

**ADDENDUM NO. 2  
TO CONTRACT NO. 01/DD-EDDQP/2011  
FOR DETAILED DESIGN (D.D) CONSULTING SERVICES UNDER (DA NANG –  
QUANG NGAI) EXPRESSWAY DEVELOPMENT PROJECT (DQEP)**

This **ADDENDUM NO. 2** to Contract No. 01/DD-EDDQP/2011 is made on November 29, 2012, between, on the one hand, Project Management Unit No. 85 (PMU85) (hereinafter called the "Client"), and, on the other hand, a joint venture of consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, Nippon Koei Co., Ltd., Nippon Engineering Consultants Co., Ltd., Chodai Co., Ltd. and Thai Engineering Consultants Co., Ltd. (hereinafter called the "Consultant").

**WHEREAS**, the parties hereto signed Contract No. 01/DD-EDDQP/2011 dated November 15, 2011 (the Original Contract) and Addendum No. 1 to the Original Contract dated December 27, 2011 for D.D consulting services under DQEP.

**WHEREAS**, the PPTAF application for D.D consulting services under DQEP was concurred by WB's letter dated September 10, 2012 and Ministry of Planning & Investment (MPI)'s Decision No. 1235/QD-BKHDT dated September 26, 2012. In order for eligibility of the Subproject Financing Agreement (SFA), parties agreed to modify some contents of the signed contract.

**WHEREAS**, the Consultant requested the Client for approval of change of the information of their account for local currency (VND) by his letter No. DQEDD-PMU85-121-12 dated October 12, 2012 regarding amendment of account No. for Vietnam Dong.

**WHEREAS**, Item 6.6 of SCC stipulates that the source of exchange rate applied for payment of CIT and VAT is Interbank one issued by the Vietnam State Bank. However, as Interbank does not issue the exchange rate of JPY/VND, PMU85 and the Consultant re-discussed and agreed on the source of that exchange rate.

**NOW THIS ADDENDUM NO. 2 WITNESSES THE FOLLOWINGS:**

1. The content of Clause 2.6.1 in the General Conditions of the Original Contract applied in accordance with WB's Guidelines: Selection and Employment of Consultant by WB Borrowers revised in May 2002 shall be modified in accordance with the Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated May 2004 and revised in October 2006 and May 2010 as follows:

2.6.1 By the Client	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).</p> <p>(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes insolvent or bankrupt.</p> <p>(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>
---------------------	--



	<p>(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 7 hereof.</p>
--	---

2. The content of Clause 6.4 in the Special Conditions of the Original Contract and Item 1 of Addendum No. 1 regarding the Consultant's bank account for local currency shall be modified as follows:

6.4	<p>.....</p> <p>For local currency</p> <p>Currency account: 0041000142843</p> <p>Account Name: Lien Danh NK-NEC-CHODAI-TEC</p> <p>Bank Name: Vietcombank – Da Nang Branch</p> <p>Full address of Bank: 153 Ngu Hanh Son Street, Bac My An Ward, Ngu Hanh Son Dist, Da Nang city, Vietnam</p> <p>.....</p>
-----	---

3. The content of Clause 6.6 in the Special Conditions of the Original Contract shall be modified as follows:

6.6	<p>.....and the source of applied exchange rate of USD/VND is Interbank one issued by the Vietnam State Bank; The source of applied exchange rate of JPY/VND is Vietcombank.</p>
-----	--

4. All terms and conditions of the Original Contract and Addendum No. 1 other than those amended above shall remain unchanged and in force.
5. Addendum No. 2 is made in ten (10) sets of the same validity, each party shall keep five (5) sets.


**IN WITNESS WHEREOF**, the Parties hereto have caused this Addendum No. 2 to be executed on the day, month and year indicated above.

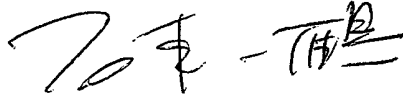
**For and on behalf of Project Management Unit No. 85**



Nguyễn Ngọc Canh  
General Director

*(Handwritten signatures and initials)*

For and on behalf of each of the Members of the Consultant  
Nippon Koei Co., Ltd. 



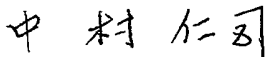
**Akira Mizukoshi**  
*Deputy Director General of Overseas Consulting Administration*

**Nippon Engineering Consultants Co., Ltd.**



**Satoshi Yoshizaki**  
*Chief Representative of Hanoi Office*

**Chodai Co., Ltd.**



**Hitoshi Nakamura**  
*Director International Division of Structural Engineering Department*

**Thai Engineering Consultants Co., Ltd.**



**Pongsak Dej-Udom**  
*President*

