



การรถไฟฟ้าขนส่งมวลชนแห่งประเทศไทย

MASS RAPID TRANSIT AUTHORITY OF THAILAND

รัฐวิสาหกิจภายใต้กำกับของรัฐมนตรีว่าการกระทรวงคมนาคม

A STATE ENTERPRISE UNDER SUPERVISION OF MINISTER OF TRANSPORT

No. MRTA 019/C ๒๕๐๗

10 November B.E. 2564 (2021)

Excellency,

Reannouncement of Invitation to Tender

The MRT Purple Line Project, Tao Pun – Rat Burana (Kanchanapisek Road) Section

With reference to the letter Ref. MRTA 019/1681 dated 2 July 2021 requesting the embassy to notify announcement of Invitation to Tender, the MRT Purple Line Project, Tao Pun – Rat Burana (Kanchanapisek Road) Section to the qualified contractors, please be informed that the announcement was cancelled on 27 August 2021 to enhance public involvement. Currently, it is ready to be reannounced.

The Mass Rapid Transit Authority of Thailand (MRTA), a State Enterprise under the Ministry of Transport, invites interested contractors to submit tender for Civil Works Contracts of the MRT Purple Line Project, Tao Pun – Rat Burana (Kanchanapisek Road) Section, which is a heavy rail rapid transit system covering a route of approximately 23.49 KM; comprising 10 underground stations, 7 elevated stations, 1 Stabling Yard and 4 Park and Ride facilities.

The Tender will be based on an International Competitive Bidding (ICB) basis in accordance with the Public Procurement and Supplies Administration Act B.E. 2560 (2017) and other Thai Laws as applicable. We would greatly appreciate if the embassy would kindly refer this matter to the attention of qualified contractors from your country with experience similar to that required for the MRT Purple Line Project. Interested tenderers can purchase the new Tender Documents at MRTA from November 11, 2021 to December 24, 2021. Please find the Announcement attached hereto containing necessary information with regard to the Project.

Please accept, Excellency, the assurances of our highest consideration.

(Mr. Pakapong Sirikantaramas)

Governor

Mass Rapid Transit Authority of Thailand

Enclosure: INVITATION TO TENDER

MRT Purple Line Project, Tao Pun – Rat Burana (Kanchanapisek Road) Section

H.E.

Ambassador Extraordinary and Plenipotentiary
The Embassy of the Republic of India

Procurement and Service Department
Tel. 0 2716 4000 Ext. 1620, 1624
Fax. 0 2716 4031

175 ถนนพระราม 9 แขวงห้วยขวาง เขตห้วยขวาง กรุงเทพมหานคร 10310 โทรศัพท์ 0 2716 4000 โทรสาร 0 2716 4019

175 Rama IX Road, Huai Khwang, Bangkok 10310, Thailand, Tel. 66 2716 4000 Fax. 66 2716 4019 <http://www.mrta.co.th>



The Kingdom of Thailand

Ministry of Transport

Mass Rapid Transit Authority of Thailand

INVITATION TO TENDER

Purple Line Project

Tao Pun – Rat Burana (Kanchanapisek Road) Section

1. INTRODUCTION

The Mass Rapid Transit Authority (hereinafter referred to as "MRTA"), Ministry of Transport, the Kingdom of Thailand is implementing the MRT Purple Line Project, Tao Pun – Rat Burana (Kanchanapisek Road) Section (hereinafter referred to as "the Project") as part of Thailand's government policy to develop a complete mass electric train system network to improve quality of life of people in Bangkok and the vicinity in alleviating traffic congestion, improvement of environmental conditions, the reduction of fuel energy consumption. The government had arranged the source of funds for the constructions of the civil works through the domestic loan and private investment, by the Public and Private Partnership (PPP), will be sought for the railway systems.

2. THE MRT PURPLE LINE PROJECT

The Project has a total length of approximate 23.49 km. with 10 underground stations and 7 elevated stations. The route is elevated continuing from the existing Purple Line (Tao Pun – Bang Yai Section) alignment at Tao Pun Interchange Station running along the new road of Bangkok Metropolitan Administration (BMA), the viaduct then declines to underground at Kiak Kai. The tunnel runs beneath Sam Sen Road to Bang Khun Phrom then turn left to Phan fa. The alignment intersects with the Blue Line Extension at Sam Yot Station in Sam Yot Sub-district. The tunnel will go underneath Chao Phraya River at Phra Pokklao Bridge and move along Pracha Thipok Road, then passes under Wong Wian Yai to Mahai Sawan Intersection, then transform to Elevated Alignment at Chom Thong. The elevated viaduct pass Pracha Uthit Intersection, crosses Chalerm Maha Nakorn Expressway enters to Rat Burana. The Project include construction of one Stabling Yard and Four Park & Ride Facilities.

3. SCOPE OF WORKS

MRTA is inviting Tenders for the following contracts under this Project:

Contract 1 : Underground Civil Works (Tao Pun – National Library Section)

Design and Construction of both underground and elevated structure starting from Tao Pun Interchange Station and end at the outer edge of National Library Underground Station. This Purple Line Section consists of viaduct, transition structure, cut and cover tunnel, bored tunnels, approximate 4.87 kilometers (km.) in length; approximate 25 to 30 meters under existing ground and the construction of 3 underground stations. Architectural works and Building Services within the stations together with other works. All more particularly described in the Employer's Requirements – Functional.

Contract 2 : Underground Civil Works (National Library – Phan Fa Section)

Design and Construction of underground structure starting from National Library Station and end at Phan Fa Station. This Purple Line Section with bored tunnels, approximately 2.33 kilometers (km.) in length; approximately 25-35 meters under existing ground and the construction of 3 underground stations. The stations may be constructed by cut and cover and pipe roof procedure. Architectural works and Building Services within the stations together with other works. All more particularly described in the Employer's Requirements – Functional.

Contract 3 : Underground Civil Works (Phan Fa – Memorial Bridge Section)

Design and Construction of underground structure starting from the outer edge of Phan Fa Station and end at Memorial Bridge Underground Station. This Purple Line Section with bored tunnels, approximately 3.12 kilometers (km) in length; approximately 25-35 meters under existing ground and the construction of 2 underground stations (Sam Yot and Memorial Bridge Underground Station). The stations may be constructed by cut and cover and pipe roof procedure. Architectural works and Building Services within the stations together with other works. All more particularly described in the Employer's Requirements – Functional.

Contract 4 : Underground Civil Works (Memorial Bridge – Dao Khanong Section)

Design and Construction of underground structure starting from the outer edge of Memorial Bridge Station and end at the edge of transition structure. This Purple Line Section with bored tunnels, approximately 3.97 kilometers (km.) in length; approximately 25-35 meters under existing ground and the construction of 2 underground stations (Wong Wian Yai and Samre Underground Station). The cut and cover tunnels and transition structure are also included in this sub-section. Architectural works and Building Services within the stations together with other works. All more particularly described in the Employer's Requirements – Functional.

Contract 5 : Elevated Civil Works (Dao Khanong to Khru Nai Section, Stabling Yard and Park & Ride Facilities)

Construction of Elevated Structure from transition structure near Dao Khanong Station to Khru Nai Station along Suk Sawad Road. This Purple Line Section consists of precast segmental box girder viaduct of approximately 9.34 kilometers (km.) in length and approximately 17 meters high above existing ground, with the construction of 7 elevated stations. Architectural works and Building Services within the stations and other works as defined in the Tender Documents.

Construction of Stabling Yard. The works consist of the construction of train stabling situated on platform which construct at Kanchanapisek Road.

Park & Ride Facilities. The works consist of the construction of two numbers of Park & Ride facilities constructs near Bang Pakok Station and two numbers of Park & Ride Building near Rat Burana Station.

Contract 6 : Trackwork

Design and Construction of trackwork along the mainline and Stabling Yard constructed by Contract 1, Contract 2, Contract 3, Contract 4, and Contract 5. The work includes the provision of trackwork, points and crossings, conductor rail power collector and second pour concrete plinths or slabs. The emergency walkway in underground section is also included in this Contract.

Contract 7 : M&E Works

Design, supply, installation, and testing of the M&E Systems and other related systems, including rolling stocks, whereby the M&E Systems supplied must be compatible with those of the existing MRT Purple Line Project. M&E Systems to be supplied include Signaling Systems, Power Supply Systems, SCADA System, Communication Systems, Automatic Fare Collection System, and Graphic Platform Screen Door System and Signage System. (Not included in this tender.)

4. THE MEDIAN PRICES

Median Prices (VAT and Provisional sum Inclusive) of each Contract are listed below.

Contract 1

Median Prices (VAT Inclusive) is 18,611,219,256.79 Baht (Eighteen Billion Six Hundred Eleven Million Two Hundred Nineteen Thousand Two Hundred Fifty Six Baht and Seventy Nine Satang), plus Provisional Sum (VAT Inclusive) of 846,948,392.18 Baht (Eight Hundred Forty Six Million Nine Hundred Forty Eight Thousand Three Hundred Ninety Two Baht and Eighteen Satang), or a total price of 19,458,167,648.97 Baht (Nineteen Billion Four Hundred Fifty Eight Million One Hundred Sixty Seven Thousand Six Hundred Forty Eight Baht and Ninety Seven Satang);

Contract 2

Median Prices (VAT Inclusive) is 15,205,051,361.97 Baht (Fifteen Billion Two Hundred Five Million Fifty One Thousand Three Hundred Sixty One Baht and Ninety Seven Satang), plus Provisional Sum (VAT Inclusive) of 691,942,512.01 Baht (Six Hundred Ninety One Million Nine Hundred Forty Two Thousand Five Hundred Twelve Baht and One Satang), or a total price of 15,896,993,873.98 Baht (Fifteen Billion Eight Hundred Ninety Six Million Nine Hundred Ninety Three Thousand Eight Hundred Seventy Three Baht and Ninety Eight Satang);

Contract 3

Median Prices (VAT Inclusive) is 14,478,990,913.76 Baht (Fourteen Billion Four Hundred Seventy Eight Million Nine Hundred Ninety Thousand Nine Hundred Thirteen Baht and Seventy Six Satang), plus Provisional Sum (VAT Inclusive) of 658,901,381.24 Baht (Six Hundred Fifty Eight Million Nine Hundred One Thousand Three Hundred Eighty One Baht and Twenty Four Satang), or a total price of 15,137,892,295.00 Baht (Fifteen Billion One Hundred Thirty Seven Million Eight Hundred Ninety Two Thousand Two Hundred Ninety Five Baht and No Satang);

Contract 4

Median Prices (VAT Inclusive) is 14,359,250,775.04 Baht (Fourteen Billion Three Hundred Fifty Nine Million Two Hundred Fifty Thousand Seven Hundred Seventy Five Baht and Four Satang), plus Provisional Sum (VAT Inclusive) of 653,452,317.61 Baht (Six Hundred Fifty Three Million Four Hundred Fifty Two Thousand Three Hundred Seventeen Baht and Sixty One Satang), or a total price of 15,012,703,092.65 Baht (Fifteen Billion Twelve Million Seven Hundred Three Thousand Ninety Two Baht and Sixty Five Satang);

Contract 5

Median Prices (VAT Inclusive) is 12,597,318,374.03 Baht (Twelve Billion Five Hundred Ninety Seven Million Three Hundred Eighteen Thousand Three Hundred Seventy Four Baht and Three Satang), plus Provisional Sum (VAT Inclusive) of 573,271,336.79 Baht (Five Hundred Seventy Three Million Two Hundred Seventy One Thousand Three Hundred Thirty Six Baht and Seventy Nine Satang), or a total price of 13,170,589,710.82 Baht (Thirteen Billion One Hundred Seventy Million Five Hundred Eighty Nine Thousand Seven Hundred Ten Baht and Eighty Two Satang);

Contract 6

Median Prices (VAT Inclusive) is 3,460,624,520.12 Baht (Three Billion Four Hundred Sixty Million Six Hundred Twenty Four Thousand Five Hundred Twenty Baht and Twelve Satang), plus Provisional Sum (VAT Inclusive) of 157,484,060.17 Baht (One Hundred Fifty Seven Million Four Hundred Eighty Four Thousand Sixty Baht and Seventeen Satang), or a total price of 3,618,108,580.29 Baht (Three Billion Six Hundred Eighteen Million One Hundred Eight Thousand Five Hundred Eighty Baht and Twenty Nine Satang);

Only Contract 5 is price adjustable contract. The adjustment shall be determined in accordance with the regulations of the Budget Bureau of Thailand, Office of the Prime Minister and Bureau of Trade and Economic Indices, Ministry of Commerce.

5. QUALIFICATIONS OF TENDERERS

The Contract shall be tendered on a basis of International Competitive Bidding (ICB) in accordance with the laws of Thailand and Public Procurement and Supplies Administration Act, B.E. 2560 (2017), as applicable. Prospective Tenderers are strongly advised to study the details of the Works, their own qualifications and these qualifications before purchasing Tender Documents. The Tender is open to Tenderers who possess the following qualifications.

5.1 Tenderers shall have registered capital, fully paid up prior to Tender Submission Date of the following amount:

- (1) in the case of an individual firm, the registered capital shall be the following amounts:

- Contract 1: not less than 980 MB (Nine Hundred and Eighty Million Baht)
- Contract 2: not less than 800 MB (Eight Hundred Million Baht)
- Contract 3: not less than 760 MB (Seven Hundred and Sixty Million Baht)
- Contract 4: not less than 760 MB (Seven Hundred and Sixty Million Baht)
- Contract 5: not less than 660 MB (Six Hundred and Sixty Million Baht)
- Contract 6: not less than 370 MB (Three Hundred and Seventy Million Baht)

- (2) in the case of joint venture, the amount of registered capital shall be the following amounts:

Contract 1

Total amount or collectively amount not less than 980 MB (Nine Hundred and Eighty Million Baht)

- Lead partner shall have the amount of registered capital not less than 490 MB (Four Hundred and Ninety Million Baht).
- Each member partner shall have the amount of registered capital not less than 200 MB (Two Hundred Million Baht).

Contract 2

Total amount or collectively amount not less than 800 MB (Eight Hundred Million Baht)

- Lead partner shall have the amount of registered capital not less than 400 MB (Four Hundred Million Baht).

- Each member partner shall have the amount of registered capital not less than 160 MB (One Hundred and Sixty Million Baht).

Contract 3

Total amount or collectively amount not less than 760 MB (Seven Hundred and Sixty Million Baht)

- Lead partner shall have the amount of registered capital not less than 380 MB (Three Hundred and Eighty Million Baht).
- Each member partner shall have the amount of registered capital not less than 160 MB (One Hundred and Sixty Million Baht).

Contract 4

Total amount or collectively amount not less than 760 MB (Seven Hundred and Sixty Million Baht)

- Lead partner shall have the amount of registered capital not less than 380 MB (Three Hundred and Eighty Million Baht).
- Each member partner shall have the amount of registered capital not less than 160 MB (One Hundred and Sixty Million Baht).

Contract 5

Total amount or collectively amount not less than 660 MB (Six Hundred and Sixty Million Baht)

- Lead partner shall have the amount of registered capital not less than 330 MB (Three Hundred and Thirty Million Baht).
- Each member partner shall have the amount of registered capital not less than 140 MB (One Hundred and Forty Million Baht).

Contract 6

Total amount or collectively amount not less than 370 MB (Three Hundred and Seventy Million Baht)

- Lead partner shall have the amount of registered capital not less than 190 MB (One Hundred and Ninety Million Baht).
- Each member partner shall have the amount of registered capital not less than 80 MB (Eighty Million Baht).

Exchange rate shall be the selling rate of the Bank of Thailand on 29th November 2021.

5.2 Tenderers shall have average annual construction turnover in the last 3 (three) years for the following amounts:

- (1) in the case of an individual firm, the average annual construction turnover shall be the following amounts:

5

Contract 1: not less than 14,160 MB (*Fourteen Thousand One Hundred and Sixty Million Baht*)

Contract 2: not less than 11,570 MB (*Eleven Thousand Five Hundred and Seventy Million Baht*)

Contract 3: not less than 11,010 MB (*Eleven Thousand Ten Million Baht*)

Contract 4: not less than 10,920 MB (*Ten Thousand Nine Hundred and Twenty Million Baht*)

Contract 5: not less than 9,580 MB (*Nine Thousand Five Hundred and Eighty Million Baht*)

Contract 6: not less than 2,640 MB (*Two Thousand Six Hundred and Forty Million Baht*)

- (2) in the case of joint venture, the average annual construction turnover shall be the following amounts:

Contract 1

Total amount not less than 14,160 MB (*Fourteen Thousand One Hundred and Sixty Million Baht*)

- Lead partner shall have the average annual construction turnover not less than 7,080 MB (*Seven Thousand and Eighty Million Baht*).
- Each member partner shall have the average annual construction turnover not less than 2,840 MB (*Two Thousand Eight Hundred and Forty Million Baht*).

Contract 2

Total amount not less than 11,570 MB (*Eleven Thousand Five Hundred and Seventy Million Baht*)

- Lead partner shall have the average annual construction turnover not less than 5,790 MB (*Five Thousand Seven Hundred and Ninety Million Baht*).
- Each member partner shall have the average annual construction turnover not less than 2,320 MB (*Two Thousand Three Hundred and Twenty Million Baht*).

Contract 3

Total amount not less than 11,010 MB (*Eleven Thousand Ten Million Baht*)

- Lead partner shall have the average annual construction turnover not less than 5,510 MB (*Five Thousand Five Hundred and Ten Million Baht*).
- Each member partner shall have the average annual construction turnover not less than 2,210 MB (*Two Thousand Two Hundred and Ten Million Baht*).

Contract 4

Total amount not less than 10,920 MB (*Ten Thousand Nine Hundred and Twenty Million Baht*)

- Lead partner shall have the average annual construction turnover not less than 5,460 MB (*Five Thousand Four Hundred and Sixty Million Baht*).
- Each member partner shall have the average annual construction turnover not less than 2,190 MB (*Two Thousand One Hundred and Ninety Million Baht*).

Contract 5

Total amount not less than 9,580 MB (*Nine Thousand Five Hundred and Eighty Million Baht*)

- Lead partner shall have the average annual construction turnover not less than 4,790 MB (*Four Thousand Seven Hundred and Ninety Million Baht*).
- Each member partner shall have the average annual construction turnover not less than 1,920 MB (*One Thousand Nine Hundred and Twenty Million Baht*).

Contract 6

Total amount not less than 2,640 MB (*Two Thousand Six Hundred and Forty Million Baht*)

- Lead partner shall have the average annual construction turnover not less than 1,320 MB (*One Thousand Three Hundred and Twenty Million Baht*).
- Each member partner shall have the average annual construction turnover not less than 530 MB (*Five Hundred and Thirty Million Baht*).

Exchange rate shall be the selling rate of the Bank of Thailand on 29th November 2021.

- 5.3 Tenderers shall have experience as a prime contractor in the execution of the Thai government contracts over the past 20 (twenty) years prior to the Tender Submission Date, in which the reference work provided shall have a nature and complexity comparable to the requirements in this Tender. If the value of the reference work is in foreign currencies, the rate of exchange on the date that the work had been completed and handed over shall be used.

- (1) in the case of an Individual Firm:

Contract 1

- 1) Construction of underground tunnel by TBM with the value of construction work in one contract not less than 1,000 MB (*One billion Baht*), and
- 2) Construction of mass transit station, either underground or elevated mass transit station, with the value of construction work in one contract not less than 1,000 MB (*One billion Baht*), and
- 3) Design of underground tunnel or mass transit station, either underground or elevated mass transit station, with the value of construction work in one contract not less than 300 MB (*Three Hundred Million Baht*).

Contract 2

- 1) Construction of underground tunnel by TBM with the value of construction work in one contract not less than *1,000 MB (One billion Baht)*, and
- 2) Construction of mass transit station, either underground or elevated mass transit station, with the value of construction work in one contract not less than *1,000 MB (One billion Baht)*, and
- 3) Design of underground tunnel or mass transit station, either underground or elevated mass transit station, with the value of construction work in one contract not less than *300 MB (Three Hundred Million Baht)*.

Contract 3

- 1) Construction of underground tunnel by TBM with the value of construction work in one contract not less than *1,000 MB (One billion Baht)*, and
- 2) Construction of mass transit station, either underground or elevated mass transit station, with the value of construction work in one contract not less than *1,000 MB (One billion Baht)*, and
- 3) Design of underground tunnel or mass transit station, either underground or elevated mass transit station, with the value of construction work in one contract not less than *300 MB (Three Hundred Million Baht)*.

Contract 4

- 1) Construction of underground tunnel by TBM with the value of construction work in one contract not less than *1,000 MB (One billion Baht)*, and
- 2) Construction of mass transit station, either underground or elevated mass transit station, with the value of construction work in one contract not less than *1,000 MB (One billion Baht)*, and
- 3) Design of underground tunnel or mass transit station, either underground or elevated mass transit station, with the value of construction work in one contract not less than *300 MB (Three Hundred Million Baht)*.

Contract 5

- 1) Construction of precast segmental prestressed concrete box girder viaduct with span length not less than 30 meters with the value of construction work in one contract not less than *1,000 MB (One billion Baht)*, and
- 2) Construction of mass transit station, either underground or elevated mass transit station, with the value of construction work in one contract not less than *1,000 MB (One billion Baht)*.

Contract 6

- 1) Design and construction of ballastless trackwork and third rail system with the value of construction work in one contract not less than *400 MB (four Hundred Million Baht)*, and
- 2) Construction management and coordination of ballastless trackwork and third rail related project with the value of construction work in one contract not less than *400 MB (Four Hundred Million Baht)*.

- (2) in the case of Joint Venture

Contract 1

- 1) Lead Partner: meet the criteria (1) and (2) and (3) at least 1 contract.
- 2) Each Member Partner: meet the criteria (1) or (2) at least 1 contract.

Contract 2

- 1) Lead Partner: meet the criteria (1) and (2) and (3) at least 1 contract.
- 2) Each Member Partner: meet the criteria (1) or (2) at least 1 contract.

Contract 3

- 1) Lead Partner: meet the criteria (1) and (2) and (3) at least 1 contract.
- 2) Each Member Partner: meet the criteria (1) or (2) at least 1 contract.

Contract 4

- 1) Lead Partner: meet the criteria (1) and (2) and (3) at least 1 contract.
- 2) Each Member Partner: meet the criteria (1) or (2) at least 1 contract.

Contract 5

- 1) Lead Partner: meet the criteria (1) and (2).
- 2) Each Member Partner: meet the criteria (1) or (2) at least 1 contract.

Contract 6:

- 1) Lead Partner: meet the criteria (1) and (2).
- 2) Each Member Partner: Meet the criteria (1) or (2) at least 1 contract.

In consideration of performance records, the following criteria shall be used:

- Works shall be completed and taken over by the employers within 20 (twenty) years counting up to the Tender Submission Date. Copies of the contract agreements and certificates indicating the total construction cost from the employers shall be attached.
- In the case of being a joint venture executing the referred performance records, the Tenderers shall provide certified copies of the contract agreements and the certificates issued by the employers relating to those performance records and the portion of the participation in a joint venture. Should the exact portion be not specified, the MRTA's judgment will prevail.

- 5.4 Tenderers shall have liquid assets or unencumbered real assets or line of credit or other financial means sufficient to meet the construction cash flow during the duration of contract for the following amounts:

(1) In the case of an Individual Firm

Contract 1: not less than 890 MB (*Eight Hundred and Ninety Million Baht*)

Contract 2: not less than 730 MB (*Seven Hundred and Thirty Million Baht*)

Contract 3: not less than 690 MB (*Six Hundred and Ninety Million Baht*)

Contract 4: not less than 690 MB (*Six Hundred and Ninety Million Baht*)

Contract 5: not less than 600 MB (*Six Hundred Million Baht*)

Contract 6: not less than 170 MB (*One Hundred and Seventy Million Baht*).

(2) in the case of Joint Venture

Contract 1

Total not less than 890 MB (*Eight Hundred and Ninety Million Baht*)

- Lead Partner: not less than 450 MB (*Four Hundred and Fifty Million Baht*)
- Each Member Partner: not less than 180 MB (*One Hundred and Eighty Million Baht*).

Contract 2

Total not less than 730 MB (*Seven Hundred and Thirty Million Baht*)

- Lead Partner: not less than 370 MB (*Three Hundred and Seventy Million Baht*)
- Each Member Partner: not less than 150 MB (*One Hundred and Fifty Million Baht*).

Contract 3

Total not less than 690 MB (*Six Hundred and Ninety Million Baht*)

- Lead Partner: not less than 350 MB (*Three Hundred and Fifty Million Baht*)
- Each Member Partner: not less than 140 MB (*One Hundred and Forty Million Baht*).

Contract 4

Total not less than 690 MB (*Six Hundred and Ninety Million Baht*)

- Lead Partner: not less than 350 MB (*Three Hundred and Fifty Million Baht*)
- Each Member Partner: not less than 140 MB (*One Hundred and Forty Million Baht*).

Contract 5

Total not less than 600 MB (*Six Hundred Million Baht*)

- Lead Partner: not less than 300 MB (*Three Hundred Million Baht*)
- Each Member Partner: not less than 120 MB (*One Hundred and Twenty Million Baht*).

5

Contract 6

Total not less than 170 MB (*One Hundred and Seventy Million Baht*)

- Lead Partner: not less than 90 MB (*Ninety Million Baht*)
- Each Member Partner: not less than 40 MB (*Forty Million Baht*).

Exchange rate shall be the selling rate of the Bank of Thailand on 29th November 2021.

- 5.5 Tenderers shall have no consistent history of awards against the Tenderers or any partner of a joint venture regarding litigation or arbitration resulting from contracts executed in the last 5 (five) years or currently under execution.
- 5.6 The joint venture shall satisfy collectively the criteria in Sub-clause 5.1(2), 5.2(2), 5.3(2) and 5.4(2) of this Invitation to Tender.
- 5.7 Tenderers (including all members of joint venture) shall have positive Net Worth for the last 2 years.

6. TENDER SUBMISSION AND TENDER OPENING DATE AND TIME

Tender Submission Date are:

Contract 1: 27th December 2021 not later than 15:00 hours

Contract 2: 27th December 2021 not later than 15:00 hours

Contract 3: 27th December 2021 not later than 15:00 hours

Contract 4: 27th December 2021 not later than 15:00 hours

Contract 5: 27th December 2021 not later than 15:00 hours

Contract 6: 27th December 2021 not later than 15:00 hours.

The time aforesaid shall be based on the clock time of the Tendering room. The Tenderers are required to deposit a Tender Security in the following amounts:

Contract 1: 980 MB (*Nine Hundred and Eighty Million Baht*)

Contract 2: 800 MB (*Eight Hundred Million Baht*)

Contract 3: 760 MB (*Seven Hundred and Sixty Million Baht*)

Contract 4: 760 MB (*Seven Hundred and Sixty Million Baht*)

Contract 5: 660 MB (*Six Hundred and Sixty Million Baht*)

Contract 6: 190 MB (*One Hundred and Ninety Million Baht*)

Tenders shall, then, be processed in compliance with Public Procurement and Supplies Administration Act B.E. 2560 (2017). For Contract 1, Contract 2, Contract 3, Contract 4, Contract 5 and Contract 6, the tenders opening date and time shall be announced later.

7. ISSUE OF TENDER DOCUMENTS

Those who purchase the Tender Documents must be authorized representatives of the prospective tenderers and must present and attach the company's registration documents including a copy of identification card. In case of authority assignment, a power of attorney including copy of ID card of both assigner and assignee shall be attached.

A complete set of MRTA's Tender Documents can be purchased by interested Tenderers at:

Project Procurement Division

Procurement and Service Department

The Mass Rapid Transit Authority of Thailand

175 Rama IX Road, Huai Khwang,

Bangkok 10310

THAILAND

Tel: (662) 716 4000 Ext. 1620

Fax: (662) 716 4031

<http://www.mrta.co.th>

Tender Documents are available for purchase from 11th November 2021 to 24th December 2021 except the MRTA's holidays from 09:00 hours to 15:00 hours and upon payment of a non-refundable fee in the following amounts:

Contract 1: 50,000 Baht (Fifty Thousand Baht) inclusive of VAT

Contract 2: 50,000 Baht (Fifty Thousand Baht) inclusive of VAT

Contract 3: 50,000 Baht (Fifty Thousand Baht) inclusive of VAT

Contract 4: 50,000 Baht (Fifty Thousand Baht) inclusive of VAT

Contract 5: 50,000 Baht (Fifty Thousand Baht) inclusive of VAT

Contract 6: 20,000 Baht (Twenty Thousand Baht) inclusive of VAT

Payment for Tender Documents purchase will be either cash or cashier cheque payable to Mass Rapid Transit Authority of Thailand.

Each Tenderers including all members of joint venture are required to purchase the Tender Documents. Only purchasers of the Tender Documents in the purchasing list are entitled to submit Tenders.

Prospective Tenderers are assumed to have studied and understood the details of the Works, and work site conditions, their own qualifications and these qualifications before purchasing Tender Documents.

Should the Tenderer for any reason whatsoever be in doubt about the meaning of anything contained in the documents or the level of detail in the Tender Documents, the Tenderer shall seek clarification from The Governor of MRTA (Using "Query Form" Enclosure A included in the Tender Document) not later than 26th November 2021. Any such clarification and addendum (if any) will be copied to all Tenderers.

8. COMPLETION TIME

- Contract 1:** The works shall be completed within 2,005 days, inclusive of Integrated System Testing Period, from the commencement date.
- Contract 2:** The works shall be completed within 2,005 days, inclusive of Integrated System Testing Period, from the commencement date.
- Contract 3:** The works shall be completed within 2,005 days, inclusive of Integrated System Testing Period, from the commencement date.
- Contract 4:** The works shall be completed within 2,005 days, inclusive of Integrated System Testing Period, from the commencement date.
- Contract 5:** The works shall be completed within 2,005 days, inclusive of Integrated System Testing Period, from the commencement date.
- Contract 6:** The works shall be completed within 2,005 days, inclusive of Integrated System Testing Period, from the commencement date.

9. ELIGIBILITY OF TENDERERS

This Tendering is open to juristic person, group of juristic persons, firms, joint ventures from all countries. However, the foreign Contractor(s) are required to form joint venture with eligible and qualified Thai Contractor(s). Leader of the joint venture shall have the most shareholding proportion.

In case of being a joint venture, each member of the joint venture shall be jointly and severally responsible for the execution of the Works and performance of the Contract. Each tenderer including all members of joint venture are required to register to the e-GP (Electronic Government Procurement), shall not be those who are prohibited to participate in the Tender under Public Procurement and Supplies Administration Act B.E. 2560 (2017).

MRTA reserves the right to amend the Contract or Conditions of Contract according to the comments of the Office of the Attorney General, or the Government Cabinet, or the Ministry of Transport, or the Ministry of Finance, or MRTA's Board of Director, if any.

The Contractor shall be aware that, MRTA shall assess work performance in accordance with the Public Procurement and Supplies Administration Act B.E. 2560 (2017), Section 106 and the Regulation of the Ministry of Finance on Public Procurement and Supplies Administration, Clause 190 and 191. The result of such assessment shall affect the Contractor's ability for the future tendering of the Public Procurement.

In accordance with Section 18 and Section 19 of the Public Procurement and Supplies Administration Act B.E. 2560 (2017), the Tenderer shall sign and adhere to the provisions of the "Integrity Pact" and "Tenderer Checklist for Project over 500 Million Baht" in the form given in Appendix 9 and Appendix 10 to this Instruction to Tenderers.

10. PARTICULAR CONDITIONS TO TENDERERS

- 10.1 The source of funds, for this project, shall be provided by the Ministry of Finance, it may be either domestic or foreign funds or both, therefore, MRTA reserved the rights to amend the condition of the tender according to the condition(s) from source(s) of funding.

10.2 MRTA reserves the right to cancel this Tendering process at any time at its own discretion without incurring any liability to any tenderer.

Announced on 11th November 2021



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(Mr. Pakapong Sirikantaramas)

Governor

Mass Rapid Transit Authority of Thailand