



INVITATION TO TENDER

PUBLIC-PRIVATE PARTNERSHIP

MRT ORANGE LINE PROJECT: BANG KHUN NON – MIN BURI (SUWINTHAWONG) SECTION

1. Summary of Public-Private Partnership Project's Scope of Work**1.1 Public-Private Partnership Project Background****(1) Cabinet Resolution**

On January 28, B.E. 2563 (2020), the Cabinet has approved the implementation of the MRT Orange Line Project (Bang Khun Non – Min Buri (Suwinthawong) Section) (The Project) as a Public-Private Partnership (PPP) Net Cost scheme. The public sector will be responsible for land acquisition cost of the MRT Orange Line Project (West Section: Bang Khun Non – Thailand Cultural Centre), while the private sector will be invested in the civil works cost of the MRT Orange Line Project (West Section) and the mechanical and electrical (M&E) systems cost, rolling stocks, as well as system operation and maintenance (O&M) management for the entire route of the project, including the project's consultation expense. The system operation period will be 30 years starting from the commencement date of the commercial operation of the MRT Orange Line Project (East Section: Thailand Cultural Centre – Min Buri (Suwinthawong)). In addition, the Cabinet also approved the MRT Orange Line Project (West Section) civil works' subsidy to the private sector in the amount of the actual cost that is not greater than 96,012 million Baht. The government will subsidize the actual MRT Orange Line Project (West Section) civil works' expense within the amount of 91,983 million Baht, while the provisional sum expense of 4,029 million Baht will be issued to the private sector as a variation order under the Mass Rapid Transit Authority of Thailand (MRTA) consideration (if required) by using the discount rate or the interest rate not greater than the 10 years Thai government bond rate plus 1. The civil works' subsidy payment incurred from the actual cost of the construction will be gradually paid to the private sector after 2 years of construction with the total payment period of 7 years (or the last year). In this regard, any actions taken by the Ministry of Transport (by MRTA) and related agencies should be strictly compliance with laws, regulations and related Cabinet resolutions.

(2) Overall Project Details

The MRT Orange Line Project (Bang Khun Non – Min Buri (Suwinthawong)) Section has total distance of 35.9 kilometers, be divided into 2 sections: the MRT West Orange Line (Bang Khun Non - Thailand Cultural Centre Section), and the MRT East Orange Line (Thailand Cultural Centre - Min Buri (Suwinthawong) Section). The project route comprises of 27 kilometres long of underground structure and 8.9 kilometres long of elevated structure with the total 28 stations along the route; 21 underground stations and 7 elevated stations. The project route alignment starts with the underground tunnel at Bang Khun Non Station which is connected to the SRT Light Red Line suburban railway system and the Chaloem Ratchamongkhon Line (MRT Blue Line). The tunnel runs along the existing Bangkok Noi Railway right of ways to the Siriraj Hospital, Siriraj Station which is connected to the SRT Light Red Line, before passing underneath the Chao Phraya River in parallel with the Somdet Phra Pin Klao Bridge. Then, the alignment passes underneath the Ratchadamnoen Klang road and Sanamluang's corner, before connecting to the MRT Purple Line at the Democracy Monument Station. After that, the alignment runs along the Lam Luang Road, passing through the Yommarat Intersection which is connected to the SRT Dark Red Line at Yommarat Station, before turning into the Phetchaburi Road to connect with the BTS Skytrain at Ratchathewi Station, and passing through the Pratunam Intersection. Afterwards, the alignment turns into the Ratchaprarop Road to connect with the Airport Rail Link and the SRT Light Red Line, passing through the Sam Liam Din Daeng Junction and the Din Daeng Road, turning into the Vibhavadi Rangsit Road, and passing through the New Bangkok City Hall and Prachasongkroh Community before connecting to the Chaloem Ratchamongkhon Line (MRT Blue Line) at Thailand Cultural Centre Station. After that, the alignment runs along the Rama IX Road to MRTA Station and passes Rama IX – Pradit Manutham Intersection which crossing to the future Grey Line, passing underneath the Saen Saeb Canal, before turning into the Ramkhamhaeng Road to the Lam Sali Intersection which is crossing to the MRT Yellow Line and future MRT Brown Line. Next, the alignment passes the Khlong Ban Ma before climbing up from the underground tunnel to the elevated structure along the Ramkhamhaeng Road to Khlong Song at Min Buri Station which is connected to the MRT Pink Line, before reaching the terminal at Suwinthawong Station near the Ramkhamhaeng – Suwinthawong Junction. Also, the MRT Orange Line consists of 1 depot which is located in the MRTA Headquarter area, and 2 park&ride facilities at Khlong Ban Ma Station and MRTA Station.

(3) MRTA's Responsibility

The MRTA will be responsible for the construction of civil works for the MRT Orange Line Project (East Section: Thailand Cultural Centre - Min Buri (Suwinthawong)) and land acquisition for the construction of civil works for the MRT Orange Line Project (West Section: Bang Khun Non - Thailand Cultural Centre), while the private sector shall carry out the design and construction of civil works for the MRT Orange Line Project (West Section: Bang Khun Non - Thailand Cultural Centre), and the design, procurement, manufacturing, installation, testing and commissioning the operation of M&E systems, and the provision of O&M services and related systems for the entire route of the MRT Orange Line Project, as well as providing funding for the PPP project implementation.

(4) Related Regulations

The implementation of the MRT Orange Line Project as a PPP project is in accordance with the Mass Rapid Transit Authority of Thailand Act, B.E.2543 (2000) and Thailand Public-Private Partnership Act, B.E. 2562 (2019). Regarding to this authority, the MRTA has appointed a selection committee under Section 36 of Thailand Public-Private Partnership Act, B.E. 2562 (2019) (the selection committee under Section 36) to negotiate and consider the selection of the private sector for this PPP project, negotiate the draft concession contract, including other actions relating to the selection of the private sector as appropriate. In this regard, the private proposal submission must be in accordance with the Act concerning offences relating to the submission of Bids to Government Agencies B.E.2542 (1999).

1.2 Objectives

The government intends to invite the private sector to invest in the development of mass rapid transit systems in Bangkok and its vicinities in order to expand the existing mass rapid transit system network to cover major areas of Bangkok Metropolitan, to solve the traffic congestion, to provide convenience to the public, and to relieve the financial burden of the government.

1.3 Scope of Works

The MRTA will be responsible for the construction of civil works for the MRT Orange Line Project (East Section: Thailand Cultural Centre - Min Buri (Suwinthawong)) and land acquisition (the tenderer who was selected and signed the PPP Contract) for the construction of civil works for the MRT Orange Line Project (West Section: Bang Khun Non - Thailand Cultural Centre) as in the scheduled handed over area in the draft concession contract.

The private sector (concessionaire) shall carry out the design and construction of civil works for the MRT Orange Line Project (West Section: Bang Khun Non - Thailand Cultural Centre), and the design, procurement, manufacturing, installation, testing and commissioning the operation of M&E systems, and the provision of O&M services and related systems for the entire route of the MRT Orange Line Project to the public, as well as providing funding for the PPP project implementation according to the concessionaire's scope of works. Thus, the project implementation can be divided into 2 phases as follow:

- (1) 1st Phase: Design and construction of the civil works, and the provision of M&E systems

The Civil Works

The duties and responsibilities of the concessionaire comprise of the design and construction of the civil works and trackworks, the provision and installation of other supporting systems relating to the West Orange Line Project; Bang Khun Non – Thailand Cultural Centre, and the integration test with the M&E systems for the readiness of public services under the terms and conditions specified in the Request for Proposal (RFP) Document.

The M&E Systems

The duties and responsibilities of the concessionaire comprise of the design, procurement, manufacturing, installation, testing and commissioning of the M&E systems. The main M&E equipment shall consist of sufficient rolling stocks for the first 10-year period of the operation, signalling and train controlling systems, power supply system, communication system, automatic fare collection system, platform screen door system, and depot-workshop equipment for the maintenance services of the MRT Orange Line Project; Bang Khun Non – Min Buri (Suwinthawong) Section, including the system integration test with the civil works for the readiness of public services under the terms and conditions specified in the Request for Proposal (RFP) Document.

The concessionaire shall transfer the ownership of all the properties built or acquired under the concession contract to the MRTA pursuant to Section 46 of the Mass Rapid Transit Authority of Thailand Act, B.E. 2543 (2000), and the MRTA shall give the concessionaire the right to use the civil infrastructure and the properties built or acquired under the concession contract for further implementation under the contract.

(2) 2nd Phase: The provision of O&M services

The duties and responsibilities of the concessionaire comprise of the provision of safe and efficient train operation services which is in accordance with the standards specified in the contract, and the provision of maintenance and upgrading of related equipments and materials relating to the civil works and the M&E systems, including the provision of sufficient personnel and expertises to operate the project throughout the concession period as regard to the O&M general performance requirements. The MRTA shall evaluate the concessionaire's operating performance regularly in order to compare the concessionaire's service capability and the contract.

(3) Throughout the contract period, the concessionaire shall provide technology transfer to the MRTA and/or other individuals determined by MRTA, and also support data, knowledge and experts to the MRTA for the training program, participating in meetings and seminars, as well as providing lecturers for any activities at the concessionaire's expenses. The objective is to promote the establishment of the MRTA's Technology Training Centre, and the MRTA's Research & Development Centre.

(4) The concessionaire should support the rail system products and/or other products related to the project implementation which is manufactured in Thailand as much as possible. Thai nationals shall be employed as many as possible in various positions including technical positions, except for the work which requires specialized expertises and the concessionaire cannot provide any Thai nationals to perform such work. Thus, the concessionaire may employ foreign expertises to perform this specialized work, however, technology transfer shall be made to Thai nationals in order to perform that specialized work instead of the foreign expertises within 5 years starting from the beginning of the operation date. The objective is to promote and support the related industries development in Thailand.

(5) The concessionaire shall be responsible for all costs related to taxes, stamp duties, licenses, fees and other expenses incurred and imposed under the relevant regulation.

(6) The concessionaire shall be responsible for all costs associated with the procurement of consultants and/or construction supervision engineers and/or independent certification engineers in order to perform their works as specified by the MRTA.

(7) The concessionaire shall sign the Integrity Pact as they submit the proposal according to the State Enterprise Policy Office (SEPO) announcement on the guidelines for the implementation of integrity pact for PPP projects under the Thailand Public-Private Partnership Act B.E. 2562 (2019), B.E. 2564 (2021) announced on December 23, B.E. 2564 (2021).

1.4 The Concessionaire Engagement during the Project Concession Period

The project implementation period for the concessionaire is divided into two phases as follow:

- (1) 1st Phase: Design and construction of the civil works, and the provision of M&E systems, which is divided into 2 parts as follow:
 - a. 1st Part: The design, procurement, manufacturing, installation, testing and commissioning of the M&E systems, and the MRT trial running for the MRT East Orange Line (Thailand Cultural Centre – Min Buri (Suwinthawong) Section) within the period of 3 years and 6 months counting from the date specified in the Notice to Proceed (NTP) unless exempted by the MRTA. Failing to complete the works within the specified scheduled will result in the penalty charge by the rate and conditions specified in the draft concession contract.
 - b. 2nd Part: The design and construction of the civil works and trackworks, the design, procurement, manufacturing, installation, testing and commissioning of the M&E systems, and the MRT trial running for the MRT West Orange Line (Bang Khun Non – Thailand Cultural Centre Section) within the period of 6 years count from the date specified in the Notice to Proceed (NTP) unless exempted by the MRTA. Failing to complete the works within the specified scheduled will result in the penalty charge by the rate and conditions specified in the draft concession contract.
- (2) 2nd Phase: The provision of O&M services with the period of 30 years counts from the commencement date of the commercial operation of the MRT East Orange Line (Thailand Cultural Centre – Min Buri (Suwinthawong) Section) approved by the MRTA, until the end of the concession contract.

1.5 Revenue Collection

The concessionaire shall be responsible for fare revenue and commercial development revenue collection which is in accordance with the terms and conditions indicated in the draft concession contract.

1.6 Project Implementation Expenses

The MRTA will be responsible for land acquisition expenses for the construction of civil works for the MRT West Orange Line Project, while the concessionaire will be responsible for all expenses relating to the project's scope of work for the success of the project, including consultation fee, taxes, stamp duties, licenses, fees and other expenses incurred and imposed under the relevant regulation.

1.7 Investment Promotion Agreement

The MRT Orange Line Project (Bang Khun Non – Min Buri (Suwinthawong) Section) has been principally approved for the investment promotion right in section 7.3 Mass Transit Systems and Transportation of Bulk Goods, sub-section 7.3.1 Rail Transport since March, 15 B.E. 2562 (2019). After the PPP Contract has signed, the MRTA will coordinate with the concessionaire for requesting the investment promotion rights and benefits from the Thailand Board of Investment regarding to Investment Promotion Act, B.E. 2520 (1977) and its amendment.

2. Waiver of Immunity

The tenderers must not have any special privileges or immunities to refuse of being taken into the Thai Court. If the tenderers have any special privileges or immunities, they must provide the evidence from the tenderer's government for those waivers.

3. Qualifications of Tenderer

The tenderer interested in the PPP investment of the MRT Orange Line Project (Bang Khun Non – Min Buri (Suwinthawong) Section) shall not be the private entities or persons as described in the PPP Commission Notification of inappropriate private parties descriptions for entering the investment in the PPP project, B.E. 2562 (2019) and the PPP Commission Notification of inappropriate private parties descriptions for entering the investment in the PPP project, B.E. 2564 (2021) No. 2. Thus, the tenderer shall propose the qualifications as specified in the Request for Proposal (RFP) Volume I : Instruction to Tenderer document which is complied with the requirements as follow.

3.1 General Qualification

- (1) The tenderer shall be a single Thai juristic person registered in Thailand for not less than 3 years until the proposal submission date. In the case of joint venture or consortium (juristic group), there shall be at least one Thai juristic person with the minimum shareholding of 35% joining in the juristic group, other juristic persons in that juristic group shall have a minimum shareholding of 10%, the lead firm shall hold the maximum shareholding and not less than 35%, and the combined shareholding of Thai juristic persons in that juristic group shall not be less than 51%. Moreover, all juristic persons joining in the juristic group shall register for not less than 3 years.

Any foreign juristic persons wishing to submit the proposal shall associate with Thai juristic persons to form a joint venture or consortium.

In the case of juristic persons' Merger and Acquisition (M&A), those juristic persons shall provide the financial statement as if it has been merged and acquired for the last 3 years.

- (2) The Tenderer which is a single Thai juristic person shall have a paid-up registered capital of not less than 5,000 million Baht (Five Thousand Million Baht only). In case of the Tenderer is joint venture or consortium consisting of several juristic persons (juristic group), the total paid-up registered capital shall not be less than 5,000 million Baht (Five Thousand Million Baht only). In this regard, all members in the juristic group shall be jointly and severally responsible for the undertaking under the contract.

In order to facilitate the proposal submission process, the juristic group shall appoint a member within that group as the lead firm for submitting the proposal or contacting with the MRTA on behalf of the juristic group representative.

(3) Registered Capital

- In the case that the single Thai juristic person is selected as the concessionaire, the paid-up registered capital shall not be less than 5,000 million Baht (Five Thousand Million Baht only) at the contract signing date, and shall be increased to not less than 10,000 million Baht (Ten Thousand Million Baht only) before the commencement date of commercial operation service for the MRT East Orange Line. An increase of paid-up registered capital must maintain the debt to equity ratio not more than 2.5.
- In the case that the juristic group is selected as the concessionaire regarding to clause 3.1(2), that juristic group shall register as a newly Thai juristic entity, the successful tenderer shall provide implementation suretyship and/or guarantee for that newly established Thai firm, and the change of members in the juristic groups or shareholding proportion cannot be made except for the MRTA's approval only. The newly established Thai firm shall have at least one Thai juristic person with the minimum shareholding of 35% and the combined shareholding of Thai juristic persons in that firm shall not be less than 51%. The paid-up registered capital shall not be less than 5,000 million Baht (Five Thousand Million Baht only) at the contract signing date, and shall be increased to not less than 10,000 million Baht (Ten Thousand Million Baht only) before the commencement date of commercial operation service for the MRT East Orange Line. An increase of paid-up registered capital shall maintain the debt to equity ratio not more than 2.5.

3.2 Financial Qualification

(1) The tenderer shall propose the annual net worth (total assets – (minus) total liabilities) for the last 3 years with the positive average value. In the case of joint venture or consortium (juristic group), the average net worth of juristic group shall be calculated by the average net worth of each juristic member. The tenderer shall submit evidences as follow:

- Financial statements audited by certified public accountant for the last 3 years.
- Tax payment evidences of all Thai juristic members for the last 3 years.

The calculation of average net worth for the last 3 years which is in the foreign currency shall use the selling foreign exchange rate announced by the Bank of Thailand on the financial statements closing date of each company in each year.

(2) The tenderer, by submitting either or both of evidences as follow, shall have a combination between liquidity assets, uncommitted assets, line of credits, and other financial sources with not less than 96,000 million Baht (Ninety Six Thousand Million Baht only):

- Letter of Intent from Thai financial institutions or Foreign financial institutions which has their branch in Thailand; and/or
- Cash and cash equivalents (Cash or Cash Equivalent) without any obligations proposed in the statement of financial position (Balance Sheet)

The calculation of value of credit certification and support which is in the foreign currency shall use the selling foreign exchange rate announced by the Bank of Thailand on the date specified in those provided evidences.

3.3 Technical Qualifications, Experience and Success Reference Projects

3.3.1 The tenderers shall submit the documents showing their technical experiences and project references certified by the project owners/employers in order to proceed the experiences and technical conformity evaluation. They shall have specific experiences as defined in clause 3.3.1 (1) and 3.3.1 (2) as below:

(1) Experience in Civil Works Construction Management: The tenderers shall have experiences in the management of civil works construction with at least 1 completed project with all 3 types of defined experiences for the last 20 years until the proposal submission date, and the mentioned completed projects must be directly contracted with Thai government agencies. The tenderers can propose 1 project per either 1 type or more than 1 type of experiences, while each type of experiences in a single contract shall have value not less than 1,000 million Baht (One Thousand Million Baht Only). Thus, the tenderers shall propose 3 types of experiences as follow:

- a. The design and construction of underground tunnel by tunnel boring machine (TBM).
 - b. Design and construction of underground station or elevated station for the mass rapid transit system.
 - c. Design and construction of ballastless track work with third rail.
- (2) The tenderers shall have experiences in the provision of the O&M services experiences for the last 25 years until the proposal submission date. The proposed experiences shall be the mass transit heavy rail project and has been operated for not less than 10 years until the proposal submission date, proposing at least 1 project which totally includes all 6 systems of mass transit system i.e. Rolling stock system (Heavy rail), Signalling and train controlling system, Power supply system, Communication system, Automatic fare collection system and Depot workshop equipment. The proposed experiences of the tenderer shall be provided with the letter issued and certified by the project's owner/employer.

In the case of a juristic group, the lead firm must have its own experiences in the construction management of civil regarding clauses 3.3.1 (1) or experiences in the heavy rail services of mass rapid transit according to clauses 3.3.1 (2).

The calculation of each project value as regard to clause 3.3.1 (1) which is in the foreign currency shall use the selling foreign exchange rate announced by the Bank of Thailand on the project completion date.

For proposing of experiences as defined in clause 3.3.1, the tenderers shall fill in the form as specified in the Request for Proposal (RFP) Volume I : Instruction to Tenderer.

- 3.3.2 The Tenderer shall propose the contractor(s)/supplier(s) list of the M&E systems covering 7 systems of mass transit system i.e. Rolling stock system (Heavy rail), Signalling and train controlling system, Power supply system, Communication system, Automatic fare collection system, Depot workshop equipment and Platform Screen Doors. The Tenderers shall submit the evidence which is a letter of Intention of the contractors or suppliers who intends to join with the tenderers of all systems as defined at least 1 supplier per system, otherwise, the tenderer will be disqualified for experiences and technical conformity evaluation
- 3.3.3 In the case that the tenderer has no experience on the management of the civil works construction as stipulated in clause 3.3.1 (1), the tenderer can propose experiences and project references of the contractor(s) in order to fulfill the requirements in clause 3.3.1 by submitting the letter of Intention expressing their wills of not being in other tenderers' contractor list. The contractor(s) must be a single Thai juristic person or a juristic group, and the combined shareholding of Thai juristic persons in that juristic group shall not be less than 51%.

By not submitting the letter of intention mentioned above, the MRTA and the selection committee under Section 36 will not consider those contractors' experiences proposed by the tenderer.

4. RFP DOCUMENT PURCHASING FEE, EVALUATION FEE, AND CONTRACT SIGNING FEE

4.1 The request for proposal document (RFP) is available for purchasing for interested tenderer. The first RFP costs 1,000,000 Baht (One Million Baht Only) included VAT, while the additional RFP costs 100,000 Baht (One Hundred Thousand Baht Only) included VAT. The RFP fee can be paid either in cash or by Cashier's cheque payable to the MRTA, and that paid fee cannot be reclaimed or refunded by the tenderers in any cases.

Only juristic persons listed in the RFP purchaser list are eligible to submit the proposal.

- (1) In the case of purchasing RFP on behalf of a juristic group, all juristic persons in that juristic group shall be declared.
- (2) In the case of purchasing RFP as a single juristic person but intending to form a juristic group afterwards, all juristic persons intend to join that newly established juristic group must purchase RFP, in order to submit the proposal.

4.2 On the proposal submission date, the tenderers shall pay the evaluation fee to the MRTA in the amount of 1,000,000 Baht (One Million Baht Only) either in cash or by Cashier's cheque payable to the MRTA, and that paid fee cannot be reclaimed or refunded by the tenderers in any cases.

4.3 On the contract signing date, the successful tenderer shall pay the contract signing fee to the MRTA in the amount of 1,000,000 Baht (One Million Baht Only) either in cash or by Cashier's cheque payable to the MRTA, and that paid fee cannot be reclaimed or refunded by the successful tenderer in any cases.

5. Date, Time and Place for the Request for Proposal (RFP) Purchasing

The interested juristic persons can purchase the Request for Proposal (RFP) on the workdays starting from May 27, B.E. 2565 (2022) to June 10, B.E. 2565 (2022), between 09.00 a.m. to 03.00 p.m. (Thailand Standard Time (GMT+7)) at the following address:

Meeting Room on the 5th floor, Building 1
Mass Rapid Transit Authority of Thailand
175 Rama IX Road, Huai Khwang,
Bangkok 10310, THAILAND
Tel : 66(2) 716 4000 ext. 1519, 1589, 1590, 1591
Fax : 66(2) 716 4022

6. Date, Time and Venue for Submission of Tender and Tender Opening

- 6.1 The proposal submission date and time is on July 27, B.E. 2565 (2022) from 09.00 a.m. to 03.00 p.m. (proposal receive closed) based on the clock time of the proposal receiver agency, and the proposal will be received by a proposal receiver committee appointed by the selection committee under Section 36 of the Thailand Public – Private Partnership ACT, B.E. 2562 (2019). After the aforesaid time, the MRTA will not accept any proposal or any evidence specified in the Request for Proposal (RFP) Volume I : Instruction to Tenderer. The tenderer shall submit his/her proposal at:

Mass Rapid Transit Authority of Thailand

175 Rama IX Road, Huay Khwang

Bangkok 10310 THAILAND

Tel : 66(2) 716-400 Ext. 1519, 1589, 1590, 1591

Fax : 66(2) 716-4022

However, the MRTA may consider extending the proposal submission period with the approval of the selection committee under Section 36 by issuing the amendment or addendum. Regarding to this case, all rights and obligations of the MRTA and tenderers subjected to the previous schedule will be extended in order to comply with those extended time.

- 6.2 Tenders will be opened on 1 August 2022 at 1:30 pm. The opening time will be based on time on the clock in the office which is arranged to receive the tender. Tender envelope will be opened in the presence of every Tenderers or their representatives. All of Tenderers or their authorized representatives shall attend the tender opening as witnesses.

7. Tender Security

- 7.1 The tenderer shall submit a tender security to the MRTA together with the proposal submission in the amount of 2,000 million Baht (Two Thousand Million Baht only) by one of the following:

- (1) Domestic bank guarantee: In the case of foreign juristic person, a bank guarantee from reputable foreign bank which has its branch in Thailand is also accepted; or
- (2) Thai Government Bond or Thai State Enterprise Bond.

The bank guarantee provided for the tender security shall be determined the expired date 28 days after the proposal expired date.

- 7.2 The MRTA will return the tender security to the unsuccessful tenderer or guarantors, whichever occurs first, within 10 days from the date that cabinet approves for the selection results regarding to Section 42 of the Thailand Public–Private Partnership Act, B.E. 2562 (2019), or after 120 days from the date that the selection committee under Section 36 resolves the selection of successful tenderer.
- 7.3 The tender security of the successful tenderer shall be returned after the tenderer has already signed the concession contract and submitted the performance security.
- 7.4 The tender security will be forfeited in cases of:
- (1) The tenderer withdraws its proposal during the proposal validity period; or
 - (2) The tenderer does not accept information editing as specified in the Request for Proposal (RFP) Volume I : Instruction to Tenderer; or
 - (3) The successful tenderer fails to perform the following tasks within the specified period of time:
 - a. Concession contract signing, or
 - b. Submitting the performance security

8. Performance Security

For the 1st phase, the successful tenderer (the concessionaire) shall submit a performance security to the MRTA in the amount of 4,500 million Baht (Four Thousand Five Hundred Million Baht only). The performance security must be submitted on the contract signing date, and the MRTA shall return the 1st phase performance security to the concessionaire upon the completion of works in 1st Phase.

For the 2nd Phase upon the MRTA issuance of commissioning certificate which determines the commencement date of operation that generates income in the MRT East Orange Line (Thailand Cultural Centre - Min Buri (Suwinthawong) Section), the concessionaire shall submit a newly performance security to the MRTA in the amount of 200 million Baht (Two Hundred Million Baht only) for 2nd phase work guarantee, and the MRTA shall return the 2nd phase performance security upon the concessionaire's release of its obligations under the concession contract.

The performance security shall be one of the following:

- (1) Domestic bank guarantee: In the case of foreign juristic person, a bank guarantee from reputable foreign bank which has its branch in Thailand is also accepted; or
- (2) Thai Government Bond or Thai State-Enterprise Bond.

The 1st phase performance security must be expired after the completion of 1st phase works or any extended period approved by the MRTA.

The 2nd phase performance security must be expired upon the concessionaire's release of its obligations under the concession contract.

9. Proposal Evaluation Criteria

9.1 The preparation of the proposal shall be complete and correct as required in the request for proposal document, and the proposal can be separated into four envelopes as follow:

Envelope 1: Qualifications Proposal

Envelope 2: Technical Proposal

Envelope 3: Investment and Benefit Proposal

Envelope 4: Other proposals which will benefit the MRTA's services and operations

All the information in the proposal shall be completely verified and certified. In the case of the foreign juristic persons, the proposal must be notarized by the Royal Thai Embassy in that concerned country.

The proposal evaluation will be proceeded by the following steps as specified in sub-clause 9.2 to 9.6:

9.2 Upon the receipt of the proposal document, the MRTA will verify the following documents:

- (1) Power of Attorney
- (2) Tender Security
- (3) The correctness and completion of the proposal document as specified in the Request for Proposal (RFP) Volume I : Instruction to Tenderer; Sub-Clauses 19.1.1

The MRTA and the selection committee under Section 36 will not consider the proposal which is incorrect and incomplete as specified above, and will return it to that failed tenderer. In such case, the tenderer shall not be entitled to claim any expenses or damages.

9.3 Evaluation of Envelope 1: Qualifications Proposal

The evaluation procedure will be proceeded to the envelope 1 evaluation only for the tenderers who pass the verification as specified in sub-clause 9.2. The tenderer shall possess the qualifications as specified in clause 3, and also in accordance with the requirements in the Request for Proposal (RFP) Volume I : Instruction to Tenderer.

The qualification evaluation will be carried out by the pass/fail criteria together with the completeness and the correctness of the documents regarding the Request for Proposal (RFP) Volume I : Instruction to Tenderer; Sub-Clauses 19.1.2. Otherwise, the tenderer will fail for the envelope 1's criterion consideration, the envelope 2 and the envelope 3 will not be opened, and the sealed envelope 2, envelope 3 and envelope 4 will be returned to that failed tenderer.

9.4 Evaluation of Envelope 2: Technical Proposal

The evaluation procedure will be proceeded to the envelope 2 evaluation only for the tenderers who pass the envelope 1 evaluation. The technical evaluation will be carried out by the percentage scoring system with the total score of 100%, and be divided into 4 categories as follow:

(1) Organization Structure, Key Staffs and Work Plan	10%
(2) Approach Methodology and the Compliance of Civil Works Technical Document	50%
(3) Approach Methodology and the Compliance of M&E Systems Technical Document	10%
(4) Approach Methodology and the Compliance of O&M Services Technical Document	30%

The tenderer shall be scored with not less than 85% in each category, and shall have a total score with not less than 90%. Otherwise, the tenderer will fail for the envelope 2's criterion consideration, and the sealed envelope 3 and envelope 4 will be returned to that failed tenderer.

9.5 Evaluation of Envelope 3: Investment and Benefit Proposal

The tenderer shall provide details as follow:

- a. Bills of Quantity (BOQ) of Civil Works, M&E systems, and O&M services
- b. Business and Financial Plan, including the fundraising plan, expense plan, risk management plan, and other relating plans
- c. The table showing profit sharing to the MRTA and/or required subsidy (civil work's costs of MRT Orange Line Project West Section: Bang Khun Non – Thailand Cultural Centre) from the MRTA which the tenderer can propose either the profit sharing or required subsidy, both, or none of them.

The details of documents mentioned above shall be complete, correct, consistent, and compliance with conditions in the Request for Proposal (RFP) Volume I : Instruction to Tenderer; Sub-Clauses 19.1.4 (Envelope 3 Investment and Benefit Proposal), otherwise, the MRTA and the selection committee under Section 36 reserves the right not to evaluate the unreliable envelope 3.

The MRTA and the selection committee under Section 36 will proceed to the envelope 3 evaluation for the tenderers who pass the criterion of the envelope 2 evaluation, and the details proposed in envelope 3 has been reliably evaluated upon the conditions as specified above. The tenderer who proposes the highest NPV of net benefit (The profit sharing proposing to the MRTA minus the required subsidy requesting from the MRTA) will be selected as the highest evaluated tenderer.

The required subsidy indicated in the envelope 3 by the tenderer will be importantly abided by the MRTA and the selection committee under Section 36, and will be assumed that the tenderer has already assessed, in every aspect, all quantities of the civil works, M&E systems, O&M services, including the investment cost and expenses occurred throughout the concession period regarding to the scope of works indicated in the RFP document. Therefore, the MRTA and the selection committee under Section 36 expects that required subsidy specified in the envelope 3 has already been confirmed to follow the principle specified above by the tenderer, and MRTA and the selection committee under Section 36 reserve the right to not accept any tenderer's request on additional expenses and/or subsidy from the government apart from those specified in the envelope 3.

In the event that there are more than two tenderers proposing the highest NPV of net benefit equally, the MRTA and the Selection Committee under Section 36 will compare the tenderers' score derived from the envelope 2 in order to rank and find the highest evaluated tenderer.

The selection committee under Section 36, by following Article 8 of the PPP Commission Notification of the private parties selection rules, procedures, and conditions, B.E. 2563 (2020), may considerably negotiate with the highest evaluated tenderer and the next successful tenderer not more than 2 private parties totally for the state benefit, and benefits for this PPP project and this private parties selection.

In the event that agreements cannot be fulfilled or the contract is not executed with the MRTA within the period indicated in the Request for Proposal (RFP) Volume I : Instruction to Tenderer by the highest evaluated tenderer, the next-ranked successful tenderer will be selected for the selection committee under Section 36's consideration.

The Tenderers' representatives who attend as the observer at the opening of Envelope 3 shall sign and register as the evidence of their attendance. However, absence of Tenderers' representatives at the opening of Envelope 3 will not be a cause for disqualification of the Tenderer.

9.6 Evaluation of Envelope 4: Other beneficial proposals for MRTA's services and operations

The MRTA and the selection committee under Section 36 reserves the right whether to consider the envelope 4. In the event that the envelope 4 will be evaluated, the evaluation will only be made to the successful tenderer.

10. Request for Clarification

The MRTA and the selection committee under Section 36 as its considered discretion, may request any tenderers to clarify their proposal for the purpose of proposal evaluation and comparison. However, the amendment of proposal's substances from any tenderers shall not be permitted unless the mathematical errors correction found by the MRTA and the selection committee under Section 36 during the proposal evaluation as indicated in the Request for Proposal (RFP) Volume I : Instruction to Tenderer only.

11. Language

The proposal, all correspondences and related documents must be written in either Thai or English language. Any parts of documents which are not written in either Thai or English language shall attach the notarized English translations which are certified by the Ministry of Foreign Affairs or the Royal Thai Embassy in that concerned country. In the event of a language discrepancy, Thai documents shall prevail.

12. Rights Reserved

12.1 The MRTA and the selection committee under Section 36 reserves the right to shorten or extend the selection period and to change, amend, modify or cancel the invitation to tender or the Request for Proposal (RFP) or to cancel the selection process without selecting any tenderers or the successful tenderer. The tenderer must not be entitled to claim any expenses or damages incurred thereby.

- 12.2 The selection committee under Section 36 has the right to negotiate (fare rate and other matters) with the successful tenderer for the highest benefit of the nation.
- 12.3 The MRTA reserves the right to change, amend or modify any details in the draft concession contract in order to comply with the results of the evaluation and negotiation between the selection committee under Section 36 and the successful tenderer as well as comments and results of the examination and consideration of the draft concession contract from the Office of the Attorney General and the Cabinet Resolution (if any).
- 12.4 This document is made in both Thai and English language. In the event of a discrepancy between Thai and English versions, Thai document shall prevail.

Announced on 24 May 2022



(Mr. Pakapong Sirikantaramas)

Governor

Mass Rapid Transit Authority of Thailand