

Số:11620/BGTVT-KHĐT

Hà Nội, ngày 03 tháng 11 năm 2021

V/v dự thảo Hiệp định vay cho Dự án
“Cải tạo cầu yếu và cầu kết nối trên
các quốc lộ (giai đoạn 2)”

Kính gửi: Bộ Tài chính
(Cục Quản lý nợ và Tài chính đối ngoại)

Bộ Giao thông vận tải (GTVT) nhận được Giấy mời số 254/GM-QLN ngày 28/10/2021 của Bộ Tài chính mời tham dự cuộc họp đàm phán với Ngân hàng Xuất nhập khẩu Hàn Quốc (Keximbank) về dự thảo Hiệp định vay cho Dự án “Cải tạo cầu yếu và cầu kết nối trên các quốc lộ Giai đoạn 2” (Dự án). Trên cơ sở dự thảo Hiệp định vay cho Dự án được gửi kèm theo thư số VNM/21-3003 ngày 27/10/2021 của Keximbank, Bộ GTVT có ý kiến như sau:

1. Giá trị khoản vay cho Dự án

Trên cơ sở ý kiến của Bộ Tài chính tại văn bản số 6337/BTC-QLN ngày 14/6/2021, thời gian vừa qua, Bộ GTVT đã chủ động trao đổi, phối hợp với Keximbank trong quá trình rà soát tổng mức đầu tư cho Dự án. Tại thư số VNM/21-2691 ngày 30/9/2021, Keximbank cũng thống nhất với phương pháp lập tổng mức đầu tư của Bộ GTVT, tuy nhiên giá trị tổng mức đầu tư có thể không đủ để thực hiện toàn bộ phạm vi công việc của Dự án khi xem xét đến việc tăng chi phí do vật liệu xây dựng tại thời điểm hiện tại. Tại văn bản số 10346/BGTVT-KHĐT ngày 01/10/2021, Bộ GTVT nhấn mạnh tổng mức đầu tư của Dự án đã được rà soát kỹ lưỡng, được tính toán tuân thủ các quy định của Việt Nam, trên cơ sở định mức và đơn giá tại thời điểm lập. Ngoài ra chi phí dự phòng đã bao gồm dự phòng cho khối lượng phát sinh (tương ứng khoảng 10%) và dự phòng cho yếu tố trượt giá, trong đó đã xét tới các yếu tố trượt giá của phía Hàn Quốc và Việt Nam. Trong quá trình triển khai thực hiện Dự án, trường hợp có phát sinh việc tăng tổng mức đầu tư (liên quan đến chi phí xây lắp và dịch vụ tư vấn sử dụng vốn vay EDCF), Bộ GTVT sẽ có trách nhiệm bố trí phần vốn đối ứng để đảm bảo hoàn thành Dự án.

Đối với giá trị khoản vay được Keximbank dự kiến phân bổ tại dự thảo Hiệp định vay (Biểu 2), Bộ GTVT đề xuất dự kiến giá trị phân bổ cho từng hạng mục tại Phụ lục 1 kèm theo; trong đó: (1) Hiệu chỉnh giá trị dự phòng của Hợp phần B; (2) Điều chỉnh giá trị dịch vụ tư vấn tại Hợp phần A cho phù hợp với Quyết định phê duyệt dự án số 1726/QĐ-BGTVT ngày 03/9/2020 của Bộ GTVT.



2. Một số nội dung đề nghị điều chỉnh, sửa đổi

Một số nội dung tại dự thảo Hiệp định vay liên quan đến: Cơ quan chủ quản Dự án (Project Executing Agency); Cơ quan thực hiện Dự án (Project Implementing Agency); Thời hạn giải ngân cuối cùng (The final disbursement), Phạm vi dự án (Scope of the Project); Phân bổ và tái phân bổ khoản vay (Allocation and Reallocation); Tỷ lệ ngoại tệ/nội tệ (FC/LC rate); Chỉ định ngân hàng (Designation of Banks),... Bộ GTVT đã tổng hợp các ý kiến đề nghị điều chỉnh chi tiết tại Phụ lục 2 gửi kèm theo.

Bộ GTVT đề nghị Bộ Tài chính nghiên cứu, tổng hợp các ý kiến của Bộ GTVT trong quá trình trao đổi, đàm phán Hiệp định vay cho Dự án.

Trân trọng cảm ơn sự quan tâm và phối hợp của Quý Bộ./.

Nơi nhận:

- Như trên;
- Bộ trưởng (để b/c);
- Thứ trưởng Nguyễn Ngọc Đông (để b/c);
- Cục QLXD và CL CTGT;
- Ban QLDA 2;
- Lưu: VT, KHĐT VULH.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG VỤ KHĐT
PHÓ VỤ TRƯỞNG



Nguyễn Anh Dũng

PHỤ LỤC 1

Category	Estimated Amount	
	Million of KRW	USD
Component A	20.867	17.444.681
(A) Base cost of Civil works	13.728	11.476.638
(B) Contingencies of Civil works	1.983	1.657.864
(C) Consulting Services of Component A and B	5.156	4.310.179
Component B	19.339	16.167.699
(A) Base cost of Civil works	16.865	14.099.206
(B) Contingencies of Civil works	2.474	2.068.493
Total	40.206	33.612.380

Tỷ giá quy đổi: 1,196.18 KRW/USD (dự thảo Hiệp định vay) và 22.765VND/USD (Quyết định số 1726/QĐ-BGTVT ngày 03/9/2020).

PHỤ LỤC 2

TT	Nội dung tại dự thảo Hiệp định vay	Nội dung đề nghị điều chỉnh
1	Section 1.01 (d) (d)... The Borrower shall present an Application for Payment in the form of Annex 7 and a Summary Sheet of Payments signed by the Project Executing Agency in the form of Annex 8	Section 1.01 (d) (d)... The Borrower shall present an Application for Payment in the form of Annex 7 and a Summary Sheet of Payments signed by the Project Executing Implementing Agency in the form of Annex 8
2	Section 1.02. Definitions "Project Implementing Agency" means Project Management Unit No, 2 (PMU2) which has been assigned by the Ministry of Transport under the Investment Decision dated 17 April 2017 to implement the Project.	Section 1.02. Definitions "Project Implementing Agency" means Project Management Unit No.2 (PMU2) which has been assigned by the Project Executing Agency under the Investment Decision dated 17 April 2017 to implement the Project.
3	Section 2.01. Amount and Purpose of Loan (i) Component A: Loan amount of Twenty Billion Two Hundred Eighty Two Million Korean Wons (KRW20,282,000,000.-) to finance the Construction of Dong Cao Bridge and Consulting Services.	Section 2.01. Amount and Purpose of Loan (i) Component A: Loan amount of Twenty Billion Two Hundred Eighty Two Million Korean Wons (KRW20,282,000,000.-) to finance the Construction of Dong Cao Bridge and Consulting Services for Component A and Component B.
4	Section 3.03. (b) When the Project Executing Agency makes a procurement contract with Korean small and medium enterprises (SMEs) or middle-standing enterprises (MSEs), ...	Section 3.03. (b) When the Project Executing Agency and Project Implementing Agency makes a procurement contract with Korean small and medium enterprises (SMEs) or middle-standing enterprises (MSEs), ...
5	Section 4.03. Service Charge The Borrower will pay the Bank a lump-sum service charge amount of one-tenth of one percent (0.1%) of the principal amount of the Loan stated in Section 2.01 within the earlier of (i) Six (6) months after the effective date of the Loan Agreement, and (ii) date of the first disbursement for the Project. In case the Loan is not fully disbursed, the Bank shall repay the Borrower a lump-sum amount of one-tenth of one percent (0.1%) of the undisbursed Loan amount within Six (6) months after the final disbursement.	Section 4.03. Service Charge The Borrower will pay the Bank a lump-sum service charge amount of one-tenth of one percent (0.1%) of the principal amount of the Loan stated in Section 2.01 within the earlier of (i) Six (6) months after the effective date of the Loan Agreement, and (ii) date of the first disbursement for the Project. In case the Loan is not fully disbursed, the Bank shall repay the Borrower a lump-sum amount of one-tenth of one percent (0.1%) of the undisbursed Loan amount within Six (6) months after the final disbursement to the account informed by written notice from the Borrower to the Bank.
6	Section 5.01. Execution of the Project (a) The Borrower shall cause the Project Executing Agency to implement the Project with due diligence and efficiency. (b) The Borrower shall cause the Project Executing Agency to employ	Section 5.01. Execution of the Project (a) The Borrower shall cause the Project Executing Agency and Project Implementing Agency to implement the Project with due diligence and efficiency. (b) The Borrower shall cause the Project Executing Agency and Project

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	consultants for the implementation of the Project.	Implementing Agency to employ consultants for the implementation of the Project.
7	<p>Section 5.02. Reports and Information</p> <p>(a) The Borrower shall cause the Project Executing Agency to furnish the Bank with progress reports for the Project on a quarterly basis...</p> <p>(b) Within Six (6) months after the Project Completion Date or such later date as shall be agreed upon between the Borrower and the Bank, the Borrower shall cause the Project Executing Agency to furnish the Bank with a project completion report ...</p> <p>(c) Until all the obligations of the Borrower under this Loan Agreement are fully performed, the Borrower shall cause the Project Executing Agency to furnish the Bank with such other information as the Bank may reasonably request concerning the Project or the Loan.</p>	<p>Section 5.02. Reports and Information</p> <p>(a) The Borrower shall cause the Project Executing Implementing Agency to furnish the Bank with progress reports for the Project on a quarterly basis...</p> <p>(b) Within Six (6) months after the Project Completion Date or such later date as shall be agreed upon between the Borrower and the Bank, the Borrower shall cause the Project Executing Implementing Agency to furnish the Bank with a project completion report...</p> <p>(c) Until all the obligations of the Borrower under this Loan Agreement are fully performed, the Borrower shall cause the Project Executing Agency and Project Implementing Agency to furnish the Bank with such other information as the Bank may reasonably request concerning the Project or the Loan.</p>
8	<p>Section 5.03. Fraud and Corruption</p> <p>(a) ... the Borrower shall provide, or under the Borrower's responsibility the Borrower shall make the Project Executing Agency provide, the Bank with such information as the Bank may reasonably request, including information related to reasonably concerned individual and organization of the Borrower's country.</p> <p>(b) ... the Borrower shall not, and shall cause the Project Executing Agency not to, unfairly or unfavorably treat the person and/or company which provided the information related to suspected corrupt or fraudulent practices in the competition for, or in the execution of, contracts to be financed out of the proceeds of the Loan to the Bank and/or the Borrower/Project Executing Agency.</p>	<p>Section 5.03. Fraud and Corruption</p> <p>(a) ... the Borrower shall provide, or under the Borrower's responsibility the Borrower shall make the Project Executing Agency and Project Implementing Agency provide, the Bank with such information as the Bank may reasonably request, including information related to reasonably concerned individual and organization of the Borrower's country.</p> <p>(b) ... the Borrower shall not, and shall cause the Project Executing Agency and Project Implementing Agency not to, unfairly or unfavorably treat the person and/or company which provided the information related to suspected corrupt or fraudulent practices in the competition for, or in the execution of, contracts to be financed out of the proceeds of the Loan to the Bank and/or the Borrower/Project Executing Agency/Project Implementing Agency</p>
9	<p>Section 6.01. Delegation of Authority</p> <p>Any action required or permitted to be taken, and any documents required or permitted to be executed, under Section 4.01, 4.02, 5.01 and 5.02 of this Loan Agreement may be taken or executed by the Project Executing Agency under this Loan Agreement.</p>	<p>Section 6.01. Delegation of Authority</p> <p>Any action required or permitted to be taken, and any documents required or permitted to be executed, under Section 4.01, 4.02, 5.01 and 5.02 of this Loan Agreement may be taken or executed by the Project Executing Agency and Project Implementing Agency under this Loan Agreement.</p>
10	<p>Schedule 1</p> <p>2. Scope of the Project</p> <p>(a) Construction and Rehabilitation of 10 Bridges:</p>	<p>Schedule 1</p> <p>2. Scope of the Project</p> <p>(a) Construction and Rehabilitation of 10 Bridges:</p>

TT	Nội dung tại dự thảo Hiệp định vay	Nội dung đề nghị điều chỉnh
	<p>(i) Dong Cao Bridge (Bridge length: approx. 763.7m, Approach road: approx. 936m)</p> <p>(ii) Ban Ngay Bridge (Bridge length: approx. 34.6m, Approach road: approx. 285m)</p> <p>(iii) Song Ba Bridge (Bridge length: approx. 166.9m, Approach road: approx. 343m)</p> <p>(iv) Lo Gom Bridge (Bridge length: approx. 31.1m, Approach road: approx. 442m)</p> <p>(v) Vuon Xoai Bridge (Bridge length: approx. 46.2m, Approach road: approx. 403m)</p> <p>(vi) Binh Hoa Bridge (Bridge length: approx. 69.3m, Approach road: approx. 331m)</p> <p>(vii) Ong Quyt Bridge (Bridge length: approx. 51.3m, Approach road: approx. 329m)</p> <p>(viii) An Hoa Bridge (Bridge length: approx. 97.3m, Approach road: approx. 274m)</p> <p>(ix) Soc Xoai Bridge (Bridge length: approx. 33.3m, Approach road: approx. 197m)</p> <p>(x) Xang Bridge (Bridge length: approx. 239.7m, Approach road: approx. 238m)</p> <p>(b) Consulting services</p>	<p>(i) Dong Cao Bridge (NH.37B, Nam Dinh province)</p> <p>(ii) Ban Ngay Bridge (NH.19, Gia Lai province)</p> <p>(iii) Song Ba Bridge (NH.19, Gia Lai province)</p> <p>(iv) Lo Gom Bridge (NH.19, Binh Dinh province)</p> <p>(v) Vuon Xoai Bridge (NH.19, Binh Dinh province)</p> <p>(vi) Binh Hoa Bridge (NH.91, An Giang province)</p> <p>(vii) Ong Quyt Bridge (NH.91 – An Giang province)</p> <p>(viii) An Hoa Bridge (NH.80 – Kien Giang province)</p> <p>(ix) Soc Xoai Bridge (NH.80 – Kien Giang province)</p> <p>(x) Xang Bridge (NH.61 – Hau Giang province)</p> <p>(b) Consulting services: - Detailed Design - Procurement support and construction supervision - Preparation of Project Completion Report, etc</p>
11	<p>Schedule 2: 1. Allocation (a) The table below sets forth the categories of goods, services and other items to be financed out of the proceeds of the Loan and the allocation of amounts of the Loan to each category:</p>	<p>Schedule 2: 1. Tentative Allocation (a) The tentative table below sets forth the categories of goods, services and other items to be financed out of the proceeds of the Loan and the allocation of amounts of the Loan to each category: (b) (The form of table as per attached) (Please add below the table) The official allocation shall be confirmed by the Bank to the Borrower within 30 days after the last contract under the Loan</p>

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		<p>Agreement is signed by the PIA.</p> <p><i>(Reason: To regulate that the confirmation from the Bank to the Borrower does not require to amend the LA. Only after the confirmation, the reallocation in the Section 2 shall be applied and requires the amendment).</i></p>
12	<p>(b) For Component A, the portions of Consulting Services and Civil Works to be procured from the Republic of Korea shall be more than sixty seven percent (67%) of the total cost of Consulting Services for the component, and more than thirteen percent (13%) of the total cost of Civil Works for the component, respectively. These portions of Consulting Services and Civil Works may be adjusted within the fifteen percent (15%) and the twenty percent (20%) range, respectively, by the Bank at the request of the Project Executing Agency based on the terms and conditions of the contract at the procurement stage. Should the above portions need to be changed, the relevant documents shall be submitted by the Project Executing Agency to the Bank for approval.</p>	<p>(b) For Component A, the portions of Consulting Services and Civil Works to be procured from the Republic of Korea shall be more than at about sixty seven percent (67%) of the total cost of Consulting Services for the component, and more than at about thirteen percent (13%) of the total cost of Civil Works for the component, respectively. These portions of Consulting Services and Civil Works may be adjusted within the fifteen percent (15%) and the twenty percent (20%) range, respectively, These portions of Consulting Services can be adjusted in range 57% to 77%; these portions of Civil Works can be adjusted in range 10,4 % to 15,6%, by the Bank at the request of the Project Executing Agency based on the terms and conditions of the contract at the procurement stage. Should the above portions need to be changed, the relevant documents shall be submitted by the Project Executing Agency to the Bank for approval.</p> <p><i>(Reason: As complained by the PMU2, the ratio of Consulting Services at the LA-phase 1 is too high and makes it difficult to arrange local consultants. Moreover, the range of fluctuation of 15% or 20% now makes nonsense while the ratio of 67% is already minimum. The Vietnamese side wants to have a flexibility in decreasing, not just increasing).</i></p>
13	<p>(e) The Project Executing Agency shall have the obligation to ensure that the procurements of Consulting Services and Civil Works are managed within the ratios stipulated in Item 1.(b) and 1.(c) of Schedule 2, and shall submit the Summary Sheet of Payments in the form of Annex 8 ‘Disbursement Procedures under the EDCF Loan’ to the Bank with the confirmation of the Project Executing Agency certifying the fulfillment of the obligation stipulated above.</p>	<p>(e) The Project Executing Agency and Project Implementing Agency shall have the obligation to ensure that the procurements of Consulting Services and Civil Works are managed within the ratios stipulated in Item 1.(b) and 1.(c) of Schedule 2, and shall submit the Summary Sheet of Payments in the form of Annex 8 ‘Disbursement Procedures under the EDCF Loan’ to the Bank with the confirmation of the Project Executing Implementing Agency certifying the fulfillment of the obligation stipulated above.</p>
14	<p>Schedule 2: 2. Reallocation: (a) If the estimated costs of items included in Category A shall decrease,</p>	<p>Schedule 2: 2. Reallocation: The reallocation shall be applied after the confirmation of official allocation sent</p>

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	the remaining amount for such Category A shall remain in Category A.	by the Bank the Borrower. (a) If the estimated costs of items included in Category A and Category C shall decrease, the remaining amount for such Category A and Category C shall remain in Category A and Category C respectively .
15	Schedule 4-Procurement Procedure: 4. The Borrower shall cause the Project Executing Agency to procure goods and services... 6. The Borrower shall cause the Project Executing Agency to adopt a method of bidding single-stage bidding... 7. Notwithstanding the Section 2.26. “Evaluation and Comparison of Bids” of Guidelines for Procurement under the EDCF Loan, Point (d) shall be read as follows: (d) ...The Borrower shall cause the Project Executing Agency to require the Bidder who passed technical evaluation with the lowest evaluated bid price to produce detailed price analyses for any or all items of the bill of quantities... (i) the bid is seriously unbalanced or front-loaded in the opinion of the Project Executing Agency; 9. The Government of the Socialist Republic of Viet Nam shall ensure that import tax, special consumption tax, environment protection tax and value added tax imposed in the Socialist Republic of Viet Nam with respect to the purchase of materials, equipment and services for the Project, which is procured or authorized to procure by the Project Executing Agency to duly constitute the value of the Project, be borne by the said agency.	Schedule 4-Procurement Procedure: 4. The Borrower shall cause the Project Executing Agency and Project Implementing Agency to procure goods and services... 6. The Borrower shall cause the Project Executing Agency and Project Implementing Agency to adopt a method of bidding single-stage bidding... 7. Notwithstanding the Section 2.26. “Evaluation and Comparison of Bids” of Guidelines for Procurement under the EDCF Loan, Point (d) shall be read as follows: (d) ...The Borrower shall cause the Project Executing Agency and Project Implementing Agency to require the Bidder who passed technical evaluation with the lowest evaluated bid price to produce detailed price analyses for any or all items of the bill of quantities... (i) the bid is seriously unbalanced or front-loaded in the opinion of the Project Executing Agency and Project Implementing Agency ; 9. The Government of the Socialist Republic of Viet Nam shall ensure that import tax, special consumption tax, environment protection tax and value added tax imposed in the Socialist Republic of Viet Nam with respect to the purchase of materials, equipment and services for the Project, which is procured or authorized to procure by the Project Executing Implementing Agency to duly constitute the value of the Project, be borne by the said agency.
16	Schedule 5 - Employment of Consultants 4. The Borrower shall cause cause the Project Executing Agency to employ the Consultant through the Bank’s general selection procedures specified in the Consultant Guidelines. 7. The Government of the Socialist Republic of Viet Nam shall ensure that import tax, special consumption tax, environment protection tax and value added tax imposed in the Socialist Republic of Viet Nam with	Schedule 5 - Employment of Consultants 4. The Borrower shall cause cause the Project Executing Agency and Project Implementing Agency to employ the Consultant through the Bank’s general selection procedures specified in the Consultant Guidelines. 7. The Government of the Socialist Republic of Viet Nam shall ensure that import tax, special consumption tax, environment protection tax and value added tax imposed in the Socialist Republic of Viet Nam with respect to the purchase of

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	respect to the purchase of materials, equipment and services for the Project, which is procured or authorized to procure by the Vietnamese Project Executing Agency to duly constitute the value of the Project, be borne by the said agency.	materials, equipment and services for the Project, which is procured or authorized to procure by the Vietnamese Project Executing Implementing Agency to duly constitute the value of the Project, be borne by the said agency.
17	Schedule 6: 2. Designation of Banks (b) The Vietnamese Agent Bank shall be a statutory juridical entity organized and existing under the laws of the Socialist Republic of Viet Nam and be designated by Ministry of Finance of Viet Nam before the Effective Date of this Loan Agreement. This Bank shall also act as the Issuing Bank referred to in Section 2.02.	Schedule 6: 2. Designation of Banks (b) The Vietnamese Agent Bank shall be a statutory juridical entity organized and existing under the laws of the Socialist Republic of Viet Nam and be designated informed by Ministry of Finance of Viet Nam to the Bank before the Effective Date of this Loan Agreement. This Bank shall also act as the Issuing Bank referred to in Section 2.02.