

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Hanoi, 19th May 2016

CONTRACT

No.: 02/2016/DD HRR3

**Sub: Provide consultant expert for technical design for Hanoi City Ring Road No.3
Construction Project, Mai Dich – South Thang Long section**

BETWEEN

NIPPON KOEI CO., LTD

AND

VIETNAM JAPAN ENGINEERING CONSULTANTS CO.,LTD



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**Sub: Provide consultant expert for technical design for Hanoi City Ring Road No.3
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I. BASES FOR CONTRACT SIGNING

- Pursuant to Construction Law No. 50/2014/QH13 dated 18/06/2014;
- Pursuant to Decree No. 46/2015/ND-CP dated 12/05/2015 of the Government on the Quality Control and Works Maintenance;
- Pursuant to Decree No. 37/2015/ND-CP dated 22/04/2015 of the Government on regulating in detail civil contracts;
- Pursuant to Consulting Service Contract No. 1725/HD-PMUTL signed on 19/06/2015 between Project Management Unit Thang Long and Joint Venture of Nippon Koei Co., Ltd., Nippon Engineering Consultants Co., Ltd. and Nippon Koei Vietnam International for Package No. 3: Consulting services of Technical Design, Cost estimation and Tender assistance for the Hanoi City Ring Road No.3 Construction Project, Mai Dich – South Thang Long section (hereinafter referred to as “Consulting Service Contract No. 1725/HD-PMUTL”);
- Pursuant to demand and capacity of the parties,

Today, on May 19th 2016, we are as follows:

II. CONTRACT SIGNING PARTIES

1. NIPPON KOEI CO., LTD .(hereinafter referred to as “PARTY A”)

Represented by : Mr. Tetsuya Maeda Position: Chief Representative of
NK in HRR3 Project
Address : 20th floor, ICON4 Building, 243A De La Thanh Street, Dong
Da District, Hanoi, Vietnam
Tel : 04-6277.6782

**2. VIETNAM JAPAN ENGINEERING CONSULTANTS CO.,LTD
(hereinafter referred to as “PARTY B”)**

Represented by : Do Ngoc Trung
Position : Standing Deputy General Director
Address : National University of Civil Engineering, 55 Giai Phong Rd.,
Hai Ba Trung Dist., Hanoi
Tax code : 0102373642
Tel : 84-436288886
Fax : 84-436288885

Two parties agree to sign a Contract for providing Technical Design Experts (hereinafter referred to as “The Expert”) for the Hanoi City Ring Road No.3 Construction Project, Mai Dich – South Thang Long section (hereinafter referred to as “The Project”) upon the terms and conditions specified as below:

Article 1: Number and qualification of consultant experts

1.1 Based on demand of Party A, Party B takes responsibility for providing capable and qualified consultant experts for the Project. List of experts is shown in the attached appendix 1;

1.2 Party B shall be responsible for providing the following documents to Party A:

- CV of the Expert;
- Qualifications, certificates of the Expert.

Article 2: Work requirement for The Expert

The Experts provided by Party B will work under the instruction of Party A or his designated representative. His job is briefly described as below:

- o Checking conformity of design drawings and quantities of concrete bridge structures (superstructure, substructure) revised by BRITEC with comments from MOT and PO1;
- o Working with cost estimator and team leader of Party A;

Article 3: Assignment period of The Expert

3.1 The assignment period of the experts will be from 23/5/2016 to 01/06/2016 (10 days) inclusive as set forth in the appendix 1 attached herewith.

3.2 When a change in the assignment period is made, any additional cost will be calculated based on agreement of both parties.

Article 4: Working condition.

4.1 Working time: The Expert will work from 8:00 to 17:00 (lunch time from 12:00 to 13:00) from Monday to Friday; from 8:00 to 12:00 for Saturday. Working holiday conforms to Vietnamese Labor Law.

4.2 Working place: 20th Floor, ICON4 Building, 243A De La Thanh Str, Dong Da District, Hanoi, Vietnam.

Article 5: Remuneration, bonus, personnel income tax and insurance of The Expert

Based on payment of Party A, Party B is responsible for paying remuneration and bonus and complying with the State’s regulations on personnel income tax and insurances to expert by himself.

Article 6: Contract value

Lump-sum contract value is **8.485.000 VND** (*Eight million four hundred and eighty five thousand Vietnamese Dong*)

The contract value excluded VAT 10%.

Article 7: Payment and form of payment

- After completing, both parties shall carry out acceptance for payment and Party B shall pay full amount of the Contract to Party B.
- Form of payment: Party B shall submit his request for payment to Party A. Party A shall pay by cash to Party B:

Article 8. Rights and obligations of the Party

8.1 Rights and obligations of Party A:

- Create necessary conditions, work place so that the Experts of Party B complete their work assignment;
- Pay in full to Party B as agreed;
- Have the right to request the qualified Expert to satisfy the Project requirements;
- Have the other rights and obligations as provided for by law.

8.2 Rights and obligations of Party B:

- Have the responsibility for providing the capable and qualified Expert in accordance with technicality as required by Party B;
- Party B undertakes that signing this contract does not create any conflict of interests to any other third party and takes full responsibility for this matter;
- Have the other rights and obligations as provided for by law.

Article 9. Other agreements

9.1 Both parties understand and acknowledge that this contract does not constitute relations on labour law;

9.2 Both parties undertake to keep confidentiality for any information relating to this contract except that it is requested by competent;

Article 10. General provisions

10.1 Both parties undertake to volunteer for signing and strictly comply with this contract. Changes and supplementations shall be only valid when both parties make a written agreement;

10.2 During the implementation, if there is any difficulty, both parties will have meeting to discuss and solve out on the basis of mutual negotiation and cooperation. If a settlement can not be reached, this will be referred to a competent Court in Vietnam. The Court's judgement shall be final and binding on the parties;

10.3 Both parties acknowledge that applicable law to this contract is the Vietnamese law. This contract takes effect from the signing date. The contract is made in four (04) copies in English with the same validity. Each party keeps two (02) copies.

For and on behalf of

**VIETNAM JAPAN ENGINEERING
CONSULTANTS CO.,LTD**



Do Ngoc Trung

Deputy General Director

For and on behalf of

NIPPON KOEI CO., LTD.

A blue ink signature in Japanese characters, reading '前田 哲哉' (Maeda Tetsuya).

Tetsuya Maeda

Chief Representative in HRR3 Project

APPENDIX 1. SUMMARY TABLE OF CONTRACT VALUE

(Enclosed with Contract No.: 01/2016/DD HRR3

providing technical design consultant expert for the Project)

Position	Full name	Expected mobilization duration (month)	Total (VNĐ)
Bridge Engineer	Dang Van Hieu	From 23/5/2016 to 01/6/2016	8.485.000