Loan Agreement No.VNVI-6

LOAN AGREEMENT

For

Da Nang Port Improvement Project

Between

THE OVERSEAS ECONOMIC COOPERATION FUND, JAPAN

And

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

Dated March 30, 1999

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Loan Agreement No.VNVI-6, dated March 30, 1999, between THE OVERSEAS ECONOMIC COOPERATION FUND and THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

In the light of the contents of the Exchange of Notes between the Government of Japan and the Government of the Socialist Republic of Viet Nam dated March 29, 1999, concerning Japanese loans to be extended with a view to promoting the economic stabilization and development efforts of the Socialist Republic of Viet Nam,

THE OVERSEAS ECONOMIC COOPERATION FUND (hereinafter referred to as "the Fund") 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

The Fund agrees to lend the Borrower an amount not exceeding TEN BILLION SIX HUNDRED NINETY MILLION Japanese Yen (¥10,690,000,000) as principal for the implementation of the Da Nang Port Improvement 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 said limit, the Fund 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 countries described in 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 not later than the same day and month five (5) years after the effective date of the Loan Agreement , and no further disbursement shall be made by the Fund thereafter, unless otherwise agreed upon between the Fund and the Borrower.

Article II

Repayment and Interest

Section 1. Repayment of Principal

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

Section 2. Interest and Method of Payment thereof

(1) The Borrower shall pay interest to the Fund semi-annually at the rate of one and eight-tenths percent (1.8%) per annum on principal corresponding to categories (a), (b) and (c) below disbursed (hereinafter referred to as "Principal (I)") and outstanding:

(a) Principal disbursed out of the proceeds of the Loan allocated to Categories (A), (B)and (D)-(i) (provided for in Section 1. of Schedule 2 attached hereto);

(b) Service charges disbursed out of the proceeds of the Loan with respect to the disbursement of (1) (a) above;

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

(2) The Borrower shall pay interest to the Fund semi-annually at the rate of three-fourths of one percent (3/4 of 1%) per annum on principal corresponding to categories (a), (b) and (c) below disbursed (hereinafter referred to as "Principal (II)") and outstanding:

(a) Principal disbursed out of the proceeds of the Loan allocated to Categories (C) and (D)-(ii) (provided for in Section 1. of Schedule 2 attached hereto);

(b) Service charges disbursed out of the proceeds of the Loan with respect to the disbursement of (2) (a) above;

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

(3) The Borrower shall pay to the Fund on March 20 of each year the interest that has accrued up to March 19 of that year from September 20 of the preceding year, and on September 20 of each year the interest that has accrued up to September 19 from March 20 of that year, provided that, prior to the date of the final disbursement of the proceeds of the Loan, the Borrower shall pay to the Fund on April 20 of each year the interest that has accrued up to March 19 of that year from September 20 of the preceding year, and on October 20 of each year, the interest that has accrued up to September 19 from March 20 of that year.

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 the Fund's General Terms and Conditions, dated November 1987, with the following supplemental stipulations (hereinafter referred to as "the General Terms and Conditions"):

(1) Article Ⅶ of the General Terms and Conditions shall be disregarded, and, consequently, all references to "the Guarantee" or "the Guarantor", wherever mentioned in the General Terms and Conditions, shall be likewise disregarded.

(2) After a contract is determined to be eligible for the Fund's financing, the name of the Supplier and the amount of the contract may be made public by the Fund.

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

(4) When the Borrower makes repayment of principal or payment of interest or other charges without specifying the order of appropriation, the Fund may decide the order of appropriation among principal, interest or other charges for "Principal (I) or Principal (II)".

(5) The following shall be substituted for Section 3.07. of the General Terms and Conditions:

"Section 3.07. Method of Payment

The Borrower shall have all payment of principal and of interest and other charges on the Loan credited to the Fund's account with The Bank of Tokyo-Mitsubishi, Ltd., Uchisaiwai-cho Office, Tokyo, Japan"

(6) The following shall be substituted for Section 3.05. of the General Terms and Conditions:

"Section 3.05. Overdue Charge

Should repayment of principal or payment of interest or any other charges required under the Loan Agreement be delayed, the interest specified in Section 3.03. shall cease to accrue on such overdue amount of principal on and after the due date and an overdue charge calculated at a rate of two percent (2%) per annum over and above the interest rate specified in the Loan Agreement shall be repayable on the overdue amount of principal, interest or other charges for a period from the due date to the day immediately preceding the day of actual payment thereof, both inclusive."

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 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 as follows :

(1) Commitment Procedure attached hereto as Schedule 5 shall apply in cases of disbursements to the Supplier(s) of the Eligible Source Countries other than the Socialist Republic of Viet Nam with respect to the portion of the contract stated in a currency other than that of the Socialist Republic of Viet Nam.

(2) Reimbursement Procedure attached hereto as Schedule 6 shall apply in case of disbursements for the payments made to the Supplier(s) of the Socialist Republic of Viet Nam, and to the Supplier(s) of the Eligible Source Countries other than the Socialist Republic of Viet Nam with respect to the portion of contract stated in the currency of the Socialist Republic of Viet Nam.

(3) Transfer Procedure attached hereto as Schedule 7 shall apply in cases of disbursements for the payment to be made to the Supplier(s) of the Eligible Source Countries with respect to the portion of contract stated in the currency of the Socialist Republic of Viet Nam.

Section 4. Administration of Loan

(1) The Borrower shall authorize Ministry of Transport (hereinafter referred to as "the Executing Agency") to implement the Project.

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

(3) 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.

(4) The Borrower shall cause the Executing Agency to furnish the Fund 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 the Fund may reasonably request.

(5) 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 the Fund with a project completion report in such form and in such detail as the Fund may reasonably request.

(6) The Borrower shall at all times operate and maintain, or cause the Executive Agency to operate and maintain, any facilities relevant to the Project, and promptly as needed, make or cause the Executive Agency to make all necessary repairs and renewals thereof.

(7) The Borrower may, out of the proceeds of the Loan, make a loan(s) to the Executing Agency (hereinafter referred to as "Sub-loan") for the implementation of the Project. The terms and conditions of the Sub-loan shall be no less favorable than those of the Loan Agreement.

Section 5. Notices and Requests.

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

For the Fund

Postal address:

THE OVERSEAS ECONOMIC COOPERATION FUND
Hanoi Office
4th Floor, 63, Ly Thai To Street, Hanoi, VIET NAM

Attention: Chief Representative, the OECF Hanoi Office

For the Borrower

Postal address:

MINISTRY OF FINANCE
8 Phan Huy Chu Street,
Ha Noi, Viet Nam

Attention : Director of External Finance and Foreign Currency Department

Telex : Call No. 412232
Answer Back Code : 412232 VT MOFI

For the Executing Agency

Postal address :

MINISTRY OF TRANSPORT

80- Tran Hung Dao,

Ha Noi, Viet Nam

Attention : Vice Minister

Telex : Call No.412242

Answer Back Code : BGTVT VT

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

IN WITNESS WHEREOF, the Fund and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at the office of THE OVERSEAS ECONOMIC COOPERATION FUND , Chiyoda-ku , Tokyo , Japan , as of the day and year first above written.

For

THE OVERSEAS ECONOMIC
COOPERATION FUND

Kyosuke Shinozawa
President,
Chairman of the Board

For

THE GOVERNMENT OF
THE SOCIALIST REPUBLIC OF
VIET NAM

Le Thi Bang Tam
Vice Minister,
Ministry of Finance

Schedule 1

Description of the Project

Section 1. Outline of the Project

(1) Objective :To secure fundamental infrastructure for transportation in central Vietnam, by improving Da Nang (Tien Sa) port and related port access.

(2) Location :Son Tra and Ngu Hanh Son District, Da Nang City, Viet Nam

(3) Executing Agency :Ministry of Transport (MOT)

(4) Scope of the Work :

(a) Civil Works
(b) Procurement of Equipment
(c) Consulting Services

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

Any portion not covered by the Loan on the aforementioned items and all other items are to be financed by the Borrower.

Section2. Estimated annual funding requirements are as shown below.

Calendar Year (Jan. - Dec.)	for the Loan (in million Japanese Yen)	for the Project (in million Japanese Yen)
1999	205	1,725
2000	2,309	3,135
2001	5,009	5,318
2002	2,988	3,193
2003	179	266
Total	10,690	13,637

(Exchange Rate : Dong 1 =Yen0.01)

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

Section3. Completion of the Project

The project is expected to be completed by October 2003.

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	6,993	100 %
(B) Procurement of Equipment	1,781	100 %
(C) Consulting Services	820	100 %
(D) Interest during Construction		
i) with respect to (A)	296	___
ii) with respect to (B)	5	___
(E) Contingencies	795	___
TOTAL	10,690	

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

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

(1) With regard to disbursement in each Category, the amount 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 the Fund and the Borrower.

(2) Category (D) indicates the estimated cost of interest on the principal disbursed and outstanding during construction. The Fund shall be entitled to disburse as principal out of the proceeds of the Loan and pay to itself, on behalf of the Borower, the amounts required to meet payments, when due, of 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 the Fund.

Section2. Reallocation upon change in cost estimates

(1)If the estimated cost of items included in any Categories (A) through (D) shall decrease, the amount then allocated to, and no longer required for, such Category will be reallocated by the Fund to Category (E).

(2)If the estimated cost of items included in any of Categories (A) through (D) 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 the Fund, at the request of the Borrower, to such Category from Category (E), subject, however, to the requirements for contingencies, as determined by the Fund , 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 March 20, 2009	240,640,000
On each September 20 and March 20 beginning September 20, 2009 through March 20, 2029	240,609,000

The loan amount allocated to Category (E) 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 March 20, 2009	13,560,000
On each September 20 and March 20 beginning September 20, 2009 through March 20, 2039	13,524,000

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 Guidelines for Procurement under OECF Loans dated December 1997 (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 Guidelines for the Employment of Consultants by OECF Borrowers dated December 1997 (hereinafter referred to as "the Consultant Guidelines").

Section 2. Eligible Source Countries

(1) The Eligible Source Countries for procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan are all countries and areas.

(2) The Eligible Source Countries for procurement of consulting services to be financed out of the proceeds of the Loan are the Socialist Republic of Viet Nam and Japan.

(3) When consulting firms are employed, such firms shall satisfy all of the following conditions:

(a) A majority of the subscribed shares be held by nationals of the Eligible Source Countries;

(b) A majority of the full-time directors shall be nationals of the Eligible Source Countries;

(c) Such firms shall be incorporated and registered in the Eligible Source Countries.

(4) Consulting services supplied in part of consulting firms which do not satisfy the conditions in the above paragraph(3), may be eligible for financing, if the total man-months supplied by those firms are less than 50% of those required for those consulting services.

Section 3. The Fund'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 the Category (A) through (C), as specified in Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02. of the General Terms and Conditions, be subject to the Fund's review and concurrence.

(1) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding, the Borrower shall submit to the Fund a Request for Review of Procurement Method(s) (as per Form No.1 attached hereto). The Fund shall inform the Borrower of its concurrence by means of a Notice regarding Procurement Method(s).

(2) Before advertisement and/or notification of pre-qualification, the Borrower shall submit to the Fund, for its review and concurrence, the prequalification documents, together with a Request for Review of Prequalification Document. When the Fund has no objection to the said document, the Fund shall inform the Borrower accordingly by means of a Notice regarding Prequalification Documents. Any further modification by the Borrower of the said documents requires prior concurrence by the Fund.

(3) When the prequalified firms have been selected, the Borrower shall submit to the Fund for its 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 Prequalification. The Borrower shall submit to the Fund, for the Fund's reference, such other documents related to the prequalification as the Fund shall reasonably request. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Result of Prequalification.

(4) Before inviting bids, the Borrower shall submit to the Fund, for its review and concurrence, the notices and instructions to bidders, bid form, proposed draft contract, specifications, drawings and all other documents related to bidding, together with a Request for Review of Tender Documents. When the Fund has no objection to the said documents, the Fund shall inform the Borrower wishes to make any subsequent alteration to any of the said documents, the Fund's concurrence is to be obtained before the documents are sent to prospective bidders.

(5) Before sending a notice of award to the successful bidder, the Borrower shall submit to the Fund, for its review and concurrence, the analysis of bids and proposal for award, together with a Request for Review of Analysis of Bids and Proposal for Award. The Borrower shall submit to the Fund, for the Fund's reference, such other documents related to the award, as the Fund shall reasonably request. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Analysis of Bids and Proposal for Award.

(6) When, as provided for Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids or to negotiate with one or two of the lowest bidders with a view to obtaining a satisfactory contract, the Borrower shall inform the Fund of its reasons, requesting prior review and concurrence. When the Fund has no objection, it 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 (1) through (5).

(7) Promptly after executing a contract, the Borrower shall submit to the Fund, for the Fund'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). When the Fund determines the contract to be consistent with the Loan Agreement, the Fund shall inform the Borrower accordingly by means of a Notice regarding Contract.

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

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

(1) With reference to Section 4.02 of the General Terms and Conditions, the following procedures shall be subject to the Fund's review and concurrence.

(a) Before proposals are invited from consultants, the Borrower shall submit to the Fund, for the Fund's review and concurrence, the Terms of Reference, Short List of Consultants and Letter of Invitation, together with a Request for Review of these documents. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding the Terms of Reference, Short List of Consultants and Letter of Invitation. Any further modification by the Borrower of the said documents shall require the prior concurrence of the Fund.

(b) Before inviting the highest-ranked consultant to enter on contract negotiations, the Borrower shall submit to the Fund, for the Fund's review and concurrence, the results of its evaluation of proposals received, together with a Request for Review of Evaluation Report on Consultants' Proposals. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Evaluation Report on Consultants' Proposals.

(c) If the Borrower wishes, as provided for in Section 3.01 (2) of the Consultant Guidelines, to employ a specific consultant, the Borrower shall inform the Fund in writing of its reasons, for the Fund's review and concurrence, together with the Letter of Invitation and Terms of Reference. After obtaining the concurrence of the Fund, the Borrower may send the Letter of Invitation and Terms of Reference to the consultant concerned. If the Borrower finds the proposal of the consultant to be satisfactory, it may then negotiate the conditions (including the financial terms) of the contract.

(d) Promptly after executing a contract, the Borrower shall submit to the Fund, for the Fund's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.6 attached hereto). When the Fund determines the contract to be consistent with the Loan Agreement, the Fund shall inform the Borrower accordingly by means of a Notice regarding Contract.

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

(2) The following declaration as to the eligibility of the consulting firm, signed and dated by the consulting firm, shall be attached to each contract:

"I, the Undersigned, hereby certify that (name of consulting firm) is incorporated and registered in (name of Eligible Source Country), and is an eligible consulting firm, _____percent (___%) of the subscribed shares being held by nationals of (name(s) of Eligible Source Country/Countries). I, the Undersigned, further certify that the total man-months supplied by consulting firms which do not satisfy at least one of the conditions specified in Section 2(3), Schedule 4 of the Loan Agreement will be ____percent (___%) of those required for the consulting services."

Section 5. 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 or United States Dollars, 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 or United States Dollars, 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.

Form No.1

Date :
Ref. No.

THE OVERSEAS ECONOMIC COOPERATION FUND

Attention : Chief Representative, the OECF Hanoi Office

Gentleman :

REQUEST FOR REVIEW OF PROCUREMENT METHOD(S)

Reference : Loan Agreement No. VNVI-6, dated March 30, 1999, for
Da Nang Port Improvement Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review the Procurement Method(s) 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 No. _____

1. Name of the Project : Da Nang Port Improvement Project
2. Method(s) of Procurement
   ( ) Limited International (Local) Bidding

   ( ) International (Local) Shopping
   ( ) Direct Contracting
   ( ) Others ( )

3. Reasons for Selection of Method(s) of 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
   ( ) Procurement of Goods / Equipment / Materials
   ( ) Civil Works Contract
   ( ) Procurement of Services
   ( ) Others

8. Schedule
   i) Date of Execution 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.

THE OVERSEAS ECONOMIC COOPERATION FUND

Attention : Chief Representative, the OECF Hanoi Office

Gentleman :

REQUEST FOR REVIEW OF CONTRACT

Reference : Loan Agreement No. VNVI-6, dated March 30, 1999, for Da Nang Port Improvement 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.Name of the Purchaser : _____

4.Contract Price : _____

5.Amount of Financing Applied for : _____

(representing ___ % of eligible expenditure)

6.Description and Origin of the Goods : _____

We should be grateful if you would notify us of your concurrence to the Contract by sending us a Notice regarding Contract.

Very truly yours ,

For : _____

(Name of the Borrower)

By : _____

(Authorized Signature)

Form No.3

Date :

Ref. No.

THE OVERSEAS ECONOMIC COOPERATION FUND

Attention : Chief Representative, the OECF Hanoi Office

Gentleman :

REQUEST FOR REVIEW OF CONTRACT

Reference : Loan Agreement No. VNVI-6, dated March 30, 1999, for Da Nang Port Improvement 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.(1)Percentage of the subscribed shares held by nationals of the Eligible Source Countries: _____

(2)Percentage of full-time directors who are nationals of the Eligible Source Countries:_____

4. Name of the Purchaser : _____

5. Contract Price : _____

6. Amount of financing Applied for : _____

(representing____% of eligible expenditure)

We should be grateful if you would notify us of your concurrence to the Contract by sending us a Notice regarding Contract.

Very truly yours ,

For : _____

(Name of the Borrower)

By : _____

(Authorized Signature)

Schedule 5

Commitment Procedure

COMMITMENT PROCEDURE dated July 1988 shall mutatis mutandis be applied for disbursements of the proceeds of the Loan for the purchase of goods and services from the Suppliers of the Eligible Source Countries other than the Socialist Republic of Viet Nam with respect to the portion of the Contract stated in the currency other than that of the Socialist Republic of Viet Nam, with the following supplemental stipulations:

1. With regard to Section 1. (2) of COMMITMENT PROCEDURE, the Issuing Bank and the Japanese Bank shall be The Bank of Tokyo-Mitsubishi Ltd., Tokyo.

2. (a)The Borrower shall pay to the Fund in Japanese Yen an amount equal to one-tenth percent (0.1%) of the amount of the Letter of Commitment as the service charge thereof on the issuing date of the relative Letter of Commitment. The Fund shall issue to the Japanese Bank the Letter of Commitment upon receipt of the service charge from the Borrower.
(b)An amount equal to such service charge shall be financed out of the proceeds of the Loan, and the Fund shall immediately pay such amount to itself as the service charge on the issuing date of the Letter of Commitment. 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.

Schedule 6

Reimbursement Procedure

REIMBURSEMENT PROCEDURE dated September 1988 shall mutatis mutandis be applied for disbursement of the proceeds of the Loan for the payment made to the Supplier(s) of the Socialist Republic of Viet Nam, and to the Supplier(s) of the Eligible Source Countries other than the Socialist Republic of Viet Nam with respect to the portion of contract stated in the currency of the Socialist Republic of Viet Nam, with the following supplemental stipulations :

1. The authorized foreign exchange bank in Tokyo wherever mentioned in this Schedule, including REIMBURSEMENT PROCEDURE, shall be The Bank of Tokyo-Mitsubishi Ltd., Tokyo.

2. The authorized foreign exchange bank in the territories of the Borrower mentioned in REIMBURSEMENT PROCEDURE, shall be the Bank for Foreign Trade of Viet Nam.

3. The supporting documents evidencing each payment and its usage, as mentioned in 1.(b) of REIMBURSEMENT PROCEDURE, shall be as follows :

(a) For payments to suppliers against delivery/shipment of goods-
(i) supplier's invoice specifying the goods, with their quantities and prices, which have been or are being supplied/shipped ;
(ii) bill of exchange or similar document evidencing the date and amount of payment made to the supplier; a simple receipt from the supplier showing the date and amount of payment would also suffice.

(b) For payments to suppliers made prior to delivery/shipment of goods -
bill of exchange or similar document evidencing the date and amount of payment made to the supplier; a simple receipt from the supplier showing the date and amount of payment would also suffice.

(c) For payments for consultants' services -
(i) the claim put in by consultants indicating, in sufficient details, the services rendered, period covered, and amount payable to them;

(ii) canceled bank check, demand draft or similar document evidencing the date and amount of payment made to the consultants; a simple receipt from the consultants showing the date and amount of payment would also suffice.

(d) For payments for other services rendered -

(i) the bill, claim or invoice specifying the nature of services rendered and amounts charged therefor;

(ii) canceled bank check, demand draft or similar document evidencing the date and amount of payment made; a simple receipt showing the date and amount of payment would also suffice.

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

(e) For payments under civil works contracts-

(i) the claim, bill or invoice of the contractor showing, in sufficient detail, the work performed by the contractor and amount claimed therefor; such claim, bill or invoice shall be certified by the chief engineering officer of the Borrower assigned to the Project.

(ii) canceled bank check or similar document evidencing the date and amount of payment made to the contractor; a simple receipt from the contractor showing the date and amount of payment would also suffice.

4. (a) The Borrower shall pay to the Fund in Japanese Yen an amount equal to one-tenth percent (0.1%) of the amount of the disbursement for the Borrower as the service charge thereof on the date of such disbursement. The Fund's disbursement under this procedure shall be made upon receipt of the service charge from the Borrower.

(b) An amount equal to such service charge shall be financed out of the proceeds of the Loan, and the Fund shall immediately pay such amount to itself as the service charge on the date of disbursement for the Borrower. 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.

5. The amount in the Request for Reimbursement shall be expressed in Japanese Yen.

6. Notwithstanding 1.(a) of REIMBURSEMENT PROCEDURE, Summary Sheet of Payment shall be as per Form No. 4 attached hereto.

(Form No.4)

Summary Sheet of Payment

Date:
Serial No.:

1. Transaction	2. Purchaser	3. Supplier	4. *Nationality of Supplier	5 Description of Goods and / or services	6. ** Category	7. Origin	8. Contract Amount and Contract No.	9. Date of Payment	10. *** Amount of Payment	11. Amount Applied for Financing	12. **** Disbursement Ratio	13. OECF Concurrence No.for Contract
1												
2												
3												
4												
Total												

The undersigned certifies that the Supplier(s) and goods and / or services stated above are eligible under the Loan Agreement.

* Note for 4. Nationality of Supplier: Country in which the Supplier is incorporated and registered.

** Note for 6. Category: Category described in Section 1. of Schedule 2.

*** Note for 10. Amount of Payment: If not in Japanese Yen, state both the amount in the currency in which the payment was made to the Supplier, and its converted amount(s) calculated in accordance with 3. of REIMBURSEMENT PROCEDURE and 5. of Schedule 6 of Loan Agreement, as well as the conversion rate(s).

**** Note for 12. Disbursement Ratio: Ratio of Amount Applied for Financing against Amount of Payment in the currency in which the Payment was made to the Supplier.

Authorized Signature

Schedule 7

Transfer Procedure

Transfer Procedure set forth herein shall be applied for disbursement of the proceeds of the Loan for the payment to be made to the Suppliers of the Eligible Source Countries with respect to the portion of contract stated in the currency of the Socialist Republic of Viet Nam.

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

2.The authorized foreign exchange bank in the territories of the Borrower mentioned in this Schedule shall be the Bank for Foreign Trade of Viet Nam (hereinafter referred to as "Vietcom Bank").

3.Request for Disbursement

(1)When the Borrower receives Claims for Payment from the Suppliers through the Executing Agency (as per Form CFP attached hereto), the Borrower shall request the Fund to make disbursements for a sum not exceeding the amount actually claimed by the Supplier by sending to the Fund 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 as per Form TRF-SSP-a attached hereto;

(b)Claims for Payment evidencing the amount to be paid to the suppliers;

(c)A copy of Transfer Instructions addressed to the Vietcom Bank as per attached Form OECF-TI; and

(d)The following supporting documents evidencing each payment and its usage:

a)For payments to suppliers against delivery / shipment of goods and /or services

-

bill of lading or similar document evidencing shipment /delivery of the goods and /or services listed on the invoice;

b)For the payments for consultants' services-

the claim put in by the consultants indicating. in sufficient details. the services rendered. period covered. and amount payable to them:

c) For payments under civil work contracts-

i) the claim, bill or invoice of the contractor showing, in sufficient detail, the work performed by the contractor and amount claimed therefor;

ii) a certificate to the effect that the work performed by the contractor is satisfactory and in accordance with the terms of the relevant contract: such certificate shall be signed by the chief engineer or project officer of the Executing Agency assigned to the Project.

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

4. Disbursement

(1)When the Fund finds the Request for Disbursement in order and in conformity with the provisions of the Loan Agreement, the Fund, upon receipt of an amount equal to one-tenth percent (0.1%) of the amount to be disbursed as the service charge from the Borrower, shall make disbursement in Japanese Yen. Disbursement will be made within fifteen (15) business days from the date of receipt of the Request by paying into the non-resident Yen Account of the Vietcom Bank, which shall be opened in advance with the Paying Bank, in accordance with the relevant laws and regulations of Japan.

(2)An amount equal to such service charge shall be financed out of the proceeds of the Loan, and the Fund shall immediately pay such amount to itself as the service charge on the date of the disbursement for the Borrower . 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.

(3)The amount of disbursement in Japanese Yen shall be calculated at authorized buying rate quoted by Vietcom Bank, duly informed through paying bank at least two business days before the day when the disbursement is actually made.

5. Payment to the Supplier

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

6.Delegation of Authority

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

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

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

7.Arrangement

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

a) To open the non-resident Yen Account of the Vietcom Bank on behalf of the Borrower with the Paying Bank.

b) To let the Paying Bank make cable advice to the Vietcom Bank immediately upon the receipt of disbursement from the Fund.

8.The Fund shall not be liable for any loss incurred by the Borrower and /or the Supplier 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 Supplier at the time of transfer and the exchange rate to be used for conversion from the currency used for actual payment to the Supplier to the Japanese Yen at the time of disbursement.

(Form CFP)

Claims for Payment

Date:

Loan No.: VNVI-6

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.OECF Concurrence No. and date:
4.Description of goods and services accomplished:
5.Claimed amount:
6.Accumulated amount already paid:
7.Total amount (4.+5.):
8.Amount and date of payment relevant to the preceding Claims for Payment:

Please pay the amount claimed in 4. above into our account as detailed below:

i) Account Number _____
ii) Name of the Bank _____
iii) Full Address of the Bank _____
iv) Cable Address _____

_____
(Name of the Supplier)

By: _____
(Signature)

(Form TRF)

Request for Disbursement

Date:
Loan No.: VNVI-6
App Serial No.:

To: THE OVERSEAS ECONOMIC
COOPERATION FUND

Attention: Chief Representative, the OECF Hanoi Office

Gentlemen:

1.Pursuant to the Loan Agreement No.VNVI-6, dated March 30, 1999, between THE OVERSEAS ECONOMIC COOPERATION FUND (hereinafter referred to as "the Fund") 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 Japanese Yen ___(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 the Fund 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 Eligible Source Country(ies) for the Fund's loan.

4.Please disburse the amount herein requested by paying into the non-resident Yen account of the Bank for Foreign Trade of Viet Nam with the Bank of Tokyo-Mitsubishi Ltd., Tokyo.

5.This request consists of page(s) and signed and numbered Summary Sheet(s).

Very truly yours,

_____

(Name of the Borrower)

By:

_____

(Authorized Signature)

(Form OECF-TI)

Transfer Instruction

Date:
Loan No.: VNVI-6
App. Serial No.:

To: The Bank for Foreign Trade of Viet Nam (Vietcom Bank)

Pursuant to the Loan Agreement No.VNVI-6 dated March 30, 1999 between THE OVERSEAS ECONOMIC COOPERATION FUND 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 Claim for Payment No- dated attached to the said Request for Disbursement.

_____

(Name and Address of the Borrower)

_____

(Signature)

encl. Request for Disbursement
Claims for payment

(Form TRF-SSP-a)

Summary Sheet of Payment

Date:

Serial No.:

PLEASE ATTACH THE EVIDENCE OF CONVERSION RATE STATED IN "9. Conversion Rate" ISSUED BY the Bank for Foreign Trade of Viet Nam

1. Transaction	2. Purchaser	3. Supplier	4. * Nationality of Supplier	5. ** Description of Goods and / or services	6. *** Category	7. Origin	8. Contract Amount	9. Conversion Rate	10. **** Amount of Payment	11. ***** Nature of Payment	12. ****** Method of Procurement	13. Amount Applied for Financing	14. ******* Disbursement Ratio
1. 2. 3.													
Total													

The undersigned certifies that the Supplier(s) and goods and/or services stated above are eligible under the Loan Agreement.

* Note for 4. Nationality of Supplier: Country in which the Supplier is incorporated and registered.

** Note for 5. Description of goods and/or services.

*** Note for 6. Category; Category described in Section 1. of Schedule 2.

**** Note for 10 & 13. Amount of Payment: If not in Japanese Yen, state both the amount in currency in which the payment was made by the Supplier, and its converted amount(s) calculated in accordance with 3.(2) of Schedule 7, TRANSFER PROCEDURE, as well as the conversion rate(s).

***** Note for 11. Nature of Payment: A down payment, an installment payment or the final payment, etc.

****** Note for 12. Method of Procurement : State reasons for choice when other than international competitive bidding are chosen.

******* Note for 14. Disbursement Ratio: Ratio of Amount Applied for Financing against Amount of Payment in the currency in which the Supplier claimed.

For

The Government of the Socialist Republic of Viet Nam

By:

_____

Authorized Signature