

ADDENDUM NO. 2
TO
CONTRACT FOR TOPOGRAPHIC SURVEY WORKS
FOR
Detailed Design For DaNang - QuangNgai Expressway Development Project

This Addendum No. 2 is made on the 10th day of the month of April, 2012 between Joint Venture of NK – NEC – Chodai – TEC (hereinafter referred to as the “Consultant”) on the one part, and Technology Development & Investment Consultant joint Stock Company (hereinafter referred to as the “Sub-Consultant”) on the other part, concerning the Principle Contract dated August 22nd, 2011 for Topographic survey works for Detailed Design for Da Nang - Quang Ngai Expressway Development Project (hereinafter referred to as the “Principle Contract”); Contract dated December 02nd, 2011 (hereinafter referred to as the “Contract”).

WITNESSETH:

WHEREAS, In sub-clause 2.14 Variations and Omissions of Clause II. General conditions of contract, in case such modifications and/or variations requested are not included in the BOQ, both Parties will discuss to make a supplementary agreement to the Contract.

WHEREAS, Letter No DQEDD-TDIC-03-12 dated 15 March 2012: Commencement of Topographic Survey Works for Temporary Access Roads;

WHEREAS, Letter No DQEDD-TDIC-04-12 dated 4 April 2012: Commencement of Topographic Survey Works for Residential Area.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The additional survey cost for Temporary Access Road, Residential area shall be paid:

No	Item	Specifications	Unit	Unit Price (USD)	Quantity	Amount (USD)
II	Additional Survey					
1	Temporary access road					14,000.0 -
a	Control Point	Class II	(nos.)	92.74	30.00	2,782.20
b	Leveling Network		(km)	82.15	25.50	2,094.83
c	Planimetric (2D-Point) Survey	1/1000	(ha)	59.90	102.64	6,148.14
d	Mobilization / Demobilization		(Ls)			1,481.61
e	Reporting (2%*(a+b+c))					220.50
f	VAT (10%*(a+b+c+d+e))					1,272.73
2	Survey for Residential area					3,700.0 -
a	Planimetric (2D-Point) Survey	1/1000	(ha)	59.90	53.28	3,191.47
b	Mobilization / Demobilization		(Ls)			108.33

3/4 lal

c	Reporting (2%*(a))					63.83
d	VAT (10%*(a+b+c))					336.36
	TOTAL (1+2)					17,700.0 -

In words: Seventeen thousand, seven hundred US Dollar.

2. The Payment shall be settled by Consultant to Sub-Consultant as the following Payment Schedule:

- 1) First payment: N/A.
- 2) Interim payment: equivalent to Eighty percent (80%) of the Addendum price shall be made to the Sub-consultant upon acceptance of the outcome for additional work by the Consultant.
- 3) Final payment: equivalent to Twenty percent (20%) of the Addendum price shall be made to the Sub-consultant upon issuance of "Work Completion Certificate" by the Consultant after received the acceptance letter from PMU85.
- 4) The Sub-Consultant shall issue VAT invoice for each payment.

3. Executive clause:

- 1) The Addendum No.2 is an inseparable part of the Contract.
- 2) The other contents in the Contract which are not mentioned in this addendum No.2 are kept intact.
- 3) This Addendum No.2 is made into four (04) copies with same legal value, each Party preserves 02 (two) copies.
- 4) Effectiveness of the Contract: This Addendum No.2 shall come into force and effect from the signing date.

4. All contents of the Principle Contract and Contract, and Addendum No.1 which are not specifically modified by this Addendum No.2 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No.2 in duplicate in English, in their respective names as of the day and year first above written.

**For and on behalf of
JOINT VENTURE OF NK – NEC –
CHODAI - TEC.**



**Ichizuru ISHIMOTO
Project Manager**

**For and on behalf of
TECHNOLOGY DEVELOPMENT
& INVESTMENT CONSULTANT**



**Tran Hoai Nam
General Director**