

**GOVERNMENT OF SOCIALIST REPUBLIC OF VIET NAM
MINISTRY OF TRANSPORT**



**Consulting Service for Detailed Design
for
Da Nang – Quang Ngai Expressway Development Project
IDA Credit No. 3843-VN**

**Purchase Contract
for
Land Acquisition and ROW Stakes
(Lump Sum Contract)**

BETWEEN

JOINT VENTURE OF NK – NEC – CHODAI – TEC

AND

TRANSPORT ENGINEERING DESIGN INC. (TEDD)

Dated: 01 June 2012

A handwritten signature in black ink, appearing to be 'ZK' followed by a checkmark-like symbol.

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CONTRACT AGREEMENT
ON
LAND ACQUISITION AND ROW STAKES
FOR
CONSULTING SERVICES FOR DETAILED DESIGN FOR
DANANG - QUANG NGAI EXPRESSWAY DEVELOPMENT PROJECT
PROJECT ID NO. P.106235
IDA CREDIT NO. 3843-VN

- Pursuant to No. 117/BQL-DNQN issued by PMU85 dated 23/5/2012.
- Pursuant to Item (10), 3.3.3 of TOR of the Consulting Service Contract signed on 15 November 2011.
- Pursuant to No.147/QĐ-VEC dated 6/9/2010, issued by VEC to TEDI
- Pursuant to Notice No. 417/TB-BGTVT dated 29/9/2010
- Pursuant to Official letter No. 598/VEC-DA dated 4/10/2010 issued by VEC to TEDI
- Pursuant to The letter No. 725/VEC-KTCNMT dated 19/10/2010 issued by VEC to TEDI
- Pursuant to Official letter No.1570/BQL-DNQN dated 19/10/2010 issued by PMU85 to VEC
- Pursuant to Official letter No.809/VEC-DA dated 1/11/2010 issued by VEC to TEDI
- Pursuant to Official letter No.873/VEC-DA dated 8/11/2010 issued by VEC to TEDI
- Pursuant to Minutes of Handing over of ROW for section Km2-Km8+000
- Pursuant to Minutes of Handing over of ROW for section Km8-Km19+200
- Pursuant to Minutes of Handing over of ROW for section Km60-Km65
- Pursuant to Minutes of Handing over of ROW for section Km65+000-Km66+335.75
- Pursuant to Minutes of Handing over of ROW for section Km66+335.75-Km68+309
- Pursuant to Minutes of Handing over of ROW for section Km68+309-Km73+000
- Pursuant to Minutes of Handing over of ROW for section Km109+543-Km112+200
- Pursuant to Minutes of Handing over of ROW for section Km112+200-Km125+500
- Pursuant to Minutes of Handing over of ROW for section Km125+500-Km 129+640 and Linking Section to NH1A

This Contract made and entered into this 01 June 2012, by and between:

Joint Venture of NK-NEC-CHODAI-TEC duly organized and existing under the laws of Viet Nam, with its principal office located at Unit 2, 11th floor, PVFC Danang Building,

[Handwritten signature]

Lot A2.1, April 30 Street, Hai Chau District, Danang City, Vietnam (hereinafter referred to as the "Consultant") and Transport Engineering Design Inc.(TEDI), duly organized and existing under the laws of Vietnam, with its principal office located at 278 Ton Duc Thang Street, Dong Da District, Hanoi, Vietnam (hereinafter referred to as the "Sub-consultant")

WITNESS THAT the parties covenant, promise and agree as follows:

The Sub-consultant provide the relevant documents related with ROW stakes which were already installed and handed-over to the local authorities during his feasibility study period witnessed by PMU85.

The Consultant agrees to pay the Sub-consultant in consideration of the fulfillment of the Works, the Contract Price of Seventy Two Thousand Two Hundred Fourteen US Dollar only (USD 72,214), including USD 6,565 of VAT, in lump sum, in accordance with the terms and conditions specified in Clause 2.3 of General Conditions.

It is agreed that the terms, conditions and requirement of the Contract shall prevail to the extent that are expressly modified or altered by this Contract.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed in duplicate as of the date first above written by its duly authorized representative.

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



Phạm Hữu Sơn

General Director

Transport Engineering Design Inc.(TEDI)

II. GENERAL CONDITIONS OF CONTRACT

2.1 Definitions

The following words and expressions shall have the meaning assigned to them except where the context otherwise requires:

- (a) The "Client" shall mean Project Management No.85 (PMU85) under Ministry of Transport (MOT) of Government of Socialist Republic of Vietnam (GOV).
- (b) The "Project" shall mean Da Nang – Quang Ngai Expressway Development Project, approximately 140 km long, in the central Vietnam.
- (c) The "Service" shall mean the Consulting Services for Detailed Design for Da Nang – Quang Ngai Expressway Development Project to be carried out by the Joint Venture.
- (d) The "Joint Venture" shall mean the Joint Venture of Nippon Koei Co., Ltd., Nippon Engineering Consultants Co., Ltd., Chodai Co., Ltd. and Thai Engineering Consultants Company Limited to supervise the Works at the Site(s) in Vietnam where the Contract has to be carried out. Whereas, the Joint Venture, was assigned by the Government of Vietnam to undertake the Consulting Services for Detailed Design for Danang - Quang Ngai Expressway Development Project.
- (e) "NK" shall mean Nippon Koei Co., Ltd., the prime consulting firm responsible for the implementation of the Service having an address of its head office at:

4, Kojimachi 5-chome,
Chiyoda-ku, Tokyo, 102-8539, Japan
- (f) The "Project Manager" shall mean team leader of the Joint Venture approved by the Client.
- (g) The "Consultant" shall mean a person or persons of the Joint Venture appointed by the Project Manager.
- (h) The "Sub-consultant" shall mean the person whose bid has been accepted by the Consultant and approved by the Client.
- (i) The "Contract" shall mean the agreement between the Consultant and the Sub-consultant, and include General Conditions and Priced Bill of Quantities (BOQ) attached hereto.
- (j) The "Site" shall mean the places of the area shown on the attached project location map in Appendix-A.
- (k) The "Works" shall mean the transfer of relevant documents related with the staking of Land acquisition and ROW which were already carried out and transferred to the

local authorities during the Sub-consultant's feasibility study as shown in the Bill of Quantities attached in the Appendix C.

- (l) The "Contract Price" shall mean the sum named in the Contract as the Contract price.
- (m) The "Bill of Quantities" or "BOQ" shall mean the price schedule attached to the Contract.
- (n) The "Unit Price" shall mean the unit price stated in the Bill of Quantities.
- (o) The "Drawings" shall mean the drawings referred in the Contract and any modification of such figures and drawings approved in writing by the Consultant.
- (p) "Day, Week, Month, Year" shall mean calendar day, calendar week, calendar month and calendar year.
- (q) "Approval" or "Approved" shall mean approval or approved in writing by the Consultant.
- (r) "Writing" shall mean any manuscript, typewritten or printed statement under seal or hand. Words importing the singular only also include the plural and vice versa where the context requires. The fact that the words defined in this Clause are or are not capitalised in the Contract shall not affect their meaning.

2.2 Time for Commencement and Completion

The commencement date of the Works is 1 June 2012 and the whole of the Works shall be completed not later than 31 August 2012.

2.3 Terms of Payment

- 1) This is a lump sum contract.
- 2) First payment equivalent to Fifty percent (50%) of the Contract Price shall be made to the Sub-consultant after the Sub-consultant submit all original related document including the minute of hand over for the Land acquisition and ROW with the local authorities.
- 3) Final payment equivalent to Fifty percent (50%) of the Contract Price shall be made to the Sub-consultant after the Client issue no objection letter for the submission of all of the relevant documents by the Consultant.
- 4) Payment procedure is provided in Appendix-B. Remittance charge shall be paid by the Sub-consultant.
- 5) The Sub-consultant shall issue VAT invoice for each payment.

2.4 Taxes and Related Charges

All the income and other taxes, levies, imposes, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of Vietnam or any subdivisions thereof or any taxing authority therein, upon the Sub-consultant and his staff shall be paid and/or borne by the Sub-consultant.

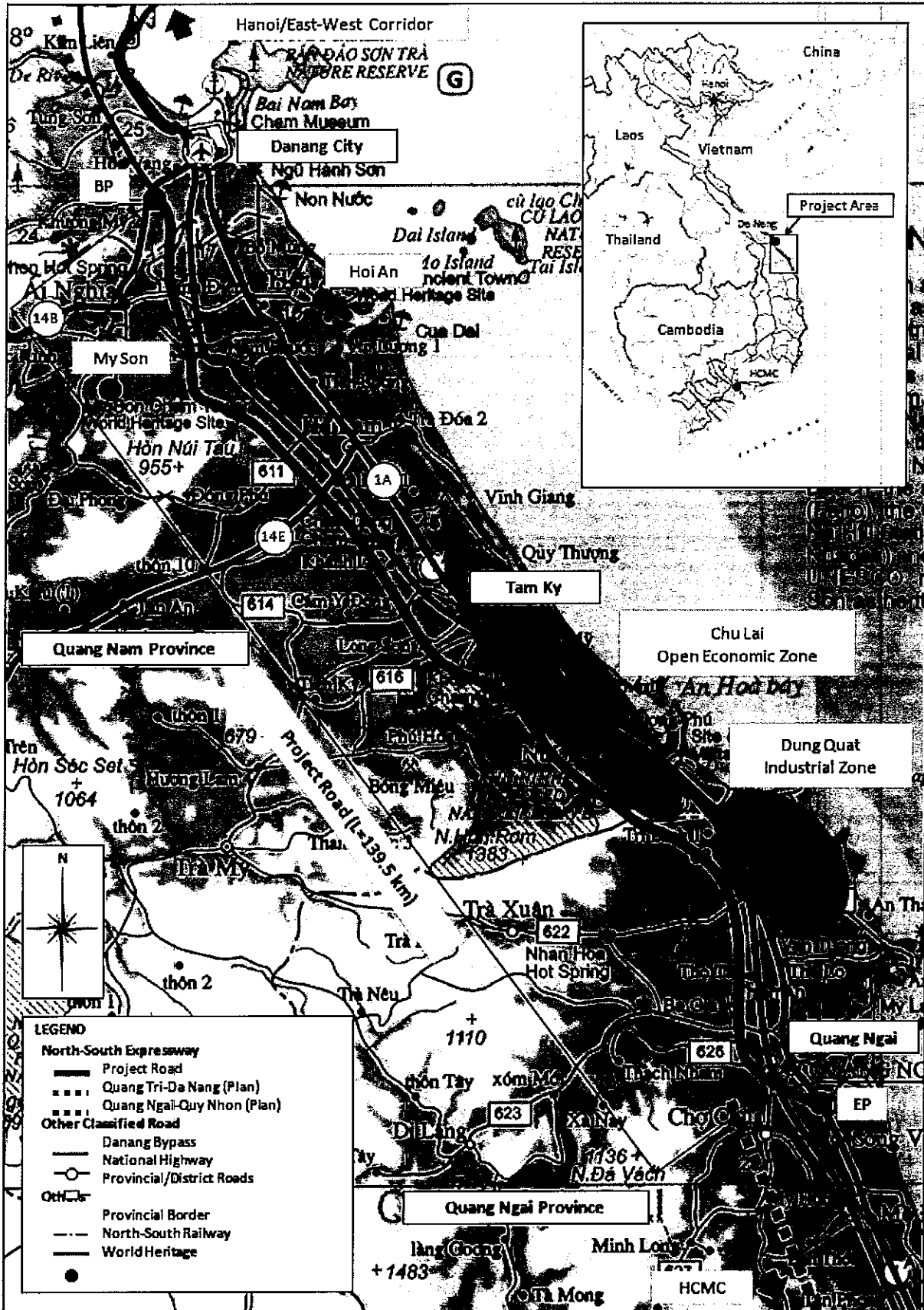
2.5 Notice and Correspondence

Any notice to be given to the Sub-consultant shall be served by sending the same by post, facsimile, email, or leaving the same at the Sub-consultant's principal place of business, or to the address of his representative at the Site. Any notice to be given to the Consultant shall be served by sending the same by post, facsimile, email, or leaving the temporary site office of the Consultant in Danang, or to NK address as stated in the Contract.

2.6 Documents

- 1) All the correspondences, figures, drawings and other documents shall be made in English.

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Consulting Services for Detailed Design for
 Da Nang Quang Ngai Expressway Development Project
 (DQEDP-DD)

Project Location Map

Handwritten signature/initials

Appendix-B: Mode of Payment

- A. The Sub-consultant shall submit an invoice for services performed by him/her. A sample invoice form is attached hereto.
- B. The above invoices shall be submitted to NK with the following particulars:

Address : Mr. Ichizuru Ishimoto
Project Manager

Detailed Design for Danang-Quang Ngai Expressway
Development Project

Unit 2, 11th floor, PVFC Danang Building, Lot A2.1, April 30
Street, Hai Chau District, Danang City, Vietnam

Project Code : JA08O1057

- C. The payment shall be made in US Dollar of telegraphic transfer to the account mentioned below within one (1) month from the date of the receipt of the invoice. The Sub-consultant shall confirm in advance the reliability of transferring to this account.

Bank Name : _____
Branch Name : _____
Account Name : _____
Account Number : _____
Bank Address : _____
Country : Vietnam
(where the bank exists):

- D. Remittance charges shall be deducted from the amount of each payment.

Bill of Quantities (BOQ)

No	Section	Province	Amount
I	Installation of Land Acquisition and ROW Stakes		
1	Km2-KM8	Da Nang	8,933
2	Km8-KM19+200	Quang Nam	11,906
3	Km 60-KM73	Quang Nam	12,591
4	KM109-KM131 and section to NH1	Quang Ngai	27,569
II	Design fee		4,650
	Sub-total		65,649
	VAT (10%)		6,565
			72,214