

(สำเนา)

เลขที่รับ ๑๒๖๐๖/๒๕๕๒ วันที่ ๒ ก.ย. ๒๕๕๒

สำนักงานเลขาธิการสภาผู้แทนราษฎร

ที่ นร ๐๕๐๓/๑๕๔๕๖

สำนักนายกรัฐมนตรี

ทำเนียบรัฐบาล กทม. ๑๐๓๐๐

๓๑ สิงหาคม ๒๕๕๒

เรื่อง ร่างหนังสือแลกเปลี่ยนว่าด้วยความร่วมมือระหว่างรัฐบาลไทยกับรัฐบาลญี่ปุ่นสำหรับโครงการปรับปรุง
กิจการประปาแผนหลัก ครั้งที่ ๘ และร่างสัญญาเงินกู้และร่างสัญญาค้ำประกันเงินกู้สำหรับโครงการ
ปรับปรุงกิจการประปาแผนหลัก ครั้งที่ ๘

กราบเรียน ประธานรัฐสภา

สิ่งที่ส่งมาด้วย ร่างหนังสือแลกเปลี่ยนฯ ร่างสัญญาเงินกู้และร่างสัญญาค้ำประกันฯ และเอกสารที่เกี่ยวข้อง

ด้วยคณะรัฐมนตรีได้ประชุมปรึกษาลงมติเห็นชอบให้เสนอร่างหนังสือแลกเปลี่ยนว่าด้วยความร่วมมือระหว่างรัฐบาลไทยกับรัฐบาลญี่ปุ่นสำหรับโครงการปรับปรุงกิจการประปาแผนหลัก ครั้งที่ ๘
ร่างสัญญาเงินกู้และร่างสัญญาค้ำประกันเงินกู้สำหรับโครงการปรับปรุงกิจการประปาแผนหลัก ครั้งที่ ๘
และเอกสารที่เกี่ยวข้อง เพื่อขอความเห็นชอบจากรัฐสภา ดังที่ได้ส่งมาพร้อมนี้

จึงขอเสนอร่างหนังสือแลกเปลี่ยนฯ ร่างสัญญาเงินกู้และร่างสัญญาค้ำประกันฯ และเอกสาร
ที่เกี่ยวข้อง มาเพื่อขอได้โปรดนำเสนอรัฐสภาพิจารณาให้ความเห็นชอบตามมาตรา ๑๙๐ ของรัฐธรรมนูญ
แห่งราชอาณาจักรไทยต่อไป

ขอแสดงความนับถืออย่างยิ่ง

(ลงชื่อ) อภิสิทธิ์ เวชชาชีวะ

(นายอภิสิทธิ์ เวชชาชีวะ)

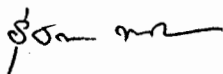
นายกรัฐมนตรี

สำนักเลขาธิการคณะรัฐมนตรี

โทร. ๐ ๒๒๘๐ ๙๐๐๐ ต่อ ๓๐๖ - ๗

โทรสาร ๐ ๒๒๘๐ ๙๐๕๘

สำเนาถูกต้อง

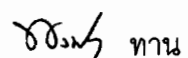


(นางสาวรุ่งนภา ชันติโชติ)

ผู้อำนวยการกลุ่มงานระเบียบวาระ

สำนักการประชุม

วันนา พิมพ์



ทวน
ตรวจ

**สาระสำคัญของร่างหนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงินระหว่าง
รัฐบาลไทยกับรัฐบาลญี่ปุ่น ร่างสัญญาเงินกู้ และร่างสัญญาค้ำประกันเงินกู้**

1. **ร่างหนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงินระหว่างรัฐบาลไทยกับรัฐบาลญี่ปุ่น**

- (1) รัฐบาลญี่ปุ่นตกลงที่จะให้การประปานครหลวงกู้เงินโดยผ่าน JICA จำนวน 4,462 ล้านบาท สำหรับโครงการปรับปรุงกิจการประปาแผนหลัก ครั้งที่ 8 ของการประปานครหลวง
- (2) การใช้เงินกู้ภายใต้หนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงิน สำหรับโครงการปรับปรุงกิจการประปาแผนหลัก ครั้งที่ 8 ของการประปานครหลวงจะต้องมีกระทรวงการคลัง ในนามรัฐบาลไทยเป็นผู้ค้ำประกันเงินกู้
- (3) การชำระคืนเงินต้นและดอกเบี้ยภายใต้เงินกู้ดังกล่าวจะได้รับยกเว้นในเรื่องภาษีอากรตามกฎหมายไทย และรัฐบาลไทยจะอนุญาตให้บุคคลสัญชาติญี่ปุ่นที่จำเป็นต้องเข้ามาในประเทศไทยเพื่อปฏิบัติงานตามงานโครงการเงินกู้ รวมทั้งพำนักอยู่ในประเทศไทยได้ตามกฎหมายเท่าที่จำเป็น
- (4) สำหรับการขนส่งทางเรือและการประกันภัยทางทะเลของสินค้าที่จัดซื้อด้วยเงินกู้สำหรับโครงการดังกล่าว รัฐบาลไทยจะงดเว้นการกำหนดข้อบังคับใดๆ ที่อาจเป็นอุปสรรคต่อการแข่งขันโดยเสรีและเป็นธรรมระหว่างบริษัทเดินเรือและบริษัทประกันภัยของประเทศทั้งสอง
- (5) รัฐบาลไทยจะต้องใช้เงินกู้ที่เหมาะสมสำหรับโครงการ ดูแลความปลอดภัยของบุคคลที่เกี่ยวข้องกับการก่อสร้างและการดำเนินโครงการ และดูแลให้สิ่งก่อสร้างที่ใช้เงินกู้รัฐบาลญี่ปุ่นได้รับการใช้และบำรุงรักษาอย่างเหมาะสม

2. **ร่างสัญญาเงินกู้**

- (1) อัตราดอกเบี้ยเงินกู้ร้อยละ 0.8 ต่อปี และอัตราดอกเบี้ยสำหรับส่วนของการจ้างที่ปรึกษาอัตราร้อยละ 0.01 ต่อปี
- (2) ระยะเวลาชำระคืนเงินกู้ 15 ปี รวมระยะปลอดหนี้ 5 ปี
- (3) ค่าธรรมเนียมผูกพันเงินกู้ร้อยละ 0.1 ต่อปีของวงเงินกู้ที่ยังไม่ได้เบิกจ่าย
- (4) ขั้นตอนการเบิกจ่ายเงินกู้ เงื่อนไขการซื้อสินค้าและบริการให้ดำเนินการตามแนวปฏิบัติเกี่ยวกับการจัดซื้อจัดจ้างของ JICA โดยจัดซื้อได้จากทุกประเทศ
- (5) การเบิกจ่ายเงินกู้ภายใน 7 ปี
- (6) ผู้กู้จะต้องให้สำนักงานการตรวจเงินแผ่นดินเข้าตรวจสอบข้อมูลการจัดซื้อจัดจ้างเพื่อให้การดำเนินงานมีความเป็นธรรมและโปร่งใส และเมื่อ JICA ร้องขอ ผู้กู้จะต้องจัดส่งรายงานของสำนักงานการตรวจเงินแผ่นดินให้กับ JICA
- (7) การชำระคืนดอกเบี้ยก่อนการเบิกจ่ายเสร็จสิ้นจะชำระในเดือนมีนาคมและกันยายนของทุกปี และภายหลังการเบิกจ่ายเสร็จสิ้นจะชำระคืนต้นเงินกู้และดอกเบี้ยในเดือนกุมภาพันธ์และสิงหาคมของทุกปี

3. **ร่างสัญญาค้ำประกันเงินกู้**

กระทรวงการคลังในนามรัฐบาลไทยเป็นผู้ค้ำประกันเงินกู้โครงการปรับปรุงกิจการประปาแผนหลัก ครั้งที่ 8 ของการประปานครหลวง

หมายเหตุ: หนังสือแลกเปลี่ยนว่าด้วยความร่วมมือทางการเงินระหว่างรัฐบาลไทยกับรัฐบาลญี่ปุ่น สัญญาเงินกู้และสัญญาค้ำประกันเงินกู้สำหรับโครงการดังกล่าวจำเป็นที่จะต้องมีการลงนามภายในเดือนกันยายน 2552 เนื่องจากเป็นโครงการที่บรรจุอยู่ในแผนการบริหารหนี้สาธารณะประจำปีงบประมาณ 2552

โครงการปรับปรุงกิจการประปาแผนหลักครั้งที่ 8

วงเงินลงทุนโครงการ : 7,494.0 ล้านบาท

แหล่งเงินทุน : เงินรายได้ เงินกู้ต่างประเทศ และเงินกู้ในประเทศ

ระยะเวลาดำเนินการตามแผน : ใช้ระยะเวลาดำเนินงาน 6 ปี เริ่มตั้งแต่ปี พ.ศ.2551 ถึงปี พ.ศ.2557

วัตถุประสงค์และเป้าหมาย :

1. ขยายกำลังการผลิตน้ำประปาให้เพียงพอต่อปริมาณความต้องการใช้น้ำที่เพิ่มขึ้นตามแผนการตลาดเชิงรุกจนถึงปี พ.ศ. 2560
2. ให้สถานีสูบน้ำต่างๆในพื้นที่ฝั่งตะวันตกของแม่น้ำเจ้าพระยาสามารถรับน้ำจากโรงงานผลิตน้ำมหาสวัสดิ์ได้พอเพียงโดยไม่ต้องรับน้ำจากโรงงานผลิตน้ำบางเขนที่ตั้งอยู่ทางฝั่งตะวันออก
3. ปรับปรุงประสิทธิภาพการสูบน้ำ และก่อสร้างวางท่อประปาเพื่อให้การบริการประชาชนอย่างทั่วถึง โดยมีเป้าหมายขยายพื้นที่บริการน้ำประปาออกไปอีกประมาณ 200 ตารางกิโลเมตร

ขอบเขตการดำเนินงาน :

1.	ก่อสร้างขยายกำลังผลิตน้ำที่โรงงานผลิตน้ำมหาสวัสดิ์ 400,000 ลูกบาศก์เมตรต่อวัน พร้อมงานที่เกี่ยวข้อง	880.0	ล้านบาท
2.	ก่อสร้างขยายกำลังผลิตน้ำที่โรงงานผลิตน้ำบางเขน 400,000 ลูกบาศก์เมตรต่อวัน ติดตั้งอุปกรณ์กำจัดพร้อมงานที่เกี่ยวข้อง	770.0	ล้านบาท
3.	งานก่อสร้างสถานีไฟฟ้าย่อยที่โรงงานผลิตน้ำบางเขน	120.0	ล้านบาท
4.	ก่อสร้างถังเก็บน้ำใสขนาด 40,000 ลูกบาศก์เมตร ที่สถานีสูบน้ำน้าราชบุรีบูรณะและเพชรเกษม	350.0	ล้านบาท
4.	งานจัดซื้อและติดตั้งเครื่องสูบน้ำพร้อมงานที่เกี่ยวข้องที่	535.0	ล้านบาท
4.1	เครื่องสูบน้ำดิบและสูบส่งน้ำที่มหาสวัสดิ์ และบางเขน	345.0	ล้านบาท
4.2	เครื่องสูบน้ำดิบที่สำแล และบางเขน	135.0	ล้านบาท
4.3	เครื่องสูบน้ำที่สถานีสูบน้ำบางพลี	55.0	ล้านบาท
5.	งานวางท่อประปาขนาดต่างๆ	4,379.0	ล้านบาท
6.	งานจ้างวิศวกรที่ปรึกษา	160.0	ล้านบาท
7.	งานบริหารและควบคุมโครงการ	300.0	ล้านบาท
	รวม	7,494.0	ล้านบาท

ผลที่คาดว่าจะได้รับ :

เมื่องานก่อสร้างตามโครงการปรับปรุงกิจการประปาแผนหลักครั้งที่ 8 แล้วเสร็จจะเพิ่มศักยภาพด้านการบริการ ดังนี้

1. สามารถขยายพื้นที่บริการน้ำประปาตามยุทธศาสตร์ด้านการตลาดและการบริการเพิ่มขึ้นอีกประมาณ 200 ตารางกิโลเมตร
2. สามารถเพิ่มประสิทธิภาพการสูบน้ำในพื้นที่จ่ายน้ำเดิมและขยายการบริการพื้นที่จ่ายน้ำใหม่ คิดเทียบเท่ากับจำนวนประชากรประมาณ 1,600,000 คน ได้มีน้ำสะอาดใช้สำหรับอุปโภคบริโภคและมีคุณภาพชีวิตที่ดีขึ้น ทำให้รัฐบาลสามารถลดค่าใช้จ่ายด้านสาธารณสุขลงได้อีกส่วนหนึ่ง รวมทั้งประชาชนยังสามารถลดค่าใช้จ่ายในการซื้อน้ำราคาแพง
3. สามารถให้บริการน้ำประปาในพื้นที่รับผิดชอบของการประปานครหลวงได้อย่างพอเพียง
4. สามารถจ่ายน้ำประปาทดแทนการใช้น้ำบาดาลของภาคเอกชน โดยเฉพาะ โรงงานอุตสาหกรรมในพื้นที่จังหวัดสมุทรปราการ
5. สามารถเพิ่มเสถียรภาพในระบบสูบน้ำ ให้สามารถสูบน้ำด้วยแรงดันน้ำตามสภาพความต้องการใช้น้ำได้ตลอดเวลา
6. สามารถดำเนินการประสานงานเพื่อสนับสนุนสาธารณูปโภคอื่น ในแผนงานหรือย้ายระบบท่อประปาที่เกิดขวางการก่อสร้าง หรืองานวางท่อเร่งด่วนที่ต้องร่วมดำเนินการพร้อมการก่อสร้างสาธารณูปโภคอื่นได้อย่างคล่องตัว อันเป็นการสร้างภาพลักษณ์ที่ดีแก่หน่วยงานต่างๆที่ดำเนินการร่วมกัน

(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 four billion four hundred and sixty-two million yen (¥4,462,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and regulations of Japan, to Metropolitan Waterworks Authority (hereinafter referred to as "the Borrower") by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of implementing the Eighth Bangkok Water Supply Improvement Project (hereinafter referred to as "the Project").

2. (1) The Loan will be made available by a loan agreement to be concluded between the Borrower and JICA. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreement, within the scope of the present understanding, which will contain, inter alia, the following principles:

(a) The repayment period will be ten (10) years after the grace period of five (5) years;

(b) The rate of interest will be nought point eight per cent (0.8%) per annum;

(c) Notwithstanding sub-paragraph (b) above, where a part of the Loan is made available to cover payments to consultants of the Project, then the rate of interest of the said part will be nought point nought one per cent (0.01%) per annum; and

(d) The disbursement period will be seven (7) years after the date of coming into force of the said loan agreement.

(2) The loan agreement mentioned in sub-paragraph (1) above will be concluded after JICA is satisfied of the feasibility, including environmental consideration, of the Project.

(3) The disbursement period mentioned in sub-paragraph (1) (d) above may be extended with the consent of the authorities concerned of the two Governments.

3. The repayment of principal of the Loan extended to the Borrower, 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 agency 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 Project, 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 Project.

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 Project;

(b) ensure and maintain the safety of persons engaged in the implementation of the Project 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 Project; and

(b) any other information related to the Project.

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.

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 to Your Excellency the assurance of my highest consideration.

(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 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 _____, 2009, 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 _____, 2009.

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 _____, 2009, 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 project mentioned in paragraph 1. of the Exchange of Notes (hereinafter referred to as "the Project"), 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 agency and housing, not directly related to the implementation of the Project, 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 Project exceeding the amount of the Loan under the loan agreement 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 Project.

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 Project; 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-1

LOAN AGREEMENT

For

Eighth Bangkok Water Supply Improvement Project

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

METROPOLITAN WATERWORKS AUTHORITY

Dated September XX, 2009

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Loan Agreement No. TXXXII-1, dated XX, between JAPAN INTERNATIONAL COOPERATION AGENCY and METROPOLITAN WATERWORKS AUTHORITY

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE KINGDOM OF THAILAND dated XX 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 METROPOLITAN WATERWORKS AUTHORITY (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 FOUR BILLION FOUR HUNDRED SIXTY TWO MILLION Japanese Yen (¥4,462,000,000) as principal for the implementation of the Eighth Bangkok Water Supply Improvement Project described in Schedule 1 attached hereto (hereinafter referred to as the "Project") on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the "Loan"); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the said limit, 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 been 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 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 four-fifths percent (0.8%) 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 Categories (A) and (B) (provided for in Section 1. of Schedule 2 attached hereto);
 - (b) Any principal reallocated from Category (D) (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 (C) (provided for in Section 1. of Schedule 2 attached hereto);
 - (b) Any principal reallocated from Category (D) (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 September 20 of each year the interest that has accrued up to August 19 from February 20 of that year, and 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, (ii) after the Completion Date, on August 20 of each year the interest that has accrued up to August 19 from February 20 of that year, and 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.
- (4) Notwithstanding the above sub-section, when the Completion Date is not earlier than three (3) months from September 20 or March 20, the first interest payment after the Completion Date shall be made on September 20 or March 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), (C) and (D) 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 business day, an immediately succeeding business day shall be deemed the Completion Date.
- (2) The Borrower shall pay to JICA, (i) prior to the Completion Date, on September 20 of each year the Commitment Charge that has accrued up to August 19 from February 20 of that year, and on March 20 of each year the Commitment Charge that has accrued up to February 19 of that year from August 20 of the preceding year, and, (ii) after the Completion Date, on August 20 immediately after the Completion Date the Commitment Charge that has accrued up to the Completion Date from February 20 of that year or on February 20 immediately after the Completion Date the Commitment Charge that has

accrued up to the Completion Date from August 20 of the preceding year, whichever comes first.

- (3) Notwithstanding the above sub-section, the payment of the Commitment Charge shall commence on September 20, 2010 or the later date designated by JICA (hereinafter referred to as the "Designated Date"). The first payment of the Commitment Charge that has accrued up until one (1) month before the Designated Date shall be made altogether on the Designated Date without any interest thereon, and the Borrower shall make to JICA, either on March 20 or September 20 immediately after the Designated Date, whichever comes first, the second payment of the Commitment Charge that has accrued up to February 19 or August 19, as applicable, from one (1) month prior to the Designated Date, and thereafter, the payment shall be made in accordance with the above sub-section.
- (4) Notwithstanding sub-section (2) above, when the Completion Date is not earlier than three (3) months from September 20 or March 20, the first payment of the Commitment Charge after the Completion Date shall be made on either September 20 or March 20, whichever comes first.

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 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) Section 3.08. of the General Terms and Conditions shall be read as follows:

JICA may, when it deems it necessary, send the Borrower a notice concerning principal, interest and any other charges in Form No.1 attached hereto or any other forms that JICA deems appropriate.

However, for the notices concerning principal, interest and any other charges due before the Designated Date, Form No.1 shall be replaced by the Form JICA-NIP attached to the Loan Agreement.

(7) 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), (C), and (D) as set forth in Section 1. of Schedule 2 under the Loan Agreement have been disbursed, (ii) the Disbursement Period has been 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. However, for the Notice of Completion of Disbursement on or before February 28, 2010 or later dated designated by JICA, Form No.3 shall be replaced by the Form JICA-NCD attached to the Loan Agreement.

(8) 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), (C), and (D) 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.

(9) 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 allocated to Categories (A), (B) and (C) 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 Categories (A), (B) and (C) 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 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:

METROPOLITAN WATERWORKS AUTHORITY
400 Prachachuen Road, Laksi District,
Bangkok 10210, 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 XX as of the day and year first above written.

For

JAPAN INTERNATIONAL
COOPERATION AGENCY

For

METROPOLITAN WATERWORKS
AUTHORITY

Signer

Signer

(Form JICA-NIP)

Date :
Ref. No. :

(Name and address of the Borrower)

ATTN :

Ladies and Gentlemen:

NOTICE CONCERNING INTEREST AND PRINCIPAL

Due Date at Tokyo :

Principal Due : ¥ _____

Interest Due : ¥ _____

Total : ¥ _____

We would like to inform you that the above amount as specified in the attached sheet(s) will be due and payable on _____.

We would appreciate it if, after checking up the amount, you would credit the checked amount to the following account by 12 noon on the due date, Tokyo time.

Account No.: _____

Name of Beneficiary: _____

Beneficiary's Bank: _____

Very truly yours,

(Authorized Signature)

Encl :

CC:

(Form JICA-NCD)

Date :

Ref. No. :

(Name and address of the Borrower)

ATTN :

Ladies and Gentlemen:

NOTICE OF COMPLETION OF DISBURSEMENT

With reference to the Loan Agreement No. _____ dated _____, we hereby notify you that all disbursements under the said Loan Agreement have been completed. The details of disbursements under the Loan Agreement are as follows:

- 1. Loan Limit (A) : ¥ _____
- 2. Cumulative Total of Disbursement (B) : ¥ _____
- 3. Unused Balance (A - B) : ¥ _____
- 4. Date of the Final Disbursement :
- 5. Date of Completion of Disbursement :

We also wish to notify you that the said Loan Agreement shall be implemented henceforth as follows :

- 1. Amortization Schedule :
- 2. Due Dates of Interest Payments :
 - (1) Due Date of Next Payment :
 - (2) Due Date thereafter :

In confirmation of this Notice, please return to us immediately one copy, signed by a duly authorized person.

Very truly yours,

(Authorized Signature)

CC:

(Please do not detach.)

Date :

We hereby acknowledge receipt of this Notice and confirm that the Loan Agreement shall be implemented as stated above.

(Authorized Signature)
(Name of the Borrower)

Schedule 1

Description of Project

Section 1. Outline of the Project

(1) Objective:

The objective of the Project is to respond to increasing demand for water supply in Bangkok Metropolitan Area by extending the water production facilities, thereby contributing to improve living environment of inhabitants.

(2) Location:

Bangkok Metropolitan Area

(3) Executing Agency:

Metropolitan Waterworks Authority

(4) Scope of the Work:

- (a) Civil Works
- (b) Equipment
- (c) Consulting Services

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

Any balances remaining on the aforementioned items and all other 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 January 2014.

Schedule 2

Allocation of Proceeds of Loan

Section 1. Allocation	Amount of the Loan Allocated (in million Japanese Yen)	% of Expenditure to be Financed
(A) Civil Works	2,220	68%
(B) Equipment	1,683	100%
(C) Consulting Services	364	100%
(D) Contingencies	195	—
(E) Unavailable Balance	0	—
Total	4,462	

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), (B) and (C), 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), (B) and (C) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, will be allocated by JICA, at the request of the Borrower to such Category from other Categories except Category (E), 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), (C) and (D) 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 (E). The amount of Category (E) shall not be reallocated to other Categories.

Schedule 3

Amortization Schedule

1. Repayment of Principal (I)

Due Date	Amount (in Japanese Yen)
On August 20, 2014	¥ 195,160,000
On each August 20 and February 20 beginning February 20, 2015 through August 20, 2024	¥ 195,142,000

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

2. Repayment of Principal (II)

Due Date	Amount (in Japanese Yen)
On August 20, 2014	¥ 17,340,000
On each August 20 and February 20 beginning February 20, 2015 through August 20, 2024	¥ 17,333,000

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").
- (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 the Categories (A) and (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. For such contracts, the single stage: two-envelope bidding procedure, as provided for in Section 2.03(1) of the Procurement Guidelines, may 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 hereinafter 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 (C), 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 its evaluation of proposals received, 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.
- (7) Notwithstanding the provision of sub-section (6) 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-1, dated XX, for Eighth Bangkok Water Supply
Improvement Project

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

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

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

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-1, dated XX, for Eighth Bangkok Water
Supply Improvement Project

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

1. Number and Date of Contract: _____
2. Name and Nationality of the Supplier: _____
3. 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-1, dated XX, for Eighth Bangkok Water
Supply Improvement Project

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

1. Number and Date of Contract: _____
2. Name and Nationality of the Consultant: _____
3. 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 allocated to Categories (A), (B) and (C) 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 Categories (A), (B) and (C) 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 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.

No. 0905/

Ministry of Finance
Rama VI Road
Bangkok 10400, Thailand

September B.E. 2552 (2009)

JAPAN INTERNATIONAL
COOPERATION AGENCY
Tokyo, Japan

Attention : Governor

Gentlemen :

GUARANTEE FOR THE LOAN

In consideration of the Loan of Four Billion Four Hundred Sixty Two Million Japanese Yen (¥ 4,462,000,000) to be extended to METROPOLITAN WATERWORKS 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 – 1, dated September B.E. 2552 (2009), 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 September B.E. 2552 (2009).

Very truly yours,

Minister of Finance
Ministry of Finance
The Kingdom of Thailand