delete the whole sentences and replace with the following sentence:

The Consultant agrees to pay the Sub-Consultant in consideration of the fulfilment of the Works, the Price of Addendum No.3 of Thirty Eight Thousand and Three Hundred Ninety US Dollars Only (USD38,390), including USD3,490 of VAT, in accordance with the terms and conditions as following:

- 1) This is a unit rate addendum.
- 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: Seven Thousand Forty US Dollars (USD 7,040) equivalent to Forty percent (40%) of Price of the Addendum No.1 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.
- 4) Second payment: Seven Thousand Forty US Dollars (USD 7,040) equivalent to Forty percent (40%) of Price of the Addendum No.1 be made to the Sub-Consultant upon acceptance of the outcome by the Consultant.
- 5) Third payment shall be paid for the remaining amount of the Addendum No.1 after adjustment in accordance with performed work quantities for the Original Scope including the Supplemental Works and upon issuance of “Work Completion Certificate” by the Consultant after receiving the acceptance minute by PMU85. The payment equivalent to Twenty - One Thousand One Hundred Twenty US Dollars (USD 21,120).
- 6) Final payment: Three Thousand One Hundred Ninety US Dollars (USD 3,190) of the Additional Work shall be made to the Sub-Consultant within six (06) months since the acceptance minutes for engineering geological survey is agreed by the Client.
- 7) 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.
- 8) Payment procedure is provided in Appendix-B. Remittance charge shall be paid by the Sub-Consultant.
- 9) The Sub-Consultant shall issue VAT invoice for each payment.

Detailed Bill of Quantities:

Delete Table of Bill of Quantities (BOQ) entirely and replace with the following BOQ:

**Appendix-E: Priced Bill of Quantities (Addendum No.3)
O&M Building Areas - Package A2-2 (Km 89+500-km99+500)**

No.	Item	Unit	Unit Price	Original Scope						Additional Scope			Total		Remark	
				Contract	Quantity		Amount		Quantity	Amount	Quantity	Amount	Quantity	Amount		
					Original	Supplemental	Total	Contract								Actual
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=4*5	(10)=4*8	(11)	(12)=4*11	(13)=8+11	(14)=10+12			
A	Expressway															
7	Buiding (BL)															
7.1	Mechanical Boring	(lm.)	40	269	269.00	233.50	502.50	10,760.00	20,100.00	52.00	2,080.00	554.50	22,180.00			
7.2	Sampling	(nos.)														
7.3	Standard Penetration Test (SPT)	(points)	20	139	139.00	92.00	231.00	2,780.00	4,620.00	24.00	480.00	255.00	5,100.00			
7.4	Vane Shear Test (VST)	(nos.)														
7.5	Undisturbed Sample Test	(nos.)	50			59.00	59.00	-	2,950.00	2.00	100.00	61.00	3,050.00			
7.6	Disturbed Sample Test	(nos.)	25	34	34.00	22.00	56.00	850.00	1,400.00	10.00	250.00	66.00	1,650.00			
	Test for Rock		90													
	Unconfined Compression Test		60													
7.7	Consolidation Test (Cv)	(nos.)	90													
7.8	Triaxial Compression Test (UU)	(nos.)														
7.9	Triaxial Compression Test (CU)	(nos.)														
C	Mobilization and Temporary Camp Yard		215.20	1				1,614.00	2,780.00				2,780.00			
	Floating Equipment (for Off Shore Boring)															
D	Reporting		215.20	1				215.20	215.20				215.20			
	SUB TOTAL							16,000.00	32,000.00	-	2,900.00	-	34,900.00			
	VAT							1,600.00	3,200.00	-	290.00	-	3,490.00			
	TOTAL							17,600.00	35,200.00	-	3,190.00	-	38,390.00			

All contents of the Contract, 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

For and on behalf of the Sub-Consultant



Shizuru ISHIMOTO
Project Manager
JOINT VENTURE OF NK - NEC -
CHODAI - TEC.



Dương Quốc Nien
Director
PHU HA BUILDING & INVESTMENT
CONSULTANT JSC.