

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Hanoi, 19 February 2016

CONTRACT

No.: 01/2016/HD HRR3-1518/SC-02

**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

**BRIDGE & TUNNEL ENGINEERING CONSULTANT JOINT STOCK
COMPANY**

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Construction Project, Mai Dich – South Thang Long section**

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 February 19th 2016, we are as follows:

II. CONTRACT SIGNING PARTIES

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

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

2. BRIDGE&TUNNEL ENGINEERING CONSULTANT JSC
(hereinafter referred to as “PARTY B”)

Represented : Mr. Tran Khanh Ha Position: Director
by
Address : 278 Ton Duc Thang street, Hang Bot ward, Dong Da dist.,
Hanoi city
Account : 2111.0000.000.432 at Joint Stock Commercial Bank for
Investment and Development of Vietnam (BIDV) – Hanoi
branch
Tax code : 0100107959
Tel : 84-04-38. 513040
Fax : 84-04-35110682

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 and his The Experts 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:

- Reviewing and finalizing drawings, quantities and calculations of superstructure, substructures of steel bridge at the office of Party A;
- Assist in reviewing and finalizing drawings, quantities and calculations of superstructure, substructures of concrete bridge at the office of Party A;
- Participating in preparation for documents, technical specification, BOQ, bidding documents and cost estimation at the office of Party A;
- Working with Appraisal Consultants, TCQM, MOT;
- Combine final design data and output together with Mr Tokumaru, an engineer of Party A at the office of Party A.

Article 3: Assignment period of The Expert

3.1 The assignment period of the experts will be from 19/2/2016 to 30/4/2016 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 each expert by himself.

Article 6: Contract value

7.1 Lump-sum contract value is **66.480.000 VND** (*Sixty six million four hundred and eighty thousand Vietnamese Dong*)

Article 7: Advance payment, payment and form of payment

- Within 20 days of mobilization, Party A shall make an advance equal to 50% of the Contract amount to Party B, corresponding to 33,240,000 VND.
- After completing, both parties shall carry out acceptance for payment and Party B shall pay the rest of the Contract amount to Party B.
- Form of payment: Party B shall submit his request for payment to Party A. Party A shall transfer to Party B with the following details:

| | |
|-----------------------|--|
| Account name: | Bridge & Tunnel Engineering Consultant JSC |
| Account number (VND): | 2111.0000.000.432 |
| Name of the Bank: | Bank for Investment & Development of Vietnam JSC |
| Bank Address: | 4B, Le Thanh Tong Str., Hanoi, Vietnam |
| Branch Name: | Hanoi branch |

Article 8. Rights and obligations of the Party

9.1 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.

9.2 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

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

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

10.3 In cases whose legitimate causes are provided, both parties can agree to suspend or terminate the contract ahead of schedule. Then, the party wants to terminate / suspend the contract, he must notify to the other not later than 1 month before wishing to terminate or suspend.

Article 10. General provisions

11.1 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;

11.2 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 refered to a competent Court in Vietnam. The Court's judgement shall be final and binding on the parties;

11.3 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

BRIDGE&TUNNEL ENGINEERING
CONSULTANT JSC



Tran Khanh Ha

Director

For and on behalf of

NIPPON KOEI CO., LTD .

A blue handwritten signature in Japanese characters, reading "前田 哲哉".

Tetsuya Maeda

Chief Representative in HRR3 Project

APPENDIX 1. SUMMARY TABLE OF CONTRACT VALUE
(Enclosed with Contract No.: 01/2016/HD HRR3-1518/SC-02
providing technical design consultant expert for the Project)

| Position | Full name | Expected mobilization duration (month) | Total (VNĐ) |
|-----------------|------------------|---|--------------------|
| Bridge Engineer | Dinh Van Nghia | From 19/2/2016 to 30/4/2016 | 66.480.000 |