

ADDENDUM NO. 2
FOR
CONTRACT
FOR
ENGINEERING GEOLOGICAL SURVEY WORKS
Package A3 (Tra Bong Bridge Section) (Km108+775.25-Km109+230.25)
FOR
Detailed Design For DaNang - QuangNgai Expressway Development Project

This Addendum No. 2 is made on the ~~31~~ day of the month of ~~December~~, 2013 between Joint Venture of NK – NEC – Chodai – TEC (hereinafter referred to as the “Consultant”) on the one part, and Thang Loi Engineering Consultant Co.,Ltd (hereinafter referred to as the “Sub-Consultant”) on the other part, concerning the Contract dated 01 August 2012 for Engineering Geological Survey for Package A3 (Tra Bong Bridge Section) (Km108+775.25-Km109+230.25) (hereinafter referred to as the “Original Contract”).

WITNESSETH:

WHEREAS, On the dated 15 November 2011, The Consultant and Project Management Unit 85 (PMU85) signed the contract No.01/DD- EDDQP/2011 for Consulting Services for Detailed Design for Da Nang – Quang Ngai Expressway Development Project;

WHEREAS, It was mutually agreed in Clause 2.14 in the Contract: “In case some modification and/or variation are requests made by Consultant and/or Client, those works shall be paid by Consultant basing on the unit price in BOQ and the actual quantity”;

WHEREAS, The Acceptance Minutes for Engineering Geological survey for Package A3, Tra Bong Bridge Section (Km108+775.25-Km109+230.25), which was approved by PMU85 dated June 05, 2013.

The Acceptance Minutes for Engineering Geological survey for Package 6, A2-1,A2-2, A4 and A5 (Additional borings) which was approved by PMU85 dated June 25, 2013.

The Acceptance Minutes for Engineering Geological survey for Package A1 (Additional borings) which was approved by PMU85 dated July 12, 2013.

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

- I. Delete the Addendum No.1 entirely & replace with the Addendum No.2
- II. Followings shall be supplemented or modified in this Addendum. Clauses not specifically supplemented or modified shall remain in effect.

Part II. General Conditions of Contract

2.1. Definitions

Add new items as follows:

- (s) The “Prime Contract” shall mean the contract for Consulting Services for Detailed Design for Da Nang – Quang Ngai Expressway Development Project between PMU85 and the Consultant on 15 November 2011.

(t) The “Original Contract” shall mean the contract for Engineering Geological Survey Work, Package A3, Tra Bong Bridge Section (Km108+775.25-Km109+230.25) between the Consultant and the Sub-Consultant dated 1 August 2012.

(u) The “Original Contract Price” shall mean the sum named in the Original Contract as the Contract Price.

(v) The “Original Scope” shall mean the scope of works stipulated in the Terms of Reference (TOR) in the Prime Contract.

(w) The “Additional Scope” shall mean the scope of works NOT stipulated in the Terms of Reference (TOR) in the Prime Contract.

(x) The “Supplemental Work” shall mean supplemental work, which is not included the scope of the Contract, and to be carried out under the Original Scope, by the official instruction of the Consultant to the Sub-Consultant. No amendment of the Contract is required.

(y) The “Additional Work” shall mean additional work to be carried out under the Additional Scope. Amendment of the Contract is required.

2.12. Terms of Payment

For Clause 2.12, delete the whole sentences and replace with the following sentence:

- 1) This is a unit rate contract.
- 2) As soon as the Works has been started, the Sub-Consultant shall submit to the Consultant, the invoices of amount payable. After checking the invoices, the Consultant shall pay the Sub-Consultant in respect of the Works. The Consultant reserves the right to exclude such items that are not considered to be authenticated, from the payment.
- 3) First payment: Thirteen Thousand Nine Hundred Four US Dollars (USD 13,904) equivalent to Forty percent (40%) of the Original Contract Price shall be made to the Sub-Consultant after approval by the Consultant for both of the following items:
 - Completion of mobilization of personnel and equipment at the Site,
 - Approval of the work plan by the Client.
- 4) Second payment: Thirteen Thousand Nine Hundred Four US Dollars (USD 13,904) equivalent to Forty percent (40%) of the Original Contract Price shall be made to the Sub-Consultant upon acceptance of the outcome by the Consultant.
- 5) Third payment shall be paid for the remaining amount of the Original Contract after adjustment in accordance with performed work quantities for the Original Scope including the Supplemental Works. The payment equivalent to Twenty Two Thousand Nine Hundred Fifteen US Dollars (USD 22,915).
- 6) Forth payment: Four Thousand Two Hundred Seventeen US Dollars (USD 4,217) equivalent to fifty percent (50%) of the Additional Work shall be made to the Sub-Consultant upon the

- 7) Final payment: Four Thousand Two Hundred Seventeen US Dollars (USD 4,217) equivalent to fifty percent (50%) of the Additional Work shall be made to the Sub-Consultant within six (06) months since the acceptance minutes for engineering geological survey is agreed by the Client.
- 8) No extra payments in respect of overtime, holiday work, additional equipment, materials and facilities, or special conditions of hardship shall be claimed by the Sub-Consultant beyond the Contract price.
- 9) Payment procedure is provided in Appendix-B. Remittance charge shall be paid by the Sub-Consultant.
- 10) The Sub-Consultant shall issue VAT invoice for each payment.

Appendix E – Priced Bill of Quantities

Delete Table of Bill of Quantities (BOQ) entirely and replace with the following BOQ:

All contents of the Contract, 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 the Consultant



Shizuru ISHIMOTO
Project Manager
JOINT VENTURE OF NK - NEC -
CHODAI - TEC.

For and on behalf of the Sub-Consultant



Nguyen Manh Cuong
Director
THANG LOI ENGINEERING
CONSULTANTS CO.,LTD