

(สำเนา)

เลขรับ ๑๓๗๘๘/๒๕๕๒ วันที่ ๑๗ ก.ย. ๒๕๕๒

สำนักงานเลขาธิการสภาผู้แทนราษฎร

ด่วนที่สุด

ที่ นร ๐๕๐๓/๑๖๒๗๘

สำนักนายกรัฐมนตรี

ทำเนียบรัฐบาล กทม. ๑๐๓๐๐

๑๑ กันยายน ๒๕๕๒

เรื่อง ร่างสัญญากู้เงินกับธนาคารโลก สำหรับโครงการก่อสร้างทางสายหลัก เป็น ๔ ช่องจราจร (ระยะที่ ๒)

กราบเรียน ประธานรัฐสภา

สิ่งที่ส่งมาด้วย ร่างสัญญากู้เงินฯ ในเรื่องนี้

ด้วยคณะรัฐมนตรีได้ประชุมปรึกษาลงมติเห็นชอบให้เสนอร่างสัญญากู้เงินกับธนาคารโลก สำหรับโครงการก่อสร้างทางสายหลัก เป็น ๔ ช่องจราจร (ระยะที่ ๒) เพื่อขอความเห็นชอบจากรัฐสภา ดังที่ได้ส่งมาพร้อมนี้

จึงขอเสนอร่างสัญญากู้เงินฯ ดังกล่าว มาเพื่อขอได้โปรดนำเสนอรัฐสภาพิจารณาให้ความเห็นชอบตามมาตรา ๑๙๐ ของรัฐธรรมนูญแห่งราชอาณาจักรไทยต่อไป

ขอแสดงความนับถืออย่างยิ่ง

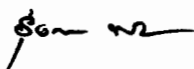
(ลงชื่อ) อภิลิทธิ เวชชาชีวะ
(นายอภิลิทธิ เวชชาชีวะ)
นายกรัฐมนตรี

สำนักเลขาธิการคณะรัฐมนตรี

โทร. ๐ ๒๒๘๐ ๙๐๐๐ ต่อ ๓๐๖

โทรสาร ๐ ๒๒๘๐ ๙๐๕๘

สำเนาถูกต้อง



(นางสาวรุ่งนภา ชันธิชิตติ)

ผู้อำนวยการกลุ่มงานระเบียบวาระ

สำนักการประชุม

ณัฐรา พิมพ์



ทาน



ตรวจ

สาระสำคัญของรายงานผลการเจรจาเงินกู้กับธนาคารโลก
สำหรับโครงการก่อสร้างทางสายหลักเป็น 4 ช่องจราจร (ระยะที่ 2)

1. โครงการก่อสร้างทางสายหลักเป็น 4 ช่องจราจร (ระยะที่ 2)

คณะรัฐมนตรีได้มีมติเมื่อวันที่ 10 มกราคม 2538 เห็นชอบในหลักการของแผนการก่อสร้างทางสายหลักเป็น 4 ช่องจราจร (ระยะที่ 2) ระยะทางประมาณ 4,366 กิโลเมตร ค่าก่อสร้างประมาณ 103,300 ล้านบาท กำหนดระยะเวลาดำเนินการ 11 ปี กรมทางหลวงได้ดำเนินการตามมติคณะรัฐมนตรีโดยได้ว่าจ้างที่ปรึกษาทำการศึกษาความเหมาะสมและจัดทำแผนการก่อสร้างทำให้มีสายทางเพิ่มรวมเป็นระยะทางของโครงการก่อสร้างทางหลวงสายหลักให้เป็น 4 ช่องจราจร (ระยะที่ 2) ทั้งสิ้นประมาณ 5,363 กิโลเมตร ในการดำเนินโครงการก่อสร้างทางหลวงสายหลักเป็น 4 ช่องจราจร (ระยะที่ 2) กรมทางหลวงได้ดำเนินการมาอย่างต่อเนื่องตามลำดับ โดยใช้ทั้งเงินงบประมาณและเงินกู้ต่างประเทศ แต่อย่างไรก็ดี ปัจจุบันยังมีสายทางอีกจำนวนมากยังไม่ได้รับงบประมาณในการดำเนินการก่อสร้าง กรมทางหลวงจึงได้เสนอโครงการก่อสร้างทางหลวงสายหลักเป็น 4 ช่องจราจร (ระยะที่ 2) เพื่อเสนอขอใช้เงินกู้จากต่างประเทศสมทบกับเงินงบประมาณแผ่นดินในการดำเนินโครงการ วงเงิน 11,240 ล้านบาท ซึ่งสามารถสรุปวงเงินค่าใช้จ่ายตามแหล่งเงินได้ ดังนี้

1.1 เงินกู้จากธนาคารโลก วงเงิน 79.30 ล้านดอลลาร์สหรัฐ หรือเทียบเท่า 2,616.90 ล้านบาท อยู่ภายใต้วงเงินที่ได้รับการจัดสรร 5,620 ล้านบาท

1.2 เงินงบประมาณแผ่นดิน วงเงิน 5,620 ล้านบาท

2. ร่างสัญญาเงินกู้

2.1 วงเงินกู้จำนวน 79.30 ล้านดอลลาร์สหรัฐ ได้รับการจัดสรรให้กับโครงการปรับปรุงและพัฒนาทางหลวง โดยเงินกู้จำนวนดังกล่าวมีวัตถุประสงค์เพื่อนำไปเป็นค่าใช้จ่ายในการดำเนินงานโครงการก่อสร้างทางสายหลักเป็น 4 ช่องจราจร (ระยะที่ 2) ซึ่งประกอบด้วยแผนงานก่อสร้างต่าง ๆ ดังนี้

2.1.1 แผนงานก่อสร้างทางหลวงหมายเลข 201 เส้นทางสีคิ้ว-ชัยภูมิ ตอน สีคิ้ว-บ.หนองบัวโคก ระยะทาง 60 กิโลเมตร

2.1.2 แผนงานก่อสร้างทางหลวงหมายเลข 24 เส้นทางสีคิ้ว-อุบลราชธานี ตอน อ.นางรอง-อ.ปราสาท ระยะทาง 65 กิโลเมตร

2.1.3 แผนงานก่อสร้างทางหลวงหมายเลข 331 เส้นทางสีคิ้ว-พนมสารคาม ตอน แยกทางหลวงหมายเลข 36-บรรจบทางหลวงหมายเลข 3 (สัดหีบ) ระยะทาง 28 กิโลเมตร

2.1.4 แผนงานก่อสร้างทางหลวงหมายเลข 4 เส้นทางพังงา-กระบี่ ตอน 3 ระยะทาง 27 กิโลเมตร

2.1.5 แผนงานก่อสร้างทางหลวงหมายเลข 408 เส้นทางนครศรีธรรมราช-สงขลา ตอน อ.ระโนด-อ.สทิงพระ ระยะทาง 36 กิโลเมตร

2.2 เงื่อนไขเงินกู้

2.2.1 เป็นเงินกู้สกุลเหรียญสหรัฐในวงเงิน 79.30 ล้านดอลลาร์สหรัฐ

2.2.2 ระยะเวลากู้เงิน 15 ปี (รวมระยะปลอดหนี้ 5 ปี)

2.2.3 วงดการชำระดอกเบี้ย ซึ่งต้องชำระดอกเบี้ยปีละ 2 ครั้ง

2.2.4 การชำระคืนเงินกู้ แบ่งเป็น 2 งวด ทุก 6 เดือน โดยกำหนดชำระ
ปีละ 2 ครั้ง

2.2.5 ค่าธรรมเนียมผูกพันเงินกู้ อัตราร้อยละ 0.75 ต่อปี ของยอดเงินกู้คงค้าง
ที่ยังไม่ได้เบิกจ่ายในแต่ละปีโดยธนาคารฯ จะเริ่มคิดค่าธรรมเนียมผูกพันเงินกู้ 60 วัน หลังวันลงนาม
ในสัญญากู้เงิน หลังจากนั้นคิดยอดเต็มเงินกู้ที่ยังไม่ได้เบิกจ่ายทั้งหมด

2.2.6 Front-end Fee อัตราร้อยละ 0.25 ของวงเงินกู้

2.2.7 อัตราดอกเบี้ยกำหนดให้ใช้อัตราดอกเบี้ยลอยตัวของเงินกู้สกุลเงินเหรียญ
สหรัฐ โดยใช้อัตราเงินกู้ระหว่างธนาคารในลอนดอนระยะเวลา 6 เดือน (LIBOR) เป็นฐานการ
คำนวณบวกส่วนต่างซึ่งธนาคารโลกจะปรับอัตราดอกเบี้ยทุก 6 เดือน LIBOR + (-0.05)
(ปัจจุบันอัตราดอกเบี้ยลอยตัวสกุลเงินเหรียญสหรัฐ ระยะเงินกู้เฉลี่ย 15 ปีอยู่ที่ร้อยละ 0.91)

ในการดำเนินการกู้เงินในครั้งนี้ คณะรัฐมนตรีได้มีมติเมื่อวันที่ 8 กันยายน
2552 อนุมัติให้กระทรวงการคลังกู้เงินตามนัยที่กล่าว

Legal Department
CONFIDENTIAL DRAFT
(Subject to Change)
R. Levesque
July 30, 2009

LOAN NUMBER _____

Loan Agreement

(Additional Financing for the Highways Management Project)


between

KINGDOM OF THAILAND

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated _____, 2009


R. Levesque

LOAN AGREEMENT

Agreement dated _____, 2009, between KINGDOM OF THAILAND ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank").

This Agreement: (i) sets out the terms and conditions related to the Additional Financing for the Highways Management Project to provide additional financing to the existing Highways Management Project to support the Borrower's Four-Lane Highway Widening project (Phase II); and (ii) incorporates by reference the relevant provisions of the Loan Agreement between the Borrower and the International Bank for Reconstruction and Development, dated December 16, 2003, for the Project (Loan No. 4721), as amended through the date of this Agreement (herein referred to as the "Original Loan Agreement").

The Borrower and the Bank hereby agree as follows:

ARTICLE I — IBRD GENERAL CONDITIONS; DEFINITIONS

- 1.01. The International Bank for Reconstruction and Development General Conditions for Loans, dated July 1, 2005 (as amended through February 12, 2008) ("IBRD General Conditions") constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the IBRD General Conditions, or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of seventy nine million threehundred thousand Dollars (\$79,300,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Variable Spread; provided, that




upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (d) of the General Conditions.

- 2.05. The Payment Dates are June 15 and December 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the New Activities in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the New Activities are carried out in accordance with the provisions of Schedule 2 to this Agreement.



ARTICLE IV — EFFECTIVENESS

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is Permanent Secretary of the Ministry of Finance.

- 5.02. The Borrower's Address is:

Ministry of Finance
Rama 6 Road, Phayathai
Bangkok 10400
Thailand

Facsimile:
66-2-618-4705 or 66-2-273-9058

- 5.03. The Bank's Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

INTBAFRAD
Washington, D.C.

Telex:

248423(MCI) or
64145(MCI)

Facsimile:

1-202-477-6391

AGREED at _____, as of the day and year first above written.

KINGDOM OF THAILAND

By

Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

BC

LD

SCHEDULE 1

Project Description

The objective of the Project is to assist the Borrower in enhancing the efficiency, productive use and management of the Borrower's road network through: (a) the commercialization of the road sector by introducing better business principles and increasing private sector participation in the construction and maintenance of roads; (b) the strengthening of the institutional capacity and modernization of DOH; (c) sustainable road maintenance programs to preserve road assets; and (d) the enhancement of road safety aimed to reduce traffic fatalities and injuries.

The Project consists of the Original Project and of the following new activities:

1. New activities under Part B of the Project:
 4. Widening the following sections of the Borrower's highway network totaling about two hundred sixteen (216) kilometers, from two to four lanes:
 - (a) Route 201 (Sikhiu – Ban Nongbuakhok) of about sixty (60) kilometers;
 - (b) Route 24 (Nang Rong – Prasat) of about sixty-five (65) kilometers;
 - (c) Route 331 (Junction Route No. 36 – Route No. 3) of about twenty-eight (28) kilometers;
 - (d) Route 4 (Section 3 of Phangnga – Krabi) of about twenty-seven (27) kilometers; and
 - (e) Route 408 (Ranot – Sathing Phra) of about thirty-six (36) kilometers.
 5. Carrying out the supervision of the widening and overpass civil works under Part B.4 of the Project.

2. New activities under Part D of the Project:

BC
h. l.

3. Institutional strengthening of DOH through:
 - (a) the provision of advisory services to the DOH on the public-partnership for the proposed Bang Pa-in to Nakhon Ratchasima Motorway; and
 - (b) the strengthening of the capacity of the DOH in procurement.
4. Provision of external auditing services for the purpose of carrying out the financial audits referred to in Section II B 3 of Schedule 2 to this Agreement and technical audits required under the Project.

FC
J. A.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

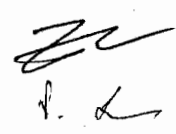
A. Implementation Arrangements

1. The Borrower shall:

- (a) implement the Project in accordance with the financial management manual approved under the Original Loan Agreement; and
- (b) within three (3) months after effectiveness of this Agreement, hire an independent procurement evaluator.

2. The Borrower shall:

- (a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the performance indicators mentioned in Schedule 4 to this Loan Agreement and the achievement of the objectives thereof;
- (b) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank, on or about June 3, 2011, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Article, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and
- (c) review with the Bank, by September 15, 2011, or such later date as the Bank shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Bank's views on the matter.



B. Anti-Corruption

The Borrower shall ensure that the New Activities are carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Safeguards.

1. The Borrower shall, for the New Activities:

(a) ensure that all civil works to be financed through the Project are technically and economically viable, and have been designed and appraised, with due regard for public health, safety, social and environmental standards acceptable to the Bank, and pursuant to the provisions of the Environmental Management Plan and the Resettlement Mitigation Plan; and

(b) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Bank, the implementation of said the Environmental Management Plan and the Resettlement Mitigation Plan, and the achievement of their objectives.

Section II. Project Monitoring Reporting and Evaluation

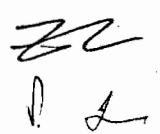
A. Project Reports

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators set forth in Schedule 4 to this Loan Agreement. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Bank not later than forty five days after the end of the period covered by such report.

2. For purposes of Section 5.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.



2. The Borrower shall prepare and furnish to the Bank as part of the Project Report, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.
3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

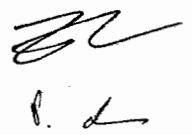
1. **Works.** All works required for the for the New Activities and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the for the New Activities and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Works

1. **International Competitive Bidding.** Works shall be procured under contracts awarded on the basis of International Competitive Bidding.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following table specifies the methods of procurement, other than Quality and Cost-based



Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Quality-Based Selection
(b) Least-Cost Selection
(c) Selection Based on Consultant Qualifications
(d) Single Source Selection
(e) Individual Consultants

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Works for the Project	77,851,750	50%
(2) Consultants' services for the Project	1,250,000	50%

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PK

(3) Front-end Fee	198,250	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
TOTAL AMOUNT	79,300,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made

for payments made prior to the date of this Agreement.

2. The Closing Date is June 30, 2013.

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SCHEDULE 3

Amortization Schedule


1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each December 15 and June 15, 2014 through June 15, 2024	5%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
 - (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.


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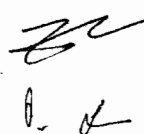
3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.


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SCHEDULE 4

Performance Indicators

Key Performance Indicators for the New Activities	Data Collection Strategy
Outcome/Impact Indicator:	Project reports:
Road user costs reduced by at least ten percent (10%) on target roads	Annual integrated project management and performance reports and Implementation Completion Report
Output Indicators:	Project reports:
1. Public Private partnership financing for the proposed Bang Pa-in to Nakhon Ratchasima Motorway has reached the bidding stage 2. About two hundred sixteen (216) kilometers of priority national highways widened to four lanes as per specifications	Quarterly integrated project management and performance reports



APPENDIX

Section I. Definitions Applicable to this Agreement

1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006.
2. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004 and revised in October 2006.
4. "Environmental Management Plan" means the Environmental Management Plan adopted by the Borrower on 14 July, 2009, and referred to in Section I C.1 (a) of Schedule 2 to this Agreement which sets out the environmental protection measures in respect of the Project, as well as administrative and monitoring arrangements to ensure the implementation of said plan, as said plan may be amended from time to time by prior agreement between the Borrower and the Bank.
5. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 1, 2005 (as amended through February 12, 2008) with the modifications set forth in Section II of this Appendix.
6. "Loan" means the loan provided for in this Agreement.
7. "Loan Agreement" means this Agreement.
8. "New Activities" means the new activities mentioned in Schedule 1 to this Loan Agreement.
9. "Original Loan" means the loan in the amount of eighty-four million two hundred ninety thousand Dollars (\$84,290,000) made available to the Borrower pursuant to the Original Loan Agreement.
10. "Original Loan Agreement" means the agreement (Loan No. 4721), dated December 16, 2003, between the Kingdom of Thailand and the International


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Bank for Reconstruction and Development, as such agreement has been and may be amended from time to time.

11. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006.
12. "Procurement Plan" means the Borrower's procurement plan for the Project, dated 30 July 2009 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
13. "Resettlement Mitigation Plan" means the Resettlement Mitigation Plan adopted by the Borrower on 14 July, 2009, and referred to in Section I C.1 (a) of Schedule 2 to this Agreement which sets forth the principles and procedures, satisfactory to the Borrower, governing land or other asset acquisition from, resettlement and rehabilitation of and compensation to Displaced Persons, as well as reporting and monitoring arrangements to ensure compliance with said policy and procedures, as said Framework may be revised from time to time by prior agreement between the Borrower and the Bank.

Section II. Modifications to the IBRD General Conditions

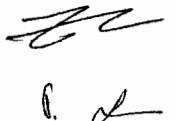
The modifications to the IBRD General Conditions are as follows:

1. Paragraph (l) of Section 7.02 is modified to read as follows:

"Section 7.02. *Suspension by the Bank*

... (l) *Ineligibility*. The Bank or the Association has declared the Borrower (other than the Member Country) or the Project Implementing Entity ineligible to receive proceeds of any financing made by the Bank or the Association or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank or the Association, as a result of a determination by the Bank or the Association that the Borrower or the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Bank or the Association."

2. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in



alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

(a) The definition of the term "Conversion Date" is modified to read as follows:

"'Conversion Date' means, in respect of a Conversion, the Execution Date (as herein defined) or such other date as requested by the Borrower and accepted by the Bank, on which the Conversion enters into effect, and as further specified in the Conversion Guidelines."

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[Handwritten initials]

Annex 3 - Draft Supplemental Letter on Financial and Economic Data

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The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W.
Washington, D.C. 20433
U.S.A.

(202) 473-1000
Cable Address: INTBAFRAD
Cable Address: INDEVAS

_____, 2009

Mr. Pongpanu Svetarundra
Director-General
Public Debt Management Office
Ministry of Finance
Rama VI Road, Bangkok,
Thailand

Dear Sir:

Re: Thailand Additional Financing to the Highway Management Project
IBRD Loan No. 77750-TH

Additional Instructions: Disbursement


I refer to the Loan Agreement between Thailand ("Borrower"), and the International Bank for Reconstruction and Development ("World Bank") for the above-referenced project, dated _____. The Agreement provides that the Bank may issue additional instructions regarding the withdrawal of the proceeds of IBRD Loan No. _____ ("Loan"). This letter ("Disbursement Letter"), as revised from time to time, constitutes the additional instructions.

The attached *World Bank Disbursement Guidelines for Projects*, dated May 1, 2006, ("Disbursement Guidelines") (Attachment 1), are an integral part of the Disbursement Letter. The manner in which the provisions in the Disbursement Guidelines apply to the Loan is specified below. Sections and subsections in parentheses below refer to the relevant sections and subsections in the Disbursement Guidelines and, unless otherwise defined in this letter, the capitalized terms used have the meanings ascribed to them in the Disbursement Guidelines.

I. Disbursement Arrangements

(i) *Disbursement Methods (section 2)*. The following Disbursement Methods may be used under the Loan:

- Reimbursement
- Advance
- Direct Payment


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(ii) Disbursement Deadline Date (subsection 3.6). The Disbursement Deadline Date is Four months after the Closing Date specified in Loan Agreement. Any changes to this date will be notified by the Bank.

(iii) Disbursement Conditions (subsection 3.7). The conditions are specified in the Loan Agreement, if any.

II. Withdrawal of Loan Proceeds

(i) Authorized Signatures (subsection 3.1). A letter in the Form attached (Attachment 2) should be furnished to the Bank at the address indicated below providing the name(s) and specimen signature(s) of the official(s) authorized to sign Applications:

The World Bank - Bangkok
30th Floor, Siam Tower
989 Rama I Road, Patumwan
Bangkok 10330, Thailand
Attention: Country Director

(ii) Applications (subsections 3.2 - 3.3). Please provide completed and signed applications for withdrawal, together with supporting documents to the address indicated below:

The World Bank - Manila
23/F, The Taipan Place Building
Emerald Avenue, Ortigas Center
Pasig City, Metro Manila, Philippines
Attention: Loan Department

(iii) Minimum Value of Applications (subsection 3.4). The Minimum Value of Applications for reimbursement, direct payment is US\$1,000,000.

(iv) Advance (sections 5 and 6).

- **Type of Designated Account (subsection 5.3):** One segregated account
- **Currency of Designated Account (subsection 5.4):** US\$
- **Financial Institution at which the Designated Accounts Will Be Opened (subsection 5.5):** Krung Thai Bank
- **Ceiling (subsection 6.1):** US\$5,000,000

III. Reporting on Use of Loan Proceeds

(i) *Supporting Documentation (section 4)*. Supporting documentation should be provided with each Application for Withdrawal as set out below:

- *For reporting eligible expenditures paid from the Designated Accounts*

- a) Statement of Expenditures (SOE) for the expenditures against the contracts indicated in the table below(see attachment 3);

Expenditure Category	Contracts Less than US\$ Equivalent
Consultant Firm	100,000
Individual Consultant	50,000

- b) The list of payments against the contracts (see attachment 4), and records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices, for the contracts subject to the Bank prior review indicated in the table below:

Expenditure Category	Contracts equivalent to or more than US\$
Civil Works	All
Consultant Firm	100,000
Individual consultant	50,000

- c) The Designated Account Activity Statement (attachment 5)

- *For requests for reimbursement*

- a) Statement of Expenditures (SOE) for the expenditures against the contracts indicated in the table below(see attachment 3);

Expenditure Category	Contracts Less than US\$ Equivalent
Consultant Firm	100,000
Individual Consultant	50,000

- b) The list of payments against the contracts (see attachment 4), and records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices, for the contracts subject to the Bank prior review indicated in the table below:

Expenditure Category	Contracts equivalent to or more than US\$
Civil Works	All
Consultant Firm	100,000
Individual consultant	50,000

- *For requests for direct payment:* records evidencing eligible expenditures, e.g., copies of receipts, supplier invoices.

(ii) Frequency of Reporting Eligible Expenditures Paid from the Designated Account (subsection 6.3): Monthly

IV. Other Important Information

For additional information on disbursement arrangements, please refer to the Disbursement Handbook available on the Bank's public website at <http://www.worldbank.org> and its secure website "Client Connection" at <http://clientconnection.worldbank.org>. Print copies are available upon request.

If you have not already done so, the Bank recommends that you register as a user of the Client Connection website (<https://clientconnection.worldbank.org>). From this website you will be able to download Applications, monitor the near real-time status of the Loan, and retrieve related policy, financial, and procurement information. For more information about the website and registration arrangements, please contact the Bank at <clientconnection@worldbank.org>.

If you have any queries in relation to the above, please contact Junxue Chu, Senior Finance Officer at LOA-EAP@worldbank.org using the above reference.

Yours sincerely,

Country Director
Thailand, East Asia and Pacific Region

Attachments

1. *World Bank Disbursement Guidelines for Projects*, dated May 1, 2006
2. Form for Authorized Signatures
3. Form of SOE
4. Form of list of payments for the contracts subject to the Bank prior review
5. The Designated Account Activity Statement

Prepared by: Junxue Chu, LOAFC

Cleared with and cc: Roch Levesque, Lawyer
Zhi Liu, TTL

CC with copies: The disbursement team in the Bank Manila Office,

RL
ZL

Attachment 2

[Letterhead]
[Street address]
[City] [Country]

[DATE]

The World Bank - Bangkok
30th Floor, Siam Tower
989 Rama I Road, Patumwan
Bangkok 10330, Thailand

Attention: [Country Director]

Dear [Country Director]:

Re: Loan No. ____ - ____ (_____ Project)

I refer to the Loan Agreement ("Agreement") between the [International Bank for Reconstruction and Development (the "Bank")], Thailand (the "Borrower"), dated _____, providing the above Loan. For the purposes of Section 3.04 (b) of the General Conditions, as defined in the Agreement, any [one] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Recipient to sign applications for withdrawal [and applications for a special commitment] under this Loan:

[Name], [position] Specimen Signature: _____

[Name], [position] Specimen Signature: _____

[Name], [position] Specimen Signature: _____

Yours truly,

/ signed /

[Position]

¹ Instruction to the recipient when sending this letter to the Bank/Association: Stipulate if more than one person needs to sign Applications, and how many or which positions, and if any thresholds apply.

Attachment 5

DESIGNATED ACCOUNT RECONCILIATION STATEMENT

LOAN/CREDIT/PPF/GRANT NUMBER _____
ACCOUNT NUMBER _____ WITH (BANK) _____

1. TOTAL ADVANCED BY WORLD BANK (OR COFINANCIER) \$ _____
2. LESS: TOTAL AMOUNT RECOVERED BY WORLD BANK - \$ _____
3. EQUALS PRESENT OUTSTANDING AMOUNT ADVANCED TO THE SPECIAL ACCOUNT (NUMBER 1 LESS NUMBER 2) = \$ _____

- =====
4. BALANCE OF SPECIAL ACCOUNT PER ATTACHED BANK STATEMENT AS OF DATE _____ \$ _____
5. PLUS: TOTAL AMOUNT CLAIMED IN THIS APPLICATION NO. _____ + \$ _____*
6. PLUS: TOTAL AMOUNT WITHDRAWN AND NOT YET CLAIMED REASON: _____ + \$ _____*
7. PLUS: AMOUNTS CLAIMED IN PREVIOUS APPLICATIONS NOT YET CREDITED AT DATE OF BANK STATEMENTS

<u>APPLICATION NO.</u>	<u>AMOUNT *</u>
_____	_____

- SUBTOTAL OF PREVIOUS APPLICATIONS NOT YET CREDITED + \$ _____
8. MINUS: INTEREST EARNED - \$ _____*
9. TOTAL ADVANCE ACCOUNTED FOR (NO. 4 THROUGH NO. 9) = \$ _____

10. EXPLANATION OF ANY DIFFERENCE BETWEEN THE TOTALS APPEARING ON LINES 3 AND 9:

11. DATE: _____ SIGNATURE: _____

TITLE: _____

* ALL ITEMS SHOULD BE INDICATED ON THE BANK STATEMENT

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3:

Statement of Expenditures (SOE)

Expenditures made during the period from _____ to _____

Expenditures against the contracts not subject to the Bank Prior Review

Date: _____

Application No.: _____

Loan: _____

SOE No.: _____

2	3	4	5	6	7	8	9
Category No. (**)	Currency and Total Amount of Contract	Currency and Total Amount of Invoice Covered by Application (Net of Retention)	Eligible % from Schedule 2 of Letter Agreement	Amount Eligible for Financing (4 x 5)	Currency and Amount Paid from Designated Account (if Applicable)	Exchange Rate (Col. 7 divided by Col. 6)	Remarks
TOTALS							

Supporting documents for this SOE retained at _____

(insert location)

**Payments Made during Reporting Period
Against Contracts Subject to the Bank's Prior Review**

Contract Number	Supplier	Contract Date	Contract Amount	Date of WB's Non-Objection to Contract	Amount Paid to Supplier during Period	WB's Share of Amt Paid to Supplier during Period

Annex 4 - Draft Disbursement Letter

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6.1

KINGDOM OF THAILAND

, 2009

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Re: Loan No. -TH
(Additional Financing for the Highways Management Project)
Article VI of the General Conditions
Financial and Economic Data

Dear Sirs and Mesdames:

In connection with the Loan Agreement of this date between the Kingdom of Thailand (Member Country) and International Bank for Reconstruction and Development (Bank) providing a loan (Loan) for the above-captioned Project, and the General Conditions (General Conditions) made applicable to the Loan Agreement, I am writing on behalf of the Member Country to set forth the following:

1. We understand and agree that, for purposes of Section 6.01 of the General Conditions, the Member Country is required by the Bank to report "long-term external debt" (as defined in the World Bank's Debtor Reporting System Manual, dated January 2000 (DRSM)), in accordance with the DRSM, and in particular, to notify the Bank of new "loan commitments" (as defined in the DRSM) not later than 30 days after the end of the quarter during which the debt is incurred, and to notify the Bank of "transactions under loans" (as defined in the DRSM) once a year, not later than March 31 of the year following the year covered by the report.
2. We represent that no Liens (as defined in the General Conditions), other than those excluded pursuant to paragraph (c) of Section 6.02 of the General Conditions, exist on any Public Assets (as defined in the General Conditions), as security for any External Debt (as defined in the General Conditions). No defaults exist in respect of any external public debt (as defined in the DRSM). It is our understanding that, in making the Loan, the Bank may rely on the representations set forth or referred to in this letter.

Handwritten initials/signature

3. Please confirm your agreement to the foregoing by having a duly authorized representative of the Bank sign in the space provided below.

Very truly yours,

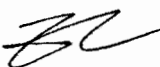
KINGDOM OF THAILAND

By _____
Authorized Representative

AGREED:

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

By _____
Authorized Representative


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Annex 5 – Detailed Procurement Plan

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Detailed Procurement Plan

30 July 2009

I. General

1. Project information:

- Country/Borrower: Thailand
- Project Implementing Agency
Department of Highways (DOH): Bureau of International Highways
Cooperation, and Bureau of Planning,

2. Bank's approval date of the procurement Plan

- Original Plan : 30 July , 2009
- Revision:

3. Date of General Procurement Notice:

- August 2009 (UNDB online, dgMarket)
- Updated on _____

4. Period covered by this procurement plan:

- The project period

II. Goods and works and non-consulting services.

1. **Prior Review Threshold:** Procurement decisions subject to Prior Review by the Bank as stated in Appendix 1 to the Guidelines for Procurement:

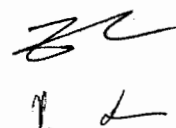
	Procurement Method	Contract Value Threshold (\$'000)	Prior Review Threshold (\$'000)	Comments
1.	ICB (works)		All contracts	

2. **Prequalification:** The prequalification will be applied for nine lots of ICB which are large (US\$ 12 million – US\$ 20 million).

3. **Reference to (if any) Project Operational Manual: - None**

4. Any Other Special Procurement Arrangements:

To mitigate the procurement risks and strengthen procurement capacity, the following measures have been discussed and agreed with DOH for required application under the HMP Additional financing:



<i>Areas of strengthening</i>	<i>Specific measures agreed</i>	<i>Agency's responsibility</i>	<i>Target time frame</i>
<p>I. Applying the Bank's new Procurement and Consultant Guidelines.</p>	<p>WB's new Procurement and Consultants Guidelines, May 2004, revised October 2006, shall be applied under the Additional Financing instead of the earlier version applicable under the original Project.</p> <p>Introduces improved procedures for greater transparency and competition, e.g.</p> <ul style="list-style-type: none"> - Fraud and Corruption provisions; definitions, remedial actions, also allows audit of firms records. - Request for EOIs for consulting services assignments for firms estimated to cost more than \$ 200,000 are required to be advertised in UNDB online and dgMarket plus national newspapers. Invitations to prequalify or to bid, as the case may be, shall be advertised as Specific Procurement Notices in at least one newspaper of national circulation and also published in UNDB online and in dgMarket. - Publication of contract award information. - Requirement for Complaints procedure as mentioned in the Bank's Guidelines will be applied. - Clearer restrictions on participation of government staff in consulting services. 	<p>WB & DOH</p>	<p>Incorporate in legal agreement during preparation</p>
<p>II. Additional project-specific requirements for further enhancing competition and transparency</p>	<p><u>A. ADDITIONAL PUBLICITY AND DISCLOSURE REQUIREMENTS</u></p> <p>(i) Procurement Plans and Procurement tracking/monitoring forms will be published on the Bank's website and additionally will also be posted on the Government Procurement website and DOH website.</p> <p>(ii) In addition to the advertising requirements of the current Procurement and Consultant Guidelines, invitations for prequalification of bidders for civil works contracts and requests for expressions of interest for shortlisting of consulting firms will also be advertised in the Government Procurement Website and DOH website.</p> <p>(iii) Advertising of Requests for EOIs for selection of individual consultants will be</p>	<p>DOH</p>	<p>Start from first procurement package and continue through project period.</p> <p>WB to monitor during Supervision</p> <p>Start from first</p>

Handwritten initials/signature

	<p>required (in addition to directly approaching potential candidates) in national newspapers, UNDB/DgMarket, and Government Procurement and DOH websites.</p> <p>(iv) In the selection of consulting firms and individual consultants, the Request for EOI will additionally set out the criteria for evaluation of EOI responses and short-listing.</p> <p>(v) In the Invitation for Prequalification for civil works (ICB) and also in the Invitation for Bids to the prequalified firms, there will be no pre-registration requirements. All prospective bidders will be permitted (not all will be eligible e.g. debarred bidders) to apply for prequalification.</p> <p>(vi) In the procurement of civil works through prequalification, in addition to directly inviting only the pre-qualified firms to bid, an Information of Bidding notice will also be published in at least one national newspaper and in the Government Procurement and DOH websites to inform the general public of the initiation of the bidding process. The notice will provide the name and brief description of the contract, names of the prequalified firms to which the invitation for bids is restricted, the bid submission/opening deadline and location, stipulate that prequalified bidders' representatives and any member of the general public are allowed to attend the bid opening meeting, provide the contact address for sending complaints, and the website addresses of the UNDB/DgMarket, Government Procurement and DOH websites where information on the bidding process, including contract award information, will be published from time to time as it becomes available for posting.</p> <p>(vii) For the civil works, immediately after the Prequalification application submission deadline has passed, the specific Prequalification document for each package will be posted on the Government Procurement and DOH websites.</p> <p>(viii) For the civil works contracts that are subject to prior review by the Bank, immediately after the Bank's no objection to the Prequalification evaluation report has been issued, the list of prequalified firms and also the firms</p>	<p>DOH</p>	<p>procurement package and continue through project period.</p> <p>WB to monitor during Supervision</p>
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Handwritten initials/signature

	<p>not be eligible to take part in the provision of consulting services under the Project either individually or as members of the consulting firms' proposals. This prohibition should be made known to the potential consultants through the RFP/TOR. Similarly, consulting firms and construction firms/contractors that have financial interest (as owners or partners) of former DOH staff who retired from DOH less than 3 years before the deadline for submission of proposals will not be eligible to take part in the provision of consulting services or contracts for civil works respectively under the Project.</p>	<p>DOH</p>	<p>Supervision</p> <p>Start from first procurement package and continue through project period.</p> <p>WB to monitor during Supervision</p>
<p>III. Building DOH's procurement capacity</p>	<p>(i) A qualified international procurement consultant shall be engaged to assist DOH in carrying out the procurement process according to the Bank's current Guidelines, including preparation of bidding documents and Request for Proposal documents, bids evaluations and also verify compliance of the Bid Evaluation Committee's (BEC) outputs with the applicable procurement procedures as defined in the legal agreement.</p> <p>(ii) For consulting services with firms exceeding US\$300,000, an Independent Procurement Evaluator (IPE) will be engaged to conduct parallel evaluation of technical and financial proposals and share the results concurrently on a non-binding basis, with the Consultant Selection Committee, DOH management and the Bank.</p> <p>(iii) Procurement Committee for the Selection of Consultants (PCSC) shall be divided into two sub-committees: (a) Technical Evaluation Sub-Committee comprising three or more sector specialists for conducting actual evaluation of EOI responses and technical proposals received, and (b) Review Sub-Committee to review and</p>	<p>DOH</p> <p>DOH</p> <p>DOH</p>	<p>Contract with International Procurement Consultant (funded under the restructured HMP) signed by October 2009</p> <p>Contract with IPE signed before inviting proposals for the first consulting services with firms exceeding US\$300,000</p> <p>Before issuing request for expression of interest for the consultant services.</p>

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	<p>clear the evaluation reports prepared by the Technical Evaluation Sub-Committee and confirm for the DOH Management's approval that the evaluation conducted by the Technical Evaluation Sub-Committee complies with the applicable Bank Guidelines and the Loan Agreement. In case of civil works, the prequalification and bid evaluation reports prepared by the respective committees will be sent for DOH Management's approval.</p> <p>(iv) Ensure that the members of the procurement committees with strong integrity and relevant qualifications and experience are selected, and the role and accountability of the members are clearly defined. In this regard, the members will not be term appointments but rather the membership of a given committee could be unique to that evaluation, based on the technical requirements of the procurement.</p>	DOH	<p>Before issuing invitation for prequalification for civil works package and request for expression of interest for the consultant services package.</p>
<p>IV. Building on DOH's existing procedures and practices</p>	<p>i) Drawn from the existing complaints handling procedures of the government and suitably adapted for the Project, a specific procurement complaints mechanism for the Project will be developed and agreed upfront and also disclosed in the bidding/RFP documents. Bidding/RFP documents will also include the contact address of the Bank's Task Team Leader and also the INT Hotline.</p> <p>(ii) All bidders, suppliers, contractors and consultants, will be expected to adhere also to the Government's integrity regulations. They will be required to sign integrity pledges and also declare any potential conflict of interests upfront, using a form developed based on Government's existing integrity regulations and agreed with the Bank. Subsequently the signed pledges will be posted on the DOH website.</p> <p>(iii) Time standards for carrying out each step of the procurement and approval process, particularly the bid evaluation phase, and a mechanism for regular tracking and reporting of procurement process, identifying bottlenecks and specific sources of delays and remedies/penalties for non-compliance, will be developed for the Project based on DOH's existing system and agreed with the Bank upfront.</p>	<p>DOH</p> <p>Same as above</p>	<p>Before issuing the bidding document and RFP for the first procurement package for civil works and consultant services respectively.</p> <p>WB to prior review and provide no objection</p> <p>Same as above</p>

	(iv) To re-confirm the reasonableness of DOH's cost estimation system for civil works, an exercise to compare cost estimates based on Government cost norms with cost estimates based on prevailing market prices of major construction inputs, materials, labor and equipment will be carried out before invitation of bids for the first contract for civil works.	DOH/WB	Before invitation of bids for the first contract for civil works
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5. Procurement Packages for Works (prior reviews) with Methods and Time Schedule

1	2	3	4	5	6	7	8	9
Ref. No.	Contract (Description)	Estimated Cost USD	Procurement Method	PQ (yes/no)	Domestic Preference (yes/no)	Review by Bank (Prior / Post)	Expected Bid/Quotation Opening Date	Comment
Works for Four Lane Widening 9 lots								
1	Sikhiu – Ban Nongbuakhok, Section 1	18.5 million	ICB	Yes	No	Prior	Jan. 2010	
2	Sikhiu – Ban Nongbuakhok, Section 2	19.1 million	ICB	Yes	No	Prior	Jan. 2010	
3	Nang Rong – Prasat, Section 1	13.6 million	ICB	Yes	No	Prior	Jan. 2010	
4	Nang Rong – Prasat, Section 2	14.4 million	ICB	Yes	No	Prior	Jan. 2010	
5	Nang Rong – Prasat, Section 3	16.0 million	ICB	Yes	No	Prior	Jan. 2010	
6	Junction Rte 36 – Rte 3	13.0 million	ICB	Yes	No	Prior	Jan. 2010	
7	Section 3 of Phangnga – Krabi	20.3 million	ICB	Yes	No	Prior	Jan. 2010	
8	Ranot – Sathing Phra Section 1	14.2 million	ICB	Yes	No	Prior	Jan. 2010	
9	Ranot – Sathing Phra Section 2	12.2 million	ICB	Yes	No	Prior	Jan. 2010	

III. Selection of Consultants

- Prior Review Threshold:** Selection decisions subject to Prior Review by Bank as stated in Appendix 1 to the Guidelines Selection and Employment of Consultants:

Selection Method	Prior Review	Comments
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			Threshold (\$'000)	
1.	Competitive Methods (Firms) –			All contracts
2.	Individual Consultants	-	>\$50	<\$50 The first contract

2. **Short list comprising entirely of national consultants:** No short lists of consultants for services are expected to comprise entirely of national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines. However, if a need arises during the project implementation and if it is warranted, short lists of consultants for services estimated to cost less than \$100,000 equivalent per contract may be composed entirely of national consultants.
3. **Any Other Special Selection Arrangements:** see Other Special Procurement Arrangements above, which also includes the special requirements applicable to consultant services.
4. **Consultancy Assignments with Selection Methods (prior & post reviews) and Time Schedule**

1	2	3	4	5	6	7
Ref. No.	Description of Assignment	Estimated Cost	Selection Method	Review by Bank (Prior / Post)	Expected Proposals Submission Date	Comment
Additional Financing :						
1	A Consulting firm for Supervision of Four Lane Widening	\$ 1 million	Least-Cost Selection	Prior	Dec. 2009	
2	A consulting firm to assist the DOH to advance the preparation of a public-private partnership financing	\$ 1.4 million	QCBS	Prior	Mar. 2010	
3	An International Independent Procurement Evaluator	\$ 50,000	Selection of Individual Consultants	Prior	Oct. 2009	The first contract for hiring Individual consultant
5	A Financial Audit	\$ 30,000	Least-Cost Selection	Prior	Feb. 2010	
6	An Independent Technical Audit	\$ 20,000	Selection of Individual Consultants	Post	Apr. 2010	

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