

สำนักงานเลขาธิการคณะรัฐมนตรี
เลขรับ ๒๐๒๑/๒๕๕๓
วันที่ ๒๒ เม.พ. ๕๓
เวลา ๑๔.๕๕ น.

ที่ นร ๐๕๐๓/๖๐๙๒

สำนักนายกรัฐมนตรี
ทำเนียบรัฐบาล กทม. ๑๐๓๐๐

๒๐ เมษายน ๒๕๕๓

เรื่อง ร่างหนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงินระหว่างรัฐบาลไทยกับรัฐบาลญี่ปุ่น
และร่างสัญญาเงินกู้และร่างสัญญาค้ำประกันเงินกู้

กราบเรียน ประธานรัฐสภา

สิ่งที่ส่งมาด้วย ๑. ร่างหนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงินระหว่างรัฐบาลไทย
กับรัฐบาลญี่ปุ่น

๒. ร่างสัญญาเงินกู้และร่างสัญญาค้ำประกันเงินกู้

ด้วยคณะรัฐมนตรีได้ประชุมปรึกษาลงมติเห็นชอบให้เสนอ

๑. ร่างหนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงินระหว่างรัฐบาลไทย
กับรัฐบาลญี่ปุ่น และ

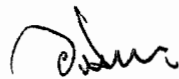
๒. ร่างสัญญาเงินกู้และร่างสัญญาค้ำประกันเงินกู้

รวม ๒ ฉบับ เพื่อขอความเห็นชอบจากรัฐสภา ดังที่ได้ส่งมาพร้อมนี้

จึงขอเสนอร่างหนังสือแลกเปลี่ยนฯ และร่างสัญญาเงินกู้และร่างสัญญา
ค้ำประกันเงินกู้ รวม ๒ ฉบับดังกล่าว มาเพื่อขอได้โปรดนำเสนอรัฐสภาพิจารณา
ให้ความเห็นชอบตามมาตรา ๑๙๐ ของรัฐธรรมนูญแห่งราชอาณาจักรไทยต่อไป

ขอแสดงความนับถืออย่างยิ่ง

กลุ่มงานบริหารทั่วไป สำนักการประชุม
รับที่ ๑๕๐ / ๒๕๕๓
วันที่ ๒๒ / เม.พ. ๕๓ เวลา ๑๔.๕๕ น.
ส่งกลุ่มงานฟ-๕: น.ค. กู้ยืม ๒ ดัดเนินการ



(นายอภิสิทธิ์ เวชชาชีวะ)

นายกรัฐมนตรี

กลุ่มงานระเบียบการ

รับที่ ๑๑ / ๒๕๕๓
วันที่ ๒๓ / เม.พ. ๕๓ เวลา ๑๔.๑๕ น.

กลุ่มงานพระราชบัญญัติและญัตติ ๒

รับที่ ๓๗ / ๒๕๕๓

วันที่ ๒๒ / เม.พ. ๕๓ เวลา ๑๔.๕๕ น.

สำนักเลขาธิการคณะรัฐมนตรี

โทร. ๐ ๒๒๕๐ ๙๐๐๐ ต่อ ๓๐๖ (สารวัตร)

๐ ๘๗ ๐๘๓ ๘๒๘๑ (BO_07/D/สภา)

**สาระสำคัญของร่างหนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงินระหว่าง
รัฐบาลไทยกับรัฐบาลญี่ปุ่น ร่างสัญญาเงินกู้ และร่างสัญญาค้ำประกันเงินกู้**

1. ร่างหนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงินระหว่างรัฐบาลไทยกับรัฐบาลญี่ปุ่น

(1) รัฐบาลญี่ปุ่นตกลงที่จะให้กระทรวงการคลังและรัฐวิสาหกิจกู้เงินโดยผ่าน JICA สำหรับโครงการพัฒนาเศรษฐกิจและสังคมของส่วนราชการและรัฐวิสาหกิจ วงเงิน 23,946 ล้านบาท จำนวน 2 โครงการ ดังนี้

ชื่อโครงการ/หน่วยงาน	วงเงิน (ล้านบาท)
โครงการก่อสร้างสะพานข้ามแม่น้ำเจ้าพระยาบริเวณถนนนนทบุรี 1/กรมทางหลวงชนบท	7,307
โครงการรถไฟฟ้าสายสีม่วง (บางใหญ่-บางซื่อ) ระยะที่ 2 / การรถไฟฟ้าขนส่งมวลชนแห่งประเทศไทย	16,639

(2) การใช้เงินกู้ภายใต้หนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงินสำหรับโครงการรถไฟฟ้าสายสีม่วง (บางใหญ่-บางซื่อ) ระยะที่ 2 ของการรถไฟฟ้าขนส่งมวลชนแห่งประเทศไทยจะต้องมีกระทรวงการคลังในนามรัฐบาลไทยเป็นผู้ค้ำประกันเงินกู้

(3) การชำระคืนเงินต้นและดอกเบี้ยภายใต้วงเงินกู้ดังกล่าวจะได้รับยกเว้น ในเรื่องภาษีอากรตามกฎหมายไทย และรัฐบาลไทยจะอนุญาตให้บุคคลสัญชาติญี่ปุ่นที่จำเป็นต้องเข้ามาในประเทศไทยเพื่อปฏิบัติงานตามงานโครงการเงินกู้ รวมทั้งพำนักอยู่ในประเทศไทยได้ตามกฎหมายเท่าที่จำเป็น

(4) สำหรับการขนส่งทางเรือและการประกันภัยทางทะเลของสินค้าที่จัดซื้อด้วยเงินกู้สำหรับโครงการดังกล่าว รัฐบาลไทยจะงดเว้นการกำหนดข้อบังคับใด ๆ ที่อาจเป็นอุปสรรคต่อการแข่งขันโดยเสรีและเป็นธรรมระหว่างบริษัทเดินเรือและบริษัทประกันภัยของประเทศทั้งสอง

(5) รัฐบาลไทยจะต้องใช้เงินกู้ที่เหมาะสมสำหรับโครงการ ดูแลความปลอดภัยของบุคคลที่เกี่ยวข้องกับการก่อสร้างและการดำเนินโครงการ และดูแลให้สิ่งก่อสร้างที่ใช้เงินกู้รัฐบาลญี่ปุ่นได้รับการใช้และบำรุงรักษาอย่างเหมาะสม

2. ร่างสัญญาเงินกู้

เงื่อนไขเงินกู้	โครงการก่อสร้างสะพานข้ามแม่น้ำเจ้าพระยาบริเวณถนนนนทบุรี 1	โครงการรถไฟฟ้าสายสีม่วง (บางใหญ่-บางซื่อ) ระยะที่ 2
(1) อัตราดอกเบี้ยเงินกู้	ร้อยละ 0.95 ต่อปี	ร้อยละ 1.4 ต่อปี
(2) อัตราดอกเบี้ยสำหรับส่วนของการจ้างที่ปรึกษา	-	ร้อยละ 0.01 ต่อปี
(3) ค่าธรรมเนียมผูกพันเงินกู้ของวงเงินกู้ที่ยังไม่ได้เบิกจ่าย	ร้อยละ 0.1 ต่อปี	
(4) ระยะเวลาชำระคืนเงินกู้ (รวมระยะปลอดหนี้)	20(6) ปี	25(7) ปี
(5) การเบิกจ่ายเงินกู้	ภายใน 6 ปี	ภายใน 7 ปี

(6) ขั้นตอนการเบิกจ่ายเงินกู้ เงื่อนไขการซื้อสินค้าและบริการของทั้ง 2 โครงการให้ดำเนินการตามแนวปฏิบัติเกี่ยวกับการจัดซื้อจัดจ้างของ JICA โดยจัดซื้อได้จากทุกประเทศ

(7) ผู้กู้จะต้องให้สำนักงานการตรวจเงินแผ่นดินเข้าตรวจสอบข้อมูลการจัดซื้อจัดจ้างเพื่อให้การดำเนินงานมีความเป็นธรรมและโปร่งใส และเมื่อ JICA ร้องขอ ผู้กู้จะต้องจัดส่งรายงานของสำนักงานการตรวจเงินแผ่นดินให้กับ JICA

(8) การชำระคืนดอกเบี้ยก่อนการเบิกจ่ายเสร็จสิ้นจะชำระในเดือนมีนาคมและกันยายนของทุกปี และภายหลังการเบิกจ่ายเสร็จสิ้นจะชำระคืนเงินต้นและดอกเบี้ยในเดือนกุมภาพันธ์และสิงหาคมของทุกปี

3. ร่างสัญญาค้ำประกันเงินกู้

กระทรวงการคลังในนามรัฐบาลไทยเป็นผู้ค้ำประกันเงินกู้โครงการรถไฟฟ้าสายสีม่วง (บางใหญ่-บางซื่อ) ระยะที่ 2 ของการรถไฟฟ้าขนส่งมวลชนแห่งประเทศไทย

(Draft)

(Japanese Note)

Excellency,

I have the honour to confirm the following understanding recently reached between the representatives of the Government of Japan and of the Government of the Kingdom of Thailand concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Kingdom of Thailand:

1. A loan in Japanese yen up to the amount of twenty-three billion nine hundred and forty-six million yen (¥23,946,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and regulations of Japan, to the Government of the Kingdom of Thailand and Mass Rapid Transit Authority of Thailand (hereinafter referred to as "the Borrowers"), enumerated in Column 2 of the Annex attached hereto (hereinafter referred to as "the Annex") by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of implementing the projects enumerated in Column 1 of the Annex according to the allocation for each project as specified in Column 3 of the Annex.

2. (1) The Loan will be made available by loan agreements to be concluded between the Borrowers and JICA. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreements, within the scope of the present understanding, which will contain, *inter alia*, the rate of interest, the repayment period and the disbursement period enumerated respectively in Columns 4, 5 and 6 of the Annex.

(2) Each of the loan agreements mentioned in subparagraph (1) above will be concluded after JICA is satisfied of the feasibility, including environmental consideration, of the projects enumerated in Column 1 of the Annex to which such loan agreements relate.

(3) The respective disbursement periods enumerated in Column 6 of the Annex may be extended with the consent of the authorities concerned of the two Governments.

3. The repayment of principal of the Loan extended to Mass Rapid Transit Authority of Thailand, as well as the payment of interest and any other charges thereon, will be

guaranteed by the Government of the Kingdom of Thailand.

4. (1) The Loan will be made available to cover payments to be made by the Thai executing agencies to suppliers, contractors, and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the projects enumerated in Column 1 of the Annex, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above will be agreed upon between the authorities concerned of the two Governments.

(3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the projects enumerated in Column 1 of the Annex.

5. The Government of the Kingdom of Thailand will ensure that the products and/or services mentioned in sub-paragraph (1) of paragraph 4. are procured in accordance with the guidelines for procurement of JICA, which set forth, inter alia, the procedures of international competitive bidding to be followed except where such procedures are inapplicable or inappropriate.

6. With regard to the shipping and marine insurance of the products purchased under the Loan, the Government of the Kingdom of Thailand will refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

7. Japanese nationals whose services may be required in the Kingdom of Thailand in connection with the supply of the products and/or services mentioned in sub-paragraph (1) of paragraph 4. will be accorded, in accordance with the relevant laws and regulations of the Kingdom of Thailand, such facilities as may be necessary for their entry into the Kingdom of Thailand and stay therein for the performance of their work.

8. The Government of the Kingdom of Thailand will exempt JICA from all fiscal levies and taxes imposed under the laws of the Kingdom of Thailand on and/or in connection with the Loan as well as interest accruing therefrom.

9. The Government of the Kingdom of Thailand will take necessary measures to:

- (a) ensure that the Loan be used properly and exclusively for the projects enumerated in Column 1 of

the Annex;

(b) ensure and maintain the safety of persons engaged in the implementation of the projects enumerated in Column 1 of the Annex and of the general public of the Kingdom of Thailand in constructing the facilities under the Loan and in using such facilities; and

(c) ensure that the facilities constructed under the Loan be maintained and used properly and effectively for the purpose prescribed in the present understanding.

10. The Government of the Kingdom of Thailand will, upon request, furnish the Government of Japan and JICA with:

(a) information and data concerning the progress of the implementation of the projects enumerated in Column 1 of the Annex; and

(b) any other information related to the projects enumerated in Column 1 of the Annex.

11. The two Governments will consult with each other with respect to any matter that may arise from or in connection with the present understanding.

12. The Annex ~~will~~shall form an integral part of the present Note.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Kingdom of Thailand the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

I avail myself of this opportunity to extend/renew to Your Excellency the assurance of my highest consideration.

Annex

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Project	Borrower	Maximum amount	Rate of interest	Repayment period	Disbursement period (after the effective date of the loan agreement)
1. Chao Phraya River Crossing Bridge at Nonthaburi 1 Road Construction Project.	Government of the Kingdom of Thailand	7,307 million yen	0.95%	Fourteen (14) years after the grace period of six (6) years	six (6) years
2. Mass Transit System Project in Bangkok (Purple Line) (II)	Mass Rapid Transit Authority of Thailand	16,639 million yen	1.4%	Eighteen (18) years after the grace period of seven (7) years	seven (7) years
			The part concerning payments to Consultants		

Total amount: 23,946 million Yen

(Draft)

(Thai Note)

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"(Japanese Note)"

I have further the honour to confirm on behalf of the Government of the Kingdom of Thailand the foregoing understanding and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

I avail myself of this opportunity to extend/renew to Your Excellency the assurance of my highest consideration.

(Draft)

(Japanese Note Verbale)

The Embassy of Japan in the Kingdom of Thailand presents its compliments to the Ministry of Finance of the Kingdom of Thailand and has the honour to refer to sub-paragraph (2) of paragraph 4. of the Exchange of Notes dated _____, 2010, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Kingdom of Thailand.

The Embassy has further the honour to propose that the scope of eligible source countries mentioned in the said sub-paragraph of the said Exchange of Notes will be all countries and areas.

(Draft)

(Thai Note Verbale)

The Ministry of Finance of the Kingdom of Thailand presents its compliments to the Embassy of Japan in the Kingdom of Thailand and has the honour to acknowledge the receipt of the latter's Note Verbale No. _____ dated _____, 2010.

The Ministry has further the honour to inform the Embassy that the proposal set forth in the said Note Verbale is acceptable to the Government of the Kingdom of Thailand.

(Draft)

Record of Discussions

In connection with the Exchange of Notes dated _____, 2010, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Kingdom of Thailand (hereinafter referred to as "the Exchange of Notes"), the representatives of the Japanese Delegation and of the Thai Delegation wish to record the following:

1. With regard to sub-paragraph (3) of paragraph 4. of the Exchange of Notes concerning the financing of eligible local currency requirements for the implementation of the projects mentioned in paragraph 1. of the Exchange of Notes (hereinafter referred to as "the Projects"), the representative of the Japanese Delegation stated that:

(a) such local currency requirements as general administrative expenses, interest during construction, taxes and duties, expenses connected to offices, remuneration to employees of the executing agencies and housing, not directly related to the implementation of the Projects, as well as purchase of land properties, compensation and the like, however, will not be considered as eligible for financing under the loan mentioned in paragraph 1. of the Exchange of Notes (hereinafter referred to as "the Loan"); and

(b) the procurement of products and/or services will be made in accordance with the procedures of international competitive bidding except where such procedures are inapplicable or inappropriate.

2. With regard to the Loan, the representative of the Japanese Delegation stated that any financial requirements of the Projects exceeding the amount of the Loan under the loan agreements mentioned in sub-paragraph (1) of paragraph 2. of the Exchange of Notes, will be duly met by the Government of the Kingdom of Thailand to assure the smooth implementation of the Projects.

3. With regard to paragraph 9. of the Exchange of Notes, the representative of the Japanese Delegation stated that:

(a) the necessary measures referred to in the said paragraph include measures preventing any offer, gift or payment, consideration or benefit which would be construed as a corrupt practice in the Kingdom of Thailand from being made as an inducement to or reward for the award of the contracts referred to in sub-paragraph (1) of paragraph 4. of the Exchange of Notes; and

(b) the Government of the Kingdom of Thailand will ensure that ex-post procurement audit to be carried out by the Office of Auditor General and will provide the Government of Japan, upon request, with related information, in order to ensure fairness and competitiveness of the procurement process.

4. With regard to paragraph 10. of the Exchange of Notes, the representative of the Japanese Delegation stated that the Government of Japan understands that:

(a) other information mentioned in sub-paragraph (b) of the said paragraph includes information on corrupt practice related to the Projects; and

(b) the Government of the Kingdom of Thailand will ensure fair treatment of sources of such information and data.

5. The representative of the Thai Delegation stated that his Delegation had no objection to the above-mentioned statements by the Japanese Delegation.

Loan Agreement No. TXXXII-2

LOAN AGREEMENT

For

**Chao Phraya River Crossing Bridge at Nonthaburi 1 Road
Construction Project**

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE KINGDOM OF THAILAND

Dated April XX, 2010

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Loan Agreement No. TXXXII-2, dated April XX, 2010, between JAPAN INTERNATIONAL COOPERATION AGENCY and THE KINGDOM OF THAILAND.

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE KINGDOM OF THAILAND dated E/N 締結日 concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Kingdom of Thailand,

JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and THE KINGDOM OF THAILAND (hereinafter referred to as the "Borrower") herewith conclude the following Loan Agreement (hereinafter referred to as the "Loan Agreement", which includes all agreements supplemental hereto).

Article I

Loan

Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding SEVEN BILLION THREE HUNDRED SEVEN MILLION Japanese Yen (¥7,307,000,000) as principal for the implementation of Chao Phraya River Crossing Bridge at Nonthaburi 1 Road Construction Project described in Schedule 1 attached hereto (hereinafter referred to as the "Project") on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the "Loan"); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the said limit, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall cause the proceeds of the Loan to be used for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as the "Supplier(s)") of the eligible source country(ies) described in Section 2. of Schedule 4 attached hereto (hereinafter referred to as the "Eligible Source Country(ies)") in accordance with the allocation described in Schedule 2 attached hereto.
- (2) The final disbursement under the Loan Agreement shall be made within the period from the effective date of the Loan Agreement to the same day and month six (6) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "Disbursement Period"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (3) Notwithstanding the stipulation in sub-section (2) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.

Article II

Repayment, Interest and Commitment Charge

Section 1. Repayment of Principal

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

Section 2. Interest and Method of Payment thereof

- (1) The Borrower shall pay interest to JICA semi-annually at the rate of ninety five-hundredths percent (0.95%) per annum on the principal disbursed and outstanding.
- (2) The Borrower shall pay to JICA, (i) prior to the date of the completion of disbursement of the proceeds of the Loan (hereinafter referred to as the "Completion Date"), on March 20 of each year the interest that has accrued up to February 19 of that year from August 20 of the preceding year, and on September 20 of each year the interest that has accrued up to August 19 from February 20 of that year, and, (ii) after the Completion Date, on February 20 of each year the interest that has accrued up to February 19 of that year from August 20 of the preceding year, and on August 20 of each year the interest that has accrued up to August 19 from February 20 of that year.
- (3) Notwithstanding the above sub-section, when the Completion Date is not earlier than three (3) months from March 20 or September 20, the first interest payment after the Completion Date shall be made on March 20 or September 20, whichever comes first.

Section 3. Commitment Charge and Method of Payment thereof

- (1) The Borrower shall pay commitment charge (hereinafter referred to as the "Commitment Charge") to JICA semi-annually at the rate of one-tenth percent (0.1%) per annum on the total unused balance of the amount which falls under Categories (A) and (B) as set forth in Schedule 2 based on the

calculating method as set forth in Section 1. (2) of Article III for the period from one hundred twenty (120) days after the date of signature of the Loan Agreement to the Completion Date; provided, however, if the Completion Date is not a banking business day in Japan, an immediately succeeding banking business day in Japan shall be deemed the Completion Date.

- (2) The Borrower shall pay to JICA, (i) on March 20 of each year the Commitment Charge that has accrued up to February 19 of that year prior to the Completion Date from August 20 of the preceding year, and on September 20 of each year the Commitment Charge that has accrued up to August 19 prior to the Completion Date from February 20 of that year, and (ii) the last payment of the Commitment Charge, either on February 20 or August 20 immediately following the Completion Date whichever comes first, that has accrued up to the Completion Date from either August 20 or February 20 immediately preceding the Completion date whichever comes last.
- (3) Notwithstanding sub-section (2) above the last payment of the Commitment Charge shall be made either on March 20 when the Completion Date falls within the period from December 20 of the preceding year to February 19 of that year, or on September 20 when the Completion Date falls within the period from June 20 to August 19 of that year.

Section 4. Insufficient Payment

If the amount of any payment made by the Borrower under the Loan Agreement is less than the total amount due and payable, the Borrower agrees that the amount of payment made shall be applied and appropriated in the following order: (i) overdue charge, (ii) the Commitment Charge, (iii) interest and (iv) principal. Notwithstanding the foregoing, JICA may apply and appropriate the amount of payment received to the order decided by itself at its sole discretion.

Article III

Particular Covenants

Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA's General Terms and Conditions for Japanese ODA Loans, dated March 2009, (hereinafter referred to as the "General Terms and Conditions"), with the following supplemental stipulations:

- (1) Section 3.04. (1) of the General Terms and Conditions shall be read as follows:

Should repayment of principal or payment of interest or any other charges, excluding the Commitment Charge, required under the Loan Agreement be delayed, the interest specified in Section 3.03. of the General Terms and Conditions 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 payable on the overdue amount of principal, interest or any other charges, excluding the Commitment Charge, required under the Loan Agreement for a period from the due date to the day immediately preceding day of actual payment thereof, both inclusive.

- (2) Section 3.05. of the General Terms and Conditions shall be read as follows:
Section 3.05. Computation of Interest, Commitment Charge and Overdue Charge

Interest, the Commitment Charge and overdue charge shall accrue on a day to day basis and be computed on the basis of three hundred and sixty-five (365) days and the actual number of days elapsed.

- (3) With regard to Section 3.06. of the General Terms and Conditions, the Borrower shall have all payments of principal and of interest and other charges on the Loan credited to "JICA-Loan" account No. 0207787 with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Head Office, Japan.

- (4) The first paragraph of Section 5.06. (1) of the General Terms and Conditions shall be read as follows:

When (i) the full amount of Categories (A) and (B) as set forth in Section 1. of Schedule 2 under the Loan Agreement have been disbursed, (ii) the Disbursement Period has expired, or (iii) the Borrower notifies JICA that no further disbursement is required for the Project as set forth in the following paragraph, JICA shall send the Borrower a Notice of Completion of Disbursement (Form No. 3 attached hereto) in duplicate.

- (5) The second paragraph of Section 5.06. (1) of the General Terms and Conditions shall be read as follows:

When the cumulative total of disbursements is less than the total amount of Categories (A) and (B) as set forth in Section 1. of Schedule 2 under the Loan Agreement and no further disbursement is required for the Project, the Borrower shall give a written notice to JICA not less than thirty (30) days prior to the requested date of completion of disbursement.

- (6) The following section shall be added to Article V of the General Terms and Conditions:

Section 5.07. Conditions Precedent for Making Disbursement

JICA is not obligated to make disbursement unless all of the conditions set forth in each of the following items are satisfied at the time of making each disbursement. The satisfaction of such conditions shall be determined by JICA.

- (a) The documents set forth in Sections 5.03. and 5.04. of the General Terms and Conditions satisfy the requirements set forth in such sections (and are satisfactory to JICA).
- (b) No order or notice of provisional attachment, preservative attachment, or attachment (including any such procedure taken outside Japan) has been sent out, with respect to any receivables held by the Borrower against JICA.
- (c) No event that triggers the remedies of JICA set forth in Section 6.01. of the General Terms and Conditions has occurred.
- (d) The Borrower has not breached any provision of the Loan Agreement, and there is no threat that such breach may occur on or after the relevant disbursement.

Section 2. Procurement Procedure

The guidelines for procurement 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 for disbursement of the proceeds of the Loan allocated to Category (A) as specified in Section 1. of Schedule 2 attached hereto for the purchase of goods and services from the Supplier(s) of the Eligible Source Country(ies) with respect to the portion of the contract stated in the internationally traded currency other than that of the Kingdom of Thailand (hereinafter referred to as "Thai Baht").
- (2) Reimbursement Procedure attached hereto as Schedule 6 shall apply for disbursement of the proceeds of the Loan allocated to Category (A) as specified in Section 1. of Schedule 2 attached hereto for the payments made to the Supplier(s) of the Eligible Source Country(ies) with respect to the portion of the contract stated in the currency of Thai Baht.

Section 4. Administration of Loan

- (1) The Borrower shall authorize the Department of Rural Roads of the Ministry of Transport (hereinafter referred to as the "Executing Agency") as the executing agency.
- (2) 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.
- (3) The Borrower shall cause the Executing Agency to furnish JICA with progress reports for the Project on a quarterly basis (in March, June,

September and December of each year) until the Project is completed, in such form and in such detail as JICA may reasonably request.

- (4) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall cause the Executing Agency to furnish JICA with a project completion report in such form and in such detail as JICA may reasonably request.
- (5) The Borrower shall make sure that ex-post procurement audit be carried out by the Office of Auditor General of Thailand in order to ensure fairness and competitiveness of the procurement procedure and will provide JICA, upon request, with related information.

Section 5. Notices and Requests

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

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA THAILAND OFFICE
31st Floor, Exchange Tower,
388 Sukhumvit Road, Klongtoey,
Bangkok 10110, THAILAND

Attention: Chief Representative

For the Borrower

Postal address:

MINISTRY OF FINANCE
Rama VI Road,
Bangkok 10400, THAILAND

Attention: Permanent Secretary

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

IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at 調印場所(機構本部の場合は”at the office of JAPAN INTERNATIONAL COOPERATION AGENCY, XXX-ku, Tokyo, Japan”), as of the day and year first above written.

For

JAPAN INTERNATIONAL
COOPERATION AGENCY

For

THE KINGDOM OF THAILAND

機構側調印者名
役職

借入人側調印者名
Minister of Finance
Ministry of Finance

Schedule 1

Description of Project

Section 1. Outline of the Project

(1) Objective:

The objective of the Project is to alleviate traffic congestion in Bangkok Metropolitan Region and Nonthaburi and to improve transportation network by constructing Chao Phraya River crossing bridge and feeder routes, thereby contributing to economic development and urban environment improvement.

(2) Location:

Nonthaburi

(3) Executing Agency:

Department of Rural Roads, Ministry of Transport

(4) Scope of the Work:

- (a) Bridge and Connecting Road Construction
- (b) Consulting Services

The proceeds of the Loan are available for the above item (a).

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

Section 2. Disbursement within the limit of the Japanese Government's annual budgetary appropriations for JICA.

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

Section 3. Completion of the Project

The Project is expected to be completed by October 2013.

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) Civil Works	7,165	70%
(B) Contingencies	142	—
(C) Unavailable Balance	0	—
Total	7,307	

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

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

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

Section 2. Reallocation upon change in cost estimates

- (1) If the estimated cost of items included in Category (A) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, will be allocated by JICA, at the request of the Borrower to such Category from Category (B).
- (2) If the estimated cost of items included in any of Categories (A) and (B) shall decrease, the amount then allocated to, and no longer required for, such Category may be reallocated by JICA at the request of the Borrower not less than thirty (30) days prior to the requested date of such reallocation to Category (C). The amount of Category (C) shall not be reallocated to other Categories.

Schedule 3

Amortization Schedule

Due Date	Amount (in Japanese Yen)
On February 20, 2016	¥251,980,000
On each February 20 and August 20 beginning August 20, 2016 through February 20, 2030	¥251,965,000

Schedule 4

Procurement Procedure

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

- (1) Procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated March 2009 (hereinafter referred to as the "Procurement Guidelines").

Section 2. Eligible Source Country(ies)

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

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

- (1) In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (A), as specified in Section 1. of Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02 of the General Terms and Conditions, be subject to JICA's review and concurrence. For such contracts, the single-stage two-envelope bidding procedure, as provided for in Section 2.03(1) of the Procurement Guidelines, should be adopted.
 - (a) With regard to any contract the value of which is estimated to be not less than FIVE HUNDRED MILLION Japanese Yen (¥ 500,000,000):
 - (i) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding, the Borrower shall submit to JICA a Request for Review of Procurement Method(s) (as per Form No.1 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the procurement procedures as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower of its concurrence by means of a Notice regarding Procurement Method(s).

- (ii) In case pre-qualification is required and when the pre-qualified firms have been selected, the Borrower shall submit to JICA, for JICA's review and concurrence, a list of those firms and a report on the selection process, with the reasons for the choice made, attaching all relevant documents, together with a Request for Review of Result of Pre-qualification. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Result of Pre-qualification.
- (iii) When the single-stage two-envelope bidding procedure is adopted, the Borrower shall, before opening price proposals, submit to JICA, for JICA's review and concurrence, the analysis of technical proposals, together with a Request for Review of Analysis of Technical Proposals. The Borrower shall submit to JICA, for JICA's reference, such relevant documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly by means of a Notice regarding Analysis of Technical Proposals.
- (iv) Before sending a notice of award to the successful bidder, the Borrower shall submit to JICA, for JICA's review and concurrence, the analysis of bids and proposal for award, together with a Request for Review of Analysis of Bids and Proposal for Award. (When the step stipulated in sub-paragraph (iii) above is taken, "Analysis of Bids" shall be read hereafter as "Analysis of Price Proposals.") The Borrower shall submit to JICA, for JICA's reference, such other documents related to the award, such as tender documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Analysis of Bids and Proposal for Award.
- (v) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids or to negotiate with the lowest evaluated bidder (or, failing a satisfactory result of such negotiation, with the next-lowest evaluated bidder) with a view to obtaining a satisfactory contract, the Borrower shall inform JICA of its reasons, requesting prior review and concurrence. When JICA has no objection, 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 (i) through (iv).

- (vi) Promptly after executing a contract, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower accordingly by means of a Notice regarding Contract.
- (vii) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of JICA.
- (viii) Notwithstanding the provision of sub-paragraph (vii) above, with respect to the adjustment of the contract price made in accordance with the price adjustment clauses (including the price escalation clauses or re-measurement under the original design) set forth in the original contract which has already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract price pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on the contract price, instead of obtaining the prior written concurrence of JICA.

- (b) With regard to any contract the value of which is estimated to be not less than ONE BILLION Japanese Yen (¥ 1,000,000,000):

In addition to all the procedures stipulated in (a)(i) through (viii) above, the following step shall be taken.

Before advertisement and/or notification of pre-qualification, the Borrower shall submit to JICA, for its review and concurrence the pre-qualification documents, together with a Request for Review of Pre-qualification Documents. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by

means of a Notice regarding Pre-qualification Documents. When the Borrower wishes to make an important alteration to any of the said documents, JICA's concurrence shall be obtained before the documents are sent to prospective applicants.

- (c) With regard to any contract the value of which is estimated to be not less than THREE BILLION Japanese Yen (¥ 3,000,000,000):
In addition to all the procedures stipulated in (a)(i) through (viii) and (b) above, the following step shall be taken.

Before inviting bids, the Borrower shall submit to JICA, for its review and concurrence, the tender documents such as the notices and instructions to bidders, bid form, proposed draft contract, specifications, drawings and all other documents related to the bidding, together with a Request for Review of Tender Documents. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the tender documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Tender Documents. When the Borrower wishes to make an important alteration to any of the said documents, JICA's concurrence shall be obtained before the documents are sent to prospective bidders.

- (d) With regard to any contract the value of which is estimated to be less than FIVE HUNDRED MILLION Japanese Yen (¥ 500,000,000):
- (i) The Borrower shall, promptly after executing a contract, submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower accordingly by means of a Notice regarding Contract. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request.
 - (ii) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of JICA.

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

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA THAILAND OFFICE
Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF PROCUREMENT METHOD(S)

Reference : Loan Agreement No. TXXXII-2, dated XXXX, 2010, for Chao Phraya
River Crossing Bridge at Nonthaburi 1 Road Construction 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)

Date:
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA THAILAND OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT

Reference : Loan Agreement No. TXXXII-2, dated_XXXX, 2010, for Chao Phraya
River Crossing Bridge at Nonthaburi 1 Road Construction Project

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

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

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

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Schedule 5

Commitment Procedure

Commitment Procedure for Japanese ODA Loans dated October 2008 (as amended) (hereinafter referred to as the "Commitment Procedure") shall mutatis mutandis be applied for disbursement of the proceeds of the Loan allocated to Category (A) as specified in Section 1. of Schedule 2 attached hereto for the purchase of goods and services from the Supplier(s) of the Eligible Source Country(ies) with respect to the portion of the contract stated in the internationally traded currency other than that of Thai Baht.

1. With regard to Section 1.(3) of the Commitment Procedure, the Japanese Bank and the Issuing Bank shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.

Schedule 6

Reimbursement Procedure

Reimbursement Procedure for Japanese ODA Loans dated October 2008 (as amended) (hereinafter referred to as the "Reimbursement Procedure") shall mutatis mutandis be applied for disbursement of the proceeds of the Loan allocated to Category (A) as specified in Section 1. of Schedule 2 attached hereto for the payments made to the Supplier(s) of the Eligible Source Country(ies) with respect to the portion of the contract stated in the currency of Thai Baht with the following supplemental stipulations:

1. The designated foreign exchange bank in Tokyo wherever mentioned in this Schedule, including the Reimbursement Procedure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.
2. The authorized foreign exchange bank in the territories of the Borrower mentioned in the Reimbursement Procedure shall be Krung Thai Bank Public Company Limited or any other commercial bank as may be approved by the Ministry of Finance of the Kingdom of Thailand.
3. The supporting documents evidencing each payment and its usage, as mentioned in 2.(b) of the Reimbursement Procedure, shall be as follows:
 - (1) For payments to supplier(s) against delivery/shipment of goods-
 - (a) supplier's/suppliers' invoice specifying the goods, with their quantities and prices, which have been or are being supplied/shipped;
 - (b) bill of lading or similar documents evidencing shipment/delivery of the goods listed on the invoice;
 - (c) bill of exchange or similar document evidencing the date and amount of payment made to the supplier(s); a simple receipt from the supplier(s) showing the date and amount of payment would also suffice.
 - (2) For payments to supplier(s) made prior to delivery/shipment of goods- bill of exchange or similar document evidencing the date and amount of payment made to the supplier(s); a simple receipt from the supplier(s) showing the date and amount of payment would also suffice.

- (3) For payments for other services rendered-
- (a) the bill, claim or invoice specifying the nature of services rendered and amounts charged therefor;
 - (b) cancelled 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 JICA to relate each of these items to the specific goods the cost of which has been or is to be financed by JICA.

- (4) For payments under civil works contracts-
- (a) the claim, bill or invoice of the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the chief engineer or project officer of the Executing Agency assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate made separately may be sufficient;
 - (b) cancelled bank check, demand draft or similar document evidencing the date and amount of payment made to the contractor(s); a simple receipt from the contractor(s) showing the date and amount of payment would also suffice.

4. With regard to 4. of the Reimbursement Procedure, the amount in the Request for Reimbursement shall be expressed in Japanese Yen. The amount paid in the currency of the contract and the exchange rate used for conversion to Japanese Yen shall be described in the Summary Sheet of Payments as per Form JICA-SSP together with the evidence of such conversion rate.

Loan Agreement No. TXXXII-3

LOAN AGREEMENT

For

Mass Transit System Project in Bangkok (Purple Line) (II)

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

MASS RAPID TRANSIT AUTHORITY OF THAILAND

Dated April xx, 2010

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Loan Agreement No.TXXXII-3, dated April XX, 2010, between JAPAN INTERNATIONAL COOPERATION AGENCY and MASS RAPID TRANSIT AUTHORITY OF THAILAND

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE KINGDOM OF THAILAND dated E/N 締結日 concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Kingdom of Thailand,

JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and MASS RAPID TRANSIT AUTHORITY OF THAILAND (hereinafter referred to as the "Borrower") herewith conclude the following Loan Agreement (hereinafter referred to as the "Loan Agreement", which includes all agreements supplemental hereto).

Article I

Loan

Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding SIXTEEN BILLION SIX HUNDRED THIRTY NINE MILLION Japanese Yen (¥16,639,000,000) as principal for the implementation of the Mass Transit System Project in Bangkok (Purple Line) 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, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall use the proceeds of the Loan for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as the "Supplier(s)") of the eligible source country(ies) described in Section 2. of Schedule 4 attached hereto (hereinafter referred to as the "Eligible Source Country(ies)") in accordance with the allocation described in Schedule 2 attached hereto.
- (2) The final disbursement under the Loan Agreement shall be made within the period from the effective date of the Loan Agreement to the same day and month seven (7) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "Disbursement Period"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (3) Notwithstanding the stipulation in sub-section (2) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.

Article II

Repayment, Interest and Commitment Charge

Section 1. Repayment of Principal

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

Section 2. Interest and Method of Payment thereof

- (1) The Borrower shall pay interest to JICA semi-annually at the rate of one and four-tenths percent (1.4%) per annum on the principal corresponding to categories (a) and (b) below disbursed (hereinafter referred to as "Principal (I)") and outstanding:
 - (a) Principal disbursed out of the proceeds of the Loan allocated to Category (A) (provided for in Section 1. of Schedule 2 attached hereto);
 - (b) Any principal reallocated from Category (C) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to (1) (a) above.

- (2) The Borrower shall pay interest to JICA semi-annually at the rate of one-hundredth percent (0.01%) per annum on the principal corresponding to categories (a) and (b) below disbursed (hereinafter referred to as "Principal (II)") and outstanding:
 - (a) Principal disbursed out of the proceeds of the Loan allocated to Category (B) (provided for in Section 1. of Schedule 2 attached hereto);
 - (b) Any principal reallocated from Category (C) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to (2) (a) above.

- (3) The Borrower shall pay to JICA, (i) prior to the date of the completion of disbursement of the proceeds of the Loan (hereinafter referred to as the "Completion Date"), on March 20 of each year the interest that has accrued up to February 19 of that year from August 20 of the preceding year, and on September 20 of each year the interest that has accrued up to August 19 from February 20 of that year, and, (ii) after the Completion Date, on February 20 of each year the interest that has accrued up to February 19 of that year from

August 20 of the preceding year, and on August 20 of each year the interest that has accrued up to August 19 from February 20 of that year.

- (4) Notwithstanding the above sub-section, when the Completion Date is not earlier than three (3) months from March 20 or September 20, the first interest payment after the Completion Date shall be made on March 20 or September 20, whichever comes first.

Section 3. Commitment Charge and Method of Payment thereof

- (1) The Borrower shall pay commitment charge (hereinafter referred to as the "Commitment Charge") to JICA semi-annually at the rate of one-tenth percent (0.1%) per annum on the total unused balance of the amount which falls under Categories (A), (B) and (C) as set forth in Schedule 2 based on the calculating method as set forth in Section 1. (4) of Article III for the period from one hundred twenty (120) days after the date of signature of the Loan Agreement to the Completion Date; provided, however, if the Completion Date is not a banking business day in Japan, an immediately succeeding banking business day in Japan shall be deemed the Completion Date.
- (2) The Borrower shall pay to JICA, (i) on March 20 of each year the Commitment Charge that has accrued up to February 19 of that year prior to the Completion Date from August 20 of the preceding year, and on September 20 of each year the Commitment Charge that has accrued up to August 19 prior to the Completion Date from February 20 of that year, and (ii) the last payment of the Commitment Charge, either on February 20 or August 20 immediately following the Completion Date whichever comes first, that has accrued up to the Completion Date from either August 20 or February 20 immediately preceding the Completion date whichever comes last.
- (3) Notwithstanding sub-section (2) above the last payment of the Commitment Charge shall be made either on March 20 when the Completion Date falls within the period from December 20 of the preceding year to February 19 of that year, or on September 20 when the Completion Date falls within the period from June 20 to August 19 of that year.

Section 4. Insufficient Payment

If the amount of any payment made by the Borrower under the Loan Agreement is less than the total amount due and payable, the Borrower agrees that the amount of payment made shall be applied and appropriated in the following order: (i) overdue charge, (ii) the Commitment Charge, (iii) interest and (iv) principal. Notwithstanding the foregoing, JICA may apply and appropriate the amount of payment received to the order decided by itself at its sole discretion.

Article III

Particular Covenants

Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA's General Terms and Conditions for Japanese ODA Loans, dated March 2009, (hereinafter referred to as the "General Terms and Conditions"), with the following supplemental stipulations:

- (1) The term "principal" wherever mentioned in the General Terms and Conditions shall be replaced by "Principal (I) and Principal (II)".
- (2) Section 3.02. (2) of the General Terms and Conditions shall be read as follows:
When all disbursements to be made under the Loan Agreement have been completed, ;
 - (a) if there has been any reallocation between Categories which caused any changes in the amounts of Principal (I) and Principal (II), the amortization schedule attached to the Loan Agreement shall be recalculated and amended by JICA based on the amounts of Principal (I) and Principal (II) after such reallocation (hereinafter referred to as the "Recalculated Schedule"); and
 - (b) if the cumulative total of all disbursements is less than the full amount of the Loan stipulated therein, the difference between the full amount of the Loan and the cumulative total of all disbursements shall be deducted proportionately from all subsequent installments of repayment of

principal, as indicated in the amortization schedule attached to the Loan Agreement, or the Recalculated Schedule, if any reallocation as stipulated in paragraph (a) was made, as applicable, excluding any installments of repayment of principal for which JICA has already issued the notice set forth in Section 3.08. (hereinafter referred to as the "Subsequent Installments");

(c) provided, however, that all fractions of less than ONE THOUSAND Japanese Yen (¥ 1,000.) of such Subsequent Installments after the calculations in accordance with paragraph(s) (a) and/or (b) above, shall be added to the first installment of the Subsequent Installments.

(3) Section 3.04. (1) of the General Terms and Conditions shall be read as follows: Should repayment of principal or payment of interest or any other charges, excluding the Commitment Charge, required under the Loan Agreement be delayed, the interest specified in Section 3.03. of the General Terms and Conditions 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 payable on the overdue amount of principal, interest or any other charges, excluding the Commitment Charge, required under the Loan Agreement for a period from the due date to the day immediately preceding day of actual payment thereof, both inclusive.

(4) Section 3.05. of the General Terms and Conditions shall be read as follows:
Section 3.05. Computation of Interest, Commitment Charge and Overdue Charge

Interest, the Commitment Charge and overdue charge shall accrue on a day to day basis and be computed on the basis of three hundred and sixty-five (365) days and the actual number of days elapsed.

(5) With regard to Section 3.06. of the General Terms and Conditions, the Borrower shall have all payments of principal and of interest and other charges on the Loan credited to "JICA-Loan" account No. 0207787 with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Head Office, Japan.

(6) The first paragraph of Section 5.06. (1) of the General Terms and Conditions shall be read as follows:

When (i) the full amount of Categories (A), (B) and (C) as set forth in

Section 1. of Schedule 2 under the Loan Agreement have been disbursed, (ii) the Disbursement Period has expired, or (iii) the Borrower notifies JICA that no further disbursement is required for the Project as set forth in the following paragraph, JICA shall send the Borrower a Notice of Completion of Disbursement (Form No. 3 attached hereto) in duplicate.

- (7) The second paragraph of Section 5.06. (1) of the General Terms and Conditions shall be read as follows:

When the cumulative total of disbursements is less than the total amount of Categories (A), (B) and (C) as set forth in Section 1. of Schedule 2 under the Loan Agreement and no further disbursement is required for the Project, the Borrower shall give a written notice to JICA not less than thirty (30) days prior to the requested date of completion of disbursement.

- (8) The following section shall be added to Article V of the General Terms and Conditions:

Section 5.07. Conditions Precedent for Making Disbursement

JICA is not obligated to make disbursement unless all of the conditions set forth in each of the following items are satisfied at the time of making each disbursement. The satisfaction of such conditions shall be determined by JICA.

- (a) The documents set forth in Sections 5.03. and 5.04. of the General Terms and Conditions satisfy the requirements set forth in such sections (and are satisfactory to JICA).
- (b) No order or notice of provisional attachment, preservative attachment, or attachment (including any such procedure taken outside Japan) has been sent out, with respect to any receivables held by the Borrower against JICA.
- (c) No event that triggers the remedies of JICA set forth in Section 6.01. of the General Terms and Conditions has occurred.
- (d) The Borrower has not breached any provision of the Loan Agreement, and there is no threat that such breach may occur on or after the relevant disbursement.

Section 2. Guarantee for Loan

The Borrower shall, in accordance with Section 7.02. of the General Terms

and Conditions, cause a guarantee for the Loan (hereinafter referred to as the "Guarantee") executed by THE KINGDOM OF THAILAND (hereinafter referred to as the "Guarantor") to be given to JICA immediately after the execution of the Loan Agreement.

Section 3. 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 4. 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 for disbursement of the proceeds of the Loan for the purchase of goods and services from the Supplier(s) of the Eligible Source Country(ies) with respect to the portion of the contract stated in the internationally traded currency other than that of the Kingdom of Thailand (hereinafter referred to as "Thai Baht").
- (2) Reimbursement Procedure attached hereto as Schedule 6 shall apply for disbursement of the proceeds of the Loan for the payments made to the Supplier(s) of the Eligible Source Country(ies).
- (3) Notwithstanding the provision of paragraph (2) above, Transfer Procedure attached hereto as Schedule 7 may apply for disbursement of the proceeds of the Loan for the payments to be made to the Supplier(s) of the Eligible Source Country(ies) with respect to the portion of the contract stated in the currency of Thai Baht.

Section 5. Administration of Loan

- (1) The Borrower shall employ consultants for the implementation of the Project.

- (2) 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.
- (3) The Borrower shall furnish JICA with progress reports for the Project on a quarterly basis (in March, June, September and December of each year) until the Project is completed, in such form and in such detail as JICA may reasonably request.
- (4) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall furnish JICA with a project completion report in such form and in such detail as JICA may reasonably request.
- (5) The Borrower shall make sure that ex-post procurement audit be carried out by the Office of Auditor General of Thailand in order to ensure fairness and competitiveness of the procurement procedure and will provide JICA, upon request, with related information.

Section 6. Notices and Requests

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

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA THAILAND OFFICE
31st Floor, Exchange Tower,
388 Sukhumvit Road, Klongtoey
Bangkok 10110, THAILAND

Attention: Chief Representative

For the Borrower

Postal address:

MASS RAPID TRANSIT AUTHORITY OF THAILAND
175 Rama IX Road, Huai Khwang,
Bangkok 10320, THAILAND

Attention: Governor

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

IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at 調印場所(機構本部の場合は”at the office of JAPAN INTERNATIONAL COOPERATION AGENCY, XXX-ku, Tokyo, Japan”), as of the day and year first above written.

For

JAPAN INTERNATIONAL
COOPERATION AGENCY

For

MASS RAPID TRANSIT AUTHORITY
OF THAILAND

機構側調印者名
役職

借入人側調印者名
Governor

Schedule 1

Description of Project

Section 1. Outline of the Project

(1) Objective:

The objective of the Project is to cope with increase in traffic demand and mitigate traffic congestion in Bangkok Metropolitan Area by constructing new mass transit railway line, thereby contributing to urban economic development and environmental improvement.

(2) Location:

Northwest of Bangkok

(3) Executing Agency:

Mass Rapid Transit Authority of Thailand

(4) Scope of the Work:

- (a) Civil Works, Depot Works and Track Work
- (b) M&E Works, Rolling Stock and Related Works
- (c) Consulting Services

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

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

Section 2. Disbursement within the limit of the Japanese Government's annual budgetary appropriations for JICA.

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

Section 3. Completion of the Project

The Project is expected to be completed by August 2014.

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) Civil Works, Depot Works and Track Works	16,639	100%
(B) Consulting Services	0	100%
(C) Contingencies	0	—
(D) Unavailable Balance	0	—
<hr/>		
Total	16,639	

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

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

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

Section 2. Reallocation upon change in cost estimates

- (1) If the estimated cost of items included in any of Categories (A) and (B) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, will be allocated by JICA, at the request of the Borrower to such Category from other Categories except Category (D), subject, however, to the requirements for contingencies, as determined by JICA, in respect of the cost of items in the other Categories.
- (2) If the estimated cost of items included in any of Categories (A), (B) and (C) shall decrease, the amount then allocated to, and no longer required for, such Category may be reallocated by JICA at the request of the Borrower not less than thirty (30) days prior to the requested date of such reallocation to Category (D). The amount of Category (D) shall not be reallocated to other Categories.

Schedule 3

Amortization Schedule

1. Repayment of Principal (I)

Due Date	Amount (in Japanese Yen)
On February 20, 2017	¥449,728,000
On each February 20 and August 20 beginning August 20, 2017 through February 20, 2035	¥449,702,000

The loan amount allocated to Category (C) 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 February 20, 2017	¥0
On each February 20 and August 20 beginning August 20, 2017 through February 20, 2035	¥0

Schedule 4

Procurement Procedure

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

- (1) Procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated March 2009 (hereinafter referred to as the "Procurement Guidelines").
- (2) Employment of consultants to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for the Employment of Consultants under Japanese ODA Loans dated March 2009 (hereinafter referred to as the "Consultant Guidelines").
- (3) Should contradictions between the Procurement Guidelines and/or the Consultant Guidelines, and laws and regulations of the Borrower's country be observed, the provisions of the Procurement Guidelines and/or the Consultant Guidelines shall prevail.

Section 2. Eligible Source Country(ies)

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

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

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

- (a) With regard to any contract the value of which is estimated to be not less than FIVE HUNDRED MILLION Japanese Yen (¥ 500,000,000):
- (i) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding, the Borrower shall submit to JICA a Request for Review of Procurement Method(s) (as per Form No.1 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the procurement procedures as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower of its concurrence by means of a Notice regarding Procurement Method(s).
 - (ii) In case pre-qualification is required and when the pre-qualified firms have been selected, the Borrower shall submit to JICA, for JICA's review and concurrence, a list of those firms and a report on the selection process, with the reasons for the choice made, attaching all relevant documents, together with a Request for Review of Result of Pre-qualification. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Result of Pre-qualification.
 - (iii) When the single stage: the two-envelope bidding procedure is adopted, the Borrower shall, before opening price proposals, submit to JICA, for JICA's review and concurrence, the analysis of technical proposals, together with a Request for Review of Analysis of Technical Proposals. The Borrower shall submit to JICA, for JICA's reference, such relevant documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly by means of a Notice regarding Analysis of Technical Proposals.
 - (iv) Before sending a notice of award to the successful bidder, the Borrower shall submit to JICA, for JICA's review and concurrence, the analysis of bids and proposal for award, together with a Request for Review of Analysis of Bids and Proposal for Award (When the step stipulated in sub-paragraph (iii) above is taken, "Analysis of Bids" shall be read hereafter as "Analysis of Price Proposals.") The Borrower shall submit to JICA, for JICA's reference, such other documents related to the award, such as tender documents, as JICA may reasonably request. When JICA has no objection to the said

documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Analysis of Bids and Proposal for Award.

- (v) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids or to negotiate with the lowest evaluated bidder (or, failing a satisfactory result of such negotiation, with the next-lowest evaluated bidder) with a view to obtaining a satisfactory contract, the Borrower shall inform JICA of its reasons, requesting prior review and concurrence. When JICA has no objection, 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 (i) through (iv).
 - (vi) Promptly after executing a contract, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower accordingly by means of a Notice regarding Contract.
 - (vii) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of JICA.
 - (viii) Notwithstanding the provision of sub-paragraph (vii) above, with respect to the adjustment of the contract price made in accordance with the price adjustment clauses (including the price escalation clauses or re-measurement under the original design) set forth in the original contract which has already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract price pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on the contract price, instead of obtaining the prior written concurrence of JICA.
- (b) With regard to any contract the value of which is estimated to be not less than ONE BILLION Japanese Yen (¥ 1,000,000,000):

In addition to all the procedures stipulated in (a)(i) through (viii) above, the following step shall be taken.

Before advertisement and/or notification of pre-qualification, the Borrower shall submit to JICA, for its review and concurrence, the pre-qualification documents, together with a Request for Review of Pre-qualification Documents. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Pre-qualification Documents. When the Borrower wishes to make an important alteration to any of the said documents, JICA's concurrence shall be obtained before the documents are sent to prospective applicants.

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

In addition to all the procedures stipulated in (a)(i) through (viii) and (b) above, the following step shall be taken.

Before inviting bids, the Borrower shall submit to JICA, for its review and concurrence, the tender documents such as the notices and instructions to bidders, bid form, proposed draft contract, specifications, drawings and all other documents related to the bidding, together with a Request for Review of Tender Documents. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the tender documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice regarding Tender Documents. When the Borrower wishes to make an important alteration to any of the said documents, JICA's concurrence shall be obtained before the documents are sent to prospective bidders.

- (d) With regard to any contract the value of which is estimated to be less than FIVE HUNDRED MILLION Japanese Yen (¥ 500,000,000):

- (i) The Borrower shall, promptly after executing a contract, submit to JICA, for JICA's review and concurrence, a duly certified copy of the

contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower accordingly by means of a Notice regarding Contract. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request.

- (ii) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of JICA.
- (iii) Notwithstanding the provision of sub-paragraph (ii) above, with respect to the adjustment of the contract price made in accordance with the price adjustment clauses (including the price escalation clauses or re-measurement under the original design) set forth in the original contract which has already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract price pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on the contract price, instead of obtaining the prior written concurrence of JICA.

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

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

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

the prior concurrence of JICA.

- (2) When Quality- and Cost- Based Selection (QCBS), as provided for in Section 3.02 of the Consultant Guidelines, is adopted, the Borrower shall, before opening financial proposals, submit to JICA, for JICA's review and concurrence, the Borrower's analysis of technical proposals, together with a Request for Review of Evaluation of Technical Proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly by means of a Notice Regarding Evaluation of Technical Proposals.
- (3) Before initiating contract negotiations with the highest-ranked consultant, the Borrower shall submit to JICA, for JICA's review and concurrence, the results of the Borrower's evaluation of proposals, together with a Request for Review of Evaluation Report on Consultants' Proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly by means of a Notice Regarding Evaluation Report on Consultants' Proposals.
- (4) If the Borrower wishes, as provided for in Section 3.02(4) of the Consultant Guidelines, to use single-source selection, the Borrower shall inform JICA in writing of its reasons, for JICA's review and concurrence, together with the Letter of Invitation and the Terms of Reference. After obtaining the concurrence of JICA, the Borrower may send the Letter of Invitation and the 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.
- (5) Promptly after executing a contract, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.3 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower accordingly by means of a Notice regarding Contract.

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

Form No.1

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA THAILAND OFFICE
Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF PROCUREMENT METHOD(S)

Reference : Loan Agreement No. TXXXII-3, dated XXXX, 2010, for Mass Transit
System Project in Bangkok (Purple Line) (II)

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)

1. Name of the Project: Mass Transit System Project in Bangkok (Purple Line)
(II)
2. Method(s) of Procurement
 - () Limited International (Local) Bidding
 - () International (Local) Shopping
 - () Direct Contracting
 - () Others ()
3. Reason 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)

Date:
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA THAILAND OFFICE
Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT

Reference: Loan Agreement No. TXXXII-3, dated XXXX, 2010, for Mass Transit System Project in Bangkok (Purple Line) (II)

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

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

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

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Date:
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY
JICA THAILAND OFFICE

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT (for consulting services)

Reference: Loan Agreement No. TXXXII-3, dated xxxx, 2010, for Mass Transit System Project in Bangkok (Purple Line) (II)

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

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

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

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Schedule 5

Commitment Procedure

Commitment Procedure for Japanese ODA Loans dated October 2008 (as amended) (hereinafter referred to as the "Commitment Procedure") shall mutatis mutandis be applied for disbursement of the proceeds of the Loan for the purchase of goods and services from the Supplier(s) of the Eligible Source Country(ies) with respect to the portion of the contract stated in the internationally traded currency other than that of Thai Baht.

1. With regard to Section 1.(3) of the Commitment Procedure, the Japanese Bank and the Issuing Bank shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.

Schedule 6

Reimbursement Procedure

Reimbursement Procedure for Japanese ODA Loans dated October 2008 (as amended) (hereinafter referred to as the "Reimbursement Procedure") shall mutatis mutandis be applied for disbursement of the proceeds of the Loan for the payments made to the Supplier(s) of the Eligible Source Country(ies) with the following supplemental stipulations:

1. The designated foreign exchange bank in Tokyo wherever mentioned in this Schedule, including the Reimbursement Procedure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.
2. The authorized foreign exchange bank in the territories of the Borrower mentioned in the Reimbursement Procedure shall be Krung Thai Bank Public Company Limited or any other commercial bank as may be approved by the Ministry of Finance of the Kingdom of Thailand.
3. The supporting documents evidencing each payment and its usage, as mentioned in 2.(b) of the Reimbursement Procedure, shall be as follows:
 - (1) For payments to supplier(s) against delivery/shipment of goods-
 - (a) supplier's/suppliers' invoice specifying the goods, with their quantities and prices, which have been or are being supplied/shipped;
 - (b) bill of lading or similar documents evidencing shipment/delivery of the goods listed on the invoice;
 - (c) bill of exchange or similar document evidencing the date and amount of payment made to the supplier(s); a simple receipt from the supplier(s) showing the date and amount of payment would also suffice.
 - (2) For payments to supplier(s) made prior to delivery/shipment of goods- bill of exchange or similar document evidencing the date and amount of payment made to the supplier(s); a simple receipt from the supplier(s) showing the date and amount of payment would also suffice.
 - (3) For payments for consulting services-
 - (a) the claim put in by the consultant(s) indicating, in sufficient details, the

services rendered, period covered, and amount payable to them;

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

(4) For payments for other services rendered-

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

(b) cancelled 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 JICA to relate each of these items to the specific goods the cost of which has been or is to be financed by JICA.

(5) For payments under civil works contracts-

(a) the claim, bill or invoice of the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the chief engineer or project officer of the Borrower assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate made separately may be sufficient;

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

4. With regard to 4. of the Reimbursement Procedure, the amount in the Request for Reimbursement shall be expressed in Japanese Yen. The amount paid in the currency of the contract and the exchange rate used for conversion to Japanese Yen shall be described in the Summary Sheet of Payments as per Form JICA-SSP together with the evidence of such conversion rate.

Schedule 7

Transfer Procedure

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

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

The designated foreign exchange bank in the territories of the Borrower mentioned in this Schedule, shall be Krung Thai Bank Public Company Limited or any other commercial bank as may be approved by the Ministry of Finance of the Kingdom of Thailand (hereinafter referred to as the "Agent Bank").

1. Request for Disbursement

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

- (a) Summary Sheet of Payments as per Form TRF-a attached hereto
- (b) A copy of Transfer Instruction addressed to the Agent Bank as per attached Form JICA-TI-B
- (c) Claims for Payment evidencing the amount to be paid to the Supplier(s)
- (d) The following supporting documents evidencing each payment and its usage:
 - (i) For payments to the supplier(s) against shipment/delivery of goods and/or services-
supplier's/suppliers' invoice specifying the goods, with their quantities and prices, which have been or are being supplied/shipped;

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

- (ii) For payments for consulting services -
the claim put in by the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them;
- (iii) For payments under civil works contracts -
the claim, bill or invoice of the contractor(s) showing, in sufficient details, the work performed by the contractor(s) and amount claimed therefor;
a certificate to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate shall be signed by the chief engineer or project officer of the Borrower assigned to the Project.
- (iv) For payments for other services rendered -
the bill, claim or invoice specifying the nature of services rendered and amounts charged therefor;
If such services relate to importation of goods (e.g. freight, insurance payments) adequate references shall be given to enable JICA to relate each of these items to the specific goods the cost of which has been or is to be financed by JICA.

- (2) The amount stated in the Request for Disbursement shall be in Japanese Yen, converted at the T/T buying rate quoted by the Agent Bank on the day immediately preceding the day on which the Request for Disbursement is made. The amount to be paid in Thai Baht and the exchange rate used for conversion to Japanese Yen shall be described in the Summary Sheet of Payments as per Form TRF-a together with the evidence of such conversion rate.
- (3) Notwithstanding the stipulation in (2) above, the reference rate quoted by the Agent Bank on major newspapers may be used as well.
- (4) The Borrower shall submit to the Agent Bank Transfer Instruction (as per Form JICA-TI-B) accompanied by the copy of Request for Disbursement and Claims for Payment.

2. Disbursement

When JICA finds the Request for Disbursement in order and in conformity with the provisions of the Loan Agreement, JICA shall make disbursement in Japanese Yen. Disbursement will be made within fifteen (15) business days from the date of receipt of the Request for Disbursement by paying into the non-resident Yen account of the Agent Bank, which shall be opened in advance with the Paying Bank, in accordance with the relevant laws and regulations of Japan.

3. Payment to the Supplier(s)

Immediately after the proceeds of the Loan disbursed by JICA has been credited to the non-resident Yen account of the Agent Bank mentioned in 2. above, the Borrower shall cause the Paying Bank to debit the same amount against the above-mentioned account for transfer to the Agent Bank Regular Account under a cable advice to the Agent Bank. After receiving a cable advice from the Paying Bank, the Borrower shall cause the Agent Bank to credit immediately the amount in Thai Baht actually claimed by the Supplier(s) to the corresponding account(s) of the Supplier(s) as specified in the Claims for Payment.

4. Delegation of Authority

- (1) The Borrower hereby designates the Agent Bank as its agent for the purposes of taking any action or entering into any agreement required or permitted under this Transfer Procedure.
- (2) Any action taken or agreement entered into by the Agent Bank pursuant to the authority conferred on the Agent Bank shall be fully binding on the Borrower and shall have the same force and effect as if such action was taken or such agreement was entered into by the Borrower.
- (3) The authority conferred on the Agent Bank may be revoked or modified by agreement between the Borrower and JICA.

5. Arrangement

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

- (a) To open the non-resident Yen account of the Agent Bank on behalf of the Borrower with the Paying Bank.
 - (b) To let the Paying Bank make cable advice to the Agent Bank of the disbursement by JICA.
- (2) The Borrower shall make a necessary arrangement with the Agent Bank containing the following in accordance with the authorization conferred on the Agent Bank set forth in 4. above.

After receiving cable advice from the Paying Bank, the Agent Bank shall immediately credit the amount in Thai Baht actually claimed by the Supplier(s) to the corresponding account(s) of Supplier(s) pursuant to the Transfer Instruction issued by the Borrower.

6. JICA shall not be liable for any loss incurred by the Borrower and/or the Supplier(s) at the time of exchange owing to any difference between payment claims from the Supplier(s) to the Borrower and the actual payments to the Supplier(s).

Request for Disbursement

Date:
Loan Agreement No.:
App. Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY
JICA Thailand OFFICE
Attention: Chief Representative

Ladies and Gentlemen:

1. Pursuant to the Loan Agreement No. TXXXII-3, dated xxxx, 2010 for Mass Transit System Project in Bangkok (Purple Line) (II) between JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and MASS RAPID TRANSIT AUTHORITY OF THAILAND, the undersigned hereby requests for disbursement under the said Loan Agreement, of the sum of _____ (say _____) for the payment of expenditures as described in the Summary Sheet(s) attached hereto.
2. The undersigned has not previously requested for disbursement of any amount from the Loan for the purpose of meeting the expenditures described in the Summary Sheet(s). The undersigned has not obtained nor will obtain funds for such purpose out of the proceeds of any other loan, credit or grant available to the undersigned.
3. The undersigned certifies that:
 - a) the expenditures described in the Summary Sheet(s) are made for the purposes specified in the Loan Agreement;
 - b) the goods and services purchased with these expenditures have been procured in accordance with the applicable procurement procedures agreed with JICA pursuant to the said Loan Agreement and the cost and terms of purchase thereof are reasonable;
 - c) the said goods and services were or will be supplied by the Supplier(s) specified in the attached Summary Sheet(s) and were or will be produced in (or, in the case of services, supplied from) the Eligible Country(ies) for JICA's loan.
4. Please disburse the amount herein requested by paying into the non-resident Yen account of Borrower's Agent Bank with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo, Japan.
5. This request consists of ___page(s) and _____ signed and numbered Summary Sheet(s).

Very truly yours,

For:

(Name of the Borrower)

By :

(Authorized Signature)

Date:
Serial No.:Summary Sheet of Payment

1	2	3	4	5	6	7	8	
JICA Concurrence No. ##-##/C-	Description of goods and/or services	Name and Address of the Supplier	Category	Contract Amount	Amount to be Paid in Currency of Contract	Amount to be Paid in JICA Financing (=claimed amount this time)	Accumulated Amount Amount to be Paid in JICA Financing Already Paid	Remarks
				JICA Concurred Amount				

Notes : 1. The amount applied for JICA financing is calculated as follows :

(If any disbursement ratio is used for this calculation, please indicate it specifically.)

2. Amount applied for JICA financing = XXX Japanese Yen (Exchange Rate: XXX Thai Baht per Japanese Yen)
3. Amount applied for JICA financing is equivalent to the claimed amount indicated in the attached copy of the Claims for Payment (Form CFP)
4. Exchange Rate shall be rounded off to four (4) decimal places. Disregard Japanese Yen below decimal point.
5. Column 8 is to indicate whether the payment is an advance payment, or a down payment, or installment (if so, the number of installment and corresponding month/period) or the final payment in full settlement.

For (the Name of the Borrower)

By : _____
(Authorized Signature)

Transfer Instruction Type B

Date:

Loan Agreement No.:

App. Serial No.:

To: Borrower's Agent Bank Name

Upon receipt of cable advice from the Paying Bank, Borrower's Agent Bank Name shall immediately credit the amount in Thai Baht actually claimed by the Supplier to the corresponding account of the Supplier.

For:

(Name and Address of the Borrower)

By:

(Authorized Signature)

encl. Request for Disbursement
Claims for Payment

Claims for Payment

Date :

Loan Agreement No.:

App. Serial No. :

To: Mass Rapid Transit Authority of Thailand
175 Rama 9 Road, Huai Khwang, Bangkok
The Kingdom of Thailand

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. Notice regarding Contract No. and date (if any):
4. Description of goods and/or services accomplished:
5. Claimed amount for JICA financing:
6. Accumulated amount already paid:
7. Total amount (5. + 6.):

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

Account number:

Account holder's name:

Name of the bank of the Supplier:

Address or branch name of the bank of the Supplier:

Cable Address:

For:

(Name of the Supplier)

By:

(Authorized Signature)

No. 0905/

Ministry of Finance
Rama VI Road
Bangkok 10400, Thailand

B.E. 2553 (2010)

JAPAN INTERNATIONAL
COOPERATION AGENCY
Tokyo, Japan

Attention : President

Gentlemen :

GUARANTEE FOR THE LOAN

In consideration of the Loan of Sixteen Billion Six Hundred Thirty Nine Million Japanese Yen (¥ 16,639,000,000) to be extended to MASS RAPID TRANSIT AUTHORITY OF THAILAND (hereinafter referred to as "the Borrower") by JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") under the Loan Agreement No. TXXXII – 3, dated B.E. 2553 (2010), between the Borrower and JICA (hereinafter referred to as "the Loan Agreement"), I, the undersigned, acting for and on behalf of the Kingdom of Thailand (hereinafter referred to as "the Guarantor"), hereby affirm :

1. That the Guarantor has accepted all the provisions of the Loan Agreement and agrees to guarantee jointly and severally with the Borrower any and all liabilities arising from or in connection with the obligations of the Borrower under the Loan Agreement.
2. That the Guarantor, furthermore, agrees that :
 - (1) The Guarantor guarantees the due and punctual payment of the principal of and the interest and any other charges on the Loan as provided for in the Loan Agreement;

/(2)...

- (2) The Guarantor shall not be exempted from any of its liabilities under this Guarantee by reason of any extension of maturity, forbearance or concession given to the Borrower, any exercise of right or remedy against the Borrower, or any modification or amplification of the provisions of the Loan Agreement (provided that if the principal of the Loan is thereby increased, the Guarantor shall be exempted from its liabilities to the extent of such increase);
 - (3) So long as any part of the Loan under the Loan Agreement shall be outstanding and unpaid, the Guarantor shall :
 - (i) Not take any action which would prevent or interfere with the performance by the Borrower or any other beneficiaries of the Loan, if any, of obligations under the Loan Agreement, and
 - (ii) Not, without prior consent of JICA in writing, take any action for the dissolution or disestablishment of the Borrower or any other beneficiaries of the Loan, if any, or for the suspension of their activities.
3. That the Guarantor waives notice of acceptance of this Guarantee, notice of any liability to which it may apply, notice concerning principal and interest, and notice of dishonor or non - payment of any such liabilities.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and affixed my official seal, this day of 2553 (2010).

Very truly yours,

Minister of Finance
Ministry of Finance
The Kingdom of Thailand