Loan Agreement No. VN14-P4

# LOAN AGREEMENT

For

Dong Nai Province Water Infrastructure Construction Project

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

Dated July 4, 2015

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Loan Agreement No. VN14-P4, dated July 4, 2015, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM dated March 31, 2015 concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Socialist Republic of Viet Nam,

the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "**JICA**") and THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM (hereinafter referred to as the "**Borrower**") herewith conclude the following Loan Agreement (hereinafter referred to as the "**Loan Agreement**", which includes all agreements supplemental hereto).

## Article I

## Loan

### Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding FOURTEEN BILLION NINE HUNDRED TEN MILLION Japanese Yen (¥14,910,000,000) as the principal for the implementation of Dong Nai Province Water Infrastructure Construction Project described in Schedule 1 attached hereto (hereinafter referred to as the "**Project**") on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the "**Loan**"); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the above-mentioned maximum amount of the Loan, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

(1) The Borrower shall cause the proceeds of the Loan to be used for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as the "**Supplier(s)**") of the eligible source country(ies) described in Section 2. of Schedule 4 attached hereto (hereinafter referred to as the "**Eligible Source Country(ies)**") in accordance with the allocation described in Schedule 2 attached hereto.

(2) The final disbursement under the Loan Agreement shall be made within the period from the Effective Date of the Loan Agreement to the same day and month ten (10) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "**Disbursement Period**"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.

(3) Notwithstanding the stipulation in Section 2. (2) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.

## Article II

## Repayment, Interest and Front-End Fee

Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule as set forth in Schedule 3 attached hereto.

Section 2. Interest and Method of Payment thereof

(1) The Borrower shall pay the interest to JICA semi-annually on January 20 and July 20 each year (hereinafter each referred to as the "**Payment Date**") in arrears at the rate of one and four-tenths percent (1.4%) per annum on the

principal corresponding to categories (a) and (b) below disbursed (hereinafter referred to as the "**Principal (I)**") and outstanding for each Interest Period:

(a) the principal of the Loan allocated to Categories (A) and (C)-i) (provided for in Section 1. of Schedule 2 attached hereto); and

(b) any principal reallocated from Category (D) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to Section 2. (1) (a) above.

(2) The Borrower shall pay the interest to JICA semi-annually on January 20 and July 20 each year (hereinafter each referred to as the "**Payment Date**") in arrears at the rate of one-hundredth percent (0.01%) per annum on the principal corresponding to categories (a) and (b) below disbursed (hereinafter referred to as the "**Principal (II)**") and outstanding for each Interest Period:

(a) the principal of the Loan allocated to Categories (B) and (C)-ii) (provided for in Section 1. of Schedule 2 attached hereto); and

(b) any principal reallocated from Category (D) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to Section 2. (2) (a) above.

Section 3. Front-End Fee and Method of Payment thereof

The Borrower shall pay the Front-End Fee as stipulated in Section 3.05. of the General Terms and Conditions.

## Article III

## Particular Covenants

Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA's General Terms and Conditions for Japanese ODA Loans, dated November 2014 (hereinafter referred to as the "**General Terms and Conditions**"), with the following supplemental stipulations:

(1) The term "**principal**" wherever mentioned in the General Terms and Conditions shall be replaced by "**Principal (I) and Principal (II)**".

(2) Section 3.01. (2) of the General Terms and Conditions shall be read as follows:

(2) In the event that, in the reasonable opinion of JICA, any part of the proceeds of the Loan has been overpaid upon the Borrower's request or used for any purpose other than those stipulated in the Loan Agreement, the Borrower shall refund to JICA, such overpaid or used amount as determined by JICA together with interest accrued thereon at the interest rate applicable to principal under the Loan Agreement (hereinafter referred to as the "**Refund**") for the period from and including the immediately preceding Payment Date up to but excluding the date on which the Refund becomes due, which will be decided reasonably by JICA after consultation with the Borrower (hereinafter referred to as the "**Refund Date**"). Notwithstanding the above, if the Refund Date falls before the Disbursement Period expires, the interest accrued thereon shall be paid to JICA on the Payment Date immediately succeeding the Refund Date.

(3) Section 3.02. (2) of the General Terms and Conditions shall be read as follows:

(2) When all disbursements to be made under the Loan Agreement have been completed;

(a) if there has been any reallocation between Categories which caused any changes in the amounts of Principal (I) and Principal (II), the amortization schedule attached to the Loan Agreement shall be recalculated and amended by JICA based on the amounts of Principal (I) and Principal (II) after such reallocation (hereinafter referred to as the "**Recalculated Schedule**"); and

(b) if the cumulative total of all disbursements is less than the full amount of the Loan stipulated therein, the difference between the full amount of the Loan and the cumulative total of all disbursements shall be deducted proportionately from all subsequent installments of repayment of the principal, as indicated in the amortization schedule attached to the Loan Agreement, or the Recalculated Schedule, if any reallocation as stipulated in paragraph (a) above was made, as applicable, excluding the Subsequent Installments;

(c) provided, however, that all fractions of less than ONE THOUSAND Japanese Yen (¥1,000) of such subsequent installments after the calculations in accordance with paragraph(s) (a) and/or (b) above, shall

be added to the first installment of the subsequent installments.

(4) With regard to Section 3.08. (1) of the General Terms and Conditions, the Borrower shall have all repayment and/or prepayment of principal and payment of Refund, interest and Any Other Charges under the Loan Agreement credited to "JICA-Loan" account No. 0207787 with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Head Office, Japan.

Section 2. Procurement Procedure

The guidelines for procurement and for the employment of consultants mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in the Procurement Procedure attached hereto as Schedule 4.

Section 3. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be Commitment Procedure, Reimbursement Procedure and/or Transfer Procedure as stipulated in the Schedules attached hereto.

Section 4. Administration of Loan

(1) The Borrower shall authorize People's Committee of Dong Nai Province (hereinafter referred to as the "Line Agency") to ensure the overall coordination and management of the Project.

(2) The Borrower shall authorize Dong Nai Water Joint Stock Company (hereinafter referred to as the "Executing Agency") as the executing agency.

(3) The Borrower shall cause the Executing Agency to employ consultants for the implementation of the Project.

(4) The Borrower may, out of the proceeds of the Loan, make a loan(s) to the Executing Agency (hereinafter referred to as the "Sub-loan") for the

implementation of the Project. The terms and conditions of the Sub-loan shall be those acceptable to JICA.

(5) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

(6) The Borrower shall cause the Executing Agency to furnish JICA with progress reports for the Project on a quarterly basis (in March, June, September and December of each year) until the Project is completed, in such form and in such detail as JICA may reasonably request.

(7) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall cause the Executing Agency to furnish JICA with a project completion report in such form and in such detail as JICA may reasonably request.

Section 5. Table of Contents and Headings

Table of Contents and the headings of Articles or Sections herein are inserted for convenient reference only, are not part of the Loan Agreement and do not affect the construction of, or be taken into consideration in interpreting the Loan Agreement.

Section 6. Conditions of Contract

Any contract to be financed out of the proceeds of the Loan shall fulfill the following conditions:

(1) The bid prices shall be stated in Japanese Yen and/or other internationally traded currency, provided, however, that any portion of the bid price which the bidder expects to spend in the Socialist Republic of Viet Nam shall be stated in Vietnamese Dong.

(2) The contract prices shall be stated in Japanese Yen and/or other internationally traded currency, provided, however, that any portion of the contract price which the bidder expects to spend in the Socialist Republic of Viet Nam shall be stated in Vietnamese Dong.

Section 7. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA VIETNAM OFFICE
11th Floor, Corner Stone Building, 16 Phan Chu Trinh Street, Hoan Kiem District, Hanoi, VIET NAM

Attention: Chief Representative

For the Borrower

Postal address:

MINISTRY OF FINANCE
28 Tran Hung Dao Street, Hanoi, VIET NAM

Attention: Director General of Debt Management and External Finance Department

For the Executing Agency

Postal address:

DONG NAI WATER JOINT STOCK COMPANY
48 Cach Mang Thang Tam, Quyet Thang Ward, Bien Hoa City, Dong Nai Province, VIET NAM

Attention: Chairman

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.

IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered in Tokyo, Japan, as of the day and year first above written.

For

JAPAN INTERNATIONAL
COOPERATION AGENCY

Akihiko Tanaka
President

For

THE GOVERNMENT OF
THE SOCIALIST REPUBLIC OF
VIET NAM

Truong Chi Trung
Vice Minister
Ministry of Finance

Schedule 1

Description of Project

Section 1. Outline of the Project

(1) Objective:
The objective of the Project is to increase the water supply capacity along National Highway No. 51 in Dong Nai Province by constructing water supply facilities, thereby contributing to the sustainable development of the Province.

(2) Location:
Dong Nai Province

(3) Line Agency:
People's Committee of Dong Nai Province

(4) Executing Agency:
Dong Nai Water Joint Stock Company

(5) Scope of the Work:
(a) Construction Works
(b) Consulting Services

The proceeds of the Loan are available for the above items (a) and (b).

Any balances remaining on the aforementioned items are to be financed by the Borrower.

Section 2. Limitation of Government Budget

Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's annual budgetary appropriations for JICA.

Schedule 2

Allocation of Proceeds of Loan

Section 1. Allocation

| Category | Amount of the Loan Allocated (in million Japanese Yen) | % of Expenditure to be Financed |
|---|---|---|
| (A) Construction Works | 11,763 | 100% |
| (B) Consulting Services | 1,576 | 100% |
| (C) Interest During Construction | | |
| i) with respect to (A) | 982 | — |
| ii) with respect to (B) | 1 | — |
| (D) Contingencies | 588 | — |
| Total | 14,910 | |

Note: Items not eligible for financing are as shown below.

(a) General administration expenses
(b) Taxes and duties
(c) Purchase of land and other real property
(d) Compensation
(e) Other indirect items

(1) With regard to disbursement in any of Categories (A) and (B), the amount to be disbursed shall be calculated from the eligible expenditure by multiplying with the percentage of the respective Category stipulated in this section, unless otherwise agreed upon between JICA and the Borrower.

(2) Category (C) indicates the estimated cost of the interest on the principal disbursed and outstanding during construction. JICA shall be entitled to disburse as the principal out of the proceeds of the Loan and pay to itself, on behalf of the Borrower, the amounts required to meet payments, when due, of the interest during the construction period of the Project. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement. The final date of such disbursement as described above shall be determined by JICA.

Section 2. Reallocation upon change in cost estimates

If the estimated cost of items included in any of Categories (A) through (C) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, will be allocated by JICA, at the request of the Borrower, to such Category from other Categories, subject, however, to the requirements for contingencies, as determined by JICA, in respect of the cost of items in the other Categories.

Schedule 3

Amortization Schedule

1. Repayment of Principal (I)

| Due Date | Amount (in Japanese Yen) |
|---|---|
| On July 20, 2025 | 325,200,000 |
| On each January 20 and July 20 beginning January 20, 2026 through July 20, 2045 | 325,195,000 |

The loan amount allocated to Category (D) as stipulated in Section 1. of Schedule 2 is tentatively included in the "**Principal (I)**" .

2. Repayment of Principal (II)

| Due Date | Amount (in Japanese Yen) |
|---|---|
| On July 20, 2025 | 38,480,000 |
| On each January 20 and July 20 beginning January 20, 2026 through July 20, 2045 | 38,463,000 |

Schedule 4

Procurement Procedure

Section 1. Guidelines to be used for procurement under the Loan

(1) Procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated April 2012 (hereinafter referred to as the "**Procurement Guidelines**").

(2) Employment of consultants to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for the Employment of Consultants under Japanese ODA Loans dated April 2012 (hereinafter referred to as the "**Consultant Guidelines**").

Section 2. Eligible Source Country(ies)

The Eligible Source Country(ies) for procurement of all goods and services including consulting services to be financed out of the proceeds of the Loan are all countries and areas.

Section 3. JICA's review of decisions relating to procurement of goods and services except consulting services

In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (A), as specified in Section 1. of Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02 of the General Terms and Conditions, be subject to JICA's review and concurrence. For such contracts, the single-stage two-envelope bidding procedure, as provided for in Section 2.03(1) of the Procurement Guidelines, should be adopted.

(1) With regard to any contract the amount of which is estimated to be not less than THREE BILLION Japanese Yen (¥ 3,000,000,000):

(a) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding and Local Competitive Bidding, the Borrower shall submit to JICA a Request for Review of Procurement Procedure(s) (as per Form No.1 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the procurement procedures as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower of its concurrence.

(b) Before advertisement and/or notification of pre-qualification, the Borrower shall submit to JICA, for JICA's review and concurrence, the pre-qualification documents including a pre-qualification evaluation criteria. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly. When the Borrower wishes to make an important alteration to any of the said documents; JICA's concurrence shall be obtained before the documents are sent to prospective applicants.

(c) When the pre-qualified firms have been selected, the Borrower shall submit to JICA, for JICA's review and concurrence, a list of those firms and a report on the selection process, with the reasons for the choice made, attaching all relevant documents, together with a request for review of result of pre-qualification. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly.

(d) Before inviting bids, the Borrower shall submit to JICA, for JICA's review and concurrence, the tender documents such as the notices and instructions to bidders, bid form, bid evaluation criteria, proposed draft contract, specifications, drawings and all other documents related to the bidding. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the tender documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly. When the Borrower wishes to make an important alteration to any of the said documents, JICA's concurrence shall be obtained before the documents are sent to prospective bidders.

(e) When the single-stage two-envelope bidding procedure is adopted, the Borrower shall, before opening price proposals, submit to JICA, for JICA's review and concurrence, the analysis of technical proposals. The Borrower

shall submit to JICA, for JICA's reference, such relevant documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly.

(f) Before sending a notice of award to the successful bidder, the Borrower shall submit to JICA, for JICA's review and concurrence, the analysis of bids and proposal for award. (When the step stipulated in sub-paragraph (e) above is taken, "**analysis of bids**" shall be read hereafter as "**analysis of price proposals**".) The Borrower shall submit to JICA, for JICA's reference, such other documents related to the award, such as tender documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly.

(g) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids or to negotiate with the lowest evaluated bidder (or, failing a satisfactory result of such negotiation, with the next-lowest evaluated bidder) with a view to obtaining a satisfactory contract, the Borrower shall inform JICA of its reasons, requesting prior review and concurrence. When JICA has no objection, JICA shall inform the Borrower of its concurrence. In the case of re-bidding, all subsequent procedures shall be substantially in accordance with the sub-paragraphs (a) through (f).

(h) Promptly after executing a contract but, in any event, before implementation, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower of its concurrence.

(i) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract amount shall not require such concurrence of JICA.

(j) Notwithstanding the provision of sub-paragraph (i) above, with respect to the adjustment of the contract amount made in accordance with the provisions of the original contract (including the price escalation clauses or re-measurement under the original design) which have already been reviewed and concurred by JICA, the Borrower may make an adjustment

to the contract amount pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior written concurrence of JICA.

(2) With regard to any contract the amount of which is estimated to be not less than ONE BILLION Japanese Yen (¥ 1,000,000,000) but less than THREE BILLION Japanese Yen (¥ 3,000,000,000):

(a) The procedures stipulated in Section 3.(1) shall apply.

(b) Notwithstanding the stipulation in Section 3.(2)(a) above, the procedures stipulated in Section 3. (1)(a) through (g) may be disregarded for specific contracts if the Borrower submits to JICA such request in writing and if JICA agrees to such request.

(3) With regard to any contract the amount of which is estimated to be less than ONE BILLION Japanese Yen (¥ 1,000,000,000):

(a) Promptly after executing a contract but, in any event, before implementation, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower of its concurrence.

(b) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract amount shall not require such concurrence of JICA.

(c) Notwithstanding the provision of sub-paragraph (b) above, with respect to the adjustment of the contract amount made in accordance with the provisions of the original contract (including the price escalation clauses or re-measurement under the original design) which have already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior written concurrence

of JICA.

Section 4. JICA's review of decisions relating to employment of consultants

In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (B), as specified in Section 1. of Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02. of the General Terms and Conditions, be subject to JICA's review and concurrence.

(1) Before proposals are invited from consultants, the Borrower shall submit to JICA, for JICA's review and concurrence, a Short List of Consultants and the Request for Proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly. Any further modification by the Borrower of the said documents shall require the prior concurrence of JICA.

(2) When Quality- and Cost-Based Selection (QCBS), as provided for in Section 3.02 of the Consultant Guidelines, is adopted, the Borrower shall, before opening financial proposals, submit to JICA, for JICA's review and concurrence, the Borrower's evaluation of technical proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly.

(3) Before initiating contract negotiations with the highest-ranked consultant, the Borrower shall submit to JICA, for JICA's review and concurrence, the results of the Borrower's evaluation of proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly.

(4) If the Borrower wishes, as provided for in Section 3.01(4) of the Consultant Guidelines, to use single-source selection, the Borrower shall inform JICA in writing of its reasons, for JICA's review and concurrence, together with the name of the consultant to be appointed and the terms of reference. After obtaining the concurrence of JICA, the Borrower may send the Request for

Proposal to the consultant concerned. If the Borrower finds the proposal of the consultant to be satisfactory, it may then negotiate the contract (including the financial terms).

(5) Promptly after executing a contract but, in any event, before implementation, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.3 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower of its concurrence.

(6) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract amount shall not require such concurrence of JICA.

(7) Notwithstanding the provision of Section 4. (6) above, with respect to the adjustment of the contract amount made in accordance with the provisions of the original contract (including the price escalation clauses or re-measurement under the original design) which have already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior written concurrence of JICA.

Form No. 1

Date:
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA VIETNAM OFFICE
Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF PROCUREMENT PROCEDURE

Reference : Loan Agreement No. VN14-P4, dated July 4, 2015, for Dong Nai Province Water Infrastructure Construction Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review the Procurement Procedure as per attached sheet.

We should be grateful if you would notify us of your concurrence.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Attached Sheet for Form No. 1

1. Name of the Project

2. Procedure for Procurement
   ( ) Limited International (Local) Bidding
   ( ) International (Local) Shopping
   ( ) Direct Contract
   ( ) Others ( )

3. Reason for Selection of Procedure for Procurement in Detail
   (For example: technical considerations, economic factors, experiences and capabilities)

4. Name and Nationality of the Supplier
   (in the cases of Limited International (Local) Bidding and Direct Contracting)

5. Estimated Contract Amount
   Foreign Currency
   Local Currency

6. Main Items Covered by the Contract

7. Type of Contract
   ( ) Turnkey Contract
   ( ) Design·Build Contract
   ( ) Civil Works Contract
   ( ) Procurement of Goods/Equipment/Materials
   ( ) Procurement of Services
   ( ) Others

8. Schedule
   i ) Date of Contract
   ii ) Shipping Date and/or Date for Commencement of Works/Services
   iii) Completion Date (for delivery or construction)

Form No. 2

Date:
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA VIETNAM OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT

Reference: Loan Agreement No. VN14-P4, dated July 4, 2015, for Dong Nai Province Water Infrastructure Construction Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. Name and Nationality of the Supplier: _____
3. Address of the Supplier: _____
4. Name of the Purchaser: _____
5. Contract Amount: _____
6. Eligible Expenditure: _____
7. Amount of Financing Applied for: _____
   (representing ___ % of eligible expenditure)
8. Description and Origin of the Goods: _____
9. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:
   (A company): _____
   (B company): _____

We should be grateful if you would notify us of your concurrence to the Contract.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Form No. 3

Date:
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA VIETNAM OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT (for consulting services)

Reference: Loan Agreement No. VN14-P4, dated July 4, 2015, for Dong Nai Province Water Infrastructure Construction Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. Name and Nationality of the Consultant: _____
3. Address of the Consultant: _____
4. Name of the Employer: _____
5. Contract Amount: _____
6. Eligible Expenditure: _____
7. Amount of Financing Applied for: _____
   (representing ____% of eligible expenditure)
8. (In case the Consultant is a Joint Venture) Name, Nationality and Address of each company of the Joint Venture:
   (A company): _____
   (B company): _____

We should be grateful if you would notify us of your concurrence to the Contract.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Schedule 5

Commitment Procedure

Brochure on Commitment Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time, (hereinafter referred to as the "**Commitment Brochure**") shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the purchase of goods and services from the Supplier(s) with respect to the portion of the contract stated in the internationally traded currency other than that of the Socialist Republic of Viet Nam.

The Paying Bank and the Issuing Bank mentioned in the Commitment Brochure shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.

Schedule 6

Reimbursement Procedure

Brochure on Reimbursement Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time (hereinafter referred to as the "**Reimbursement Brochure**") shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the payments already made to the Supplier(s).

1. The Paying Bank mentioned in this Schedule, including the Reimbursement Brochure shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.

2. Immediately after the signing of the Loan Agreement, the Borrower shall designate the Agent Bank for the purpose of taking any action or entering into any arrangement or agreement, on behalf of the Borrower, required or permitted under this Schedule and Reimbursement Brochure and with no delay furnish JICA a notice regarding the name of such Agent Bank in writing.

3. The supporting documents evidencing each payment and its usage, as mentioned in 2.01. (b) of the Reimbursement Brochure, shall be as follows:
   (1) For payments to the supplier(s) against delivery/shipment of goods:
      (a) the invoice from the supplier(s) specifying the goods, with their quantities and prices, which have been or are being supplied/shipped and, if any, bill of lading or similar document evidencing shipment/delivery of the goods listed on the invoice; and
      (b) the receipt from the supplier(s) showing the date and amount of payment, bill of exchange or similar document evidencing the date and amount of payment made to the supplier(s).
   (2) For payments under civil works contracts:
      (a) the claim, bill or invoice from the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the chief engineer or project officer of the Executing Agency assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate can be made

separately from the claim, bill or invoice; and

(b) the receipt from the contractor(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made to the contractor(s).

(3) For payments for consulting services:

(a) the claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them; and

(b) the receipt from the consultant(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made to the consultant(s).

(4) For payments for other services rendered:

(a) the claim, bill or invoice from the service provider(s) specifying the nature of services rendered and amounts charged therefor; and

(b) the receipt from the service provider(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made.

Note: If such services relate to importation of goods (e.g. freight, insurance payments), adequate references shall be given to enable JICA to relate each of these items to the specific goods, the cost of which has been or is to be financed by JICA.

4. Form SSP(T/R) attached hereto shall be substituted for Form SSP(R) attached to the Reimbursement Brochure.

Schedule 7

Transfer Procedure

Transfer Procedure set forth herein may be applied for disbursement of the proceeds of the Loan for the payment to be made to the Supplier(s) of the Eligible Source Country(ies) with respect to the portion of the contract stated in the currency of the Socialist Republic of Viet Nam.

The designated foreign exchange bank in Tokyo wherever mentioned in this Schedule, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo, Japan (hereinafter referred to as the "**Paying Bank**").

Immediately after the signing of the Loan Agreement, the Borrower shall designate the Agent Bank for the purpose of taking any action or entering into any arrangement or agreement, on behalf of the Borrower, required or permitted under this Schedule and Transfer Brochure and with no delay furnish JICA a notice regarding the name of such Agent Bank in writing.

1. Request for Disbursement

(1) When the Borrower receives Claims for Payment from the Supplier(s) through the Executing Agency (substantially as per Form CFP attached hereto), the Borrower shall request JICA to make disbursement for a sum not exceeding the amount actually claimed by the Supplier(s) by sending to JICA a Request for Disbursement in accordance with the Form TRF attached hereto. Each request shall be accompanied by the following documents:

(a) Summary Sheet of Payments substantially as per Form SSP(T/R) attached hereto
(b) A copy of Transfer Instruction addressed to the Agent Bank, substantially as per Form JICA-TI attached hereto
(c) Claims for Payment evidencing the amount to be paid to the Supplier(s)
(d) The following supporting documents evidencing each payment and its usage;

(i) For payments to the supplier(s) against shipment/delivery of goods:
- supplier's/suppliers' invoice specifying the goods, with their quantities and prices, which have been or are being supplied/shipped;
- bill of lading or similar document evidencing shipment/delivery of the goods listed on the invoice.

(ii) For payments for consulting services:
- the claim put in by the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them.

(iii) For payments under civil works contracts:
- the claim, bill or invoice of the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the chief engineer or project officer of the Executing Agency assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate made separately may be sufficient.

(iv) For payments for other services rendered:
- the claim, bill or invoice of specifying the nature of services rendered and amounts charged therefor.

Note: If such services relate to importation of goods (e.g. freight, insurance payments), adequate references shall be given to enable JICA to relate each of these items to the specific goods, the cost of which has been or is to be financed by JICA.

(2) The amount stated in the Request for Disbursement shall be in Vietnamese Dong.

(3) The Borrower shall submit to the Agent Bank Transfer Instruction (substantially as per Form JICA-TI) accompanied by a copy of the Request for Disbursement and Claims for Payment.

2. Disbursement

(1) When JICA finds the Request for Disbursement in order and in conformity with the provisions of the Loan Agreement, JICA shall make disbursement in Japanese Yen. Disbursement will be made, in principle, within fifteen (15) business days from the date of receipt of the Request for Disbursement by

paying into the non-resident Yen account in the name of the Agent Bank, which shall be opened in advance with the Paying Bank on behalf of the Borrower, in accordance with the relevant laws and regulations of Japan.

(2) The amount of disbursement in Japanese Yen shall be calculated at authorized buying rate quoted by The Joint Stock Commercial Bank for Foreign Trade of Vietnam, duly informed through the Paying Bank at least two (2) business days before the day when the disbursement is actually made.

3. Payment to the Supplier(s)

After receiving the disbursed amount from JICA, the Agent Bank shall immediately transfer the exact amount actually claimed in Vietnamese Dong by the Supplier(s) in the Claims for Payment to the corresponding account of the Supplier(s) in accordance with the Transfer Instruction.

4. Delegation of Authority

(1) The Borrower hereby designates the Agent Bank as its agent for the purposes of taking any action or entering into any agreement required or permitted under this Transfer Procedure.

(2) Any action taken or agreement entered into by the Agent Bank pursuant to the authority conferred on the Agent Bank shall be fully binding on the Borrower and shall have the same force and effect as if such action was taken or such agreement was entered into by the Borrower.

(3) The authority conferred on the Agent Bank may be revoked or modified by agreement between the Borrower and JICA.

5. Arrangement

The Borrower shall cause the Agent Bank to make a necessary arrangement with the Paying Bank containing the following in accordance with the authorization conferred on the Agent Bank set forth in 4. above:

(1) To open a non-resident Yen account of the Agent Bank on behalf of the Borrower with the Paying Bank.

(2) To let the Paying Bank make cable advice to the Agent Bank of the disbursement by JICA.

6. JICA shall not be liable for any loss incurred by the Borrower and/or the Supplier(s) owing to any difference between the exchange rate to be used for conversion from Japanese Yen to the currency used for actual payment to the Supplies(s) at the time of transfer and the exchange rate to be used for conversion from the currency used for actual payment to the Supplier(s) to the Japanese Yen at the time of disbursement.

Form CFP

Claims for Payment

Date :

Loan Agreement No.:VN14-P4

Application Serial No. :

To: (Name and Address of the Executing Agency)

We hereby submit Claims for Payment to you for the progress of the work in the following content.

1. Name of Beneficiary:

2. Contract No. and date:

3. JICA Contract Concurrence No. (if available):

4. Description of goods and/or services accomplished:

5. Claimed amount for JICA financing:

6. Accumulated amount already claimed:

7. Total amount (5. + 6.):

Please pay the amount claimed in 5. above into the following account.

Account number:

Account holder's name:

Name of the bank of the Supplier:

Address or branch name of the bank of the Supplier:

SWIFT code:

For:

_____

(Name of the Supplier)

By:

_____

(Authorized Signature)

Form TRF

Request for Disbursement

Date:
Loan Agreement No.: VN14-P4
Application Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY
JICA VIETNAM OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

1. Pursuant to the Loan Agreement No. VN14-P4, dated July 4, 2015, between the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM, the undersigned hereby requests for disbursement under the said Loan Agreement, of the sum of _____ (say _____ ) for the payment of expenditures as described in the Summary Sheet(s) attached hereto.

2. The undersigned has not previously requested for disbursement of any amount from the Loan for the purpose of meeting the expenditures described in the Summary Sheet(s). The undersigned has not obtained nor will obtain funds for such purpose out of the proceeds of any other loan, credit or grant available to the undersigned.

3. The undersigned certifies that:
   a) the expenditures described in the Summary Sheet(s) are made for the purposes specified in the Loan Agreement;
   b) the goods and services purchased with these expenditures have been procured in accordance with the applicable procurement procedures agreed with JICA pursuant to the said Loan Agreement and the cost and terms of purchase thereof are reasonable;
   c) the said goods and services were or will be supplied by the Supplier(s) specified in the attached Summary Sheet(s) and were or will be produced

in (or, in the case of services, supplied from) the applicable eligible country(ies) for Japanese ODA Loans.

4. Please disburse the amount herein requested by paying into the non-resident Yen account of (the name of the Agent Bank) with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo, Japan.

5. This request consists of ___page(s) and _____signed and numbered Summary Sheet(s).

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Form JICA-TI

Transfer Instruction

Date:
Loan Agreement No.: VN14-P4
Application Serial No.:

To: (Name of the Agent Bank)

Pursuant to the Loan Agreement No. VN14-P4, dated July 4, 2015, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM, we hereby request you to transfer the exact amount against our Request for Disbursement No. _____dated _____ into the account of the relevant Supplier mentioned in the Claims for Payment No._____ dated _____ attached to the said Request for Disbursement.

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

encl. Request for Disbursement
Claims for Payment

Form SSP(T/R)

Summary Sheet of Payments

☐Transfer Procedure
☐Reimbursement Procedure

Date:

| L/A No.: VN14-P4 | Application Serial No. | Category : | JICA Concurrence No. :<br>Contract No.: |
|---|---|---|---|

| | | | | | (A) | (B) | (C)=(A)x(B) |
|---|---|---|---|---|---|---|---|
| Item No. | Supplier | Contract Concurrence Amount, or<br>Contract Amount | Date of payment (for Reimbursement Procedure) | Description | Amount Paid (without Tax) | Disbursement Ratio | Amount for JICA Financing |
| 1.<br>2.<br>3.<br>・ | | | | | | 100% | |

Total (A) _____ Total (C) _____

If requested currency is different from (C) above: Exchange rate <dated YYYY> (E): 1 JPY = XX

| Request Amount (D) | (D)=(C)÷(E) |
|---|---|

*The undersigned certifies that the Supplier(s) and payments stated above are eligible under the Loan Agreement.*

For (Name of the Borrower)

_____
Authorized Person's
Signature, Name & Title

**[Transfer Procedure / Reimbursement Procedure]** Tick the procedure applied to this request
**[Category]:** Category Name described in Section 1 of Schedule 2 of the Loan Agreement
**[Contract Concurrence Amount or Contract Amount]:** Concurrence amount by JICA. If not applicable, contract amount
**[Description]** : Description of service/goods, & details of payment (i.e. down payment, an installment payment or the final payment, invoice no., monthly payment, etc).
**[Amount Paid/Payable]:** Amount in the currency claimed by/paid to the Supplier(s). (A) ≧ Eligible amount on the Claims for Payment/or amount on the Receipt
**[Disbursement Ratio]:** Ratio to derive the Amount for JICA Financing against Amount Payable/Paid.
**[Amount for JICA Financing]:** Amount applicable for JICA financing in the currency claimed by/paid to the Supplier(s). If the currency for the final requested amount to JICA is different from (C), indicate the Exchange rate (E) (TTB rate 1 business day prior to the date on the Request for Disbursement/Reimbursement) quoted in accordance with the Brochure on Transfer/Reimbursement Procedure and relevant provision(s) of the Loan Agreement, to calculate the Request Amount (D).

***If the Request for Disbursement/Reimbursement includes payments for more than 1 Category/Concurrence no., prepare the Summary Sheet for each.***