

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

This Contract Addendum No. 2 is made on the 18<sup>th</sup> day of the month of June, 2012 between Joint Venture of NK – NEC – Chodai – TEC (hereinafter referred to as the “Consultant”) on the one part, and E&R Engineering Consultants Joint Stock Company (hereinafter referred to as the “Sub-Consultant”) on the other part, concerning the Principle Contract dated August 22<sup>nd</sup>, 2011 for Topographic survey works for Detailed Design for Da Nang - Quang Ngai Expressway Development Project; Contract dated December 02<sup>nd</sup>, 2011; Addendum No.1 dated April 3<sup>rd</sup>, 2012 (hereinafter referred to as the “Contract”);

**WITNESSETH:**

WHEREAS, the requirement from the Joint Venture by the letter No.DQEDD-ENR-04-12 dated March 9<sup>th</sup>, 2012 in request for additional planimetric survey for populous resident areas at 8 sections.

AND WHEREAS, it was mutually agreed in Clause 2.14 in the 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”.

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

1. The additional price for additional works is estimated as **USD 2,847.9 (in words: Two thousand, eight hundred and forty seven point nine US Dollars)**, in accordance with the below table and the terms & conditions specified in the Contract.

No.	Items	Unit Price (USD)	Quantity (ha)	Amount (USD)	Remark
1	Additional planimetric survey for populous resident areas	35.96	72	2,589	
2	VAT (10%)			258.9	
3	Total (including VAT)			<b>2,847.9</b>	

*The official value of additional price will be defined on final additional quantity approved by the Consultant.*

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.

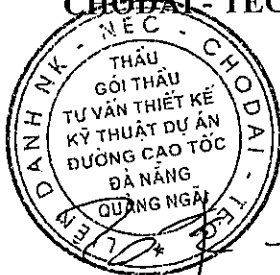


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- 3) Final payment: equivalent to Twenty percent (20%) of the Addendum price shall be made to the Sub-consultant upon issuance of "Work Completion Certificate" by the Consultant after received the acceptance letter from PMU85.
  - 4) The Sub-Consultant shall issue VAT invoice for each payment.
3. Executive clause:
- 1) The ADDENDUM is an inseparable part of the Contract.
  - 2) The other contents in the Contract which are not mentioned in this addendum are kept intact.
  - 3) This Addendum is made into four (04) copies with same legal value, each Party preserves 02 (two) copies.
  - 4) Effectiveness of the Contract: This Addendum shall come into force and effect from the signing date.

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.**



**I chizuru ISHIMOTO  
Project Manager**

**For and on behalf of  
E&R ENGINEERING  
CONSULTANTS JOINT STOCK  
COMPANY**



**Nguyen Quang Loc  
President**

