

# รายงานปิดโครงการ (Project Completion Report)

โครงการก่อสร้างถนนจากภูตู่ (อ.บ้านโคก จ.อุตรดิตถ์)  
ถึง เมืองปากลาย แขวงไชยบุรี สปป.ลาว



จัดทำโดย  
สำนักบริหารโครงการ  
ธันวาคม 2558

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แขวงไชยะบุรี สปป.ลาว
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## คำย่อ

คพพ.	คณะกรรมการบริหารสำนักงานความร่วมมือพัฒนาเศรษฐกิจกับประเทศเพื่อนบ้าน
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ผอ. สพพ.	ผู้อำนวยการสำนักงานความร่วมมือพัฒนาเศรษฐกิจกับประเทศเพื่อนบ้าน
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สบค.	สำนักบริหารโครงการ
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NEDA	Neighbouring Countries Economic Development Cooperation Agency (Public Organization)



## บทที่ 1

### หลักการและเหตุผล

ตามที่สำนักงานความร่วมมือพัฒนาเศรษฐกิจกับประเทศเพื่อนบ้าน (องค์การมหาชน) (สพพ.) ได้มีประกาศ สพพ. เรื่อง การประเมินผลโครงการที่เสร็จแล้ว ลงวันที่ 25 กรกฎาคม 2549 (ภาคผนวก 1) ให้สำนักงานดำเนินการประเมินผลเพื่อจัดทำรายงานปิดโครงการสำหรับโครงการให้ความช่วยเหลือทางการเงินแก่ประเทศเพื่อนบ้านหลังจากเสร็จเรียบร้อยแล้ว 1 ปี ซึ่งเป็นการรวบรวมข้อมูลของโครงการทั้งในแง่วิศวกรรมและค่าใช้จ่ายในการดำเนินโครงการ รวมถึงปัญหาและอุปสรรคที่เกิดขึ้นในระหว่างดำเนินโครงการ เช่น การติดตามเร่งรัดโครงการ การเบิกจ่ายเงินและการจัดหาที่ปรึกษาและผู้รับเหมา เป็นต้น โดยมีวัตถุประสงค์เปรียบเทียบความสำเร็จของโครงการที่เกิดขึ้น มีความสอดคล้องกับขอบเขตงานของโครงการ วัตถุประสงค์ เป้าหมาย ค่าใช้จ่ายและระยะเวลาในการดำเนินงาน ที่กำหนดไว้ในสัญญาความช่วยเหลือทางการเงินระหว่าง สพพ. กับ ผู้รับความช่วยเหลือ ทั้งนี้ เพื่อให้รายงานปิดโครงการดังกล่าวเป็นบทเรียนสำหรับการปฏิบัติงานของ สพพ. และผู้รับความช่วยเหลือสำหรับโครงการในอนาคตต่อไป

### วัตถุประสงค์

จัดทำรายงานปิดโครงการ โดยประเมินความสำเร็จโครงการก่อสร้างถนนจากภูตู๋ (อ.บ้านโคก จ.อุตรดิตถ์) –เมืองปากลาย แขวงไชยบุรี สปป.ลาว ที่ดำเนินการเสร็จแล้วเปรียบเทียบกับขอบเขตโครงการตามสัญญาความช่วยเหลือทางการเงินระหว่าง สพพ. กับ สปป.ลาว

## บทที่ 2

### ความเป็นมาของโครงการ

สปป. ลาว ให้ความสำคัญกับการพัฒนาและปรับปรุงระบบโครงสร้างพื้นฐานด้านการคมนาคม รวมถึงเส้นทางแนวพื้นที่เศรษฐกิจเชียงใหม่ – เวียงจันทน์ (Chiang Mai – Vientiane Economic Corridor: CVEC) ซึ่งมีระยะทางทั้งสิ้น 629 กิโลเมตร ครอบคลุมอาณาเขต 5 จังหวัดในภาคเหนือของไทย ระยะทาง 391 กิโลเมตร (เชียงใหม่ ลำพูน ลำปาง แพร่ และอุตรดิตถ์) และ 3 แขวงของ สปป.ลาว ระยะทาง 238 กิโลเมตร (ไชยะบุรี เวียงจันทน์ และนครหลวงเวียงจันทน์) ตามแผนพัฒนาเศรษฐกิจและสังคมแห่งชาติฉบับที่ 7 ของ สปป.ลาว ปี พ.ศ. 2554-2558 และสอดคล้องกับยุทธศาสตร์ที่ 5 ในแผนพัฒนาเศรษฐกิจและสังคมแห่งชาติฉบับที่ 11 ของประเทศไทย ปี พ.ศ. 2555-2559 สำหรับโครงการก่อสร้างถนนจากภูตู (อ.บ้านโคก จ.อุตรดิตถ์) – เมืองปากลาย แขวงไชยะบุรี สปป.ลาว ที่อยู่บนเส้นทางแนวพื้นที่เศรษฐกิจที่กล่าว จะมีจุดเริ่มต้นบริเวณตำบลบ้านภูตู อำเภอบ้านโคก จังหวัดอุตรดิตถ์ ซึ่งการพัฒนาเส้นทางดังกล่าว จะสนับสนุนการยกระดับจุดผ่อนปรนทางการค้าชายแดนเป็นจุดผ่านแดนถาวร และจะเป็นการสนับสนุนและส่งเสริมการขยายตัวด้านการค้าชายแดน การลงทุน และการท่องเที่ยว ทั้งในฝั่งประเทศไทยและสปป.ลาว มากยิ่งขึ้น อีกทั้งถนนสายภูตู-ปากลาย จะเชื่อมโยงกับนครหลวงเวียงจันทน์ ผ่านถนนหมายเลข 11 ที่ สพพ. ให้ความช่วยเหลือไปก่อนหน้านี้ จึงจะเป็นการเพิ่มประสิทธิภาพระบบคมนาคมขนส่งระหว่างภาคเหนือตอนล่าง (จังหวัดอุตรดิตถ์)ของไทย และนครหลวงเวียงจันทน์ของ สปป. ลาว ให้มีความสมบูรณ์มากยิ่งขึ้น ดังนั้น สปป. ลาว จึงได้ขอรับความช่วยเหลือทางการเงินจาก สพพ. เพื่อดำเนินโครงการก่อสร้างถนนจากภูตู (อำเภอบ้านโคก จ.อุตรดิตถ์) – เมืองปากลาย แขวงไชยะบุรี สปป.ลาว ตามที่กล่าว เพื่อจะเป็นแนวเชื่อมโยงกับเขตเศรษฐกิจและแนวพื้นที่เศรษฐกิจอื่นๆ เช่น แนวพื้นที่เศรษฐกิจเหนือ-ใต้ (North-south Economic Corridor: NSEC) แนวพื้นที่เศรษฐกิจตะวันออก-เฉียงเหนือ (Northeastern Economic Corridor: NEEC) รวมถึงแนวพื้นที่เศรษฐกิจตะวันออก-ตะวันตก (East-West Economic Corridor: EWEC) ซึ่งสามารถเชื่อมโยงจากเมืองเมียวดี เมียนมาร์ ผ่านอำเภอแม่สอด จังหวัดตาก และผ่านจังหวัดสุโขทัย เข้าสู่จังหวัดอุตรดิตถ์ และต่อไปยังเมืองปากลาย แขวงไชยะบุรี รวมถึงแขวงหลวงพระบาง สปป.ลาว ต่อไปได้

สพพ. ได้ให้ความช่วยเหลือทางวิชาการในรูปแบบของเงินให้เปล่า (Grant) เพื่อศึกษาความเหมาะสมของโครงการและจัดทำแบบรายละเอียดของงานก่อสร้าง (Detailed Design) ในช่วงของการจัดเตรียมโครงการเพื่อใช้เป็นข้อมูลประกอบการดำเนินงาน ต่อมา เมื่อวันที่ 1 พฤษภาคม 2555 คณะรัฐมนตรีได้มีมติเห็นชอบให้กระทรวงการคลังดำเนินการให้ความช่วยเหลือทางการเงินแก่ สปป.ลาว วงเงินรวม 718 ล้านบาท โดยแบ่งเป็นเงินกู้เงื่อนไขผ่อนปรนในอัตราร้อยละ 80 หรือคิดเป็นวงเงินไม่เกิน 574.40 ล้านบาท และเงินให้เปล่าในอัตราร้อยละ 20 หรือคิดเป็นวงเงินไม่เกิน 143.60 ล้านบาท เพื่อเป็นค่าใช้จ่ายสำหรับดำเนินโครงการก่อสร้างถนนจากภูตู (อ.บ้านโคก จ.อุตรดิตถ์) – เมืองปากลาย แขวงไชยะบุรี สปป.ลาว

ในการนี้ รัฐมนตรีว่าการกระทรวงการเงิน สปป. ลาว และผู้อำนวยการ สปป. ได้ร่วมลงนามใน สัญญาเงินกู้โครงการก่อสร้างถนนจากภูตู (อ.บ้านโคก จ.อุตรดิตถ์) – เมืองปากลาย แขวงไชยะบุรี สปป.ลาว เมื่อวันที่ 2 มิถุนายน 2555 (ภาคผนวก 2)

## บทที่ 3

### 1. ข้อมูลพื้นฐานของโครงการ

โครงการก่อสร้างถนนจากภูคู้ (อ.บ้านโคก จ.อุดรดิตถ์) – เมืองปากลาย แขวงไชยะบุรี สปป.ลาว เป็นการสนับสนุนการพัฒนาภายใต้กลุ่มความร่วมมือทางเศรษฐกิจกับประเทศเพื่อนบ้านของกลุ่มอนุภูมิภาค ลุ่มแม่น้ำโขง (Greater Mekong Sub region: GMS) บนเส้นทางแนวพื้นที่เศรษฐกิจเชียงใหม่ – เวียงจันทน์ (Chiang Mai – Vientiane Economic Corridor: CVEC) โดยเป็นการเชื่อมโยงและเพิ่มประสิทธิภาพ เพื่อให้เกิดการขยายตัวด้านการค้าชายแดน การลงทุน และการท่องเที่ยว ทั้งในฝั่งไทยและ สปป.ลาว โดยถนนสายภูคู้-ปากลาย จะเชื่อมโยงกับนครหลวงเวียงจันทน์ผ่านถนนหมายเลข 11 (ช่วงบ้านตาดทอง-เมืองสังทอง-น้ำสั้ง สปป.ลาว) ซึ่งกระทรวงการคลัง โดยสพพ. ได้ให้ความช่วยเหลือทางการเงินเพื่อปรับปรุงถนนไปก่อนหน้านี้แล้ว นอกจากนี้ สพพ. อยู่ระหว่างการให้ความช่วยเหลือทางวิชาการแก่ สปป. ลาว ในการจัดทำ Detailed Design โครงการปรับปรุงถนนหมายเลข 11 ช่วงบ้านครกข้าวตอก – เมืองसानะคาม – บ้านวัง – บ้านน้ำสั้ง แขวงเวียงจันทน์ ซึ่งเป็นถนนที่เชื่อมต่อระหว่างด่านภูคู้ (อ.บ้านโคก จ.อุดรดิตถ์) – เมืองปากลาย แขวงไชยะบุรี กับ ถนนหมายเลข 11 ในช่วงต้นที่ดำเนินการแล้วเสร็จ และเมื่อมีการพัฒนาถนนทุกเส้นทางที่กล่าวเสร็จแล้ว จะทำให้ระบบคมนาคมขนส่งระหว่างภาคเหนือตอนล่าง (จังหวัดอุดรดิตถ์) และนครหลวงเวียงจันทน์มีความสมบูรณ์และมีประสิทธิภาพมากยิ่งขึ้น

นอกจากนี้ ประชาชนที่อาศัยอยู่ในเขตพื้นที่โครงการและพื้นที่ใกล้เคียงจะได้รับประโยชน์ โดยตรงจากการก่อสร้างถนนสายนี้ โดยสามารถเดินทางเข้าถึงสิ่งอำนวยความสะดวกต่าง ๆ รวมถึงโอกาสในการประกอบอาชีพ เช่น การค้าชายแดน ซึ่งปัจจุบันการค้าชายแดนระหว่างไทยกับ สปป.ลาว ตามแนวพื้นที่ CVEC มีทั้งที่เป็นทางการและไม่เป็นทางการ เริ่มตั้งแต่จังหวัดอุดรดิตถ์ที่จุดผ่อนปรนช่องภูคู้-ด่านประเพณีผาแก้ว เมืองปากลาย แขวงไชยะบุรี ของ สปป.ลาว และช่วงเส้นทางที่เลียบริมแม่น้ำโขงจากเมืองसानะคาม แขวงเวียงจันทน์ ไปจนถึงนครหลวงเวียงจันทน์ นอกจากนี้ ยังเป็นการส่งเสริมให้มีการแลกเปลี่ยนทางวัฒนธรรมและประเพณีระหว่างกันอีกด้วย

**ข้อมูลของโครงการก่อสร้างถนนจากภูคู้ (อ.บ้านโคก จ.อุดรดิตถ์) –เมืองปากลาย แขวงไชยะบุรี สปป.ลาว ตามสัญญาความช่วยเหลือทางการเงินระหว่างกระทรวงการคลัง (ไทย) กับกระทรวงการเงิน (สปป. ลาว) มีสาระสำคัญสรุปได้ดังนี้**

ชื่อโครงการ	โครงการก่อสร้างถนนจากภูคู้ (อ.บ้านโคก จ.อุดรดิตถ์) – เมืองปากลาย แขวงไชยะบุรี สปป.ลาว
หน่วยงานที่เกี่ยวข้อง	ประเทศไทย สพพ. กระทรวงการคลัง สปป. ลาว Ministry of Finance และ Ministry of Public Works and Transport

วัตถุประสงค์	เพื่อพัฒนาเส้นทางคมนาคมบนเส้นทางแนวพื้นที่เศรษฐกิจเชียงใหม่ – เวียงจันทน์ (Chiang Mai – Vientiane Economic Corridor: CVEC) เพื่อส่งเสริมมีการขยายตัวด้านการค้าชายแดน การลงทุน และการท่องเที่ยวทั้งในฝั่งประเทศไทย และสปป.ลาว มากขึ้น	
มติคณะรัฐมนตรี	1 พฤษภาคม 2555 อนุมัติให้กระทรวงการคลังดำเนินการให้ความช่วยเหลือทางการเงินแก่ สปป.ลาว	
วันลงนามสัญญา	2 มิถุนายน 2555	
วงเงินกู้	718 ล้านบาท แบ่งเป็น <ul style="list-style-type: none"> <li>- เงินให้เปล่าร้อยละ 20 หรือคิดเป็นวงเงินไม่เกิน 143.60 ล้านบาท</li> <li>- เงินกู้เงื่อนไขผ่อนปรนร้อยละ 80 หรือคิดเป็นวงเงินไม่เกิน 574.40 ล้านบาท</li> </ul>	
หมวดค่าใช้จ่าย	แบ่งเป็นค่าใช้จ่ายในหมวดต่างๆ ดังนี้ <ul style="list-style-type: none"> <li>- ค่างานก่อสร้าง <span style="float: right;">661 ล้านบาท</span> <ul style="list-style-type: none"> <li>(งานก่อสร้างถนน <span style="float: right;">568 ล้านบาท</span>)</li> <li>(งานก่อสร้างอาคารด่าน <span style="float: right;">93 ล้านบาท</span>)</li> </ul> </li> <li>- ค่าวิศวกรที่ปรึกษาควบคุมงาน <span style="float: right;">33 ล้านบาท</span></li> <li>- ค่าบริหารจัดการ <span style="float: right;">4 ล้านบาท</span></li> <li>- ค่าเพื่อเหลือเฟือขาด <span style="float: right;">20 ล้านบาท</span></li> </ul>	
เงื่อนไขทางการเงิน	<ul style="list-style-type: none"> <li>- อัตราดอกเบี้ยร้อยละ 1.5 ต่อปี</li> <li>- ระยะเวลาชำระคืนเงินต้น 30 ปี (รวมระยะเวลาปลอดหนี้ 10 ปี)</li> <li>- ชำระดอกเบี้ย 2 ครั้ง / ปี ทุกวันที่ 1 กุมภาพันธ์ และ 1 สิงหาคม</li> </ul>	
เงื่อนไขอื่นๆ	<ul style="list-style-type: none"> <li>- ต้องใช้ผู้รับเหมาก่อสร้างและวิศวกรที่ปรึกษาควบคุมการก่อสร้างที่เป็นนิติบุคคลภายใต้กฎหมายไทย</li> <li>- ต้องใช้สินค้าและบริการจากประเทศไทยไม่น้อยกว่าร้อยละ 50 ของมูลค่าสินค้าและบริการทั้งหมด</li> <li>- สัญญาเงินกู้ต้องอยู่ภายใต้กฎหมายไทย</li> <li>- เงินกู้ภายใต้สัญญาฯ ไม่สามารถนำไปจ่ายเป็นค่าภาษีอากรและค่าธรรมเนียมต่างๆ ที่เกิดขึ้นภายใต้โครงการ</li> </ul>	
ผู้ให้กู้ (Lender)	สำนักงานความร่วมมือพัฒนาเศรษฐกิจกับประเทศเพื่อนบ้าน (องค์การมหาชน) (สพพ.)	
วันสิ้นสุดการเบิกจ่าย	2 มิถุนายน 2561	

## 2. ขอบเขตของโครงการ

งานก่อสร้าง ประกอบด้วย งานก่อสร้างอาคารด่านฝั่งลาว และงานก่อสร้างถนนจากภูคู้-เมืองปากลาย มีระยะทางรวมประมาณ 32 กิโลเมตร โดยแบ่งได้เป็น 2 ส่วน

- 1) เส้นทางหลักของโครงการ มีจุดเริ่มต้นด้านช่องภูคู้ จังหวัดอุตรดิตถ์และมีจุดสิ้นสุดที่บ้านแก่งสาว เมืองปากลาย สปป. ลาว ระยะทางรวม 27.6 กิโลเมตร
- 2) เส้นทางท้องถิ่นระยะทางรวม 4.3 กิโลเมตร แบ่งเป็น 2 ช่วง ได้แก่
  - ช่วงที่ 1 บริเวณบ้านผาแก้ว ระยะทาง 1.8 กิโลเมตร
  - ช่วงที่ 2 บริเวณบ้านบ่มเลา ระยะทาง 2.5 กิโลเมตร

## 3. ข้อมูลด้านการดำเนินโครงการ

Department of Roads, Ministry of Public Works and Transport สปป. ลาว ได้ว่าจ้างผู้รับเหมาก่อสร้างและวิศวกรที่ปรึกษาควบคุมงานก่อสร้าง ดังนี้

### 3.1 ผู้รับเหมาก่อสร้าง (Contractor)

- บริษัท ช. การช่าง จำกัด (มหาชน)
- ลงนามในสัญญาว่าจ้างเมื่อวันที่ 30 พฤศจิกายน 2555
- วงเงินรวม 660.00 ล้านบาท
- ระยะเวลาดำเนินงาน 18 เดือน เป็นไปตามสัญญาก่อสร้าง โดยมีรายละเอียด ดังนี้
  - เริ่มก่อสร้างวันที่ 10 ธันวาคม 2555
  - สิ้นสุดสัญญาก่อสร้างในเดือนพฤษภาคม 2557
  - ส่งมอบเดือนมิถุนายน 2557 และมีระยะเวลาประกันผลงาน 365 วัน
  - สัญญาจ้างผู้รับเหมาก่อสร้างปรากฏตามภาคผนวก 3

### 3.2 วิศวกรที่ปรึกษาควบคุมงานก่อสร้าง (Construction Supervision Consultant)

- บริษัท ปัญญา คอนซัลแตนท์ จำกัด
- ลงนามในสัญญาว่าจ้างเมื่อวันที่ 30 พฤศจิกายน 2555
- วงเงินรวมทั้งสิ้น 32.947 ล้านบาท
- ระยะเวลาดำเนินงาน 18 เดือน เป็นไปตามจ้างวิศวกรที่ปรึกษาโดยมีรายละเอียด ดังนี้
  - เริ่มก่อสร้างวันที่ 10 ธันวาคม 2555
  - สิ้นสุดสัญญาก่อสร้างในเดือนพฤษภาคม 2557
  - ส่งมอบเดือนมิถุนายน 2557 และมีระยะเวลาประกันผลงาน 365 วัน
  - สัญญาจ้างวิศวกรที่ปรึกษาปรากฏตามภาคผนวก 4

## บทที่ 4

### ผลการดำเนินโครงการ

#### 1. รูปแบบงานก่อสร้าง

โครงการก่อสร้างถนนจากภูคู้ (อ.บ้านโคก จ.อุดรดิตถ์) – เมืองปากลาย แขวงไชยบุรี สปป.ลาว ได้มีการจัดทำ Detailed Design ของงานก่อสร้างทั้งงานถนนและงานอาคารด้านถาวรไว้แล้ว โดย สพพ. ได้ให้ความช่วยเหลือทางวิชาการแก่ สปป. ลาว ในการจัดทำแบบก่อสร้างตามที่กล่าว ดังนั้น สปป. ลาว จึงสามารถนำแบบก่อสร้างมาดำเนินโครงการได้ทันที

#### 2. การดำเนินงานของผู้รับเหมาก่อสร้างและวิศวกรที่ปรึกษา

กรมชวาท กระทรวงโยธาธิการและขนส่ง สปป. ลาว ซึ่งเป็นหน่วยงานปฏิบัติในโครงการดังกล่าวได้คัดเลือกบริษัทผู้รับเหมาก่อสร้างและบริษัทวิศวกรที่ปรึกษาสัญชาติไทยเป็นผู้ดำเนินโครงการดังกล่าว ประกอบด้วย

2.1 บริษัท ช. การช่าง จำกัด (มหาชน) เป็นผู้รับเหมาก่อสร้าง ในวงเงินรวม 660.00 ล้านบาท มีระยะเวลาในการก่อสร้างรวมทั้งสิ้น 18 เดือน โดยมีการลงนามในสัญญาจ้างบริษัท ช. การช่างฯ เมื่อวันที่ 30 พฤศจิกายน 2555 และเริ่มปฏิบัติงานวันที่ 10 ธันวาคม 2555

2.2 บริษัท ปัญญา คอนซัลแตนท์ จำกัด เป็นวิศวกรที่ปรึกษาควบคุมงานก่อสร้างในวงเงิน 32.947 ล้านบาท

#### 3. การขออนุมัติใช้เงินเพิ่มเติม (Variation Order)

ต่อมา สปป. ลาว เสนอขอใช้ค่าเผื่อเหลือเผื่อขาด (Contingency) ในวงเงิน 21,026,000 บาท (ซึ่งเกินจากรวงเงินเดิมของหมวดนี้ที่เคยอนุมัติไว้คือ 20,000,000 ล้านบาท) เพื่อเป็นค่าก่อสร้างถนนเพิ่มเติมจำนวน 9 เส้นทาง ค่าจัดซื้อวัสดุอุปกรณ์เพื่อใช้ปฏิบัติงานในอาคารด้านผาแก้ว รวมถึงค่าจัดจ้างที่ปรึกษาควบคุมงานก่อสร้าง อย่างไรก็ตาม สพพ. ได้พิจารณาเรื่องดังกล่าวและเห็นว่า งานก่อสร้างถนนเพิ่มเติมตามที่ สปป. ลาว เสนอ ไม่อยู่ภายใต้ขอบเขตการดำเนินงานตามที่กำหนดไว้ในสัญญาฯ จึงไม่อนุมัติให้ดำเนินการ แต่อนุมัติให้ สปป. ลาว จัดซื้ออุปกรณ์สำนักงานเพื่อใช้ในการปฏิบัติงานในอาคารด้านผาแก้ว เป็นจำนวนเงิน 382,000 บาท ซึ่งสอดคล้องกับสัญญาการให้ความช่วยเหลือทางการเงินที่กล่าว โดยให้เบิกจ่ายผ่านหมวดค่าบริหารจัดการภายใต้สัญญาฯ

#### 4. งานก่อสร้าง (Civil Work) และระยะเวลาการก่อสร้าง

โครงการก่อสร้างถนนจากภูคู้ (อ.บ้านโคก จ.อุดรดิตถ์) – เมืองปากลาย แขวงไชยบุรี สปป.ลาว ประกอบด้วยงานก่อสร้างอาคารด้านถาวร และงานก่อสร้างถนนระยะทางรวมประมาณ 32 กิโลเมตร โดยงานก่อสร้างถนนตามที่กล่าวมีผิวถนนเป็นแบบ Asphaltic Concrete แบ่งได้เป็น 2 ส่วน

1) เส้นทางหลักของโครงการ มีจุดเริ่มต้นด้านช่องภูคู้ จังหวัดอุดรดิตถ์ และมีจุดสิ้นสุดที่บ้านแก่งสวาง เมืองปากลาย สปป. ลาว ระยะทางรวม 27.6 กิโลเมตร

2) เส้นทางท้องถิ่นระยะทางรวม 4.3 กิโลเมตร แบ่งเป็น 2 ช่วง ได้แก่

- ช่วงที่ 1 บริเวณบ้านผาแก้ว ระยะทาง 1.8 กิโลเมตร
- ช่วงที่ 2 บริเวณบ้านบ่มเลา ระยะทาง 2.5 กิโลเมตร

ตามสัญญาจ้างก่อสร้างกำหนดระยะเวลาให้ผู้รับเหมาดำเนินการก่อสร้างให้เสร็จภายใน 18 เดือน โดยเริ่มปฏิบัติงานเมื่อวันที่ 10 ธันวาคม 2555 สิ้นสุดการก่อสร้างเดือนมิถุนายน 2557 ทั้งนี้ ผู้รับเหมาก่อสร้างสามารถดำเนินการได้แล้วเสร็จตามระยะเวลาที่กำหนด และเส้นทางดังกล่าวเปิดใช้งานในเดือนมิถุนายน 2557 เช่นกัน

## 5. งานควบคุมการก่อสร้าง (Construction Supervision)

วิศวกรที่ปรึกษาควบคุมงานก่อสร้างปฏิบัติงานในโครงการสรุปได้ ดังนี้

- 5.1 ควบคุมและกำกับกรปฏิบัติงานของผู้รับเหมาก่อสร้างให้เป็นไปตามแผนงานที่กำหนดไว้
- 5.2 จัดเตรียมข้อมูลและแบบก่อสร้างต่างๆ ของงานก่อสร้าง
- 5.3 ประสาน สปป. ลาว ให้ดำเนินการย้ายเสาไฟและจัดระเบียบสายไฟที่อยู่บนเส้นทางดังกล่าว
- 5.4 ตรวจสอบคุณภาพของวัสดุ อุปกรณ์ก่อสร้าง และเครื่องจักรต่างๆ ที่จะใช้ในการปฏิบัติงานของผู้รับเหมาก่อสร้าง
- 5.5 วางแผนและกำกับดูแลการก่อสร้าง บริหารจัดการสัญญาการก่อสร้างให้เป็นไปตามเงื่อนไขของทั้งสัญญาจ้างเหมาก่อสร้างและสัญญาเงินกู้ รวมไปถึงการควบคุมคุณภาพของงานก่อสร้าง เพื่อให้เป็นไปตามมาตรฐานที่กำหนดไว้ในสัญญา
- 5.6 บริหารจัดการเรื่องงานเอกสาร สัญญา และการเบิกจ่ายเงินค่าก่อสร้างให้แก่ผู้รับเหมาก่อสร้าง และของกลุ่มวิศวกรที่ปรึกษา รวมไปถึงตรวจสอบปริมาณงานก่อสร้างให้สอดคล้องกับการขอเบิกเงิน
- 5.7 บริหารจัดการโครงการให้เป็นไปตามแผนงานที่กำหนดไว้ในกรณีที่เกิดปัญหาสำหรับงานก่อสร้าง วิศวกรที่ปรึกษาจะนำเสนอแนวทางและวิธีการแก้ไขปัญหาเพื่องานก่อสร้างสามารถดำเนินการต่อไปได้ และแล้วเสร็จได้ทันตามกำหนดเวลา
- 5.8 จัดทำรายงานความก้าวหน้ารายเดือนและรายไตรมาสของโครงการ รวมทั้ง จัดทำรายงานปิดโครงการ
- 5.9 จัดให้มีการตรวจสอบพื้นที่โครงการเป็นระยะในระหว่างช่วงเวลาประกันผลงาน

## 6. การเบิกจ่ายเงินโครงการ

6.1 โครงการก่อสร้างถนนจากภูตู (อ.บ้านโคก จ.อุดรดิตถ์) – เมืองปากกลาย แขวงไชยบุรี สปป.ลาว ได้เริ่มการเบิกจ่ายเงินงวดแรกเมื่อวันที่ 6 มีนาคม 2556 โดยมีการเบิกจ่ายรวมทั้งสิ้น 39 งวด แบ่งเป็น

- ค่าก่อสร้าง 20 งวด จำนวน 660,000,000 บาท
- ค่าที่ปรึกษา 10 งวด จำนวน 32,974,000 บาท
- ค่าบริหารจัดการ 9 งวด จำนวน 4,156,048.64 บาท

สรุปมีการเบิกจ่ายเงินในแต่ละหมวดค่าใช้จ่ายที่กำหนดไว้ตามสัญญาความช่วยเหลือทางการเงินได้ดังนี้



หน่วย : บาท

หมวดค่าใช้จ่าย	วงเงินตามสัญญาเงินกู้	วงเงินตามสัญญาจ้าง	เบิกจ่ายจริง	ร้อยละ
ค่าก่อสร้าง	661,000,000.00	660,000,000.00	660,000,000.00	100
ค่าวิศวกรที่ปรึกษา	33,000,000.00	32,974,000.00	32,974,000.00	100
ค่าบริหารจัดการ	4,000,000.00	4,382,000.00	4,156,048.64	94.25
ค่าเผื่อเหลือเผื่อขาด	20,000,000.00			
<b>รวม</b>	<b>718,000,000.00</b>	<b>697,356,000.00</b>	<b>697,130,048.64</b>	<b>99.95</b>

6.2 เมื่อพิจารณาการเบิกจ่ายของโครงการในภาพรวมแล้วพบประเด็นสำคัญต่างๆ ดังนี้

1) การเบิกจ่ายเงินในส่วนค่าใช้จ่ายในการดำเนินโครงการมีจำนวนเงินรวมทั้งสิ้น 697,130,048.64 บาท หรือคิดเป็นร้อยละ 99.95 ของวงเงินที่ผูกพันไว้ (ภาคผนวก 5)

2) สพพ. สามารถตรวจสอบความถูกต้องของเอกสารและเบิกจ่ายเงินของแต่ละงวดให้แก่ผู้รับเหมาก่อสร้างและวิศวกรที่ปรึกษาตามคำขอเบิกจ่ายเงินของ สปป. ลาว ได้ภายใน 7 วัน ทุกงวด

3) โครงการดังกล่าวสามารถเบิกจ่ายเงินได้หมดภายในระยะเวลาที่กำหนดไว้ในสัญญาเงินกู้คือวันที่ 2 มิถุนายน 2561 ซึ่งแสดงให้เห็นถึงประสิทธิภาพในการบริหารจัดการและการเบิกจ่ายเงินของโครงการได้เป็นอย่างดี

4) การชำระคืนเงินต้น รัฐบาล สปป. ลาว จะต้องชำระคืนเงินต้นเฉพาะในส่วนของเงินกู้ คิดเป็นจำนวนเงินทั้งสิ้น 557,919,438.89 บาท โดยแบ่งชำระปีละ 2 ครั้ง เป็นจำนวนรวมทั้งสิ้น 40 งวด (งวดแรก วันที่ 1 สิงหาคม 2565 – งวดสุดท้าย วันที่ 1 กุมภาพันธ์ 2585 รายละเอียดการชำระปรากฏตามตารางการชำระคืนเงินต้น (Amortization Schedule) (ภาคผนวก 6)

## 7. การใช้สินค้าและบริการจากประเทศไทย

7.1 บริษัทผู้รับเหมาก่อสร้างได้ใช้สินค้า วัสดุ อุปกรณ์ก่อสร้างและเครื่องจักรต่างๆ ส่วนใหญ่จากประเทศไทย เช่น ยางมะตอย น้ำมัน เหล็กเส้น และอะไหล่เครื่องจักรทั้งหมดนำเข้าจากประเทศไทย

7.2 งานส่วนใหญ่เป็นงานด้านเทคนิควิศวกรรม บริษัท ช. การช่างฯ จึงใช้วิศวกรจากประเทศไทย รวมถึงอุปกรณ์เครื่องจักรก่อสร้างไปปฏิบัติงานใน สปป. ลาว โดยจะใช้แรงงานท้องถิ่นเฉพาะในส่วน of unskilled labor เท่านั้น

7.3 บริษัทผู้รับเหมาก่อสร้างมีการใช้สินค้าและบริการจากประเทศไทยคิดเป็นเงินรวม 545 ล้านบาท หรือคิดเป็นร้อยละ 82.45 ของมูลค่าค่าก่อสร้างทั้งหมด

7.4 งานบริการวิศวกรที่ปรึกษาควบคุมงานก่อสร้างใช้สินค้าและบริการจากประเทศไทยมูลค่าประมาณ 25.50 ล้านบาท หรือคิดเป็นร้อยละ 77.27 ของมูลค่าค่าบริการที่ปรึกษาทั้งหมด

7.5 เมื่อรวมมูลค่าการใช้สินค้าและบริการจากประเทศไทยทั้งหมดของโครงการคิดเป็นเงินจำนวน 570.50 ล้านบาท คิดเป็นร้อยละ 79.45 ของมูลค่าโครงการทั้งหมด (ภาคผนวก 7)

## 8. ศักยภาพของผู้รับเหมาก่อสร้างและวิศวกรที่ปรึกษา

จากการติดตามความก้าวหน้าโครงการและประชุมรับฟังความเห็นของสปป. ลาว เกี่ยวกับประสิทธิภาพและศักยภาพการปฏิบัติงานของผู้รับเหมาก่อสร้างและวิศวกรที่ปรึกษาควบคุมงานก่อสร้างจากประเทศไทย สามารถสรุปสาระสำคัญได้ ดังนี้

### 8.1 ผู้รับเหมาก่อสร้าง

รัฐบาล สปป. ลาว มีความพึงพอใจในผลการปฏิบัติงานและการก่อสร้างของบริษัท ช. การช่างฯ เป็นอย่างมาก แม้ว่าในช่วงเริ่มต้นโครงการจะติดปัญหาเรื่อง Master List (การนำเข้าเครื่องจักร อุปกรณ์ และเชื้อเพลิงเพื่อการก่อสร้าง เข้ามาในพื้นที่ก่อสร้างใน สปป.ลาว) และปัญหาอื่น ซึ่งโครงการมีโอกาสที่จะดำเนินการเสร็จล่าช้า แต่บริษัท ช. การช่างฯ ซึ่งเป็นบริษัทผู้รับเหมาก่อสร้างขนาดใหญ่ที่มีความพร้อมทั้งในด้านของทรัพยากร และเงินทุนหมุนเวียน อีกทั้งยังมุ่งเป้าหมายไปที่ผลสำเร็จของโครงการ จึงได้วางกรอบระยะเวลาการทำงานที่ค่อนข้างกระชับ และระดมอุปกรณ์เครื่องจักรต่างๆ เข้ามาปฏิบัติงานเป็นจำนวนมาก จึงสามารถเร่งงานก่อสร้างที่ล่าช้าให้แล้วตามแผนการดำเนินงานได้ นอกจากนี้ แม้ว่าในระหว่างการปฏิบัติงาน ผู้รับเหมาก่อสร้างได้ประสบปัญหาและอุปสรรคต่างๆ เช่น ปัญหาทางด้านกายภาพของพื้นที่โครงการ ผู้รับเหมาก่อสร้างก็ได้ประสานงานกับฝ่าย สปป.ลาว ซึ่งมอบหมายผู้มีอำนาจตัดสินใจไปช่วยบริหารจัดการ เมื่อเกิดปัญหาในพื้นที่ก่อสร้าง และสามารถแก้ไขปัญหาคืบหน้าได้ทันที ทำให้บริษัทผู้รับเหมาก่อสร้างสามารถบริหารจัดการงานก่อสร้างต่างๆ จนทำให้สามารถดำเนินงานได้แล้วเสร็จและคุณภาพของงานได้มาตรฐานเป็นที่ยอมรับของทุกฝ่าย

### 8.2 วิศวกรที่ปรึกษาควบคุมงานก่อสร้าง

สปป. ลาว มีความพึงพอใจในผลการปฏิบัติงานและการควบคุมงานก่อสร้างของบริษัท ปัญญา คอนซัลแตนท์ จำกัด ของประเทศไทยเป็นอย่างมาก เนื่องจากสามารถควบคุมและกำกับการปฏิบัติงานของผู้รับเหมาก่อสร้างให้เป็นไปตามแผนงานที่กำหนดไว้ นอกจากนี้ เจ้าหน้าที่บริษัท ปัญญาฯ สามารถให้คำปรึกษาและแนะนำในเรื่องเทคนิควิศวกรรมต่างๆ ได้เป็นอย่างดี ทั้งนี้ หลังจากโครงการดำเนินการก่อสร้างแล้วเสร็จมาประมาณ 1 ปี บริษัทที่ปรึกษาได้ส่งเจ้าหน้าที่ไปตรวจสอบความเรียบร้อยของโครงการที่กล่าว 3 ครั้ง ได้แก่ เดือนตุลาคม 2557 เดือนกุมภาพันธ์ และเดือนพฤษภาคม 2558 เพื่อตรวจสอบคุณภาพถนนในช่วงระยะประกันผลงาน หากพบการชำรุดเสียหาย จะได้แจ้งให้บริษัทผู้รับเหมาก่อสร้างดำเนินการแก้ไขโดยด่วน

## บทที่ 5

### ปัญหาและอุปสรรคระหว่างดำเนินโครงการ

โครงการก่อสร้างถนนจากภูคู้ (อ.บ้านโคก จ.อุดรดิตถ์) – เมืองปากลาย แขวงไชยบุรี สปป.ลาว ได้เกิดปัญหาและอุปสรรคระหว่างการดำเนินงานสรุปได้ ดังนี้

#### 1. ปัญหาการนำเข้าวัสดุ อุปกรณ์ก่อสร้าง และเครื่องจักรจากประเทศไทย

รัฐบาล สปป.ลาว มีความกังวลว่าอาจมีการนำวัสดุอุปกรณ์และเครื่องจักรจากประเทศไทย ไปใช้ประโยชน์ที่ไม่ตรงตามวัตถุประสงค์ของโครงการ โดยเฉพาะน้ำมันเชื้อเพลิงที่มีการนำเข้าใช้ในโครงการในปริมาณมาก สปป.ลาว จึงเกรงว่าอาจจะมีการลักลอบนำไปจำหน่าย ซึ่งจะจำหน่ายได้ในราคาที่ถูกลงกว่าน้ำมันเชื้อเพลิงในประเทศ สปป.ลาว เนื่องจากน้ำมันเชื้อเพลิงจากประเทศไทยที่นำไปใช้ในโครงการไม่ต้องเสียภาษี ทำให้การดำเนินโครงการในช่วงต้น (ช่วงการขออนุมัติ Master List) เกิดความล่าช้า ส่งผลให้การนำเข้าวัสดุอุปกรณ์และเครื่องจักรจากประเทศไทย โดยเฉพาะน้ำมันเชื้อเพลิง มีความล่าช้ามาก

#### 2. ปัญหาทางด้านกายภาพของพื้นที่โครงการ

การก่อสร้างถนนช่วงรอยต่อชายแดนไทย-ลาว ซึ่งมีภูมิประเทศเป็นภูเขาสูงชัน คณะกรรมการเขตแดนของ สปป.ลาว ได้หารือกับฝ่ายไทย และมีความเห็นร่วมกันให้ออกแบบระยะความลาดชันของถนนที่ตัดผ่านภูเขาโดยคำนึงถึงความปลอดภัยสำหรับผู้ขับขี่ ซึ่งขั้นตอนการดำเนินงานดังกล่าวต้องใช้เวลาในการขออนุมัติ เนื่องจากเกี่ยวข้องกับเขตแดนของทั้งสองประเทศ อย่างไรก็ตาม หลังจากดำเนินการก่อสร้างถนนตามโครงการที่กล่าวเรียบร้อยแล้ว พบว่า แนวถนนในฝั่งไทยไม่เชื่อมต่อกับถนนที่ก่อสร้างใหม่ บริษัท ช.การช่างฯ จึงได้ลงทุนก่อสร้างถนนเป็นระยะทางประมาณ 1 กิโลเมตร เพื่อให้ถนนเส้นเดิมและเส้นใหม่นี้เชื่อมต่อเป็นถนนสายเดียวกัน และสามารถใช้เป็นเส้นทางคมนาคมขนส่งได้ตามวัตถุประสงค์ของโครงการ

## บทที่ 6

### สรุปผลสำเร็จของโครงการ

#### 1. ผลสำเร็จของโครงการ

จากการสำรวจและสอบถามประชาชนตามแนวเส้นทางภูคู้ๆ พบว่า งานก่อสร้างเป็นไปด้วยความเรียบร้อยและได้คุณภาพ มีระบบระบายน้ำตามแนวเส้นทางเพื่อให้การระบายน้ำมีความเหมาะสมตามหลักวิศวกรรม และประชาชนในพื้นที่โครงการมีความสะดวกจากการเดินทางได้ในทุกๆ ฤดูกาล โดยสามารถสรุปผลสำเร็จได้ ดังนี้

1.1 ก่อนที่จะมีการปรับปรุงเส้นทางดังกล่าว ประชาชนในพื้นที่โครงการเดินทางจากด่านภูคู้ ไปยังบ้านแก่งสาว เมืองปากลาย โดยใช้เวลาประมาณ 2 ชั่วโมง เนื่องจากสภาพถนนชำรุดเสียหายมาก โดยเฉพาะในช่วงฤดูฝน ในปัจจุบัน การเดินทางตามที่กล่าวใช้เวลาเพียง 30 นาทีเท่านั้น และสามารถเดินทางได้ทุกฤดูกาล ส่งผลให้คุณภาพชีวิตประชาชนดีขึ้น การคมนาคมขนส่งและการขนส่งสินค้ามีประสิทธิภาพมากยิ่งขึ้น

1.2 ภายหลังจากการปรับปรุงเส้นทางดังกล่าวแล้วเสร็จ ได้มีการยกระดับจุดผ่านแดนบ้านภูคู้ ในฝั่งไทย และจุดผ่านแดนบ้านผาแก้วในฝั่ง สปป. ลาว ให้เป็นจุดผ่านแดนถาวร ส่งผลให้มีการขยายตัวทางด้านการค้าชายแดนระหว่างสองประเทศ และจะทำให้จังหวัดอุตรดิตถ์เป็นประตูการค้าแห่งใหม่ตามแนวระเบียงเศรษฐกิจเชียงใหม่-เวียงจันทน์

1.3 การยกระดับจุดผ่านแดนของทั้งสองประเทศให้เป็นจุดผ่านแดนถาวร จะทำให้การเดินทางในบริเวณดังกล่าวมีความสะดวกมากยิ่งขึ้น ส่งผลให้ประชาชนทั้งสองประเทศสามารถเดินทางไปมาหาสู่ระหว่างกัน ซึ่งจะเป็นการกระชับความสัมพันธ์ในระดับท้องถิ่น สร้างความรู้สึกที่ดีให้แก่ประชาชนชาวลาวในพื้นที่โครงการ และยังเป็นการกระชับความสัมพันธ์ในระดับรัฐบาลของทั้งสองประเทศด้วย

#### 2. ความพึงพอใจในการประสานงานกับ สพพ.

กรมข้าวทาง สปป. ลาว ซึ่งเป็นผู้รับผิดชอบโครงการในฝ่าย สปป. ลาว ได้ให้ความเห็นว่า ความร่วมมือระหว่าง สพพ. และ สปป. ลาว ภายใต้งานดำเนินโครงการที่กล่าวเป็นไปอย่างราบรื่น มีการติดต่อสื่อสารเพื่อประสานงานกันตลอดเวลา เมื่อมีปัญหาเกิดขึ้นระหว่างปฏิบัติงานจึงสามารถแก้ไขได้ทันที นอกจากนี้ สพพ. มีความตั้งใจช่วยเหลือ สปป. ลาว ในการก่อสร้างถนนจากภูคู้ (อ.บ้านโคก จ.อุตรดิตถ์) – เมืองปากลาย แขวงไชยบุรี สปป.ลาว เป็นผลให้เส้นทางดังกล่าวได้รับการปรับปรุงให้อยู่ในสภาพพร้อมใช้งานอย่างมีประสิทธิภาพ ทำให้การคมนาคมขนส่งสะดวกมากยิ่งขึ้น มีนักท่องเที่ยวเดินทางกันมากขึ้น และใช้เวลาน้อยลงมาก เช่น เดิมจากด่านผาแก้วไปจนถึงบ้านแก่งสาว ใช้เวลา 2 ชั่วโมง หลังจากเส้นทางที่กล่าวเสร็จแล้ว ใช้เวลาเพียง 30 นาที และขณะนี้ได้ยกระดับด่านภูคู้เป็นด่านถาวรแล้ว ทำให้มีรถผ่านเข้า-ออกที่ด่านภูคู้ประมาณ 40-50 คัน/วัน ซึ่งถือว่าเพิ่มจำนวนขึ้นมาก ดังนั้น สปป. ลาว จึงขอให้ สพพ. สนับสนุนการพัฒนาโครงสร้างพื้นฐานด้านการคมนาคมขนส่งในสาขาต่างๆ เพื่อยกระดับคุณภาพชีวิตประชาชนและพัฒนาเศรษฐกิจให้มีการขยายตัวอย่างต่อเนื่อง

### 3. ความพึงพอใจต่อบริษัทผู้รับเหมาก่อสร้างและวิศวกรที่ปรึกษาไทย

กรมชัวทาง สปป. ลาว มีความพึงพอใจในศักยภาพและผลการปฏิบัติงานของผู้รับเหมาก่อสร้างและที่ปรึกษาควบคุมงานก่อสร้าง เนื่องจากในระหว่างการดำเนินการก่อสร้าง บริษัท ปัญญา คอนซัลแตนท์ จำกัด ซึ่งเป็นบริษัทที่ปรึกษาได้ส่งผู้แทนมาดูแลอย่างใกล้ชิด คอยให้คำปรึกษาและสามารถแก้ปัญหาได้ทันเวลา มีการรายงานและการประสานงานอย่างใกล้ชิดและต่อเนื่อง ทำให้โครงการเป็นไปตามแผนงานที่บริษัท ช.การช่าง จำกัด (มหาชน) ซึ่งเป็นบริษัทผู้รับเหมาก่อสร้างได้กำหนดไว้ ถึงแม้ว่าในช่วงแรกของการดำเนินโครงการ จะติดปัญหาเรื่อง Master List (การนำเข้าเครื่องจักร อุปกรณ์ และเชื้อเพลิงเพื่อการก่อสร้าง เข้ามาในพื้นที่ก่อสร้างใน สปป.ลาว) และปัญหาอื่น ซึ่งโครงการมีโอกาที่จะดำเนินการเสร็จล่าช้า แต่เนื่องจากบริษัทผู้รับเหมาก่อสร้างเป็นบริษัทขนาดใหญ่ที่มีความพร้อมทั้งในด้านของทรัพยากร และเงินทุนหมุนเวียน ประกอบกับบริษัทที่ปรึกษามีความรู้ความชำนาญ คอยให้คำแนะนำและประสานงานกับฝ่าย สปป.ลาว อย่างสม่ำเสมอ ทำให้สามารถแก้ไขปัญหาต่างๆ ได้ทันที โครงการดังกล่าวจึงดำเนินการเสร็จเร็วกว่ากำหนด

### 4. ผลกระทบและผลประโยชน์ที่เกิดจากการดำเนินโครงการ

#### 4.1 ผลกระทบ

##### 1) ผลกระทบทางสิ่งแวดล้อม

โครงการก่อสร้างถนนจากภูตู (อ.บ้านโคก จ.อุตรดิตถ์) – เมืองปากลาย แขวงไชยะบุรี สปป.ลาว มีผลกระทบทางสิ่งแวดล้อมเพียงเล็กน้อย คือ ผลกระทบทางอากาศที่เกิดจากฝุ่นละอองระหว่าง การก่อสร้าง ซึ่งอาจจะเกิดการฟุ้งกระจายของฝุ่นละอองไปยังบริเวณอื่น

##### 2) ผลกระทบทางสังคมและการโยกย้ายประชากร

โครงการก่อสร้างถนนจากภูตู (อ.บ้านโคก จ.อุตรดิตถ์) – เมืองปากลาย แขวงไชยะบุรี สปป.ลาว มีผลกระทบด้านการโยกย้ายที่อยู่อาศัยของประชากรเพียงเล็กน้อยเท่านั้น แต่เนื่องจากประชาชนที่อยู่อาศัยในบริเวณดังกล่าวให้ความร่วมมือในการโยกย้ายที่อยู่อาศัยเป็นอย่างดี จึงไม่มีปัญหาการเวนคืนที่ดิน

#### 4.2 ผลประโยชน์

1) โครงการนี้จะสนับสนุนการพัฒนาภายใต้กลุ่มความร่วมมือทางเศรษฐกิจกับประเทศเพื่อนบ้านของกลุ่มอนุภูมิภาคลุ่มแม่น้ำโขง (Greater Mekong Sub Region: GMS) โดยเป็นการเชื่อมโยงและเพิ่มประสิทธิภาพด้านการคมนาคมขนส่งในแนวพื้นที่เศรษฐกิจตะวันออก-ตะวันตก (East-West Economic Corridor: EWEC) จากเมียนมาร์-ไทย-สปป.ลาว-เวียดนาม จากท่าเรือเกาะละแหม่ง ผ่านเข้า อ.แม่สอด จ.ตาก ต่อไปยัง จ.สุโขทัย (มรดกโลก) ด่านภูตู จ. อุตรดิตถ์ เมืองปากลาย แขวงไชยะบุรี หลวงพระบาง ฮานอย ท่าเรือใหม่ไฮฟอง และประเทศไทยภาคเหนือตอนบนมีจุดหมายปลายทางที่สำคัญ ได้แก่ เชียงใหม่ และเชียงราย กับ สปป.ลาว ได้แก่ หลวงพระบาง และเวียงจันทน์ และจีนตอนใต้ มณฑลยูนนาน ได้แก่ Kunming เชียงรุ่ง (สิบสองปันนา) เมืองต้าหลี่ และเมืองลี่เจียง

2) สนับสนุนและส่งเสริมให้มีการขยายตัวด้านการค้าชายแดน การลงทุน และการท่องเที่ยว ทั้งในฝั่งประเทศไทย และ สปป.ลาว มากขึ้น สำหรับมูลค่าการค้าชายแดนระหว่างไทยกับ สปป.ลาว จะเพิ่มขึ้นจากปี 2554 จำนวน 270 ล้านบาท เป็น 6,390 ล้านบาท ในปี 2575 (หรือเพิ่มขึ้นจากกรณีไม่มีแนวระเบียง CVEC จำนวน 5,570 ล้านบาท) ซึ่งจะทำให้เกิดการจ้างงานในภูมิภาคมากขึ้น คาดว่าจะมีผู้ผ่านแดนเข้า-ออก

ที่ด่านภูดู่เพิ่มขึ้นเป็น 219,107 คนในปี 2559 และเพิ่มเป็น 1,576,506 คนในปี 2575 ด้านโลจิสติกส์ โครงการนี้เป็นเส้นทางที่มีความได้เปรียบ สามารถช่วยลดระยะทางคมนาคมขนส่ง (เชียงใหม่-เวียงจันทน์) ได้จากเดิมประมาณ 234 กิโลเมตร หรือประหยัดเวลาการเดินทางได้ประมาณ 3 ชั่วโมง และทำให้ลดต้นทุนด้านโลจิสติกส์ได้ประมาณปีละ 40-910 ล้านบาทต่อปี นอกจากนี้ ถนนจากภูดู่ (อ.บ้านโคก จ.อุตรดิตถ์) – เมืองปากลาย แขวงไชยบุรี นี้จะช่วยส่งเสริมด้านการท่องเที่ยว โดยเป็นเส้นทางเชื่อมโยงทางวัฒนธรรม ระหว่างล้านนา ล้านช้าง และแหล่งมรดกโลก สามารถสร้างการจ้างงาน และเพิ่มรายได้ให้กับชุมชนตามแนวระเบียงได้ ซึ่งคาดว่าในปี 2560-2575 จะสามารถสร้างรายได้หรือสร้างมูลค่าเพิ่มด้านการท่องเที่ยวทั้งหมด 738 - 5,313 ล้านบาทต่อปี (ในประเทศไทย 378 - 2,802 ล้านบาท และใน สปป.ลาว 361 - 2,510 ล้านบาท)

3) อำนวยความสะดวกให้กับประชาชนในการเดินทางติดต่อระหว่างกัน มีการแลกเปลี่ยนวัฒนธรรม และประเพณีระหว่างประชาชนทั้งสองประเทศ อันเป็นการเสริมสร้างความเข้าใจระหว่างกัน

4) ประชาชนของทั้งสองประเทศ ที่อาศัยอยู่ในเขตพื้นที่ของโครงการและพื้นที่ใกล้เคียงจะได้รับประโยชน์โดยตรงจากการก่อสร้างถนนสายนี้ โดยสามารถเดินทางเข้าถึงสิ่งอำนวยความสะดวกต่างๆ ในการดำรงชีวิตได้รวดเร็วและมีความปลอดภัยมากขึ้น และจะได้รับผลประโยชน์ทางอ้อมจากการมีโอกาสนในการประกอบอาชีพอันเนื่องมาจากการค้า การลงทุน และการท่องเที่ยวที่ขยายตัวมากขึ้น

## บทที่ 7

### ข้อเสนอแนะของโครงการ

1) การอนุมัติ Master List (การนำเข้าเครื่องจักร อุปกรณ์ และเชื้อเพลิงเพื่อการก่อสร้าง เข้ามาในพื้นที่ดำเนินโครงการ) ในโครงการอื่นๆ ต่อไป ควรจะมีการเตรียมการก่อนดำเนินโครงการหรือเริ่มก่อสร้าง โดยเฉพาะโครงการที่เกี่ยวกับการก่อสร้างและปรับปรุงถนน ซึ่งต้องนำเข้าเชื้อเพลิงมาใช้ในปริมาณมาก และเจ้าของโครงการในแต่ละประเทศก็มีความกังวลว่าจะมีการลักลอบนำเข้าเชื้อเพลิงไปขายในราคาถูก หรือนำไปใช้กับเครื่องจักรของผู้รับเหมาท้องถิ่น ซึ่งควรจะต้องทำความเข้าใจกันตั้งแต่แรกก่อนการดำเนินโครงการ จึงมักจะมีการแบ่งช่วงการนำเข้าเชื้อเพลิงแต่ละครั้งให้เพียงพอต่อปริมาณการใช้งาน ส่วนวัสดุอุปกรณ์ก่อสร้างอื่นๆ เช่น ซีเมนต์ คอนกรีต เหล็ก ไม่มีปัญหาการลักลอบนำไปขายหรือไปใช้งานอื่น ดังนั้น ที่ประชุมจึงเสนอแนวทางดำเนินการเพื่อแก้ไขปัญหาเรื่อง Master List ดังนี้

- ให้บริษัทที่ปรึกษาและบริษัทก่อสร้างมาหารือกับหน่วยงานเจ้าของของโครงการในประเทศเพื่อนบ้าน อย่างไม่เป็นทางการก่อนจะมีการลงนามในสัญญา

- หลังจากลงนามในสัญญาแล้ว ให้ดำเนินการจัดทำ Master List ให้แล้วเสร็จภายใน 60 วัน ก่อนเริ่มการก่อสร้าง

2) สพพ. แนะนำให้ สปป.ลาว จัดเก็บค่าผ่านทางสำหรับรถใหญ่ที่ใช้เส้นทางดังกล่าว เพื่อนำเงินส่วนนี้ไปบำรุงรักษาถนนเส้นดังกล่าวในอนาคตหากมีการชำรุดเสียหาย นอกจากนี้ สปป. ลาว ควรจัดหาเครื่องชั่งน้ำหนักรถ และเข็มวัดในเรื่องการควบคุมน้ำหนักบรรทุก เพื่อให้เส้นทางดังกล่าวมีความยั่งยืนในการใช้งานต่อไป

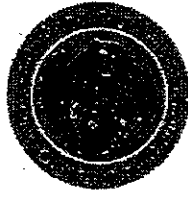
3) สพพ. เสนอให้มีการนับจำนวน (Traffic Count) สำหรับรถยนต์ที่ใช้งานแต่ละประเภท (รถบรรทุก รถกระบะ รถยนต์ และรถจักรยานยนต์) ที่ใช้ถนนเส้นทางนี้ที่ 3 จุดสำคัญ ได้แก่ บริเวณด่านภูตู๋ ด่านผาแก้ว และบ้านแก่งสาว เพื่อเปรียบเทียบจำนวนที่แท้จริงกับจำนวนที่ระบุไว้ในผลการศึกษา ว่าต่างกันอย่างไร และมีปัจจัยอะไรที่ทำให้จำนวนที่คาดการณ์ไว้ในผลการศึกษาแตกต่างจากจำนวนที่นับได้จริง

4) ควรมีการประสานงานกับหน่วยงานที่เกี่ยวข้องในจังหวัดอุดรดิตถ์ ซึ่งเป็นหน่วยงานในพื้นที่ ในฝั่งไทย ที่เชื่อมต่อกับพื้นที่โครงการดังกล่าว เพื่อให้หน่วยงานของจังหวัดอุดรดิตถ์ได้จัดความพร้อมในการเปิดด่านถาวรฝั่งไทย ตลอดจนการประชาสัมพันธ์การยกระดับด่านถาวรบ้านภูตู๋ (จ.อุดรดิตถ์) – ด่านผาแก้ว (เมืองปากลาย แขวงไชยบุรี สปป.ลาว) เพื่อให้ประชาชนที่อยู่ในพื้นที่ทราบ และเป็นการเพิ่มโอกาสทางการและการลงทุนต่อไปด้วย

# ภาคผนวก 1

ประกาศ สพพ. เรื่องการประเมินโครงการที่แล้วเสร็จ





ประกาศสำนักงานความร่วมมือพัฒนาเศรษฐกิจกับประเทศเพื่อนบ้าน (องค์การมหาชน)  
เรื่อง การประเมินผล โครงการที่เสร็จแล้ว

โดยที่เป็นการสมควรกำหนดหลักเกณฑ์การประเมินผล โครงการที่เสร็จแล้ว เพื่อเป็นเครื่องมือหรือระบบที่จะใช้ในการวัดความสำเร็จของ โครงการที่ดำเนินงานความร่วมมือพัฒนาเศรษฐกิจกับประเทศเพื่อนบ้าน (องค์การมหาชน) (สพพ.) ให้ความช่วยเหลือทางการเงินและทางวิชาการที่เกี่ยวข้องแก่ประเทศเพื่อนบ้าน ซึ่งจะเป็นข้อมูลและบทเรียนที่เป็นประโยชน์ทั้งผู้ให้ความช่วยเหลือและผู้รับความช่วยเหลือ ใช้เป็นแนวทางการบริหารจัดการ โครงการที่มีลักษณะคล้ายคลึงกัน ในอนาคต และตามความในมาตรา ๑๒(๓) แห่งพระราชกฤษฎีกาจัดตั้งสำนักงานความร่วมมือพัฒนาเศรษฐกิจกับประเทศเพื่อนบ้าน (องค์การมหาชน) พ.ศ. ๒๕๔๘ และมติคณะกรรมการบริหารสำนักงานความร่วมมือพัฒนาเศรษฐกิจกับประเทศเพื่อนบ้าน ครั้งที่ ๗/๒๕๔๘ เมื่อวันที่ ๑๒ กรกฎาคม ๒๕๔๘ ที่ให้ความเห็นชอบในหลักการและแนวทางการประเมินผลโครงการที่เสร็จแล้ว จึงออกประกาศไว้ ดังต่อไปนี้

ข้อ ๑ การประเมินผล โครงการที่เสร็จแล้วมีหลักการ ดังนี้

(๑) ทุกโครงการที่ได้รับความช่วยเหลือจาก สพพ. เมื่อปิดโครงการหรือสิ้นสุดการเบิกจ่ายแล้ว หน่วยงานผู้รับผิดชอบโครงการต้องจัดทำรายงานปิดโครงการ (Project Completion Report) ส่งให้ สพพ. และ สพพ. จะทำการสำรวจภาคสนามร่วมกับหน่วยงานผู้รับผิดชอบโครงการ ๑ ครั้ง และประเมินผลโครงการจากรายงานปิดโครงการ ข้อมูลจากฐานข้อมูลโครงการของ สพพ. (ระบบติดตามโครงการ Ongoing) และข้อมูลภาคสนามเพื่อจัดทำรายงานการประเมินผล

(๒) ทุกโครงการที่ได้รับความช่วยเหลือจาก สพพ. เมื่อปิดโครงการ หรือสิ้นสุดโครงการ หรือโครงการให้บริการแล้ว ๑ ปี สพพ. จะเป็นผู้ดำเนินการประเมินผลโครงการตามเกณฑ์ที่กำหนด และจัดทำรายงานการประเมินผลโครงการ

(๓) ในแต่ละปี สพพ. จะสุ่มเลือกโครงการมา ๑ โครงการจากโครงการทั้งหมดซึ่งได้รับความช่วยเหลือจาก สพพ. ที่ปิดโครงการ หรือสิ้นสุดการเบิกจ่าย หรือเปิดให้บริการแล้ว ๕ ปี เพื่อทำการประเมินผลโครงการ โดย สพพ. เป็นผู้ดำเนินการประเมินผลโครงการตามเกณฑ์ที่กำหนด และจัดทำรายงานการประเมินผล

ข้อ ๒ แนวทางการประเมินผลโครงการที่เสร็จแล้วตามข้อ ๑ ให้เป็นไปตามเอกสารแนบท้าย  
ประกาศนี้

ข้อ ๓ ประกาศนี้ให้ใช้บังคับตั้งแต่วันถัดจากวันประกาศเป็นต้นไป

ประกาศ ณ วันที่ ๒๕ กรกฎาคม พ.ศ. ๒๕๕๘

ร้อยโท

(นพดล พันธุ์กระวี)

ผู้อำนวยการ



การประเมินผลโครงการที่เสร็จแล้ว

## การประเมินผลโครงการที่เสร็จแล้ว

การประเมินผลโครงการที่เสร็จแล้วเป็นเครื่องมือหรือระบบที่จะใช้ในการวัดความสำเร็จของโครงการที่ได้รับความช่วยเหลือจากสำนักงานความร่วมมือพัฒนาเศรษฐกิจกับประเทศเพื่อนบ้าน (องค์การมหาชน) (สพพ.) เพื่อเป็นข้อมูลและบทเรียนที่เป็นประโยชน์แก่ทั้งผู้ให้ความช่วยเหลือ และผู้รับความช่วยเหลือ ประกอบการตัดสินใจดำเนิน โครงการที่มีลักษณะคล้ายคลึงกันในอนาคต

### 1. วิธีการประเมินผลโครงการที่เสร็จแล้ว แบ่งเป็น 3 ระยะ ได้แก่

#### 1.1 ปิดโครงการ/สิ้นสุดการเบิกจ่าย

1.1.1 หลักการคือ ทุกโครงการที่ได้รับความช่วยเหลือจาก สพพ. เมื่อปิดโครงการหรือสิ้นสุดการเบิกจ่ายแล้ว หน่วยงานผู้รับผิดชอบโครงการต้องจัดทำรายงานปิดโครงการ (Project Completion Report) ส่งให้ สพพ. และ สพพ. จะทำการสำรวจภาคสนามร่วมกับหน่วยงานผู้รับผิดชอบโครงการ 1 ครั้ง และประเมินผลโครงการจากรายงานปิดโครงการ ข้อมูลจากฐานข้อมูลโครงการของ สพพ. (ระบบติดตามโครงการ Ongoing) และข้อมูลภาคสนาม เพื่อจัดทำรายงานการประเมินผล

1.1.2 การประเมินผลโครงการในระยะนี้ จะพิจารณาความสอดคล้องกับวัตถุประสงค์ เป้าหมาย และความสามารถของ โครงการในการรองรับความต้องการ กิจกรรม การบริหารจัดการ และวิธีการดำเนินโครงการ ตลอดจนค่าใช้จ่ายในการดำเนินโครงการ

1.1.3 เมื่อประเมินผลโครงการแล้ว สพพ. จะสรุปปัญหา อุปสรรค และข้อเสนอแนะเกี่ยวกับการบริหารจัดการ โครงการประกอบการรายงาน

1.1.4 เมื่อจัดทำรายงานแล้วเสร็จ สพพ. จะรายงานหน่วยงานที่เกี่ยวข้อง และเผยแพร่ให้เป็นที่รับทราบ โดยทั่วกัน

#### 1.2 ปิดโครงการ/ สิ้นสุดการเบิกจ่าย/ โครงการให้บริการแล้ว 1 ปี

1.2.1 หลักการคือ ทุกโครงการที่ได้รับความช่วยเหลือ จาก สพพ. เมื่อปิดโครงการ หรือสิ้นสุดโครงการ หรือ โครงการให้บริการแล้ว 1 ปี สพพ. จะเป็นผู้ดำเนินการประเมินผล โครงการตามเกณฑ์ที่กำหนด และจัดทำรายงานการประเมินผล โครงการ

1.2.2 การประเมินผลโครงการในระยะนี้จะให้ความสำคัญกับการพิจารณาความสอดคล้องของ การใช้งานโครงการกับเป้าหมายที่วางไว้ และประสิทธิภาพและประสิทธิผลของการบริหารจัดการโครงการ ในระยะแรกของการใช้งาน (Operation) รวมทั้งพิจารณาผลกระทบ ปัญหา และอุปสรรคที่เกิดขึ้นในระยะสั้น เพื่อพิจารณาจัดทำข้อเสนอแนะแนวทางแก้ไขต่อไป

1.2.3 เมื่อจัดทำรายงานการประเมินผลโครงการแล้วเสร็จ สฟพ. จะรายงานหน่วยงานที่เกี่ยวข้อง และเผยแพร่ให้เป็นที่รับทราบโดยทั่วกัน

### 1.3 หลังปิดโครงการ/สิ้นสุดการเบิกจ่าย/ โครงการให้บริการแล้ว 5 ปี

1.3.1 หลักการคือ ในแต่ละปี สฟพ. จะสุ่มเลือกโครงการมา 1 โครงการจากโครงการทั้งหมด ซึ่งได้รับความช่วยเหลือจาก สฟพ. ที่ปิดโครงการ หรือสิ้นสุดการเบิกจ่าย หรือเปิดให้บริการแล้ว 5 ปี เพื่อทำการประเมินผลโครงการ โดย สฟพ. เป็นผู้ดำเนินการประเมินผลโครงการตามเกณฑ์ที่กำหนด และจัดทำรายงานการประเมินผล

1.3.2 การประเมินในระยะนี้มุ่งเน้นที่ผลกระทบของโครงการที่เกิดขึ้น โดยตรงและทางอ้อม ในระยะยาว รวมทั้งความยั่งยืนของการบริหารจัดการทั้งในด้านงบประมาณ หน่วยงานและบุคลากร ผู้รับผิดชอบในการบริหารจัดการและบำรุงรักษาวัสดุอุปกรณ์ และสิ่งก่อสร้างในโครงการให้อยู่ในสภาพที่เหมาะสมต่อการใช้งาน

1.3.3 เมื่อจัดทำรายงานแล้วเสร็จ สฟพ. จะรายงานหน่วยงานที่เกี่ยวข้อง และเผยแพร่ให้เป็นที่รับทราบโดยทั่วกัน

## 2. เกณฑ์การประเมินผลโครงการที่ดำเนินการแล้วเสร็จ

### 2.1 เกณฑ์การประเมินเมื่อปิดโครงการ/ สิ้นสุดการเบิกจ่าย

2.1.1 ความสอดคล้องกับวัตถุประสงค์ของโครงการ หมายถึง ความเหมาะสมกับความต้องการและนโยบายของกลุ่มเป้าหมาย ผู้รับความช่วยเหลือ และผู้ให้ความช่วยเหลือ

2.1.2 ประสิทธิภาพการบริหารจัดการ การดำเนินงาน และค่าใช้จ่ายของโครงการ โดยพิจารณาเปรียบเทียบแผนการดำเนินงานและสิ่งที่เกิดขึ้นจริง

### 2.2 เกณฑ์การประเมินเมื่อปิดโครงการ/ สิ้นสุดการเบิกจ่าย/ โครงการให้บริการแล้ว 1 ปี และ 5 ปี ประกอบด้วย 5 หัวข้อ ได้แก่

2.2.1 ความสอดคล้องกับวัตถุประสงค์ของโครงการ (Relevance) หมายถึง ขอบเขตซึ่งเหมาะสมกับความต้องการและนโยบายของกลุ่มเป้าหมาย ผู้รับความช่วยเหลือ และผู้ให้ความช่วยเหลือ

2.2.2 ประสิทธิภาพ (Efficiency) หมายถึง การดำเนินงานที่ทำให้ปัจจัยนำเข้านำไปสู่ผลผลิตอย่างมีประสิทธิภาพ

2.2.3 ประสิทธิภาพ (Effectiveness) หมายถึง ขอบเขตหรือการดำเนินงานซึ่งบรรลุหรือค่อนข้างจะบรรลุวัตถุประสงค์ของโครงการ

2.2.4 ผลกระทบ (Impact) หมายถึง การเปลี่ยนแปลงที่เกิดจากการพัฒนา ทั้งด้านบวกและด้านลบ ทางตรงและทางอ้อม และโดยตั้งใจและไม่ตั้งใจ

2.2.5 ความยั่งยืนของโครงการ (Sustainability) หมายถึง การที่ผลประโยชน์ที่ได้รับจากความช่วยเหลือมีแนวโน้มที่จะคงอยู่ต่อไปหลังจากการให้ความช่วยเหลือสิ้นสุดลง

3. ขั้นตอนการประเมินผลโครงการที่แล้วเสร็จ มี 3 ขั้นตอน ได้แก่

3.1 ขั้นการวางแผน เป็นช่วงพิจารณาคำหนดเป้าหมายและแนวทางในการประเมินผลโครงการ ประกอบด้วยการดำเนินงาน ดังนี้

3.1.1 ศึกษา รวบรวม และสรุปข้อมูลของโครงการที่จะทำการประเมินผล

3.1.2 กำหนดระยะเวลาในการดำเนินงาน

3.1.3 เลือกวิธีการเก็บข้อมูลและกลุ่มเป้าหมาย

3.1.4 ประมาณการงบประมาณ

3.1.5 กำหนดเจ้าหน้าที่ผู้รับผิดชอบในการประเมิน

3.2 ขั้นการดำเนินงาน

3.2.1 รวบรวมข้อมูลโครงการจากผลการดำเนินโครงการและข้อมูลภาคสนามโดยสำรวจในพื้นที่โครงการและพื้นที่โดยรอบ และวิธีการเก็บข้อมูลทางกายภาพ จากกรรกรอกแบบสอบถาม การสังเกต และการสัมภาษณ์ผู้ที่เกี่ยวข้อง รวมถึงผู้รับประโยชน์จากโครงการ

3.2.2 สํารวจรวบรวมข้อมูลเพื่อนำมาวิเคราะห์สรุปผลในตามเกณฑ์การประเมินผลโครงการ 5 เกณฑ์ โดยประเด็นที่ต้องพิจารณาสำหรับแต่ละเกณฑ์ ได้แก่

1) ความสอดคล้องกับวัตถุประสงค์ของโครงการ (Relevance)

ประเมินความสอดคล้องของกิจกรรมและวิธีการดำเนินโครงการกับวัตถุประสงค์ เป้าหมาย นโยบาย และการจัดลำดับความสำคัญ ความสามารถของโครงการในการรองรับความต้องการ กิจกรรม การบริหารจัดการ และวิธีการดำเนินโครงการ ตลอดจนค่าใช้จ่าย

2) ประสิทธิภาพ (Efficiency)

ประเมินความสามารถในการจัดสรรทรัพยากรของโครงการซึ่งจะพิจารณาใน 3 ด้าน คือ ด้านผลผลิตของโครงการ ระยะเวลาการดำเนินงาน และค่าใช้จ่ายของโครงการ

3) ประสิทธิภาพ (Effectiveness)

ประเมินความเหมาะสมของปัจจัยนำเข้าที่จะทำให้โครงการมีผลผลิตสำเร็จตามแผนการดำเนินงาน ทั้งในเชิงปริมาณและคุณภาพ หรือประเมินผลผลิตที่ส่งต่อการบรรลุวัตถุประสงค์ของโครงการ

4) ผลกระทบ (Impact)

ประเมินการบรรลุเป้าหมายของโครงการในภาพรวมเทียบกับที่กำหนดไว้ ทั้งในแง่ของผลลัพธ์ทางตรง ผลลัพธ์ทางอ้อมจากโครงการ และผลกระทบที่มีต่อเทคโนโลยี เศรษฐกิจ สังคม วัฒนธรรม และสิ่งแวดล้อม

### 5) ความยั่งยืนของโครงการ (Sustainability)

ประเมินว่าภายหลังจากโครงการสิ้นสุดแล้ว จะมีการบริหารจัดการโครงการอย่างไร จะมีหน่วยงานใดเป็นผู้รับผิดชอบในการดำเนินโครงการและบำรุงรักษาโครงการให้สามารถดำเนินการต่อไปได้ รวมถึงผลผลิตที่เกิดขึ้นจากโครงการ หรือสิ่งที่ได้รับจากโครงการ

#### 3.3 ชั้นรายงานผล

3.3.1 ดำเนินการสรุปผลการวิเคราะห์ ข้อเท็จจริง ผลการประเมิน ข้อเสนอแนะ และบทเรียนจากการดำเนินโครงการ

3.3.2 รายงานให้ คพพ. รัฐมนตรีว่าการกระทรวงการคลัง คณะรัฐมนตรี และประเทศเพื่อนบ้าน ซึ่งเป็นเจ้าของโครงการรับทราบ

### 4. วิธีการเก็บข้อมูลในการประเมินผลโครงการที่ดำเนินการแล้วเสร็จ มีแนวทางดังนี้

ตาราง 4.1 วิธีการเก็บข้อมูลที่นิยมใช้ในการประเมินผลโครงการ

ประเภท	วิธีการ
การทบทวนข้อมูลและเอกสารที่มีอยู่ (Review literature)	- รายงานโครงการ รายงานการติดตามโครงการ เอกสารที่เกี่ยวข้อง ตัวเลข สถิติ และเอกสารจากผู้ให้ความช่วยเหลือรายอื่น - การส่งแบบสอบถามไปยังหน่วยงานผู้รับผิดชอบโครงการและหน่วยงานที่เกี่ยวข้องล่วงหน้า เพื่อให้เตรียมรวบรวมข้อมูลและเอกสารต่างๆ
การสังเกตการณ์ (Observation)	- การสำรวจและสังเกตการใช้งานจริง และความเหมาะสมของอุปกรณ์และเครื่องมือและสาธารณูปโภคต่างๆ ที่เกิดจากโครงการ รวมทั้งสอบถามจาก ผู้ปฏิบัติงาน และผู้ให้บริการ
การสำรวจจากแบบสอบถาม (Questionnaire survey)	- ใช้ในกรณีที่ผู้ตอบแบบสอบถามหลายคนแต่คำถามเหมือนกัน เพื่อนำข้อมูลที่ได้นำวิเคราะห์อีกครั้ง - มี 2 ประเภท คือ ผู้ตอบแบบสอบถามเขียนคำตอบลงในแบบสอบถามเอง หรือผู้สำรวจเป็นผู้ถามและบันทึกคำตอบ
การสำรวจจากการสัมภาษณ์ (Interview survey)	- มี 3 ประเภท ได้แก่ การสัมภาษณ์ตามคำถามเฉพาะที่กำหนดไว้ การสัมภาษณ์ที่เตรียมเพียงประเด็นไว้อย่างกว้างๆ อาจมีการเพิ่มเติมหรือเปลี่ยนแปลงคำถามตามความจำเป็น และการสัมภาษณ์ โดยผู้ถูกสัมภาษณ์ อาจเป็นบุคคลเฉพาะ กลุ่ม หรือผู้มีข้อมูลสำคัญ
การจัดกลุ่มอภิปราย (Focus group discussion)	- กำหนดหัวข้อเฉพาะให้กลุ่มเป้าหมายอภิปราย และรวบรวมข้อมูลจากความเห็นและข้อเสนอต่างๆ

โดยทั่วไปวิธีเก็บข้อมูลที่ใช้ในการประเมินผลโครงการที่ดำเนินการแล้วเสร็จ ได้แก่

- 1) การทบทวนข้อมูลและเอกสารที่มีอยู่ โดยจะรวบรวมจากรายงานการปิดโครงการ (Project Completion Report) และเอกสารอื่นๆ ที่เกี่ยวข้องกับโครงการ
- 2) การสัมภาษณ์ตามคำถามเฉพาะที่กำหนดไว้ โดยส่งแบบสอบถามให้หน่วยงานผู้รับผิดชอบโครงการและหน่วยงานที่เกี่ยวข้องอื่นๆ ล่วงหน้า สำหรับคำถามในแบบสอบถามขึ้นอยู่กับข้อเท็จจริงที่มีอยู่ (ตัวอย่างคำถามและแบบสอบถามตามเอกสารแนบ)
- 3) วิธีการอื่นๆ เช่น การสำรวจตามแบบสอบถาม การสัมภาษณ์ตามประเด็นที่เตรียมไว้ หรือการจัดกลุ่มอภิปราย นำมาใช้ร่วมเพื่อเก็บข้อมูลปฏิกิริยาของประกอบการวิเคราะห์และประมวลผลโครงการ

ตาราง 4.2 สรุปเกณฑ์การประเมินผลโครงการ

เกณฑ์	หลักการ
ความสอดคล้องกับวัตถุประสงค์ของโครงการ (Relevance)	พิจารณาความสอดคล้องของวัตถุประสงค์และแผนงาน
ประสิทธิภาพ (Efficiency)	เปรียบเทียบแผนงาน ทั้งในด้านผลผลิต เงื่อนไข และวงเงินลงทุน กับผลที่ได้รับ และวิเคราะห์ประสิทธิภาพการดำเนินงาน
ประสิทธิผล (Effectiveness)	เปรียบเทียบตัวเลขที่วางแผนไว้กับที่เกิดขึ้นจริงเพื่อพิจารณาว่าวัตถุประสงค์ใดบรรลุตามที่วางไว้
ผลกระทบ (Impact)	พิจารณาผลกระทบทั้งทางตรงและทางอ้อม ทั้งในด้านเศรษฐกิจมหภาค สังคม และสิ่งแวดล้อม
ความยั่งยืนของโครงการ (Sustainability)	พิจารณาความยั่งยืนของโครงการในระยะปานกลางและระยะยาว และพิจารณาว่าหากเกิดปัญหา มีมาตรการรับมือหรือไม่



## หลักการจัดอันดับผลการประเมินโครงการ

แบ่งออกเป็น 4 ระดับ คือ

- ระดับดีมาก (A)
- ระดับดี (B)
- ระดับพอใช้ (C)
- และระดับต้องปรับปรุง (D)

### ระดับดีมาก (A)

แสดงถึงการดำเนินงานมีความสอดคล้องกับวัตถุประสงค์ของโครงการ ความต้องการของผู้ใช้งาน และนโยบายดี ประสิทธิภาพของโครงการดี สามารถปฏิบัติตามตัวชี้วัดของโครงการได้มากกว่าร้อยละ 80 ของเป้าหมาย ประสิทธิภาพรวมของโครงการดี อยู่ระดับ  $\geq 2.5$  และไม่มีปัญหาอุปสรรคในการดำเนินโครงการ

### ระดับดี (B)

แสดงถึงการดำเนินงานมีความสอดคล้องกับวัตถุประสงค์โครงการ ความต้องการของผู้ใช้งาน และนโยบายดี ประสิทธิภาพของโครงการพอใช้ สามารถปฏิบัติตามตัวชี้วัดของโครงการได้ร้อยละ 50 - 80 ของเป้าหมาย ประสิทธิภาพรวมของโครงการพอใช้ อยู่ระดับ 1.50 - 2.4 และไม่มีปัญหาอุปสรรคในการดำเนินโครงการ

### ระดับพอใช้ (C)

แสดงถึงการดำเนินงานมีความสอดคล้องกับวัตถุประสงค์ของโครงการ ประสิทธิภาพของโครงการพอใช้ สามารถปฏิบัติตามตัวชี้วัดของโครงการได้ร้อยละ 50-80 ของเป้าหมาย ประสิทธิภาพรวมของโครงการพอใช้ อยู่ระดับ 1.5 - 2.4 และมีปัญหาอุปสรรคในการดำเนินโครงการ

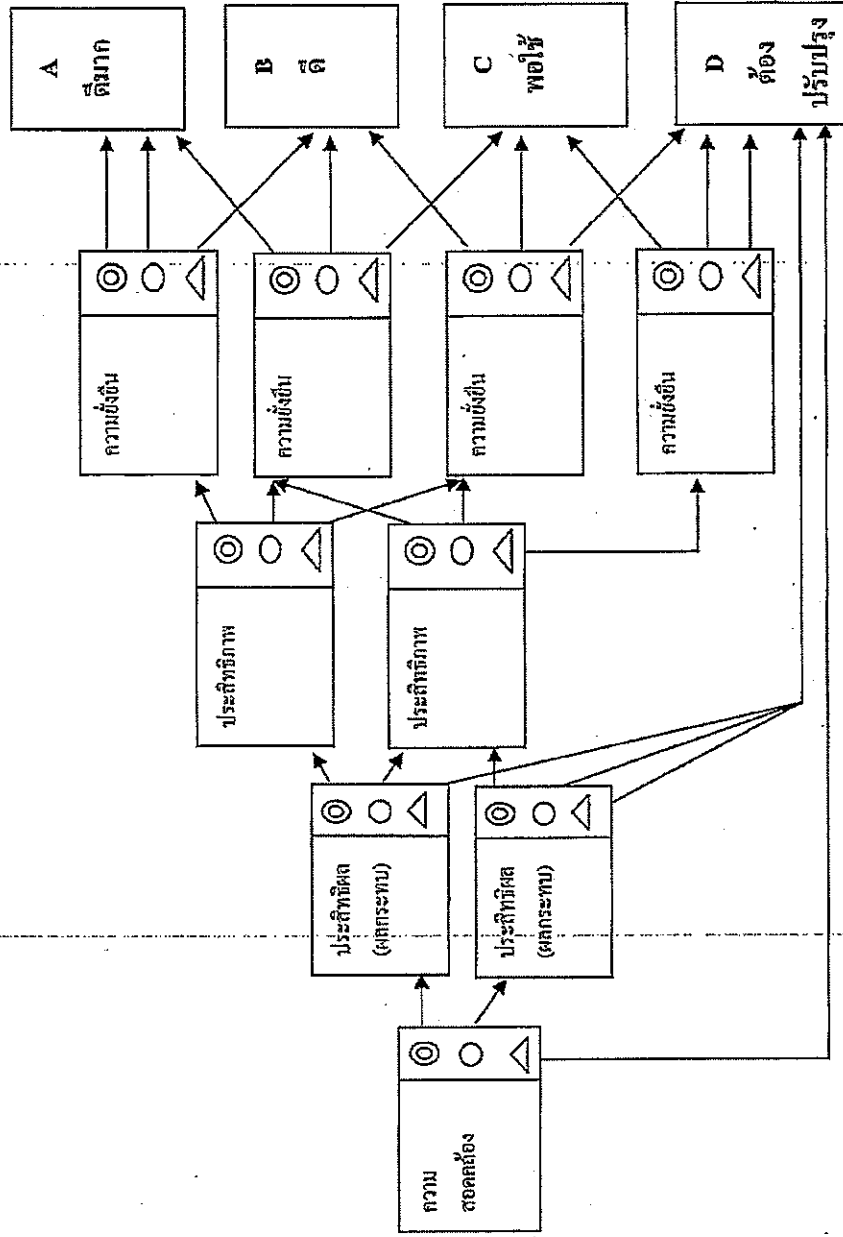
### ระดับต้องปรับปรุง (D)

แสดงถึงการดำเนินงานไม่มีความสอดคล้องกับวัตถุประสงค์ของโครงการ ประสิทธิภาพของโครงการต้องปรับปรุง สามารถปฏิบัติตามตัวชี้วัดของโครงการได้น้อยกว่าร้อยละ 50 ของเป้าหมาย ประสิทธิภาพรวมของโครงการอยู่ระดับน้อยกว่า  $< 1.50$  ซึ่งต้องปรับปรุง

แสดงเป็นแผนภูมิได้ ดังนี้

การจัดอันดับผลการประเมินโครงการที่ได้เสร็จ

อันดับผลการประเมิน



หมายเหตุ :  
 ดี                    ⊙  
 พอใช้                ○  
 ต้องปรับปรุง      △

เกณฑ์การให้คะแนนสำหรับการประเมินผลโครงการที่ตัวเสร็จ

เกณฑ์	หลักการ	มาตรการ	คะแนน	หมายเหตุ
1 ความสอดคล้องกับวัตถุประสงค์ของโครงการ (Relevance)	พิจารณาความสอดคล้องของวัตถุประสงค์และแผนงาน	- มีความสอดคล้องกับความต้องการหรือนโยบาย - มีปัญหาเกี่ยวกับความสอดคล้องกับความต้องการหรือนโยบายบ้าง - มีปัญหาเกี่ยวกับความสอดคล้องกับความต้องการหรือนโยบายอย่างมาก	◎ ○ △	
2 ประสิทธิภาพ (Effectiveness) (ผลกระทบ (Impact))	เปรียบเทียบตัวเลขที่วางแผนไว้กับที่เกิดขึ้นจริงเพื่อพิจารณาว่าวัตถุประสงค์โดยบรรลุตามที่วางไว้	- มากกว่าร้อยละ 80 ของแผนเดิม - ระหว่างร้อยละ 50 - 80 ของแผนเดิม - น้อยกว่าร้อยละ 50 ของแผนเดิม	◎ ○ △	พิจารณาตัวชี้วัดหลักทั้งหมด
3 ประสิทธิภาพ (Efficiency)	เปรียบเทียบแผนงานกับที่เกิดขึ้นจริงทั้งในด้านผลผลิต ระยะเวลา และวงเงินลงทุน กับผลที่ได้รับเพื่อวิเคราะห์ประสิทธิภาพการดำเนินงานของโครงการในภาพรวม	1. ผลผลิต - มากกว่าร้อยละ 80 ของแผนเดิม - ระหว่างร้อยละ 50 - 80 ของแผนเดิม - น้อยกว่าร้อยละ 50 ของแผนเดิม 2. ระยะเวลาตามเป้าหมาย - ร้อยละ 100 หรือน้อยกว่าของแผนเดิม - ระหว่างร้อยละ 101 - 150 ของแผนเดิม - มากกว่าร้อยละ 150 ของแผนเดิม 3. ค่าใช้จ่าย (ค่าใช้จ่ายเงินตราต่างประเทศในภาพรวม) - ร้อยละ 100 หรือน้อยกว่าของแผนเดิม - ร้อยละ 100 - 150 ของแผนเดิม - มากกว่าร้อยละ 150 ของแผนเดิม	◎ = 3 ○ = 2 △ = 1  ◎ = 1 ○ = 2 △ = 3  ◎ = 1 ○ = 2 △ = 3	ผลผลิต คือ สาขาอุปโลกที่สร้างขึ้น
4 ความยั่งยืนของโครงการ (Sustainability)	พิจารณาความยั่งยืนของโครงการในระยะปานกลางและระยะยาว และพิจารณาว่าหากเกิดปัญหาที่มีมาตรการรับมือหรือไม่	ประสิทธิภาพโครงการโดยรวม = ผลผลิต / (ระยะเวลาดำเนินงาน + ค่าใช้จ่าย/2) - ประสิทธิภาพรวม ≥ 2.50 : ระดับดี - ประสิทธิภาพรวม อยู่ระหว่าง 1.50 - 2.4 : ระดับพอใช้ - ประสิทธิภาพรวม < 1.50 : ระดับต้องปรับปรุง	◎ ○ △	

## แบบรายงานโดยสังเขป

### รายงานปิดโครงการ (Project Completion Report)

ประกอบข้อมูลและการประเมินวิเคราะห์ ดังต่อไปนี้

#### 1. ข้อมูลพื้นฐานของโครงการ

##### 1.1 รายละเอียดโครงการ ประกอบด้วย

1.1.1 ประเทศ

1.1.2 เลขที่สัญญา

1.1.3 ชื่อโครงการ

1.1.4 ผู้ดูแล

1.1.5 หน่วยงานผู้รับผิดชอบโครงการ

1.1.6 วงเงินตามสัญญา

##### 1.2 ข้อมูลการคู่ ประกอบด้วย

วันที่ เริ่มต้นและสิ้นสุดของการ Appraisal และการเจรจาเงื่อนไขและรายละเอียด วันที่อนุมัติการให้ความช่วยเหลือ วันที่ลงนามในสัญญา วันที่สัญญามีผลบังคับใช้ วันที่สิ้นสุดสัญญา เงื่อนไขของสัญญา การเปรียบเทียบประมาณการเบิกจ่าย (ช่วง Appraisal) และการเบิกจ่ายจริง ค่าใช้จ่ายที่เป็นเงินตราในประเทศ

##### 1.3 ข้อมูลโครงการ ประกอบด้วย

1.3.1 การเปรียบเทียบประมาณการค่าใช้จ่ายโครงการและค่าใช้จ่ายที่เกิดขึ้นจริง ทั้งค่าใช้จ่ายที่เป็นเงินในประเทศและต่างประเทศ

วงเงินลงทุนโครงการ	ประมาณการ (Appraisal)	ตามความเป็นจริง
เงินต่างประเทศ		
เงินในประเทศ		
รวมทั้งสิ้น		

##### 1.3.2 แผนการเงิน

วงเงินลงทุนโครงการ	ประมาณการ (Appraisal)	ตามความเป็นจริง
ค่าใช้จ่ายในการดำเนินการ (แยกแต่ละแหล่ง)		
คอกเบี่ยระหว่างก่อสร้าง		
รวมทั้งสิ้น		

### 1.3.3 หมวดค่าใช้จ่ายโครงการ

หมวดค่าใช้จ่าย	ประมาณการ (Appraisal)			ตามความเป็นจริง		
	เงิน ตปท.	เงินใน ปท.	รวม	เงิน ตปท.	เงินใน ปท.	รวม
ค่าจัดกรรมสิทธิ์ที่ดิน						
ค่างานโยธา						
ค่าจ้างที่ปรึกษา						
ค่าเผื่อเหลือเผื่อขาด						
อื่นๆ						
ดอกเบี้ยระหว่างก่อสร้าง						
<b>รวมทั้งสิ้น</b>						

### 1.3.4 การดำเนินงาน

รายการ	ประมาณการ (Appraisal)	ตามความเป็นจริง
ลงนามในสัญญาที่ปรึกษา		
ออกแบบรายละเอียดเสร็จสิ้น		
สัญญาจ้างงานโยธา		
- วันลงนามในสัญญา		
- วันส่งมอบงาน		
การจัดซื้อวัสดุอุปกรณ์		
- วันลงนามในสัญญา		
- วันส่งมอบงาน		
วันเริ่มใช้งาน		
<b>รวมทั้งสิ้น</b>		

2. การสรุปผลการดำเนินงาน ได้แก่ การประเมินความสอดคล้องกับวัตถุประสงค์และความต้องการของผู้ใช้งาน การประเมินประสิทธิภาพ ประสิทธิผล การบริหารจัดการ การดำเนินงานโครงการ ค่าใช้จ่ายของโครงการ และผลกระทบของโครงการ

3. ปัญหาอุปสรรคและการแก้ไข

4. ข้อเสนอแนะและบทเรียน

ตารางสรุปการจัดอันดับผลการประเมินโครงการที่ดำเนินการเสร็จสิ้นแล้ว

ระดับ/หลักเกณฑ์	ช่วงสอดคล้อง	ประสิทธิผล (ผลกระทบบ)	ประสิทธิภาพ	ความพึงพอใจ
A	ดี	ดี	ดี	ดี
	ดี	ดี	ดี	พอใช้
	ดี	พอใช้	พอใช้	ดี
	พอใช้	ดี	ดี	ดี
B	ดี	ดี	ดี	ต้องปรับปรุง
	ดี	ดี	ต้องปรับปรุง	ดี
	ดี	ดี	พอใช้	พอใช้
	ดี	พอใช้	ดี	พอใช้
	ดี	พอใช้	พอใช้	ดี
	พอใช้	ดี	ดี	พอใช้
	ดี	ดี	พอใช้	ดี
	ดี	พอใช้	ดี	ต้องปรับปรุง
	ดี	พอใช้	ดี	ต้องปรับปรุง
	ดี	พอใช้	ต้องปรับปรุง	ดี
	พอใช้	ดี	ต้องปรับปรุง	พอใช้
	พอใช้	ดี	ดี	ต้องปรับปรุง
	ดี	พอใช้	พอใช้	พอใช้
	พอใช้	ดี	พอใช้	พอใช้
D	ต้องปรับปรุง			
	ดี	ต้องปรับปรุง		
	พอใช้	ต้องปรับปรุง		
	พอใช้	พอใช้		
	ดี	พอใช้	พอใช้	ต้องปรับปรุง
	พอใช้	ดี	พอใช้	ต้องปรับปรุง
	ดี	พอใช้	ต้องปรับปรุง	พอใช้
	พอใช้	ดี	ต้องปรับปรุง	พอใช้
	ดี	พอใช้	ต้องปรับปรุง	ต้องปรับปรุง
	พอใช้	ดี	ต้องปรับปรุง	ต้องปรับปรุง
	ดี	พอใช้	ต้องปรับปรุง	ต้องปรับปรุง
	พอใช้	ดี	ต้องปรับปรุง	ต้องปรับปรุง

5. ข้อมูลและเอกสารประกอบอื่นๆ ได้แก่

5.1 ขอบเขตการดำเนินงานโครงการ

5.2 ลำดับเหตุการณ์สำคัญ

5.3 การประเมินผลทางวิศวกรรม

5.4 แผนการดำเนินงาน

5.5 รายละเอียดของสัญญาทางดำเนินงานโยธา งานจัดหารวัสดุอุปกรณ์ งานจ้างที่ปรึกษา

5.6 การประมาณการและการวิเคราะห์ผลที่ได้รับจากโครงการ เช่น การวิเคราะห์การจราจร เป็นต้น

5.7 การประเมินผลทางด้านเศรษฐกิจ

5.8 การประเมินผลทางการเงิน

5.9 การวิเคราะห์ผลกระทบต่อสิ่งแวดล้อม

5.10 การวิเคราะห์ผลกระทบต่อสังคมและชุมชน

## ภาคผนวก 2

สัญญาเงินกู้โครงการก่อสร้างถนนจากฤดู (อ.บ้านโคก จ.อุตรดิตถ์)  
-เมืองปากลาย แขวงไชยบุรี สปป.ลาว



**Financial Assistance Agreement**

**On**

**Poodoo – Paklay Road Construction Project**

**Between**

**Neighbouring Countries Economic Development  
Cooperation Agency (Public Organization)**

**and**

**Ministry of Finance  
The Lao People's Democratic Republic**

**Dated 2<sup>nd</sup> June 2012.**

*T.M.*

## FINANCIAL ASSISTANCE AGREEMENT

### Introduction

This Agreement dated 2<sup>nd</sup> June 2012 made by and between

- (1) The Kingdom of Thailand acting by and through Neighbouring Countries Economic Development Cooperation Agency (Public Organization) (hereinafter referred to as "the Lender"); and
- (2) The Lao People's Democratic Republic (Lao PDR) acting by and through Ministry of Finance (hereinafter referred to as "the Borrower").

In the spirit of the friendly relations existing between Lao PDR and the Kingdom of Thailand, and desiring to promote the socio-economic development effort of the Lao PDR, the Lender is willing to grant the Financial Assistance to the Borrower in the total amount of Baht 718,000,000 (Baht Seven hundred and eighteen million) by separating it into two portions which are: (i) Baht 143,600,000 (Baht One hundred forty three million and six hundred thousand) as financial assistance without any financial obligation to the Borrower (hereinafter referred to as "Grant") and (ii) Baht 574,400,000 (Baht Five hundred seventy four million and four hundred thousand) as a long-term loan facility (hereinafter referred to as "Loan") for the implementation of Poodoo - Paklay Road Construction Project (hereinafter referred to as "the Project").

The Lender and the Borrower hereby agree to enter into this Financial Assistance Agreement (including Annexes as an integral part of this Financial Assistance Agreement), according to the terms and conditions as follows:

### PART I

#### TERMS AND CONDITIONS

#### ARTICLE 1

### Definitions

In this Agreement words indicating the singular may also include the plurals and vice versa as the context requires, and the following words and expressions shall have the following meanings, except where the context requires otherwise:

- |           |  |
|-----------|--|
| Agreement | means this Financial Assistance Agreement.           |
| Baht      | means the legal currency of the Kingdom of Thailand. |

- Thailand means the Kingdom of Thailand acting by and through Neighbouring Countries Economic Development Cooperation Agency (Public Organization) (NEDA), Ministry of Finance.
- Banking Day means a day, other than Saturday and/or Sunday, on which commercial banks open for business in Bangkok and Vientiane
- Contract(s) means the civil work contracts and consultant contracts signed between the Borrower and the Contractor(s)/ Consultants(s)
- Consultant(s) means competent Thai Government Agency and/or Thai Consultants and/or the joint ventured consultants between Thai consultant(s) and Lao consultant(s)
- Contractor(s) means the Thai civil work contractors and/or the Thai consultants or the Thai civil work contractors and/or the Thai consultants forming a joint venture with Lao contractors and/or consultants.
- Force Majeure means any event, the happening or pernicious results of which could not be prevented even though a party against whom it happened or threatened to happen were to take such appropriate care as might be expected from that party in the situation and in such condition.
- Interest Payment Dates mean the 01<sup>st</sup> day of February for the interest accrued from the 01<sup>st</sup> day of August of the previous year to the 31<sup>st</sup> day of January of that year and the 1<sup>st</sup> day of August for the interest accrued from the 1<sup>st</sup> day of February to the 31<sup>st</sup> day of July of each year.
- Financial Assistance means the Grant and the Loan extended to the Borrower for the Project on terms and conditions set forth in this agreement and in accordance with the relevant laws and regulations of the Kingdom of Thailand

V.M

Grant	means the Grant extended to the Borrower for the Project
Loan	means the Loan extended to the Borrower for the Project
Project Cost	means actual cost for consulting services, construction works, administrative costs, and contingency of the Project.
Project Facilities	mean the goods and works and any facilities to be rehabilitated, installed, maintained or serviced under the Project.

## ARTICLE 2

### Amount and Purpose of the Loan

2.1 The Lender agrees to extend to the Borrower the Financial Assistance not exceeding Baht 718,000,000 (Baht Seven hundred and eighteen million) which consists of the Grant and the Loan for the Project as follows:

(a) The amount of Grant will be 20 (Twenty) percent of the actual cost of the total Project Cost, but not more than Baht 143,600,000 (Baht One hundred forty three million and six hundred thousand) under the term and conditions set forth in the Agreement and, particularly, in Part II of this Agreement;

(b) The amount of Loan is the Project Cost less amount of the Grant disbursement, but not more than Baht 574,400,000 (Baht Five hundred seventy four million and four hundred thousand) under the terms and conditions set forth in the Agreement and, particularly, in Part II of this Agreement.

2.2 This Financial Agreement shall be for the implementation of the Project described in Annex I attached hereto on terms and conditions set forth in this Agreement and in accordance with the relevant laws and regulations of the Kingdom of Thailand, including regulations of the Neighbouring Countries Economic Development Cooperation Agency (Public Organization)

2.3 Any taxes, levies, and duties incurred in Lao PDR shall be borne by the Borrower and shall not be financed by the Financial Assistance.

T.M

**ARTICLE 3****Use of Proceeds of the Financial Assistance**

In accordance with the allocation described in Annex 2 attached hereto, the Borrower shall cause the proceeds of the Financial Agreement to be used for purchasing eligible goods, equipments and services necessary for the implementation of the Project by the Contractor(s) described in Procurement Procedure attached hereto as Annex 3.

**ARTICLE 4****Particular Covenants**

4.1 (a) The Borrower shall cause the Project to be carried out with due diligence and efficiency and in conformity with sound administrative, financial, engineering, environmental and construction, and operation and maintenance practices.

(b) In the carrying out of the Project and operation of the Project facilities, the Borrower shall perform, or cause to be performed, all obligations set forth in Annex 4 to this Financial Assistance Agreement.

4.2 The borrower shall make available, prompt as needed, the funds, facilities, services, land or other resources which are required, in addition to the proceeds of the Financial Assistance, for carrying out of the Project and for the operation and maintenance of the Project facilities.

4.3 (a) In carrying out of the Project, the Borrower shall cause competent and qualified consultants and contractors acceptable to the Lender, to be employed to an extent and upon terms and conditions satisfactory to the Borrower and the Lender.

(b) The Borrower shall cause the Project to be carried out in accordance with plans, design standards, specifications, work schedules and contraction methods acceptable to the Lender. The Borrower shall furnish, or cause to be furnished, to the Lender, promptly after their preparation, such plans, design standards, specifications and work schedules, and any material modifications subsequently made therein, in such detail as the Lender shall reasonably request.

4.4 The Borrower shall ensure that the activities of its departments and agencies with respect to the carrying out of the Project and operation of the Project facilities are consistent with the Good Governance Principle.

SM

4.5 (a) The Borrower shall (i) maintain, or cause to be maintained, separate accounts for the Project; (ii) have such accounts and related financial statements audited annually, in accordance with appropriate auditing standards consistently applied, by independent auditors whose qualifications, experience and terms of reference are acceptable to the Lender, (iii) furnish to the Lender, as soon as available but in any event not later than 6 (six) months after the end of each related fiscal year, certified copies of such audited accounts and financial statements and the report of the auditors relating thereto (including the auditors' opinion on the use of the Financial Assistance proceeds and compliance with the financial covenants of this Financial Assistance Agreement as well as on the use of the procedures for imprest account/ statement of expenditures) all in the English language; and (iv) furnish to the Lender such other information concerning such accounts and financial statements and the audit thereof as the Lender shall from time to time reasonably request.

(b) The Borrower shall enable the Lender, upon the Lender's request, to discuss the Borrower's financial statements for the Project and its financial affairs related to the Project from time to time with the auditors appointed by the Borrower pursuant to Article 4.5 (a) hereabove, and shall authorize and require any representative of such auditors to participate in any discussions requested by the Lender, provided that any such discussion shall be conducted only in the presence of an authorized officer of the Borrower unless the Borrower shall otherwise agreed.

4.6 The Borrower shall enable the Lender's representatives to inspect the Project, the goods, the equipment, the services and works financed out of the proceeds of the Financial Assistance, and any relevant records and documents.

4.7 The Borrower shall ensure that the Project facilities are operated, maintained and repaired in accordance with sound administrative, financial, engineering, and environmental, construction and maintenance and operational practices.

4.8 If the Borrower wishes to apply the public-private participation method to undertake the future business activities or operations arising from, or in connection with the Project, the Lender requests the Borrower to consider in granting the priority and the privilege to the Thai entities to carry out such business activities or operations and in compliance with the law of the Lao PDR.

V.M

**ARTICLE 5****Conditions Precedent**

The Grant and the Loan under this Agreement shall be disbursed only after the following conditions have been fulfilled on or before 90 (ninety) days after signing of this Agreement:

5.1 The Lender receives a legal opinion regarding the validity and enforceability of this Agreement from the Ministry of Justice of the Lao PDR, in the form given in Annex 5 attached hereto.

5.2 The Lender receives Evidence of Authority for person(s) who will make, sign and deliver documents necessary for the implementation of the Agreement, together with authenticated specimen signature of such person(s) in the Form given in Annex 6.

**PART II****The Use and Disbursement of Grant and Loan****ARTICLE 6**

6.1 The Financial Assistance could be disbursed only after the conditions precedents as stated in Article 5 have been fulfilled.

6.2 The disbursement shall be made in installments. For each installment the amount of Grant and Loan portion shall be divided in a proportion of 20 (twenty) percent Grant and 80 (eighty) percent Loan, respectively.

6.3 The final disbursement under this agreement shall be made not later than 6 (six) years from signing date and no further disbursement shall be made by the Lender thereafter, unless otherwise agreed upon between the Lender and the Borrower.

V.M.

**PART III**  
**Interest Charges and Repayment**  
**ARTICLE 7**

7.1 For the Loan portion: The Borrower agrees to pay interest to the Lender semi-annually on each Interest Payment Date at the rate of 1.5 (one point five) percent per annum on principal amount outstanding. Such interest shall be calculated on the basis of actual days elapsed and a year of 365 (three hundred and sixty five) days and shall be due and payable on each Interest Payment Date.

7.2 The Borrower shall repay the principal amount disbursed and outstanding of the Loan to the Lender in 40 (forty) consecutive semi-annual installments after a grace period of 10 (ten) years. The Loan shall be repayable in accordance with the Principal Repayment Schedule set forth in Annex 7 attached hereto.

7.3 The Borrower agrees to pay one time management fee to the Lender at the rate of 0.15 (zero point one five) percent of the Financial Assistance amount under this agreement. The management fee will be disbursed at the same time as the first disbursement of this Financial Assistance.

7.4 Notwithstanding the foregoing, if the Borrower fails to pay any amount due hereunder on the due date at the stated maturity, the Borrower shall pay a penalty fee for arrears at the rate of 2 (two) percent per annum for the period starting from the due date until the date on which such payment is credited to the account of the Lender.

7.5 Any payment that would be due on a day which is not a Banking Day shall be due on the next Banking Day.

7.6 In case any payments hereunder are subject to any restrictions and conditions, or deductions for any taxes, levies, duties or other charges of whatsoever nature, the Borrower shall pay such additional amounts as may be necessary in respect of such payments so that the Lender shall receive full amounts due hereunder.

T.M.



**ARTICLE 8****Administration of Financial Assistance**

8.1 The Borrower shall authorize Ministry of Public Works and Transport (hereinafter referred to as "the Executing Agency") to implement the Project.

8.2 The Borrower shall cause the Executing Agency to employ Contractor(s) for the implementation of the Project.

8.3 Should the fund available from the proceeds of the Financial Assistance be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

8.4 The Borrower shall cause the Executing Agency to furnish the Lender 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 a form that the Lender may reasonably request .

8.5 Promptly, but in any event not later than 6 (six) months after completion of the Project, the Borrower shall cause the Executing Agency to furnish the Lender with a project completion report in form and substances satisfactory to the Lender.

**ARTICLE 9****Remedies**

In the event that Force Majeure has occurred, and the Lender has an opinion that such situation is not remediable and the Borrower is not capable of performing its obligations under this Agreement, the Lender reserves the right to terminate disbursement and/or may declare all principal then outstanding with interest to be due and payable immediately and upon such declaration such principal and interest shall become immediately due and payable.

Negotiation shall be made between the parties before the Lender exercises the right of termination. But the negotiation period shall not exceed 90 (ninety) days after such situation has occurred.

J.M

**ARTICLE 10****Procurement Procedure**

The guidelines for procurement procedure is stipulated in the Procurement Procedure attached hereto as Annex 3.

**ARTICLE 11****Disbursement Procedure**

The Financial Assistance shall be disbursed in accordance with the Disbursement Procedure attached hereto as Annex 8.

**ARTICLE 12****Early Repayment of Principal**

12.1 The Borrower will be entitled to optionally prepay without commission or penalty, in whole or in part, the outstanding amount under this Agreement upon giving written notice at least 30 (thirty) days prior to such proposed prepayment date. The amount of any such prepayment shall be equal to one repayment installment or an integral multiple thereof plus accrued interest up to the date of prepayment.

12.2 Unless otherwise agreed upon, sums paid under this Article shall be used for the repayment of the latest installment.

**ARTICLE 13****Currency, Place and Notice of Payment**

All payments of the principal and interest hereunder shall be made in Baht to the Lender by 02:00 PM., Bangkok time, on the due date of such payment. The method of payment shall be determined by the parties attached hereto as Annex 9.

T.M

**ARTICLE 14****Default**

14.1 An event of default will be considered to have occurred in any of the following events:

- (1) Failure by the Borrower, for any reason, to pay on the due date, any amount due under this Agreement;
- (2) Non fulfillment by the Borrower of any of its obligations under this Agreement.

14.2 After the occurrence of an event of default, the Borrower shall remedy such default within 30 (Thirty) days after the occurrence. If the Borrower can remedy any event of default within the remedy period with the satisfactory of the Lender, the Lender shall be once again under the obligation to perform this Agreement, and specifically to keep making available the funds to the Borrower in accordance with this Agreement. However, if the Borrower fails or unable to remedy within such period, the Lender shall have the right to terminate this Agreement and, in such case, the Borrower shall immediately pay to the Lender all the outstanding amount under this Agreement and the Lender shall also have the rights to take any action against the Borrower.

14.3 Any delay in the exercise of its rights by the Lender, upon the occurrence of default, will not affect the validity of such rights and will not be construed as a waiver of such rights or an assent to the default.

**ARTICLE 15****Independence of the Agreement**

The obligation of the Borrower to pay to the Lender, on the dates hereby agreed upon, any sums due by virtue of this Agreement, is independent from the performance by the Contractor(s).

**ARTICLE 16****Applicable Law and Settlement of Dispute**

16.1 This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.

*V.M.*

*lll*

16.2 Disputes concerning the interpretation or application of this Agreement shall be settled amicably through consultations between the parties. If the dispute cannot be settled within 6 (six) months after the date of request for consultations, it shall be finally and exclusively resolved by arbitration in Bangkok, Thailand in accordance with the Arbitration Rules of the Thai Arbitration Institute, Office of Judiciary and with the Thai Arbitration Act application at the time of submission of the dispute to arbitration.

16.3 The parties to such arbitration shall be the Lender on the one hand and the Borrower on the other hand.

16.4 The arbitral tribunal shall consist of three arbitrators. The first arbitrator shall be appointed by the Lender, the second by the Borrower and the third (hereinafter referred to as "the Chairman") by agreement of the two arbitrators. If the two arbitrators are unable to agree on the appointment of the Chairman, such appointment of the Chairman shall be referred to and appointed by a court of competent jurisdiction.

16.5 The Arbitral Award shall be final and binding upon the parties, and each party shall abide by, and comply with the award.

16.6 Each party shall bear the cost of his own arbitrator's service. The cost related to the arbitral process shall be borne by one or both parties according to the terms of the Award. The cost of the Chairman shall be shared and paid by each party in equivalent portion.

16.7 If the award has not been complied by the parties within 30 (thirty) days after the receipt of the copy of the award by the parties, a party may institute proceeding before a competent court for judgment on compliance with the award or enforcement of the award.

#### ARTICLE 17

##### Coming into force

This Agreement shall come into force on the date of its signing.

#### ARTICLE 18

##### Notice

Except as otherwise expressly provided in this Agreement, all notices and other communications hereunder or in respect hereof shall be in writing, and shall be addressed to the address indicated below or at such other addresses as it may from time to time be notified.

*DM*

Borrower	Ministry of Finance of the Lao PDR
Attention	Director General, External Finance Department
Address	P.O. Box 46, Rue 23 Singha, Vientiane, Lao PDR
Telephone	(856 - 21) - 412 - 142, 856 - 21 - 911 - 611
Facsimile	856 - 21 412 - 142
Lender	Neighbouring Countries Economic Development Cooperation Agency (Public Organization), the Kingdom of Thailand
Attention	President, Neighbouring Countries Economic Development Cooperation Agency (Public Organization)
Address	Suntowers building A 14 <sup>th</sup> Fl., Vibhavadi-Rangsit Rd., Bangkok 10900, the Kingdom of Thailand
Telephone	(66-2) 617 7676
Facsimile	(66-2) 617 7683-4

All notices, requests, demands or other communications hereunder shall be in the English language and shall be deemed to have been given upon:

- if sent by registered mail, on the day of receipt;
- if sent by facsimile, on the day of the receipt of registered mail of such transmission confirmation.

### ARTICLE 19

#### Annexes

The following documents are attached to this Agreement and shall form an integral part of this Agreement:

- 19.1 Annex 1: Description of the Project (2 (two) pages)
- 19.2 Annex 2: Allocation of Proceeds of the Financial Assistance (1 (one) page)
- 19.3 Annex 3: Procurement Procedure (5 (five) pages)
- 19.4 Annex 4: Execution of the Project and Operation of the Project facilities  
(2 (two) pages)
- 19.5 Annex 5: Legal Opinion on the Financial Assistance Agreement  
(2 (two) pages)
- 19.6 Annex 6: Evidence of Authority/ Specimen Signature (2 (two) pages)
- 19.7 Annex 7: Principal Repayment Schedule (1 (one) page)

4.5

19.8 Annex 8: Disbursement Procedure (6 (six) pages)

19.9 Annex 9: Method of Payment (1 (one) page)

In the event of any inconsistency between this Agreement and any provision of the Annexes, the terms and conditions of this Agreement shall prevail.

This Agreement is made in the English language in 2 (two) identical counterparts, one for the Borrower and the other for the Lender, and both texts are equally authentic.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto represented by person(s) duly authorized on 2<sup>nd</sup> June 2012.

For and on behalf of  
Neighbouring Countries Economic  
Development Cooperation Agency  
(Public Organization)  
The Kingdom of Thailand



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**ACKSIRI BURANASIRI**

President

Neighbouring Countries Economic  
Development Cooperation Agency  
(Public Organization)

For and on behalf of  
Ministry of Finance  
The Lao People's Democratic Republic



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**PHOUPHET KHAMPHOUNVONG**

Minister of Finance

**ANNEXS OF**  
**FINANCIAL ASSISTANCE AGREEMENT**

**Annex 1**

**Description of the Project**

Section 1. Outline of the Project

(1) Objective:

(a) To construct Road from Ban Poodoo (Uttaradit Province, Thailand) to Junction NR 4, Paklay Town (Xayaboury Province, Lao PDR), divided into 2 parts

- Main Road from Ban Poodoo - Junction NR 4, Paklay Town
- Bypass Road in Ban Boum Lao and Ban Pha Keao

(b) To construct the building and facilities for Border Check point in Lao PDR side

(2) Location: From Ban Poodoo (Uttaradit Province Thailand) to Paklay Town (Xayaboury Province Lao PDR)

(3) Executing Agency: Department of Roads, Ministry of Public Works and Transport of Lao PDR

Address: Department of Roads, Ministry of Public Works and Transport  
Lane Xang Avenue P.O. Box 4235, Vientiane, Lao DPR

Tel: 856 21 412 714

Facsimile: 856 21 414 132

(4) Eligibility of the Financial Assistance for the Project (as described in Annex 3)

- (a) To procure Thai civil work contractors for the Project.
- (b) To procure Thai consultant services for the Project.
- (c) To procure construction goods, equipment and services.

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

Any portion of the Works or Projects not covered by the Financial Assistance under Clause (4) is to be financed by the Borrower.

*Handwritten initials/signature*

Section 2. Estimated annual fund requirements are shown below:

Calendar Year (Jan.-Dec.)	Financial Assistance (in million Baht)
2012	107.0
2013	280.0
2014	200.0
2015	131.0
Total	718.0

Section 3. The Project is expected to be completed by the end of 2015

G.M.



Annex 2Allocation of Proceeds of the Financial Assistance

## Section 1: Allocation

Category	Amount of the Financial Assistance Allocated (in million Baht)	% of Expenditure to be Financed (Percent)
(A) Civil Works	661.00	100
(B) Consulting Services	33.00	100
(C) Administrative Cost	4.00	100
(D) Contingencies	20.00	-
<b>Total</b>	<b>718.00</b>	<b>-</b>

Note: 1. Items not eligible for financing are as shown below

- (a) Taxes and duties
- (b) Purchase of land and other real property

2. Civil works including:

- (a) The Road Construction,
- (b) Building and facilities for Border Check point, and
- (c) Detailed design for (b).

With regard to disbursement in each category, the amount 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 the Lender and Borrower.

## Section 2: Reallocation upon change in cost estimates

(1) If the estimated cost of items included in any of categories (A), (B) and/or (C) shall decrease, the amount then allocated to, and no longer required for, such category will be reallocated by the **Lender's Approval** to category (D).

(2) If the estimated cost of items included in any of categories (A), (B) and/or (C) shall increase, the amount equal to portion, if any, of such increase to be financed out of the proceeds of the Financial Assistance, will be allocated with the **Lender's Approval**, at the reasonable request of the Borrower, to such category from category (D), subject, however, to the requirements for contingencies, as determined by the **Lender's Approval**, in respect of necessity of the cost of items in other categories.

G.M.

Annex 3Procurement Procedure

Section 1. Guidelines to be used for Procurement under the Financial Assistance.

(1) The Financial Assistance falls into the categories of "partly tied condition".

Therefore, the procurement under the Financial Assistance is as follows:

(a) The Borrower is required to procure the Contractor(s) to undertake the Project.

(b) The Contractor(s) shall possess the following qualifications:

(i) being a juristic person incorporated or constituted under Thai laws whether or not with limited liability and whether or not for pecuniary profit;

(ii) its financial status and operational performance must be sound and reasonably well-organized with respect to the condition and type of business;

(iii) the majority of its equity owned by Thai citizen or Thai justice person.

(c) The Contractor(s) is required to purchase eligible goods, equipment and services necessary mainly from Thailand for the implementation of the Project.

(d) The Contractor(s) may join with Lao PDR contractors or consultants, who have experiences in the Project construction or supervision, responsively, in relation to the works under the Project, to compete the bidding of the Project.

(2) In order to promote cost-efficient use of the Contractor(s), the Borrower is required to use the Competitive Bidding procurement. Such procurement is affected through Competitive Bidding among the contractors of the country of the Lender.

Section 2. Eligible Goods, Equipment and Services

The eligible goods, equipment and services procured by the Contractor(s) under the Financial Assistance shall be Thai goods, equipment and services of at least 50 (fifty) percent of the total value of goods, equipment and services purchased under the Contract(s). Thai goods, equipment and services are those having a significant portion of their production process in the Kingdom of Thailand and purchased from producers or suppliers located in the Kingdom of Thailand.

Section 3. Procurement Procedures

(1) The Borrower has responsibility for the procurement of the Contractor(s) in accordance with "the Guidelines to be used for Procurement under the Financial Assistance" in Section 1 of this Annex.

1.9

(2) The rights and obligations of the Borrower in relation to bidders for the Contractor(s) to be furnished to carry out the Project will be governed by the bidding documents issued by the Borrower. However, the Borrower is required to submit to the Lender all bidding documents as well as its procedures regarding advertising, prequalification of bidders, opening of bids, bids evaluation and award of the contract(s). When the Contractor(s) has been selected by the Borrower, before sending the notice of award to the Contractor(s), the Borrower shall submit to the Lender for its review and concurrence of all bidders and a report on selection process, with the reason for choice made attaching all relevant documents. When the Lender has no objection to the said documents, the Lender shall inform the Borrower accordingly by means of a Notice.

(3) Promptly after civil work contracts and/or a consultant contracts have been executed by the Borrower and the awarded contractor(s) the Borrower shall submit to the Lender, for its review and concurrence, a duly certified copy of the Contract(s), together with a Request for Review of Contract (as per Form No.1 attached hereto). When the Lender determined the Contract to be consistent with this Agreement, the Lender shall inform the Borrower accordingly by means of a Notice.

(4) If the procurement on the basis of the Competitive Bidding Method is not successful, the Borrower shall submit to the Lender a Request for Review of Procurement Procedure Method(s) (as per Form No.2 attached hereto). The Lender shall inform the Borrower of its concurrence by means of a Notice Regarding Procurement Method(s).

(5) The Borrower shall not award any works contracts financed under the Financial Assistance until: (a) the corresponding initial environmental examination or environmental impact assessment has been carried out by relevant authorities of the Borrower; and (b) Resettlement Plan has been carried out by relevant authorities of the Borrower.

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*T.M*

Ref. No.

Date:

Neighbouring Countries Economic Development  
Cooperation Agency (Public Organization) (NEDA)  
Suntowers building A 14<sup>th</sup> Fl., Vibhavadi-Rangsit Rd.,  
Bangkok 10900, Thailand

Attention: .....

Dear Sir,

**Subject: Request for Review of Contract**

Reference is made to the provisions in the Financial Assistance Agreement  
No \_\_\_\_\_, dated \_\_\_\_\_ for \_\_\_\_\_, we hereby submit for your review  
a certified copy of the civil works contract and/or the consultant contract as attached hereto.

Please notify us in writing of your approval of the said contract.

Yours sincerely,

\_\_\_\_\_  
(Authorized Signature)

(.....Agency.....)

T.T

Ref. No.

Date:

Neighbouring Countries Economic Development  
Cooperation Agency (Public Organization) (NEDA)  
Suntowers building A 14<sup>th</sup> Fl., Vibhavadi-Rangsit Rd.,  
Bangkok 10900, Thailand

Attention: .....

Dear Sir,

**Subject: Request for Review of Procurement Procedure Method**

Reference is made to provision in the Financial Assistance Agreement  
No. \_\_\_\_\_, dated \_\_\_\_\_ for \_\_\_\_\_, we hereby submit for your review the Procurement  
Method(s) as per attached sheet.

Please notify us of your approval of the said Procurement Method(s).

Yours sincerely,

\_\_\_\_\_  
(Authorized Signature)

(.....Agency.....)

*Handwritten initials/signature*

*Handwritten mark*

Attached Sheet No.....

1. Name of the Project:
2. Method(s) of Procurement

( ) Competitive Bidding  
( ) Direct Negotiation  
( ) National Shopping  
( ) Direct Contracting  
( ) Other ( )

3. Reasons for Selection of Method(s) of Procurement in detail  
(for instance, technical consideration, economic factors, experiences and capabilities)
4. Name and Address of the Contractor(s)
5. Estimated Contract Amount (in Baht)
6. Main Items Covered by the Contract
7. Type of Contract (civil work or consultant)
8. Schedule (Date of Execution of the Contract, Date of Commencement of Works and Completion date)

A.7

**Annex 4****Execution of the Project and Operation of the Project facilities****I. PROJECT COVENANTS****Construction Quality**

The Borrower shall ensure that the works financed under the Project comply with technical specifications of the design and the construction supervision, quality control, and project management are performed according to accepted standards and practices.

**Land Acquisition and Resettlement**

1. The Borrower acting through relevant government authorities shall ensure that all land and construction area required for the Project are made available free and clear from any and all rights and claims of third parties and any other encumbrances whatsoever in a timely manner and that land acquisition and resettlement are carried out pursuant to the Resettlement Plan (RP) and in conformity with Borrower's applicable laws and regulations.

2. The Borrower shall ensure that contractor(s) commence the construction works in consistent with the Resettlement Plan of the Project.

**Maintenance of the Project and all Project Facilities**

The Borrower shall ensure that the Borrower will have (i) a system for efficient maintenance of goods, equipment, and work financed under this projects; (ii) funding modalities to finance the maintenance of the Project facilities, and (iii) develop or adopt adequate the Project facilities maintenance standards.

**Environment**

1. The Borrower shall ensure that the Project and all project facilities are developed, conducted, implemented and maintained in accordance with its applicable laws and regulations

2. The Borrower shall ensure that an environmental impact assessment (EIA) is prepared for the Project in accordance with its applicable laws and regulations and that such EIA is adhered to during design, construction and operation phases of the Project.

T-7

3. The Borrower shall ensure that the environmental management plan (EMP) is implemented in accordance with its terms, and that all recommendations of the EMP are incorporated in the bidding documents, works contracts and consultant's contracts to ensure compliance.

4. The Borrower shall ensure that (a) it monitors the implementation of EMPs by the contractor; (b) works and consulting services contracts include specific provisions for EMPs' preparation, implementation and monitoring, (c) mitigation measures in EMPs are adequately implemented by the contractors, and (d) adequate budgetary allocation for these activities are timely provided. The Borrower shall also ensure that it will timely submits semi-annual monitoring reports on EMPs implementation to the Lender

## II. OPERATIONAL CONSIDERATIONS

### Governance and Anticorruption

1. The Borrower shall ensure that the project is carried out in the manner consistent with its commitment to good governance, accountability and transparency, and will undertake directly, or through its agents, investigation of any alleged corrupt, fraudulent, collusive or coercive practices related to the Project/subproject and cooperate with such investigation and extend all necessary assistance including access to all relevant books and records, and engaging independent experts who may be needed for satisfactory completion of such investigations. All costs related to such investigations shall be borne by the Borrower.

2. The Borrower shall also ensure that anticorruption provisions shall be included in all bidding documents and contracts and it shall undertake additional measures to improve governance, accountability, and transparency, including independent external auditing of contracts, accounts, and financial statements.

T.M  
/

*etc*



Annex 5

Legal Opinion on the Financial Assistance Agreement

Ref. No.

Date:

(Name and Address of Lender)

Attention: .....

Dear Sir,

Legal Opinion on the Financial Assistance Agreement

With respect to the Financial Assistance extended by the Government of the Kingdom of Thailand acting by and through Neighbouring Countries Economic Development Cooperation Agency (Public Organization) (hereinafter refer to as "the Lender") to the government of Lao People's Democratic Republic acting by and through Ministry of Finance (hereinafter referred to as "the Borrower") in aggregate amount not exceeding Baht 718,000,000 (Baht seven hundred and eighteen million) as the principal in accordance with the terms and conditions of the Financial Assistance Agreement No \_\_\_\_\_, dated \_\_\_\_\_ between the Borrower and the Lender and other agreements supplement thereto (hereinafter referred to as "the Financial Assistance Agreement"), I, the undersigned, acting as legal counsel for the Borrower, certify as follows:

I have considered and examined, among other things, the following documents:

- (a) the Financial Assistance Agreement;
- (b) evidence of authority and specimen signature, dated \_\_\_\_\_ issued by \_\_\_\_\_;
- (c) other documents;
- (d) all the laws and regulations in the country of the Borrower relevant to the power and authority of the Borrower to make, sign and deliver the Financial Assistance Agreement.

Based upon the foregoing, I hereby certify as follows:

1. that the Financial Assistance Agreement has been made, signed and delivered by (Name and Title of authorized Person), who has the power and authority to make, sign and deliver under the laws and regulations of the Lao PDR;
2. that the Financial Assistance Agreement are legal, valid and binding obligations of the Borrower, enforceable against it in accordance with the provisions thereof;

*Handwritten signature/initials*

*Handwritten mark*

3. that the Borrower is Ministry of Finance of the Lao PDR, which has its function and power under the laws and regulations of the Lao PDR and is authorized to borrow foreign currency funds from abroad under the laws and regulations of the Lao PDR and that the terms and conditions of the Financial Assistance Agreement are in compliance with the provisions of the laws and regulations of the Lao PDR;

4. that, therefore, the Financial Assistance Agreement has been duly authorized by and made, signed and delivered on behalf of the Borrower and constitutes a valid and binding obligation upon the Borrower with regard to all terms and conditions; and

5. that the authorization and any other procedures necessary for the implementation of the Financial Assistance Agreement have been duly effected and completed.

IN WITNESS WHEREOF, I, the undersigned, have hereto set my hand and affixed my official seal, this \_\_\_\_\_ day of \_\_\_\_\_.

Yours sincerely,

(\_\_\_\_\_)

Minister of Justice  
Ministry of Justice

      
D.P.

Annex 6

Evidence of Authority/ Specimen Signature

Ref. No.

Date:

.....Name and Address of Lender.....

Attention: .....

Dear Sir,

**Evidence of Authority**

I, \_\_\_\_\_ (Title) \_\_\_\_\_, hereby certify that the following persons are authorized to make, sign and deliver, on my behalf, the documents necessary for the implementation of Financial Assistance Agreement No \_\_\_\_\_, dated \_\_\_\_\_ concluded between the Kingdom of Thailand and the Lao PDR.

And I hereby declare that the said documents made, signed and delivered by the said persons shall be valid and binding on the Lao PDR as though the same were signed personally by myself.

The official titles and names of the authorized persons are as follows;

- |    |                  |                   |
|----|------------------|-------------------|
| 1. | _____ Name _____ | _____ Title _____ |
| 2. | _____ Name _____ | _____ Title _____ |
| 3. | _____ Name _____ | _____ Title _____ |
| 4. | _____ Name _____ | _____ Title _____ |

Specimen signatures of the above authorized persons are enclosed herewith.

Yours sincerely,

\_\_\_\_\_  
(Name of Borrower)

\_\_\_\_\_  
(Authorized Signature)

4.7

Enclosure: Specimen Signatures

Specimen Signatures

- 1. \_\_\_\_\_ (Official title and name) \_\_\_\_\_ (signature)
- 2. \_\_\_\_\_ (Official title and name) \_\_\_\_\_ (signature)
- 3. \_\_\_\_\_ (Official title and name) \_\_\_\_\_ (signature)
- 4. \_\_\_\_\_ (Official title and name) \_\_\_\_\_ (signature)

Attested:

By: \_\_\_\_\_  
(Authorized Signature)

1.7

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CC

CC

Annex 7  
**Principal Repayment Schedule**

Due Date	Amount (in Baht)
01 August 2022	14,360,000
01 February 2023	14,360,000
01 August 2023	14,360,000
01 February 2024	14,360,000
01 August 2024	14,360,000
01 February 2025	14,360,000
01 August 2025	14,360,000
01 February 2026	14,360,000
01 August 2026	14,360,000
01 February 2027	14,360,000
01 August 2027	14,360,000
01 February 2028	14,360,000
01 August 2028	14,360,000
01 February 2029	14,360,000
01 August 2029	14,360,000
01 February 2030	14,360,000
01 August 2030	14,360,000
01 February 2031	14,360,000
01 August 2031	14,360,000
01 February 2032	14,360,000
01 August 2032	14,360,000
01 February 2033	14,360,000
01 August 2033	14,360,000
01 February 2034	14,360,000
01 August 2034	14,360,000
01 February 2035	14,360,000
01 August 2035	14,360,000
01 February 2036	14,360,000
01 August 2036	14,360,000
01 February 2037	14,360,000
01 August 2037	14,360,000
01 February 2038	14,360,000
01 August 2038	14,360,000
01 February 2039	14,360,000
01 August 2039	14,360,000
01 February 2040	14,360,000
01 August 2040	14,360,000
01 February 2041	14,360,000
01 August 2041	14,360,000
01 February 2042	14,360,000
<b>Total Principal Payment</b>	<b>574,400,000</b>

Subject to written consent by the Lender, the Borrower may confirm and certify the amount of principal repayment after the completion of disbursement.

T-7

**Annex 8**  
**Disbursement Procedure**

**Section 1. Disbursement Principles**

(1) Disbursement is made in installments, within the amount and period stipulated in this Agreement.

For each Request for Disbursement, the Borrower needs to submit to the Lender of an Application for Withdrawal Form (as per Form No.3 attached hereto), signed by a duly authorized person of the Borrower, together with supporting documents for payment.

(2) Each time the disbursement is made, the Lender sends a Notice of Disbursement (as per Form No.4 attached hereto) in duplicate to the Borrower and the Borrower shall immediately return to the Lender one copy of this Notice of Disbursement, signed by a duly authorized person of the Borrower.

(3) When the final disbursement has been completed, the Lender will send a Notice of Completion of Disbursement (as per Form No.5 attached hereto) in duplicate to the Borrower and the Borrower shall immediately return to the Lender one copy of the Notice of Completion of Disbursement, signed by a duly authorized person of the Borrower.

**Section 2. Disbursement Procedure**

Open Account Procedure shall be applied for disbursement of the proceeds of the Financial Assistance as follows:

**A. Payment for the Contractor(s)**

(1) The Borrower receives the request for payment from the Contractor(s).

(2) The Borrower submits to the Lender a request for disbursement along with the supporting documents for payments specified in the Contract(s).

(3) After confirming the adequacy of the documents, the Lender shall make a disbursement, paying it into an account of the Contractor(s) advised by the Borrower.

**B. Payment for the administrative cost**

(1) The Borrower submit to the Lender a request for disbursement along with the supporting documents for payments of administrative cost.

(2) After confirming the adequacy of the documents, the Lender shall make a disbursement, paying it into the Borrower's account or the account advised by the Borrower.

*J.V.*

*the*

Form No.3

Ref. No.

Date:

Neighbouring Countries Economic Development  
 Cooperation Agency (Public Organization) (NEDA)  
 Suntowers building A 14<sup>th</sup> Fl., Vibhavadi-Rangsit Rd.,  
 Bangkok 10900, Thailand

Attention: President

Dear Sir,

**Application for Withdrawal**

We hereby notify you that we have made the following Application for Withdrawal under the Financial Assistance Agreement No \_\_\_\_\_ dated \_\_\_\_\_.

1. Please make a payment in the amount of Baht.....(.....) for (.....).

We apply for this withdrawal from the account opened under Financial Assistance Agreement and hereby certify as follows:

a) That the said amount is required to enable us to meet expenditure as described in the attached summary sheet(s) which forms an integral part of this application; such expenditure are to be made for the purposes specified in the said Financial Assistance Agreement; the goods, equipment, and services so procured are appropriate for such purposes; and the costs and terms of the procurement hereof are reasonable and in accordance with the Financial Assistance Agreement;

b) that there is no existing default under the said Financial Assistance Agreement at this time this application is made;

c) that the borrower will use the aforementioned withdrawn amount only for the payment of the goods equipment, and services which is due and the Borrower shall provide the Lender satisfactory evidence of such payment as promptly as possible;

d) that the said amount shall be used only for the payment of the such goods equipment, and services as well as the administrative as set forth in the attached summary sheet(s) ;

*[Handwritten signature]*

*[Handwritten initials]*

2. Detail of Expenditure: \_\_\_\_\_

Name and Address of Contractor or Consultant: \_\_\_\_\_

Brief Description of Goods, Works or Services: \_\_\_\_\_

Currency and Total Amount of Contract: \_\_\_\_\_

3. Withdrawal Details

Category: \_\_\_\_\_

4. Name and Address of Bank and Account No. of Payee.

\_\_\_\_\_  
\_\_\_\_\_

5. Name and Address of Payee.

\_\_\_\_\_  
\_\_\_\_\_

This application consists of these pages and a set of support document signed and numbered summary sheets.

.....the Borrower.....

acting by and through

.....Agency.....

By: ( \_\_\_\_\_ )

[Signature of Authorized Representative ]

\_\_\_\_\_  
[Print Name of Authorized Representative]

\_\_\_\_\_  
[Title of Authorized Representative]

*Handwritten initials/signature*

*Handwritten mark*



Ref. No.

Date:

Address of the Borrower

Attention: ....The Borrower.....

Notice of Disbursement

We hereby notify you that we have made the following disbursement under the Financial Assistance Agreement No \_\_\_\_\_ dated \_\_\_\_\_.

- 1. Number of Disbursements
- 2. Date of Disbursement
- 3. Amount of Disbursement
- 4. Cumulative Total of Disbursements under the Financial Assistance Agreement (Including the present Disbursement)
- 5. Others

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

Yours sincerely,

\_\_\_\_\_  
(Authorized Person)

The Lender

Date:

We hereby acknowledge the receipt of this Notice and confirm the disbursement under the Financial Assistance Agreement as stated above.

\_\_\_\_\_  
(Authorized Person)

The Borrower

*T.M.*

*su*

Ref. No.

Date:

Address of the Borrower

Attention: .....The Borrower.....

**Notice of Completion of Financial Assistant Disbursement**

With reference to the Financial Assistance Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, we hereby notify you that all disbursements of the Grant and Loan under this Financial Assistance Agreement have been completed. The details of disbursements are as follows:

The Grant

1. Cumulative Total of Disbursement Baht \_\_\_\_\_

The Loan

1. Loan Limit Amount (A) Baht \_\_\_\_\_

2. Cumulative Total of Disbursement (B) Baht \_\_\_\_\_

3. Unused Balance (A-B) Baht \_\_\_\_\_

4. Date of Final Disbursement \_\_\_\_\_

5. Date of Completion of Disbursement \_\_\_\_\_

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

1. Amortization Schedule; Per attached

2. Due Dates of Interest Payments

(1) Due date of next payment

(2) Due dates thereafter

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

Yours sincerely,

\_\_\_\_\_  
(Authorized Person)

The Lender

Date:



Annex 9Method of Payment**Currency, Place and Notice of Payment**

1. All payments of principal and interest hereunder shall be made in Baht or by making available freely convertible Baht to the Lender's account which will be designated by the Lender by 02.00 PM., Bangkok time, by bank transfer on the due date of such payment.

2. No later than 15 (fifteen) days prior to the date on which a payment must be made by the Borrower to the Lender under this Loan Agreement, the Lender shall give notice by letter or fax to the Borrower, such notice setting forth the amount to be paid to the Lender, the due date of such payment, and the kind of the relevant payment.

T.T

# ภาคผนวก 3

สัญญาว่าจ้างผู้รับเหมาก่อสร้าง  
บริษัท ช. การช่าง จำกัด (มหาชน)



LAO PEOPLE'S DEMOCRATIC REPUBLIC  
Peace Independence Democracy Unity Prosperity

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Ministry of Public Works and Transport  
Department of Roads

## **POODOO-PAKLAY ROAD CONSTRUCTION PROJECT**

**TO CONSTRUCT ROAD FROM MAIN ROAD BAN POODOO TO JUNCTION NR 4,  
PAKLAY TOWN; BYPASS ROAD IN BAN BOUM LAO AND BAN PHA KEAW (R-1  
&R-2) AND TO CONSTRUCT THE BUILDING AND FACILITIES FOR BORDER  
CHECK POINT IN LAO PDR SIDE**

## **CONTRACT AGREEMENT**

**November, 2012**



**LAO PEOPLE'S DEMOCRATIC REPUBLIC**  
Peace Independence Democracy Unity Prosperity

**Ministry of Public Works and Transport**  
**Department of Roads**

P.O.Box 2158; Lane Xang Avenue; Vientiane Capital, Lao PDR  
Tel: (856-21) 412 714; Fax: (856-21) 414 132

Ref. No: *19870* /DOR

Vientiane Capital, *07 December 2012*

### Notice to Commence

**Mr. Ratana Santaannop**

Executive Vice President, CH. Karnchang Public Company Limited,  
587 Viriyathavorn Bldg., Sutthisarn Rd., Dindaeng, Bangkok 10400, Thailand  
Tel: +662-2770460; Fax: +662-2757029

**Re: Poodoo-Paklay Road Construction Project**

**Subject: Notification of Award for Contract:**

- To Construct Road from Main Road Ban Poodoo to Junction NR. 4, Paklay Town and Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2)
- To Construct the Building and Facilities for Border Check point in Lao PDR side

Dear Mr. Ratana Santaannop

Further to the Letter of Acceptance No. 19615, dated November 30<sup>th</sup>, 2012, we hereby confirm as indicated in the Memorandum of Understanding dated September 27<sup>th</sup>, 2012, that the Commencement Date for the Works pursuant to Clause 8 of the Conditions of Contract is on 10<sup>th</sup> December 2012

Thereafter, you should proceed with the execution and completion of these Works and remedying any defects therein with due expedition and without delay.

Yours Sincerely,



**Mr. Laokham Sompheth**  
Director General, Department of Roads, MPWT



LAO PEOPLE'S DEMOCRATIC REPUBLIC  
Peace Independence Democracy Unity Prosperity

Ministry of Public Works and Transport  
Department of Roads

Ref. No.: 19615 / DoR

Vientiane Capital, date: 30<sup>th</sup> November 2012

## Letter of Acceptance

**CH. Karnchang Public Company Limited,**  
587 Viriyathavorn Bldg., Sutthisarn Rd., Dindaeng, Bangkok 10400, Thailand  
Tel: +662-2770460; Fax: +662-2757029

**Re: Poodoo-Paklay Road Construction Project**

**Subject: Notification of Award for Contract:**

**To Construct Road from Main Road Ban Poodoo to Junction NR 4, Paklay Town; Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2) and to Construct the Building and Facilities for Border Check point in Lao PDR side**

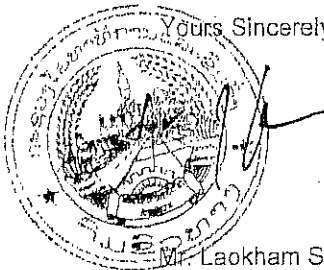
Dear Sirs,

This is to notify you that your Bid dated September 7<sup>th</sup>, 2012 for design border check point, execution and completion of the Works and the remedying of any defects therein of Contract Poodoo-Paklay Road Construction Project: Main Road Ban Poodoo to Junction NR 4, Paklay Town; Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2) and to Construct the Building and Facilities for Border Check point in Lao PDR side for the Accepted Contract Amount of the sum of **THB 660,000,000 (Six Hundred and Sixty Million Thai Baht)**, as corrected and modified in accordance with the Instructions to Bidders, and taking into account the discount offered together with the Memorandum of Understanding dated September 27<sup>th</sup>, 2012 is hereby accepted by this Ministry.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

As stated in the Instructions to Bidders, until such time as a formal contract is executed this notification of award shall constitute a binding Contract.

Yours Sincerely,



Mr. Laokham Sompheth,  
Director General, Department of Roads, MPWT

Attachment: Contract Agreement





ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ  
ສັນຕິພາບ ເອກະລາດ ປະຊາທິປະໄຕ ເອກະພາບ ວັດທະນະຖາວອນ

-----000-----

ກະຊວງໂຍທາທິການ ແລະ ຂົນສົ່ງ

ເລກທີ 18855 /ຍທຂ

ນະຄອນຫລວງວຽງຈັນ, ວັນທີ 10. ພະຈິກ 2012

**ຂໍ້ຕົກລົງ**

ຂອງລັດຖະມົນຕີວ່າການ

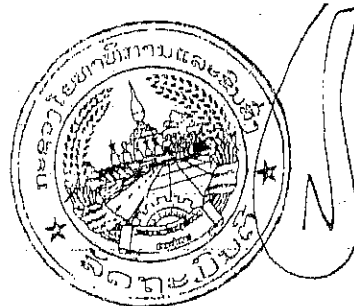
ວ່າດ້ວຍ ການມອບສິດໃຫ້ພະນັກງານ ເຊັນສັນຍາກໍ່ສ້າງ ກັບ ບໍລິສັດ CH.Karnchang Public Company Limited ເພື່ອກໍ່ສ້າງເສັ້ນທາງປູຢາງ ແຕ່ ປາກລາຍ-ພູດູ່, ແຂວງໄຊຍະບູລີ.

- ອີງຕາມ ດຳລັດຂອງນາຍົກລັດຖະມົນຕີ ສະບັບເລກທີ 373/ນຍ, ລົງວັນທີ 22/10/2007 ວ່າດ້ວຍການຈັດຕັ້ງ ແລະ ເຄື່ອນໄຫວຂອງກະຊວງ ໂຍທາທິການ ແລະ ຂົນສົ່ງ.
- ອີງຕາມ ໃບສະເໜີ ຂອງ ກົມຂົວທາງ ສະບັບເລກທີ 18832/ກຂທ, ລົງວັນທີ 16/11/2012.

**ລັດຖະມົນຕີວ່າການ ຕົກລົງ:**

- ມາດຕາ 01: ມອບສິດໃຫ້ ທ່ານ ແສງມະນີ ສີສຸວັນທອງ ຫົວໜ້າໂຄງການກໍ່ສ້າງທາງ ປາກລາຍ-ພູດູ່ ເຊັນສັນຍາກໍ່ສ້າງ ກັບ ບໍລິສັດ CH.Karnchang Public Company Limited (ປະເທດໄທ) ເພື່ອກໍ່ສ້າງເສັ້ນທາງປູຢາງ ແຕ່ ປາກລາຍ-ພູດູ່, ແຂວງໄຊຍະບູລີ.
- ມາດຕາ 02: ໃຫ້ທຸກພາກສ່ວນທີ່ກ່ຽວຂ້ອງຈົ່ງຮັບຮູ້ ແລະ ອໍານວຍຄວາມສະດວກແກ່ຜູ້ຖືກມອບສິດ ເພື່ອເຮັດໃຫ້ການປະຕິບັດວຽກງານດັ່ງກ່າວ ໃຫ້ສຳເລັດຜົນເປັນຢ່າງດີ.
- ມາດຕາ 03: ຂໍ້ຕົກລົງສະບັບນີ້ ມີຜົນບັງຄັບໃຊ້ ນັບແຕ່ມີລົງລາຍເຊັນເປັນຕົ້ນໄປ.

ລັດຖະມົນຕີວ່າການ



**ອິມມາດ ສິວເສນາ**

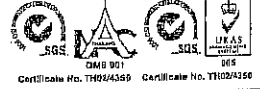
**ບ່ອນສົ່ງ:**

- ທ່ານ ກະຊວງ ເພື່ອຊາບ
- ກົມຈັດຕັ້ງ ແລະ ພະນັກງານ ເພື່ອຊາບ ແລະ ຕິດຕາມ
- ບ່ອນກ່ຽວຂ້ອງ ເພື່ອຊາບ
- ຜູ້ກ່ຽວ ເພື່ອຈັດຕັ້ງປະຕິບັດ



บริษัท ช.การช่าง จำกัด (มหาชน)

CH. KARNCHANG PUBLIC COMPANY LIMITED



587 อาคารวิริยะถาวร ถนนสุขุมวิท แขวงดินแดง เขตดินแดง กรุงเทพฯ 10400  
587 Viriyathavorn Bldg., Sutthisarn Rd., Dindaeng, Bangkok 10400, Thailand.  
Tel. 66(0) 2277-0480, 66(0) 2275-0026 Fax : 66(0) 2275-7029  
www.ch-karnchang.co.th



Date: 28<sup>th</sup> November 2012

POWER OF ATTORNEY

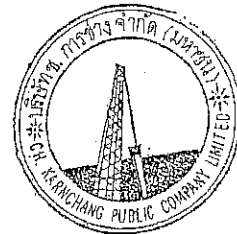
KNOWN TO ALL MEN BY THESE PRESENTS:

We, CH. Karnchang Public Company Limited a company duly organized and existing under the laws of Thailand having its registered office at 587 Sutthisarn Road, Dindaeng, Dindaeng, Bangkok 10400 Thailand, do hereby constitute and appoint Mr. Ratana Santaannop to be the true and lawful attorney for and on behalf of the Company to sign the contract for The Poodoo-Paklay Road Construction.

This Power of Attorney shall take effect from the date hereof until execution of the agreement be successful

IN WITNESS WHEREOF, we have hereto set our hands and affixed our corporate seal in Bangkok this 28<sup>th</sup> November 2012.

CH. KARNCHANG PUBLIC COMPANY LIMITED



Signed  Grantor  
(Mr. Plew Trivisvavet and Mr. Narong Sangsuriya)

Signed  Grantee  
(Mr. Ratana Santaannop)

Signed Gunchanog Gappimai Witness  
(Ms. Gunchanog Gappimai)

Signed  Witness  
(Ms. Natthaporn Pribwai)



No. NEDA/ ๘๕๓ /2012

November 15 , 2012

Madam Thipphakone CHANTHAVONGSA  
Director General, Department of External Finance  
Ministry of Finance  
23 Singha Road, Vientiane, Lao PDR

**Subject: Request for the consideration and approval for Bid Evaluation Report on  
Poodoo-Paklay Road Construction Project**

Dear Madam,

Please refer to the letter No. 1151/MOF/ERD dated October 12, 2012, requesting for the consideration and approval for Bid Evaluation Report on Poodoo-Paklay Road Construction Project.

In this regard, we are pleased to inform you that Neighbouring Countries Economic Development Cooperation Board has reviewed and considered the bidding procedure for selection of Contractor and Consultant for the captioned project on November 14, 2012 and had no objection as per your request.

Please, Madam, accept the assurance of our highest consideration.

Yours sincerely,

(Aeksiri Baranasiri)

President

CC: Department of Roads



# ຂໍ້ຕົກລົງສັນຍາ

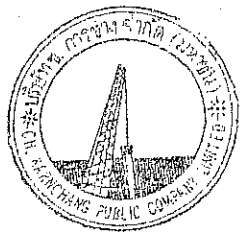
ຂໍ້ຕົກລົງສະບັບນີ້ໄດ້ສ້າງຂຶ້ນໃນວັນທີ 30. ເດືອນ ພະຈິກ ປີ 2012 ລະຫວ່າງ ກະຊວງ ໂຍທາທິການ ແລະ ຂົນສົ່ງ, ຖະຫນົນລ້ານຊ້າງ, ນະຄອນຫລວງວຽງຈັນ, ສປປ ລາວ (ເຊິ່ງໃນນີ້ເອີ້ນວ່າ "ເຈົ້າຂອງໂຄງ ການ") ເປັນຝ່າຍໜຶ່ງ ແລະ ບໍລິສັດ ຂໍ້ການຊ່າງ ຈຳກັດ (ເຊິ່ງເອີ້ນວ່າ "ຜູ້ຮັບເຫມົາ") ເປັນອີກ ຝ່າຍໜຶ່ງ; ມີສຳນັກງານຕັ້ງຢູ່ 587 ຕົກວິລິຍະຖາວອນ, ຖະຫນົນສຸດທິສານ, ດິນແດງ, ບາງກອກ 10400, ປະເທດໄທ.

ດ້ວຍເຫດວ່າ ເຈົ້າຂອງໂຄງການມີຄວາມປະສົງຢາກໃຫ້ວຽກຖືກປະຕິບັດ ໂດຍຜູ້ຮັບເຫມົາກໍ່ຄືສັນຍາ ໂຄງການກໍ່ສ້າງທາງພູດູ່-ປາກລາຍ ໃນນັ້ນລວມມີທາງຊອຍ ໃນບ້ານບົມເລົາ ແລະ ບ້ານຜາແກ້ວ ແລະ ດ່ານກວດຄົນເຂົ້າເມືອງ, ແຂວງໄຊຍະບູລີ ແລະ ໄດ້ຮັບຮອງເອົາການປະມູນ ຜູ້ຮັບເຫມົາໃນການອອກແບບ-ກໍ່ສ້າງດ່ານກວດຄົນເຂົ້າເມືອງ, ການປະຕິບັດວຽກ ແລະ ສຳເລັດວຽກງານດັ່ງກ່າວ ແລະ ສ້ອມແປງຄືນ ທຸກຈຸດເປເພ ໃນນີ້,

ເຈົ້າຂອງໂຄງການ ແລະ ຜູ້ຮັບເຫມົາໄດ້ຕົກລົງນຳກັນ ດັ່ງຕໍ່ໄປນີ້:

1. ໃນຂໍ້ຕົກລົງສະບັບນີ້ ຄຳວ່າ ວຽກ ແມ່ນມີຄວາມໝາຍອັນດຽວກັນ ຕາມທີ່ໄດ້ລະບຸໄວ້ໃນເງື່ອນໄຂຂອງສັນຍາ ເຊິ່ງໃນຕໍ່ໄປນັ້ນຈະຖືກອ້າງອີງ.
2. ເອກະສານດັ່ງຕໍ່ໄປນີ້ຈະຖືກສ້າງ, ອ່ານ ແລະ ແປຄວາມໝາຍເປັນພາກສ່ວນຂອງຂໍ້ຕົກລົງ. ຂໍ້ຕົກລົງສະບັບນີ້ ມີຜົນນຳໃຊ້ເໝືອກວ່າ ແລະ ກວມເອົາເອກະສານອື່ນໆທັງໝົດຂອງສັນຍາ.
  - ຈົດໝາຍຮັບຮອງ
  - ບົດບັນທຶກຄວາມເຂົ້າໃຈ
  - ຫນັງສືສະເໜີລາຄາປະມູນ
  - ເອກະສານການປ່ຽນແປງໃນຫນັງສືປະມູນ
  - ເງື່ອນໄຂສະເພາະຂອງສັນຍາ
  - ເງື່ອນໄຂທົ່ວໄປຂອງສັນຍາ
  - ຂໍ້ກຳນົດສະເພາະ
  - ຂໍ້ກຳນົດທົ່ວໄປ
  - ແຜນແຕ້ມ, ແລະ
  - ແຜນການສຳເລັດວຽກ
3. ກ່ຽວກັບການຈ່າຍເງິນຂອງເຈົ້າຂອງໂຄງການ ໃຫ້ແກ່ຜູ້ຮັບເຫມົາ ຊຶ່ງໄດ້ກ່າວໄວ້ໃນຂໍ້ຕົກລົງສະບັບນີ້, ໂດຍໃນນີ້ ຜູ້ຮັບເຫມົາ ຕົກລົງໄວ້ກັບເຈົ້າຂອງໂຄງການ ໃນການປະຕິບັດວຽກ ແລະ ສ້ອມແປງຄືນບ່ອນທີ່ເປເພ ຊຶ່ງຈະໃຫ້ເປັນໄປຕາມຂໍ້ກຳນົດຂອງສັນຍາ.

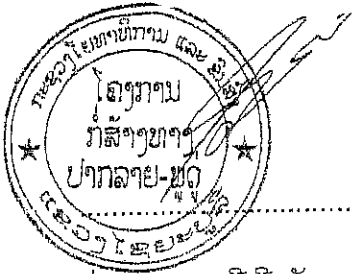
*(Handwritten signatures)*



4. ເຈົ້າຂອງໂຄງການຕົກລົງໃຫ້ຜູ້ຮັບເຫມົາ ເພື່ອສຳລະຄ່າປະຕິບັດ ແລະ ສຳເລັດວຽກສ້ອມແປງ ປ່ອນທີ່ເປ່ເພ ຕາມມູນຄ່າສັນຍາ ຫລື ຕາມເງິນຈຳນວນອື່ນໆ ທີ່ຕ້ອງຈ່າຍຕາມຄຸນນະພາບ ແລະ ເວລາພາຍໃຕ້ຂໍ້ກຳນົດທີ່ໄດ້ກ່າວໄວ້ໃນສັນຍາ.

ສັນຍາສະບັບນີ້ ໄດ້ເຫັນດີເຫັນພ້ອມ ຢ່າງເປັນເອກະພາບນຳກັນຂອງຄູ່ສັນຍາກ່ອນທີ່ຈະສ້າງຂຶ້ນ ໃນວັນເວລາທີ່ໄດ້ກ່າວມາຂ້າງເທິງນັ້ນ, ໂດຍຢູ່ພາຍໃຕ້ກົດໝາຍຂອງ ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ.

ລາຍເຊັນ:



ທ່ານ ແສງມະນີ ສີສຸວັນທອງ

ຝ່າຍເຈົ້າຂອງໂຄງການ (ກະຊວງ ຍທຂ)

ໂດຍຊ້ອງຫນ້າ

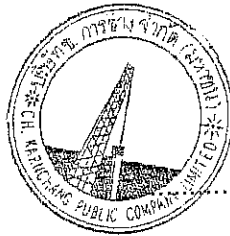
ພະຍານ

ລາຍເຊັນ:

ຮອງຫົວຫນ້າກົມຂົວທາງ

ທ່ານ ງາມປະສົງ ເມືອງມະນີ

ລາຍເຊັນ:



ທ່ານ ລັດຕະນະ ສັນຕະອັນນິບ

ຝ່າຍຜູ້ຮັບເຫມົາ

ໂດຍຊ້ອງຫນ້າ

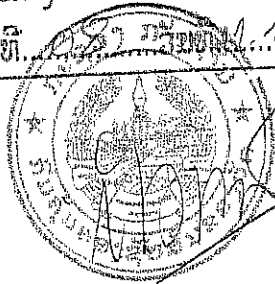
ພະຍານ

ລາຍເຊັນ:

ຫົວຫນ້າໂຄງການ

ທ່ານ ວັນໄຊ ອິນທະໂພ

ຈົດທະບຽນພ້ອງຈັບ  
ປະຕິ 11...ເດືອນ 12...ປີ 2012  
ສະມາຊິກ... 1...ໃບທີ 11...ເລກທີ 206  
ມູນຄ່າທຳນຽມເປັນເງິນ... 20...ໂດລາ...  
ໃບຮັບເງິນເລກທີ... 087...ປີ 12...12



ສວັນນີ ຄຳມະນີວິງ  
Souvanny KHAMMANYVONG



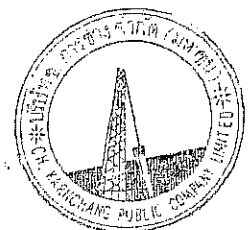
## Contract Agreement

THIS AGREEMENT made the 30. of November 2012, between the Ministry of Public Works and Transport (MPWT) of Lane Xang Avenue, Vientiane, Lao PDR (hereinafter called "the Employer"), of the one part, and CH. Karnchang Public Company Limited, 587 Viriyathavorn Bldg., Sutthisarn Rd., Dindaeng, Bangkok 10400, Thailand (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as Contract of Poodoo-Paklay Road Construction Project: To Construct Road from Main Road Ban Poodoo to Junction NR 4, Paklay Town; Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2) and to Construct the Building and Facilities for Border Check point in Lao PDR side under the Poodoo-Paklay Road Construction Project should be executed by the Contractor, and has accepted a Bid by the Contractor for the design border check point, execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

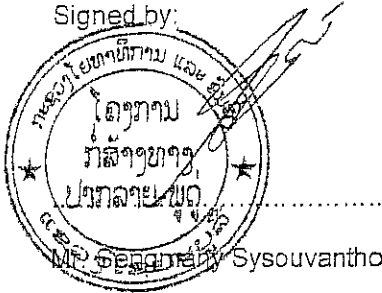
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) the Letter of Acceptance;
  - b) the Memorandum of Understanding;
  - c) the Letter of Bid;
  - d) the Addenda Nos. 1 to the date and Time for Site Visit and Pre-Bid Meeting for Civil Works Contract, No.: 13841, Date 21<sup>st</sup> August, 2012 and addenda Nos. 2 for primary design of border check point
  - e) the Particular Conditions;
  - f) the General Conditions;
  - g) the Particular Specifications;
  - h) the General Specifications;
  - i) the Drawings;
  - j) the Completed Schedules, the priced Bill of Quantities and any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.



4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Lao People's Democratic Republic on the day, month and year indicated above.

Signed by:



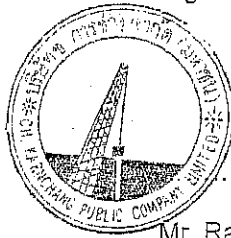
Mr. Souvanny Sysouvanthong

Authorized Representative

Project Manager

(for the Employer)

Signed by:



Mr. Ratana Santaannop

Authorized Representative

Executive Vice President of CH. Karnchang

(for the Contractor)

Witness:

Name: Mr. Ngampasong Muongmany,

Signature:.....

Position: Deputy Director General, DoR

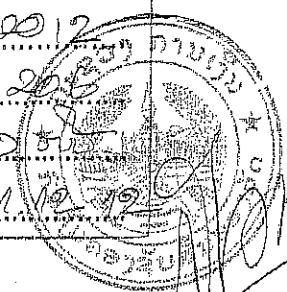
Witness:

Name: Mr. Wanchai Inthapho,

Signature:.....

Position: Project Manager

ຈົດທະບຽນທີ່ວຽງຈັນ  
 ວັນທີ 11 ເດືອນ 12 ປີ 2012  
 ສະເນດເຫຼັ້ມ 1 ໃບທີ 11 ເລກທີ 2012  
 ມູນຄ່າທຳນຽມເປັນເງິນ 20.000 ຫີບ  
 ໃບຮັບເງິນເລກທີ 08 ວັນທີ 11/12/12



2

ສວັນນີ ສຳມະນີວິງ  
 Souvanny KHAMMANYVONG





**LAO PEOPLE'S DEMOCRATIC REPUBLIC**  
Peace Independence Democracy Unity Prosperity

**Ministry of Public Works and Transport**  
**Department of Roads**

Ref. No: 19615...../ DoR

Vientiane Capital, date: 30<sup>th</sup> November 2012

**Letter of Acceptance**

**CH. Karnchang Public Company Limited,**  
587 Viriyathavorn Bldg., Sutthisarn Rd., Dindaeng, Bangkok 10400, Thailand  
Tel: +662-2770460; Fax: +662-2757029

**Re: Poodoo-Paklay Road Construction Project**

**Subject: Notification of Award for Contract:**

**To Construct Road from Main Road Ban Poodoo to Junction NR 4, Paklay  
Town; Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2) and to  
Construct the Building and Facilities for Border Check point in Lao PDR side**

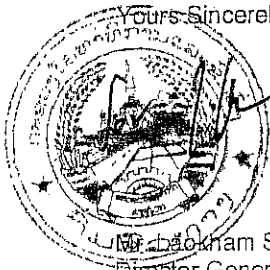
Dear Sirs,

This is to notify you that your Bid dated September 7<sup>th</sup>, 2012 for design border check point, execution and completion of the Works and the remedying of any defects therein of Contract Poodoo-Paklay Road Construction Project: Main Road Ban Poodoo to Junction NR 4, Paklay Town; Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2) and to Construct the Building and Facilities for Border Check point in Lao PDR side for the Accepted Contract Amount of the sum of **THB 660,000,000 (Six Hundred and Sixty Million Thai Baht)**, as corrected and modified in accordance with the Instructions to Bidders, and taking into account the discount offered together with the Memorandum of Understanding dated September 27<sup>th</sup>, 2012 is hereby accepted by this Ministry.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

As stated in the Instructions to Bidders, until such time as a formal contract is executed this notification of award shall constitute a binding Contract.

Yours Sincerely,



**Mr. Boonham Sompheth,**  
Director General, Department of Roads, MPWT

Attachment: Contract Agreement

## MEMORANDUM OF UNDERSTANDING

Between

The Ministry of Public Works and Transport  
(hereinafter referred to as "the Employer")

And

CH. Karnchang Public Company Limited  
(hereinafter referred to as "the Contractor")

This Memorandum of Understanding (MoU) records the understandings reached between the Employer and the Contractor, and the agreement made, at meetings held in Vientiane on 27<sup>th</sup> September 2012, regarding the award of Poodoo-Paklay Road Construction Project for the civil works to Construct Road from Main Road Ban Poodoo to Junction NR 4, Paklay Town; Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2) and to Construct the Building and Facilities for Border Check point in Lao PDR.

### 1. Tender Adjustments

The bid sum of THB 660,627,337 (Six Hundred Sixty Million Six Hundred and Twenty-Seven Hundred Thousand Three hundred and Thirty-Seven Bath), was submitted by CH. Karnchang Public Company Limited on 7<sup>th</sup> September 2012.

Upon negotiation on 27<sup>th</sup> September 2012, CH. Karnchang Public Company Limited agreed to reduce the bid sum to 660,000,000 (Six Hundred Sixty Million Baht) which shall be the contract sum.

The discounted amount of 627,337 Baht shall be deducted from BoQ-Bill 103-1.

### 2. Date of Commencement

The indicative date for commencement of the initial sections of the Works will be confirmed by the Notice to Commence which will be issued within 28 days of the date of the Letter of Acceptance.

### 3. Land Areas

The Employer stated that the offices and main laboratory for the Engineer/Project Manager are to be located at Paklay District. The main camp for Engineer/Project Manager can be located at Paklay District or alternatively at the discretion of the MPWT of the Particular Specifications may apply and suitable accommodation (rented houses) equipped in accordance with the Specifications provided in Paklay District.

The Contractor confirmed his land requirements for temporary works including his offices and housing, workshops, yards, storage areas, etc are as stated in Work Requirement.

The Employer will support the contractor to arrange the land area for Contractor's facilities and utility.

#### **4. Programme**

The Contractor will develop his programme prior to construction in particular for detailed design – the necessary changes will be shown in the programme to be submitted in accordance with Sub-Clause 8.3 of the General Conditions of Contract.

#### **5. Method Statement**

The Contractor is to provide detailed step-by-step method statement for approval by the Engineer in accordance with the contract and at least prior to the start of construction for each of the operations, therefore, demonstrating satisfactory work procedures.

#### **6. Equipment**

The Contractor undertakes to provide sufficient resources to meet the Works Programme as a whole, and at least the equipment listed in his Bid. The Employer noted that the equipment listed were common to all bids submitted. The Contractor confirmed the source of each item of equipment to be used on site a follows:

This equipment will be in good working order and be in a fully operational condition. The Contractor undertakes to provide such additional equipment resources as may be required in order to ensure that the minimum equipment fleet as listed in Listed in his Bid is in operational condition at all times.

The Contractor agreed that the mobilization of equipment for this contract will not affect his equipment resources on other ongoing contracts.

#### **7. Personnel**

The Contractor confirmed that he will make available the key personnel listed in his Bid and also confirmed that if any of the other personnel were not available for the Works he would submit the CVs for any such alternative personnel to the Employer for approval prior to engagement on the construction.

The Contractor further confirmed that the deployment of his personnel on ongoing contracts in the Lao PDR will not be affected by the award of this Contract.

#### **8. Sub-Contractors**

The Contractor confirmed in a clarification of his Bid that he will only subcontract the detailed engineering for border check point in Lao PDR.

In case that the Contractor further requires for the Sub-contractors, the Qualification shall be subject to the Employer approval.

#### **9. Unit rates**

This Contract is fixed unit rates as stated in the BoQ of tender document.

#### **10. Exemption**

All taxes and duties (excluding royalty) which shall be payable in Lao PDR are exempted

**11. Reschedule**

The Contractor will reschedule particularly in the detail Engineering design item that should be separated into several portions.

**12. Maintenance of Existing Roads and Bridges.**

The Contractor confirmed that he will responsible for Maintenance of roads and bridges in his Section after Signing of Contract.

The Contractor shall provide division roads to open for traffic for whole year.

**13. Specifications for Asphaltic Concrete**

The specification indicated in Section 305 shall not exceed 35 % LA abrasion loss.

IN WITNESS to the above understanding reached and in agreement thereto we have hereunder set our hand.

Sign on 27<sup>th</sup> September 2012



Signature .....

Name: Mr. Pothong Ngonphachanh

In the capacity of Deputy Director General Department of Roads and Chairman of Bid Evaluation Committee (MPWT) duly authorized to sign on behalf of the Ministry of Public Works and Transport.

Signature ...  .....

Name: Mr. Watchara Sanghattawattana

In the capacity of Managing Director of CH. Kamchang Public Company Limited duly authorized to sign on behalf of the CH. Kamchang Public Company Limited

Ministry of Public Works and Transport (MPWT)  
Department of Roads

Poodoo-Paklay Road Construction Project  
List of Participants Attending the Contract Negotiation for Civil Work Contract  
(To Construct road from Main Road Ban Poodoo to Junction NR 4, Paklay Town; Bypass Road in Ban Boum Lao and Ban Pha Keao  
and to Construct the Building and Facilities for Border Check point in Lao PDR side)  
Venue: DoR's Meeting Room; Date: 27<sup>th</sup> September 2012; Time: 14:00 Hrs.

No.	Name	Position/Organisation	Telephone	Signature
1	Mr. Pothong Ngonthachanh	DDG/DOR/MPWT		
2	Mr. Laythong Phommavong	DDD/DOR/MPWT		
3	Mr. Pheng Douangngoum	Director DPWT - Sayaboury	22361488	
4	Mr. Thatsaphone MANIPHONH	Technical, DPC, MPWT	22203387	
5	Mr. Chittakone CHANTHILATH	Technical staff, EFD of MoF	55816516	
6	Mr. Sengmany Sysouvanthong	PM, PMU/DOR/MPWT	22483804	
7	Mr. Soulivanh Laithong	Reputy-Director of Div PIC MPI	22222060	
8	Mr. Watchara Sanghathavattana	Executive Vice President	+66819312308	
9	Mr. Namchai Amtrapho	Project Manager.	+66819059473	
10	Mr. MONTRI PRAKONGSAI	Admin. Mg.	22223360	
11	MR. PRAT THIANCHAO	Manager: International Business Development	+66 85 1113211	



## Letter of Bid

Date: 6 September 2012

ICB No.: Poodoo-Paklay Road Construction Project

Invitation for Bid No.: 13083/DOR

To: Ministry of Public Works and Transport (MPWT)  
Department of Roads  
Lane Xang Avenue  
Vientiane  
Lao PDR

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:

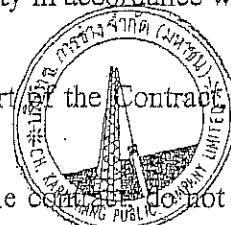
**Poodoo-Paklay Road Construction Project:**

- To Construct Road from Main Road Ban Poodoo to Junction NR4, Paklay Town and Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2)
- To Construct the Building and Facilities for Border Check point in Lao PDR side

- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

THB 660,627,337 (Six Hundred Sixty Million Six Hundred Twenty-seven Thousand Three Hundred and Thirty-seven Bahts Only) (Excluded VAT)

- (d) The discounts offered and the methodology for their application are: None
- (e) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries Kingdom of Thailand;
- (h) We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITB 4.3;





- (i) We are not participating as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by Employer, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a Government-owned entity.
- (l) We wish to apply for Domestic Preference in accordance with ITB 33.1, the appropriate evidence required under Sub-clause 1.43 of Section 3 is attached. If our bid is accepted, we commit to obtain a domestic preference security in accordance with the Bid Documents.
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[If none has been paid or is to be paid, indicate "none".]*

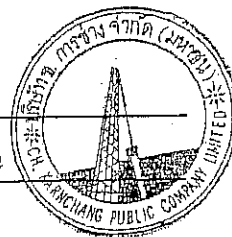
Name of Recipient	Address	Reason	Amount
None	None	None	None

- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name MR. WATCHARA SANGHATTAWATTANA

In the Capacity of EXECUTIVE VICE PRESIDENT OF ENGINEERING

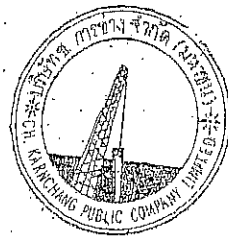
Signed \_\_\_\_\_



Duly authorized to sign the Bid for and on behalf of CH. KARNCHANG PUBLIC COMPANY LIMITED.

Dated on 6 September 2012

# Bill of Quantities



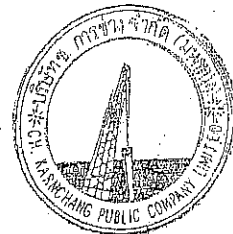
A handwritten signature or set of initials, possibly "M", located below the seal.





BILL OF QUANTITIES

SECTION A.	PREAMBLE
SECTION B.	BILL 100 - GENERAL PROVISIONS
SECTION C.	BILL 200 - EARTHWORKS
SECTION D.	BILL 300 - PAVEMENT
SECTION E.	BILL 400 - DRAINAGE
SECTION F.	BILL 500 - STRUCTURES
SECTION G.	BILL 600 - MISCELLANEOUS
SECTION H.	BILL 700 - DETAIL ENGINEERING DESIGN
SECTION I	SUMMARY BILL
SECTION J	SCHEDULE OF RATES FOR ENGINEER'S FACILITIES



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## SECTION A

### PREAMBLE

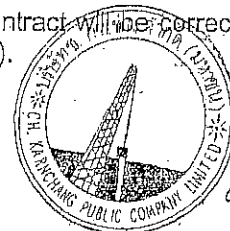
#### 1. GENERAL

- (1) The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and the Drawings.
- (2) The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the unit rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such unit rates and prices as may be agreed or determined by the Engineer under the provisions of the Contract.
- (3) The unit rates and prices bid in the priced Bill of Quantities shall, except insofar as is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- (4) The unit rates and prices shall be quoted entirely in United States Dollars (US\$) but payment will be made in the proportions and currencies quoted in the Appendix to Bid. See Instructions to Bidders ITB 15.1.
- (5) A unit rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a unit rate or price shall be deemed to be covered by other unit rates and prices entered in the Bill of Quantities.
- (6) The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities less Dayworks and Provisional Sums, and where no items are provided the cost shall be deemed to be distributed among the unit rates and prices entered for the related items of work.
- (7) General directions and descriptions of work and materials are not repeated or summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
- (8) Provisional Sums included and designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-clause 1.1.4.10 and Sub-clause 13.5 of the Conditions of Contract.
- (9) The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section of the Specifications.
- (10) Arithmetical errors discovered prior to award of the Contract will be corrected by the Employer pursuant to Clause 31 of the Instructions to Bidders (ITB 31:1).

#### 2. DAYWORK (Not Applicable)

##### 2.1 Labour

- (1) In calculating payments due to the Contractor for the execution of daywork, the hours for labour shall be reckoned from the time of arrival of the labour at the job site until the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work instructed and who are competent to do such work, shall be measured. The time



of leading hands (gangers or charge hands) actually doing work with their gangs shall also be measured but not the time of foremen or other supervisory personnel.

(2) The Contractor shall be entitled to payment for labour employed on daywork at the hourly rates entered in the appropriate daywork schedule. Such rates shall be deemed to cover all costs incurred by the Contractor including (but not limited to) the wages paid to such labour, transport time, overtime, subsistence or other allowances, and any sum paid to or on behalf of such labour in accordance with Lao PDR law, and also: the Contractor's profit, overheads, superintendence, liabilities and insurances; timekeeping, clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops, stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and all charges incidental to the foregoing.

## 2.2 Materials

(1) The Contractor shall be entitled to payments in respect of materials used for daywork at the rates entered by him in the Daywork Schedule for materials, which rates shall be deemed to include overhead charges and profit as follows:

- (a) the rates for materials shall be calculated on the basis of the invoiced price plus freight, insurance, handling expenses, damage, unavoidable losses, etc, and shall provide for delivery to store for stockpiling at the Site; and
- (b) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile to the job site shall be paid in accordance with the terms for Labour and Contractor's Equipment in the respective Daywork Schedules.

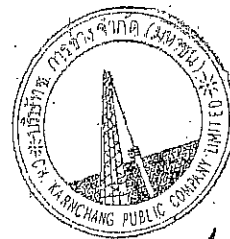
## 2.3 Contractor's Equipment

(1) The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the rates entered by him in the Daywork Schedule for Contractor's Equipment.

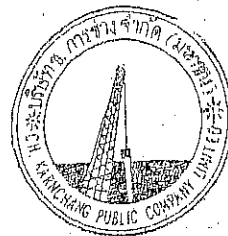
(2) The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuels, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such Contractor's Equipment.

(3) The cost of drivers, operators and assistants will be paid for separately under the Daywork Schedule for Labour.

(4) In calculating the payment due to the Contractor for Contractor's Equipment engaged on daywork, the number of hours shall include, where applicable, the time travelling from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be engaged on daywork and the time for the return journey thereto.



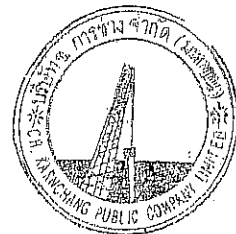
Insert BoQ Schedules for appropriate Contract



*[Handwritten signature]*

**SECTION B**  
**BILL 100 – GENERAL PROVISIONS**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
	<b>Existing Facilities</b>				
102-1	Maintenance of Roads, Bridges and Culverts	Month	18	50,000	900,000
	<b>Maintenance of Traffic</b>				
102-3	Maintenance of Traffic	Month	18	50,000	900,000
	<b>Contractor's Establishments</b>				
103-1	Provision of Contractor's Establishments	Lump Sum	1	9,080,000	9,080,000
103-2	Maintenance of Contractor's Establishments	Month	18	1,480,000	26,640,000
	<b>Facilities for the Engineer</b>				
104-1	Provision of Main Office Facility	Lump Sum	1	4,366,280	4,366,280
104-2	Maintenance of Main Office Facility	Month	18	100,000	1,800,000
104-3	Field Equipment	Lump Sum	1	250,000	250,000
104-4	Provision of Vehicle - Type B	Number	4	1,000,000	4,000,000
104-5	Maintenance of Vehicles	Vehicle Month	72	12,000	864,000
SUBTOTAL (Carried forward to next page)					48,800,280



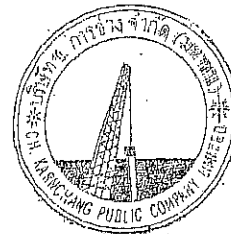
*W*

Name of Tenderer **CH. Karnchang Public Company Limited.**

Poodoo-Paklay Road Construction Project

**SECTION B (Continued)**  
**BILL 100 – GENERAL PROVISIONS (Continued)**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
	Brought forward from previous page :				48,800,280
104-6	Provision of Motorcycle 125 cc	Provision	4	50,000	200,000
104-7	Maintenance of Motorcycle	Vehicle Month	72	1,500	108,000
<b>Laboratory Facilities</b>					
105-1	Provision of Main Laboratory	Provision	1	500,000	500,000
105-2	Maintenance of Main Laboratory	Month	18	15,000	270,000
105-3	Provision of Mobile Laboratory	Provision	1	500,000	500,000
105-4	Maintenance of Mobile Laboratory	Month	16	10,000	160,000
105-5	Provision of Audit Testing	Month	16	10,000	160,000
<b>BILL TOTAL</b> (Carried forward to Summary Bills) :					<b>50,698,280</b>

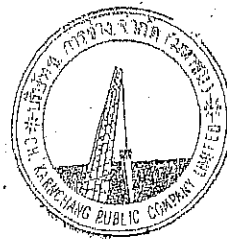


Name of Tenderer CH. Karnchang Public Company Limited.

Poodoo-Paklay Road Construction Project

**SECTION C**  
**BILL 200 – EARTHWORKS**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
	<b>Preparatory Works</b>				
201-1	Clearing and Grubbing	Metre Square	750,400	5.00	3,752,000
	<b>Removal Works</b>				
202-1	Removal of Structures (Existing Box Culvert) (Provisional)	Metre Cube	180	700	126,000
202-3	Removal of Concrete Pipe Culverts	Metre	494	300	148,200
	<b>General Excavation</b>				
203-1	Common Excavation				
203-1.1	Common Excavation (Earth Cut)	Metre Cube	522,200	40	20,888,000
203-1.2	Common Excavation (Soft Rock Cut)	Metre Cube	199,600	100	19,960,000
203-2	Rock Excavation	Metre Cube	29,700	210	6,237,000
203-3	Unsuitable Excavation (Provisional)	Metre Cube	23,735	45	1,068,075
	<b>Embankment Works</b>				
204-1	Embankment from Excavated Materials	Metre Cube	239,000	110	26,290,000
204-2	Embankment from Borrow Materials	Metre Cube	44,983	150	6,747,450
	<b>Structural Excavation</b>				
207-1	Structural Excavation (Common)	Metre Cube	19,350	60	1,161,000
<b>BILL TOTAL</b>					<b>86,377,725</b>
(Carried forward to Summary Bills) :					

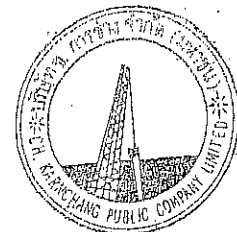


Name of Tenderer CH. Karnchang Public Company Limited.

Foodoo-Paklay Road Construction Project

**SECTION D  
BILL 300 - PAVEMENT**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
	<b>Sub-Base</b>				
301-1	Sub-base Type A	Metre Cube	62,800	509	31,965,200
	<b>Base Course</b>				
302-2	Base Course Type B	Metre Cube.	55,500	770	42,735,000
	<b>Surface Treatment</b>				
303-1	Prime Coat	Litre	306,600	30	9,198,000
	<b>Asphalt Concrete Pavement</b>				
305-3	Bituminous Concrete Surface Course, Hot laid 50 mm thick Wearing Course	Metre Square	306,600	400	122,640,000
	<b>Tack Coat</b>				
306-1	Tack Coat	Litre	1,920	27	51,840
<b>BILL TOTAL</b> (Carried forward to Summary Bills) :					<b>206,590,040</b>



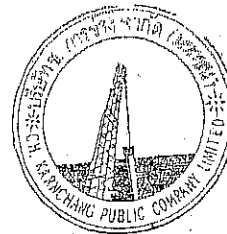
Name of Tenderer CH.Karnchang Public Company Limited.

Poodoo-Paklay Road Construction Project



**SECTION E**  
**BILL 400 - DRAINAGE**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
	<b>Box Culverts</b>				
401-1	Concrete for Box Culverts	Metre Cube	1,370	3,120	4,274,400
401-2	Steel Reinforcement for Box Culverts	Tonne	124	34,110	4,229,640
	<b>Pipe Culverts</b>				
402-4	Pipe Culverts, 1000 mm diameter	Metre	6,576	3,620	23,805,120
402-5	Pipe Culverts, 1200 mm diameter	Metre	86	4,787	411,682
402-6	Pipe Culverts, 1500 mm diameter	Metre	1,229	7,437	9,140,073
402-7	Concrete (Grade 25) for Headwalls, etc.	Metre Cube	594	2,968	1,762,992
402-8	Reinforcing Steel in Headwalls, etc.	Tonne	24	32,420	778,080
	<b>Ditches, Apron Protection and Inlet and Outlet Structures for Pipe Culverts</b>				
404-1	Concrete (Grade 25)	Metre Cube	7,330	2,970	21,770,100
404-2	Reinforcing Steel	Tonne	419	32,420	13,583,980
404-9	Concrete Kerbs	Metre	7,660	722	5,530,520
<b>BILL TOTAL</b>					<b>85,286,587</b>
(Carried forward to Summary Bills) :					



*W*

Name of Tenderer: CH. Karnchang Public Company Limited.

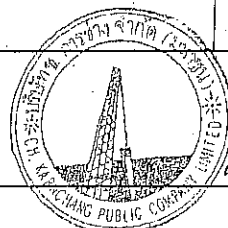
Poodoo-Paklav Road Construction Project

**SECTION F**  
**BILL 500 - STRUCTURES**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
503-1.2	BRIDGE KM.13+288.369 (MAIN ROAD) Precast Concrete Piles (400mmx400mm) TYPE 2	Metre	322	4,140	1,333,080
503-3	Dynamic Load Testing (Precast Concrete Piles (400mmx400mm))	Number	9	41,785	376,065
506-1	Steel Reinforcement	Tonne	39	34,110	1,330,290
507-3	Concrete Grade 25 (for piers, abutments, retaining walls, and approach slabs etc.)	Metre Cube	294	3,513	1,032,822
507-4	Concrete Grade 30 (for diaphragm and deck)	Metre Cube	148	4,027	595,996
507-5	Concrete Grade 40 (for precast post-tensioned girders)	Metre Cube	105	6,395	671,475
508-1	Prestressing Steel	Tonne	0.5	1,621,210	810,605
509-1	Elastomeric Bridge Bearing (450mmx280mmx28mm)	Number	14	22,338	312,732
509-2	Elastomeric Bridge Bearing (1000mmx125mmx10mm)	Number	26	7,915	205,790
510-1	Bridge Railings	Metre	52	2,040	106,080
	<b>BRIDGE KM.14+618.723 (MAIN ROAD)</b>				
503-1.2	Precast Concrete Piles (400mmx400mm) TYPE 2	Metre	372	4,140	1,540,080
503-3	Dynamic Load Testing (Precast Concrete Piles (400mmx400mm))	Number	15	41,785	626,775
506-1	Steel Reinforcement	Tonne	73	34,110	2,490,030
507-3	Concrete Grade 25 (for piers, abutments, retaining walls, and approach slabs etc.)	Metre Cube	452	3,513	1,587,876
507-4	Concrete Grade 30 (for diaphragm and deck)	Metre Cube	307	4,027	1,236,289
507-5	Concrete Grade 40 (for precast post-tensioned girders)	Metre Cube	118	6,395	754,610
508-1	Prestressing Steel	Tonne	0.9	1,621,210	1,459,089
509-1	Elastomeric Bridge Bearing (450mmx280mmx28mm)	Number	36	22,338	804,168
509-2	Elastomeric Bridge Bearing (1000mmx125mmx10mm)	Number	20	7,915	158,300
510-1	Bridge Railings	Metre	120	2,040	244,800
SUBTOTAL (Carried forward to next page)					17,676,952

Name of Tenderer CH.Karnchang Public Company Limited.

Poodoo-Paklay Road Construction Project

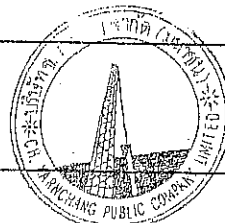


**SECTION F (Continued)**  
**BILL 500 – STRUCTURES (Continued)**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
	Brought forward from previous page :				17,676,952
	<b>BRIDGE KM.23+179.934 (MAIN ROAD)</b>				
503-1.2	Precast Concrete Piles (400mmx400mm) TYPE 2	Metre	215	4,140	890,100
503-3	Dynamic Load Testing (Precast Concrete Piles (400mmx400mm))	Number	8	41,785	334,280
506-1	Steel Reinforcement	Tonne	28	34,110	955,080
507-3	Concrete Grade 25 (for piers, abutments, retaining walls, and approach slabs etc.)	Metre Cube	208	3,513	730,704
507-4	Concrete Grade 30 (for diaphragm and deck)	Metre Cube	102	4,027	410,754
507-5	Concrete Grade 40 (for precast post-tensioned girders)	Metre Cube	90	6,395	575,550
508-1	Prestressing Steel	Tonne	0.5	1,621,210	810,605
509-1	Elastomeric Bridge Bearing (450mmx280mmx28mm)	Number	12	22,338	268,056
509-2	Elastomeric Bridge Bearing (1000mmx125mmx10mm)	Number	20	7,915	158,300
510-1	Bridge Railings	Metre	52	2,040	106,080
	<b>BRIDGE KM.26+404.196 (MAIN ROAD)</b>				
506-1	Steel Reinforcement	Tonne	24	34,110	818,640
507-3	Concrete Grade 25 (for piers, abutments, retaining walls, and approach slabs etc.)	Metre Cube	190	3,513	667,470
507-4	Concrete Grade 30 (for diaphragm and deck)	Metre Cube	84	4,027	338,268
507-5	Concrete Grade 40 (for precast post-tensioned girders)	Metre Cube	40	6,395	255,800
508-1	Prestressing Steel	Tonne	0.3	1,621,210	486,363
509-1	Elastomeric Bridge Bearing (450mmx280mmx28mm)	Number	12	22,338	268,056
509-2	Elastomeric Bridge Bearing (1000mmx125mmx10mm)	Number	20	7,915	158,300
510-1	Bridge Railings	Metre	40	2,040	81,600
SUBTOTAL (Carried forward to next page)					25,990,958

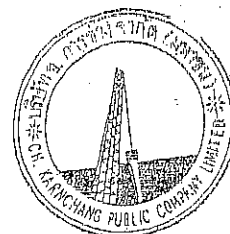
Name of Tenderer **CH.Karnchang Public Company Limited.**

Poodoo-Paklay Road Construction Project



**SECTION F (Continued)**  
**BILL 500 – STRUCTURES (Continued)**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
	Brought forward from previous page :				25,990,958
	<b>BRIDGE KM.1+841.520 (BOUMLAO ROAD)</b>				
503-1.1	Precast Concrete Piles (400mmx400mm) TYPE 1	Metre	132	1,980	261,360
503-1.2	Precast Concrete Piles (400mmx400mm) TYPE 2	Metre	152	4,140	629,280
503-3	Dynamic Load Testing (Precast Concrete Piles (400mmx400mm))	Number	12	41,785	501,420
506-1	Steel Reinforcement	Tonne	41	34,110	1,398,510
507-3	Concrete Grade 25 (for piers, abutments, retaining walls, and approach slabs etc.)	Metre Cube	268	3,513	941,484
507-4	Concrete Grade 30 (for diaphragm and deck)	Metre Cube	159	4,027	640,293
507-5	Concrete Grade 40 (for precast post-tensioned girders)	Metre Cube	27	6,395	172,665
508-1	Prestressing Steel	Tonne	0.2	1,621,210	324,242
509-1	Elastomeric Bridge Bearing (450mmx280mmx28mm)	Number	8	22,338	178,704
509-2	Elastomeric Bridge Bearing (1000mmx125mmx10mm)	Number	32	7,915	253,280
510-1	Bridge Railings (Sidewalk Type)	Metre	80	2,040	163,200
	<b>RETAINING WALL</b>				
506-1	Steel Reinforcement	Tonne	90	32,420	2,917,800
507-3	Concrete Grade 25 ( retaining walls )	Metre Cube	1,380	2,968	4,095,840
<b>BILL TOTAL</b>					<b>38,469,036</b>
(Carried forward to Summary Bills) :					

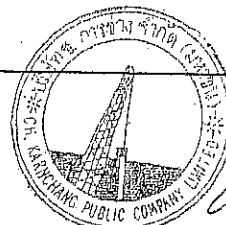


Name of Tenderer CH.Karnchang Public Company Limited.

Poodoo-Paklay Road Construction Project

**SECTION G**  
**BILL 600 - MISCELLANEOUS**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
<b>Protection Works</b>					
602-5	Reinforced Concrete Slope Protection	Metre Cube	350	3,242	1,134,700
602-13	Shotcrete				
602-13.1	Shotcrete thickness 15 cm.	Metre Square	5,040	1,909	9,621,360
602-13.2	Shotcrete thickness 5 cm.	Metre Square	18,220	1,000	18,220,000
602-14	Weephole	Number	800	634	507,200
602-15	Soilnail L = 8 m.	Metre	3,592	1,906	6,846,352
602-16	Soilnail L = 10 m.	Metre	8,827	1,970	17,389,190
<b>Road Furniture</b>					
603-1	Guard Rail on Embankment/Culverts	Metre	2,970	1,835	5,449,950
607-2	Concrete Slab Block Size 40x40x4 CM.	Metre Square	14,010	227	3,180,270
<b>Traffic Markings</b>					
604-1	Traffic Markings	Metre Square	9,100	323	2,939,300
<b>Traffic Signs</b>					
605-1	Traffic Signs (single post)	Number	195	3,375	658,125
605-2	Traffic Signs (double post)	Number	64	11,055	707,520
605-3	Flashing Signal	Number	16	13,615	217,840
605-4	Traffic Management During Construction	Lump Sum	1	675,300	675,300
<b>Miscellaneous</b>					
606-1	Kilometre Posts	Number	30	2,195	65,850
606-2	Edge Marker (Guide) Posts	Number	2,535	772	1,957,020
608-1	Mobilise Drilling Rigs to Site	Lump Sum	1	34,030	34,030
608-2	Shift Drilling Rigs to Next Structure Site	Number	4	5,673	22,692
608-3	Shell and Auger Boring				
	0 - 10 metres	Metre	228	900	205,200
	10 - 20 metres	Metre	40	1,134	45,360
608-4	Drilling in Rock	Metre	12	3,403	40,836
608-5	Dynamic Cone Probing	Metre	130	567	73,710
608-6	Plate Load Tests	Number	2	34,038	68,076
SUBTOTAL (Carried forward to next page)					70,059,881

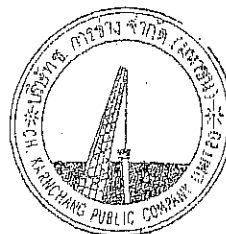


Name of Tenderer CH. Karnchang Public Company Limited.

Poodoo-Paklay Road Construction Project

**SECTION G (Continued)**  
**BILL 600 – MISCELLANEOUS (Continued)**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
	Brought forward from previous page :				70,059,881
	<b>Sodding</b>				
609-1	Sodding	Metre Square	74,000	26	1,924,000
609-2	Vetiver Grassing for Slope Protection	Metre Square	48,300	240	11,592,000
	<b>Subsurface Drains</b>				
611-1	Drainage Layer, Rockfill with Coarse Sand	Metre Cube	6,400	926	5,926,400
611-2	Horizontal Drain (on Soil Nail)	Metre	11,336	1,258	14,260,688
611-3	Subdrain	Metre Cube	4,240	490	2,077,600
	<b>ROADWAY LIGHTINGS</b>				
612-1	9.00m. (Mounting Height) Tapered Steel Pole Single Bracket With High Pressure Sodium Lamp 250 watts, cut-off	Number	13	116,700	1,517,100
612-2	9.00m. (Mounting Height) Tapered Steel Pole Double Brackets With High Pressure Sodium Lamp 250 watts, cut-off	Number	10	134,800	1,348,000
	<b>COMMEMORATIVE PLAQUE</b>				
613-1	Commemorative Plaque	LUMP SUM	1	500,000	500,000
<b>BILL TOTAL</b>					<b>109,205,669</b>
(Carried forward to Summary Bills) :					

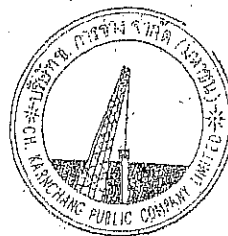


Name of Tenderer CH.Karnchang Public Company Limited.

Poodoo-Paklay Road Construction Project

**SECTION H  
BILL 700 – DETAIL ENGINEERING DESIGN**

Item No.	Description	Unit	Quantity	Rate (THB)	Amount (THB)
701	Survey and Final Design (Building and facilities for Border Check point)	Lump sum	1	3,500,000	3,500,000
702	Construct (Building and facilities for Border Check point)	Lump sum	1	80,500,000	80,500,000
<b>BILL TOTAL</b> (Carried forward to Summary Bills) :					<b>84,000,000</b>



Name of Tenderer CH.Karnchang Public Company Limited.

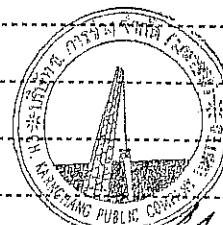
Poodoo-Paklay Road Construction Project

**SECTION I**  
**SUMMARY BILL**

Description	Amount THB
Bill 100 - General Provisions	50,698,280
Bill 200 - Earthworks	86,377,725
Bill 300 - Pavement	206,590,040
Bill 400 - Drainage	85,286,587
Bill 500 - Structures	38,469,036
Bill 600 - Miscellaneous	109,205,669
Bill 700 - Detail Engineering Design	84,000,000
<b>SUB - TOTAL ( Bill 100 - 700 )</b>	<b>660,627,337</b>
<b>TOTAL CONTRACT COST ( Excluded VAT. )</b> ( to be entered in Bid as Bid Sum )	<b>660,627,337</b>

Amount in words :

**-Six Hundred Sixty Million Six Hundred Twenty-seven Thousand Three Hundred and Thirty-seven Bahts Only.-**



Name of Tenderer **CH. Karnchang Public Company Limited**

*Poodoo-Paklay Road Construction Project*



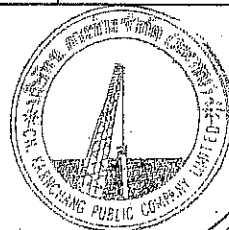
## SECTION J

## SCHEDULE OF RATES FOR ENGINEERS FACILITIES

The Contractor shall enter rates against each item, which rates shall be full compensation for the provision, and where relevant fixing, connection, testing and commissioning, of the item, irrespective of the number to be provided.

## A. Office Furniture

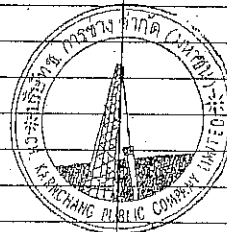
	Item	Rate (THB)
A1.	Twin pedestal desk with locking drawers	9,000.00
A2.	Single pedestal desk with locking drawers	7,500.00
A3.	Executive swivel chair on rollers with arms, cloth upholstery	5,500.00
A4.	Swivel chair on rollers with arms, cloth upholstery	3,000.00
A5.	Easy chair, cloth upholstery	2,000.00
A6.	Straight chair with padded cloth upholstery seat	2,500.00
A7.	Occasional table	8,000.00
A8.	Computer desk (adjustable)	5,000.00
A9.	Layout Table (1.5m x 0.9m)	12,500.00
A10.	Conference Table (3m x 1m)	20,000.00
A11.	Conference Chair (cloth upholstery)	2,500.00
A12.	Typist chair (cloth upholstery)	2,000.00
A13.	Steel Cupboard (lockable)	8,000.00
A14.	4 drawer filing cabinet (lockable)	5,000.00
A15.	2 drawer filing cabinet (lockable)	4,000.00
A16.	Bookshelf	8,000.00
A17.	Portable Heater	500.00
A18.	Whiteboard (1.2m x 0.8m min.) plus markers/eraser	3,500.00
A19.	Notice (pin) board (1.5m x 1.0m min.)	3,500.00



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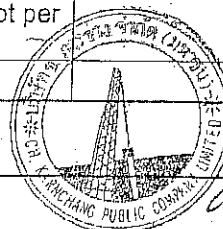
## B. Housing Furniture and Fittings

Item		Rate (THB)
B1.	Electrical boiler (150 l) capacity	15,000.00
B2.	Electrical cooker stove, 4-plate with integral oven	7,500.00
B3.	Electric refrigerator 180 litre,	6,500.00
B4.	Electric refrigerator 350 litre,	12,000.00
B5.	Freezer 150 litre	10,000.00
B6.	Freezer 200 litre	15,000.00
B7.	Kitchen exhaust fan with hood	2,000.00
B8.	Hot/cold water dispenser (5 litre)	5,000.00
B9.	Free standing fan	2,000.00
B10.	Combination safe	8,000.00
B11.	Electric washing machine	15,000.00
B12.	Electric iron and ironing board	3,000.00
B13.	Electric fan (wall mounted)	2,000.00
B14.	Portable heater	500.00
B15.	Electric insect trap	2,500.00
B16.	Exhaust fan	2,000.00
B17.	Air-conditioner, 2.5 kW	15,000.00
B18.	Single bed with mattress	9,500.00
B19.	Double bed with mattress	12,500.00
B20.	Dressing table with mirror and stool	5,000.00
B21.	Chest of drawers (4 drawers)	3,000.00
B22.	Wardrobe, built-in or movable	10,000.00
B23.	Bedroom chair	1,200.00
B24.	Bedroom rug	1,500.00
B25.	Bedside lamp	1,200.00
B26.	Bedside table	1,200.00
B27.	Bath/shower combination	1,200.00
B28.	Bathroom stool	1,500.00
B29.	Pedestal toilet and matching hand-basin	3,500.00
B30.	Dining table	7,500.00
B31.	Dining chair	1,500.00
B32.	Lounge chair	2,500.00
B33.	Settee (3 seater)	900.00
B34.	Coffee table	5,000.00
B35.	Side table	2,500.00
B36.	Sideboard	7,500.00
B37.	Book case	7,500.00
B38.	Writing desk	5,000.00
B39.	Standard lamp	2,000.00
B40.	Kitchen table	7,500.00
B41.	Kitchen chair	1,500.00
B42.	4 No. plastic outside chairs plus table	3,500.00
B43.	24-inch colour-TV, with antenna and Digital adjustable satellite antenna	8,000.00
B44.	Video cassette recorder/player	7,500.00
B45.	4 No. plastic outside chairs plus table	3,500.00
B46.	Curtains, sheets, blankets, duvets, linen, floor mats, chair cushions, towels, table cloths, cooking utensils, pits, pans, crockery, cutlery and all other necessary miscellaneous items as can be reasonably expected to be required by the Engineer's staff, the Employer's designated representatives and their families on Site.	NA



## C. Office Equipment

	Item	Rate (THB)
C1.	A3/A4 photocopier - on a stand with enlargement /reduction facility and automatic feeder and sorter (min. 10 trays)	350,000.00
C2.	Scientific calculators, Casio FX115, or equivalent	1,000.00
C3.	Hole punch with guide	500.00
C4.	Staplers, standard size	500.00
C5.	Spiral binding machine and supply of plastic spiral binders (assorted sizes)	15,000.00
C6.	Desktop computer with minimum core duo processor, 2 GB RAM, 500 GB hard disk , floppy disk , USB 2.0, CD-RW drives, built-in 56 kbps fax /modem, 17 inch flat screen LCD monitor , keyboard, mouse, and cables.	30,000.00
C7.	Desktop computer , as above but with 15 inch flat screen LCD monitor	25,000.00
C8.	Notebook computer with minimum core duo processor, 2 GB RAM , 320 GB hard disk , USB 2.0 and DVD /CD-RW combo drive, 56 kbps fax /modem, 14 inch LCD widescreen , spare rechargeable battery charger, mouse and computer carry case.	30,000.00
C9.	1 GB flash drive.	500.00
C10.	1200x1200 dpi resolution HP Scanjet 3670 scanner, up to 1200 dpi, 48-bit colour or similar (minimum, A4 size)	10,000.00
C11.	Portable A4 bubble jet colour printer, with spare rechargeable battery and charger, automatic feeder, cables, cartridges and case , Canon i80 or equivalent.	7,000.00
C12.	A3/A4 colour printer, Hewlett Packard HP Deskjet 9800, 1200x1200 dpi or similar	50,000.00
C13.	Cabling/switching system for linking all computers to printers	150,000.00
C14.	Computer software, latest versions on CD, including manuals:	
	• Microsoft Windows	8,000.00
	• Internet Explorer	8,000.00
	• Microsoft Office Professional	15,000.00
	• Microsoft Outlook	8,000.00
	• Microsoft Project	12,000.00
	• Internet connection software	2,500.00
	• Diagnostic and recovery software, PC Tools or equivalent	7,500.00
	• McAfee/Anti Virus (multi-user licenses)	8,000.00
	• AutoCAD	350,000.00
	• Approved road design software package, suitable for design modifications and calculation or roadwork quantities, compatible with AutoCAD & survey software.	350,000.00
C15.	Portable 220 V Uninterrupted Power Supply (UPS)	2,500.00
C16.	Automatic voltage regulator, 500 VA	2,000.00
C17.	Camera with automatic focus , exposure, and flash and zoom lens , Nikon D50 or equivalent.	35,000.00
C18.	Digital zoom camera (min 10.0 mega pixel ) Kodak Z 7590 with minimum 256 MB flash memory or equivalent	12,500.00
C19.	Stationery, files, photocopy paper , plastic binders , floppy disks , rewritable CDs , zip disks , photographic films (2 No. 36 shot per month), printed forms etc. as required.	50,000.00
C20.	Plain paper A4 fax machine	18,500.00





LAO PEOPLE'S DEMOCRATIC REPUBLIC  
Peace Independence Democracy Unity Prosperity

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Ministry of Public Works and Transport  
Department of Roads  
Lane Xang Avenue; Vientiane Capital, Lao PDR  
Tel: (856-21) 412 714; Fax: (856-21) 414 132

Ref. No...<sup>1384</sup>1384/DoR  
Vientiane Capital, Date: <sup>21</sup>21 August 2012

CH Karnchang Public Co.,Ltd  
Tel: +662-2770460  
Fax: +662-2757029

Re: Poodoo-Paklay Road Construction Project  
Bids for Civil Works Contract  
Subject: Amendments to the Date and Time for Site Visit and Pre-Bid Meeting for  
Civil Works Contract

Dear Sir/Madam,

We refer to the letter of Invitation for Bids No. 13083/DoR, Dated 9 August 2012.  
We hereby issue addendum to amend the Invitation for Bids of the Bidding Document  
without Prequalification Method as follows:

1) Revise paragraph 6:

"The site visit conducted by the Employer will commence at the date and time noted below:

Location: Junction National Road No.4, Paklay Town, Xayaboury Province.  
Date: 23 August, 2012      Time: 14:00 hrs

A Pre-Bid meeting will take place at the following date, time and place:

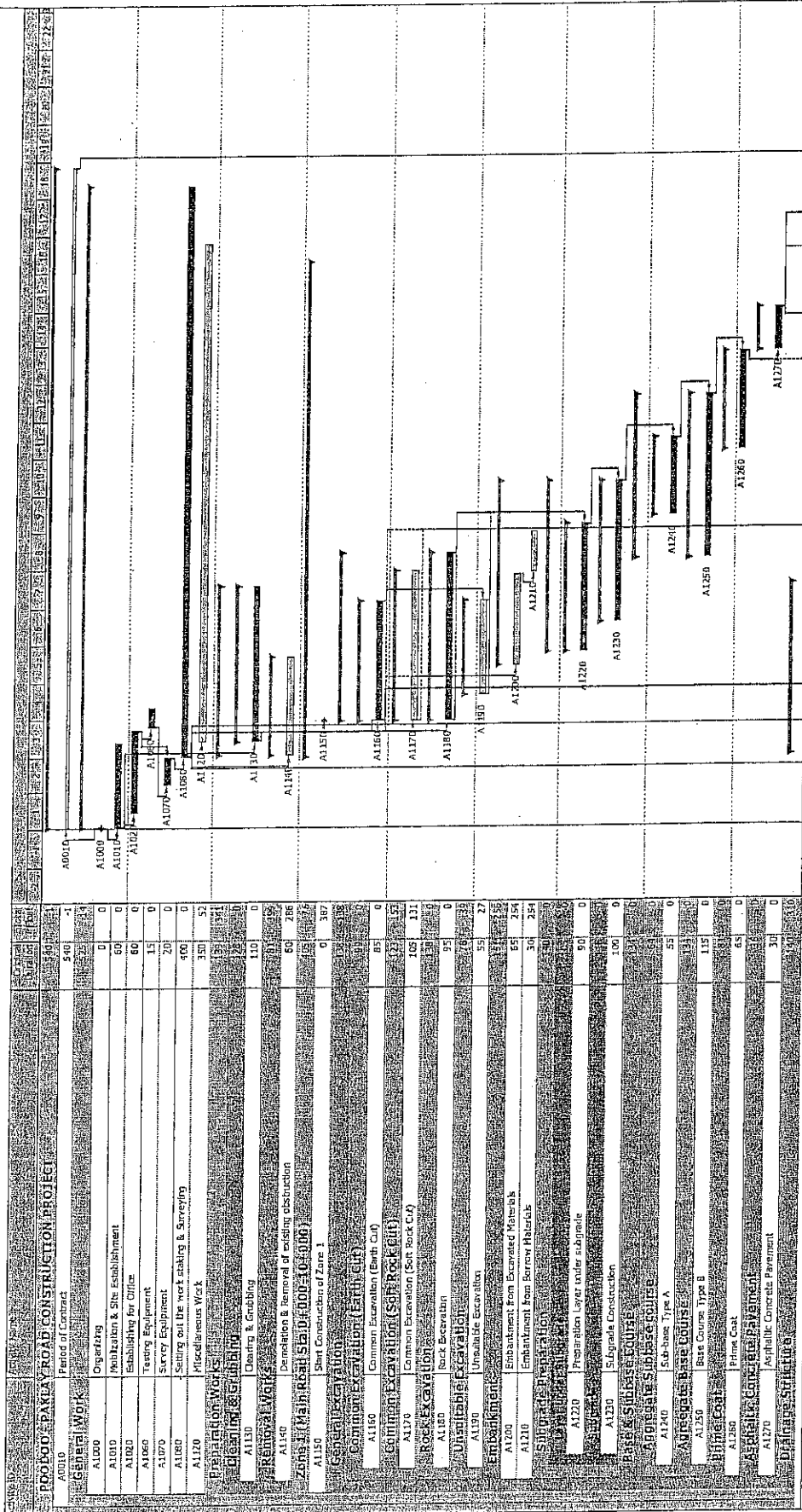
Date: 24 August 2012, Time: 8:30 hrs  
Place: Meeting Room, Paklay Town Meeting hall.

Yours faithfully



POTHONG NONGPHANHANH  
(Chairman of Committee)  
Deputy Director General, Department of Roads, MPWT

# POODOO - PAKLAY ROAD CONSTRUCTION PROJECT



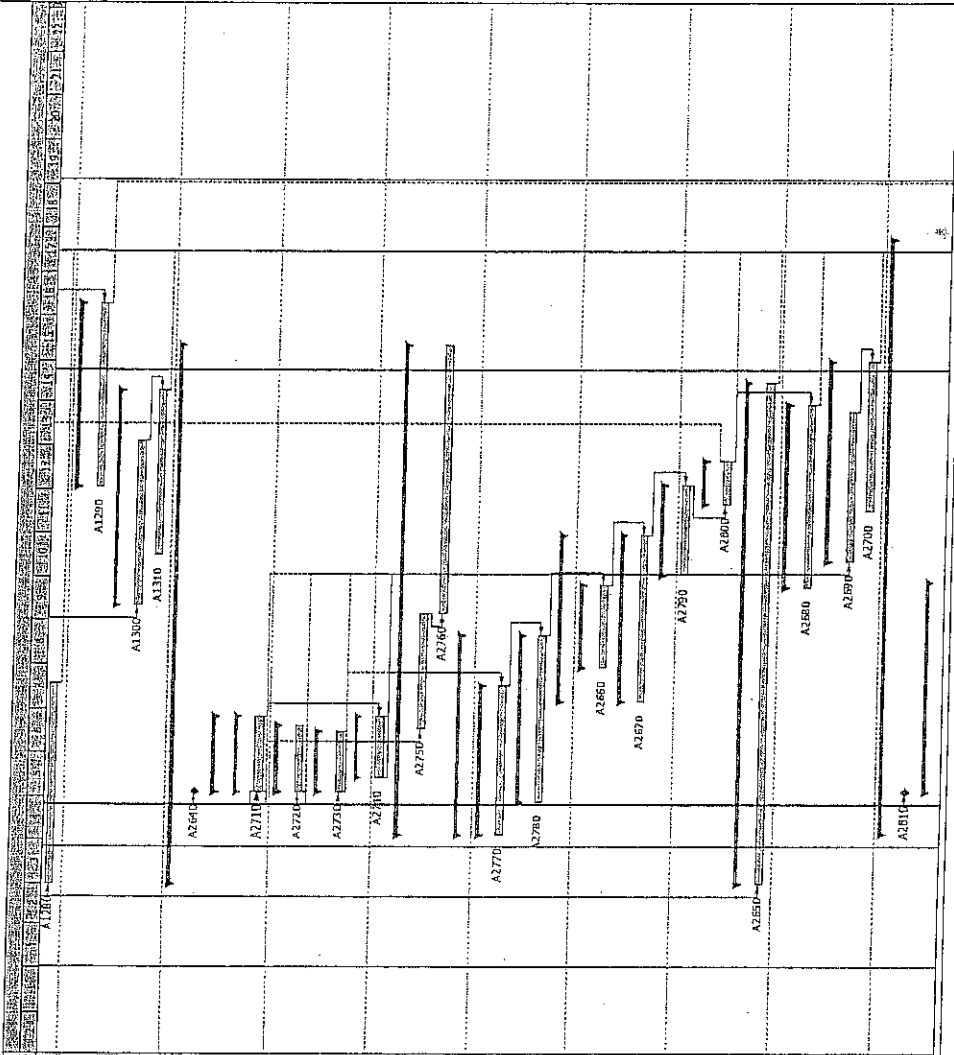
Page 1 from 3

CH. KARNCHANG PUBLIC COMPANY LIMITED

Data Date 02/07/13  
 Assumed Notices to Proceed Date 02/01/13  
 Latest Update 04/09/12

  Remaining Work  
  Critical Remaining Work  
  Actual Work  
  Remaining Level of Effort  
  Milestone  
  Summary

# POODOO - PAKLAY ROAD CONSTRUCTION PROJECT



Task ID	Description	Start	End	Duration	Remaining Work
A1280	Drainage Structure	01/11/13	01/11/13	120	266
A1290	Shouldering & Road Side Furnitures	01/11/13	01/11/13	110	39
A1300	Top Soil & Graveling	01/11/13	01/11/13	100	90
A1310	Soil Filling & Graveling	01/11/13	01/11/13	100	90
A1320	Sheet Construction of Zone 1	01/11/13	01/11/13	0	357
A2710	General Excavation	01/11/13	01/11/13	45	32
A2720	Common Excavation (Earth Cut)	01/11/13	01/11/13	40	41
A2730	Common Excavation (Soft Rock Cut)	01/11/13	01/11/13	30	33
A2740	Rock Excavation	01/11/13	01/11/13	30	37
A2750	Unsuitable Excavation	01/11/13	01/11/13	30	26
A2760	Embankment from Excavated Materials	01/11/13	01/11/13	70	90
A2770	Embankment from Borrow Materials	01/11/13	01/11/13	160	90
A2780	Subgrade Preparation	01/11/13	01/11/13	50	31
A2790	Subgrade Construction	01/11/13	01/11/13	100	31
A2800	Base Course Type A	01/11/13	01/11/13	50	31
A2810	Base Course Type B	01/11/13	01/11/13	100	31
A2820	Prime Coat	01/11/13	01/11/13	50	26
A2830	Asphalt Concrete Pavement	01/11/13	01/11/13	25	26
A2840	Drainage Structure	01/11/13	01/11/13	100	90
A2850	Shouldering & Road Side Furnitures	01/11/13	01/11/13	110	90
A2860	Top Soil & Graveling	01/11/13	01/11/13	90	73
A2870	Soil Filling & Graveling	01/11/13	01/11/13	90	73
A2880	Sheet Construction of Zone 2	01/11/13	01/11/13	0	357
A2890	General Excavation	01/11/13	01/11/13	0	357

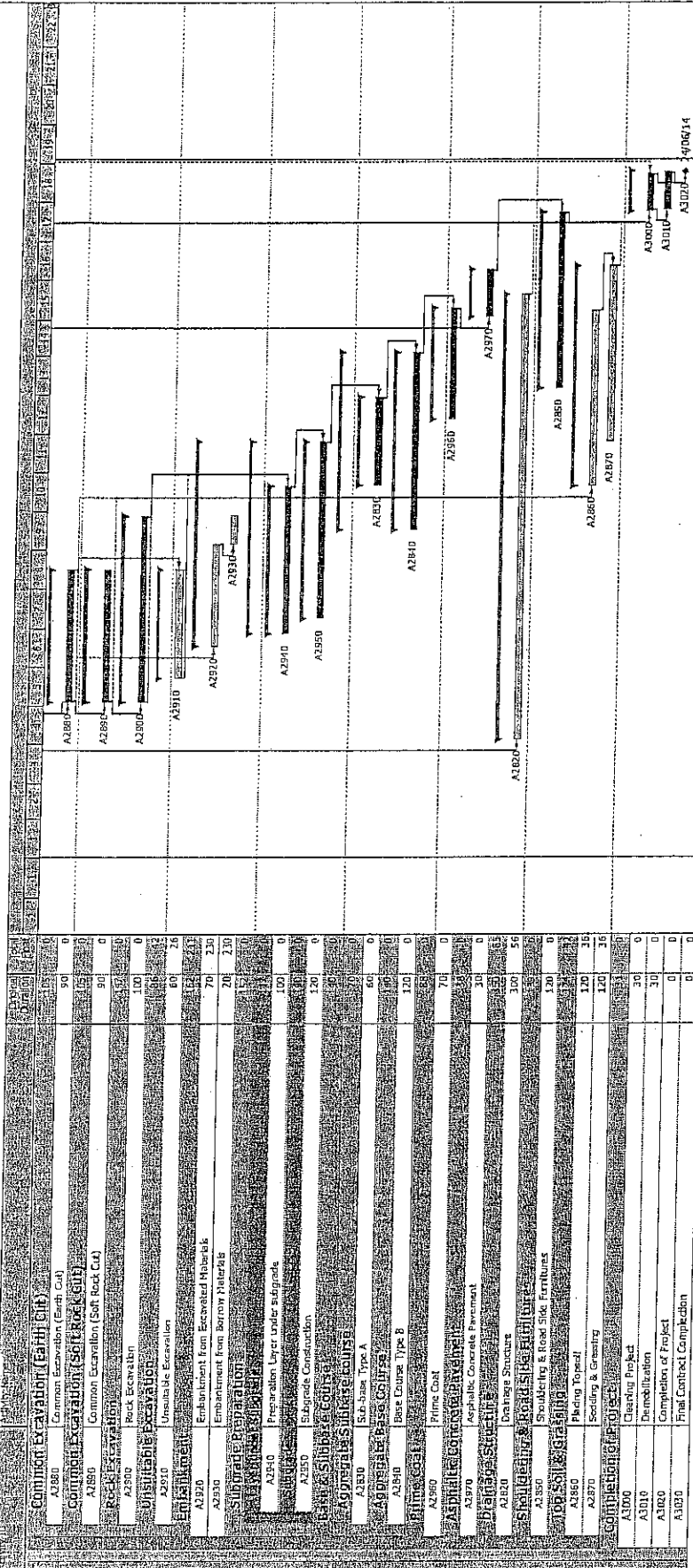
Page 2 from 3

**CH. KARNCHANG PUBLIC COMPANY LIMITED**

Data Date 02/07/13  
 Assumed Notice to Proceed Date 02/01/13  
 Latest Update 04/09/12

- Remaining Work
- Critical Remaining Work
- Actual Work
- Remaining Level of Effort
- Milestone
- Summary

# POODOO - PAKLAY ROAD CONSTRUCTION PROJECT



Page 3 from 3

CH. KARNCHANG PUBLIC COMPANY LIMITED

Date 02/01/13

Assumed Notice to Proceed Date 02/01/13

Latest Update 04/09/12

▬ Remaining Work

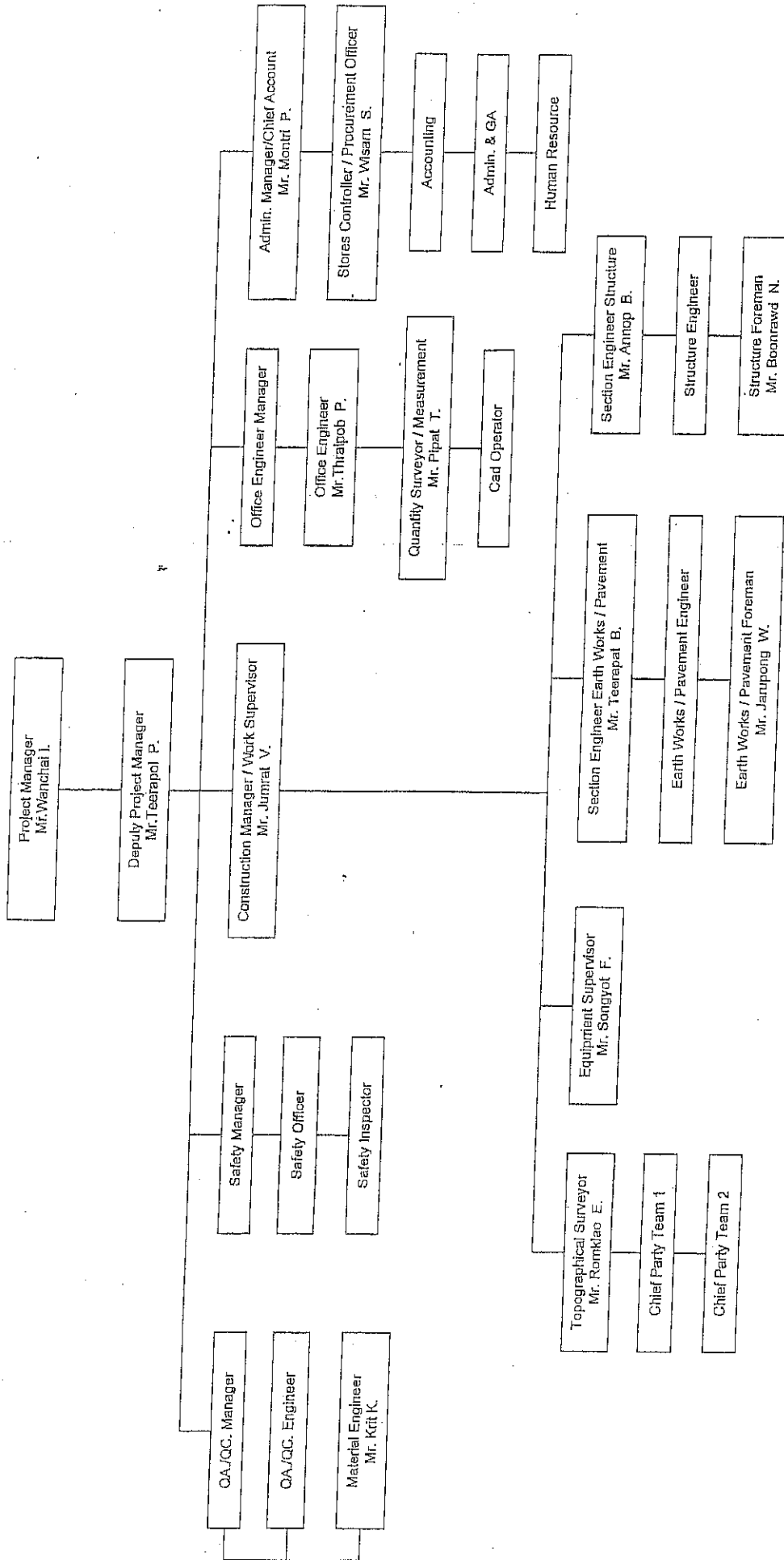
▬ Critical Remaining Work

▬ Actual Work

◆ Milestone

▬ Summary

POODOO-PAKLAY ROAD CONSTRUCTION PROJECT



152

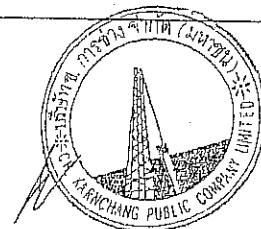
161



**A. Personnel****Form PER - 1 : Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form Below for each candidate.

1.	Title of Position	Project Manager
	Name	Mr. Wanchai Inthapho
2.	Title of Position	Senior Engineer (Deputy Project Manager)
	Name	Mr. Teerapol Pengpit
3.	Title of Position	Materials Engineer
	Name	Mr. Krit Kumsombat
4.	Title of Position	Section Engineer (Earthworks/Pavement)
	Name	Mr. Teerapat Borrihanpong
5.	Title of Position	Section Engineer (Structures)
	Name	Mr. Annop Booranatanit
6.	Title of Position	Engineer
	Name	Mr. Traipob Phatumrat
7.	Title of Position	Topographical Surveyor
	Name	Mr. Romklao Eampodhi
8.	Title of Position	Construction Manager/Works Supervisor
	Name	Mr. Jumrat Vongoot
9.	Title of Position	Earthworks/Pavement Foreman
	Name	Mr. Jarupong Wongjan



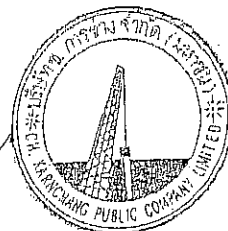


A. Personnel

Form PER – 1 : Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form Below for each candidate.

10.	Title of Position	Structures Foreman
	Name	Mr. Boonrawd Numphuentong
11.	Title of Position	Quantity Surveyor/Measurement Engineer
	Name	Mr. Pipat Tosomboon
12.	Title of Position	Stores Controller/Procurement Officer
	Name	Mr. Wisarn Sakulwong
13.	Title of Position	Equipment Supervisor
	Name	Mr. Songyot Faikruea
14.	Title of Position	Administration Manager/Chief Accountant
	Name	Mr. Montri Prakongsai



**MOBILIZATION SCHEDULE OF POOD00 - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**

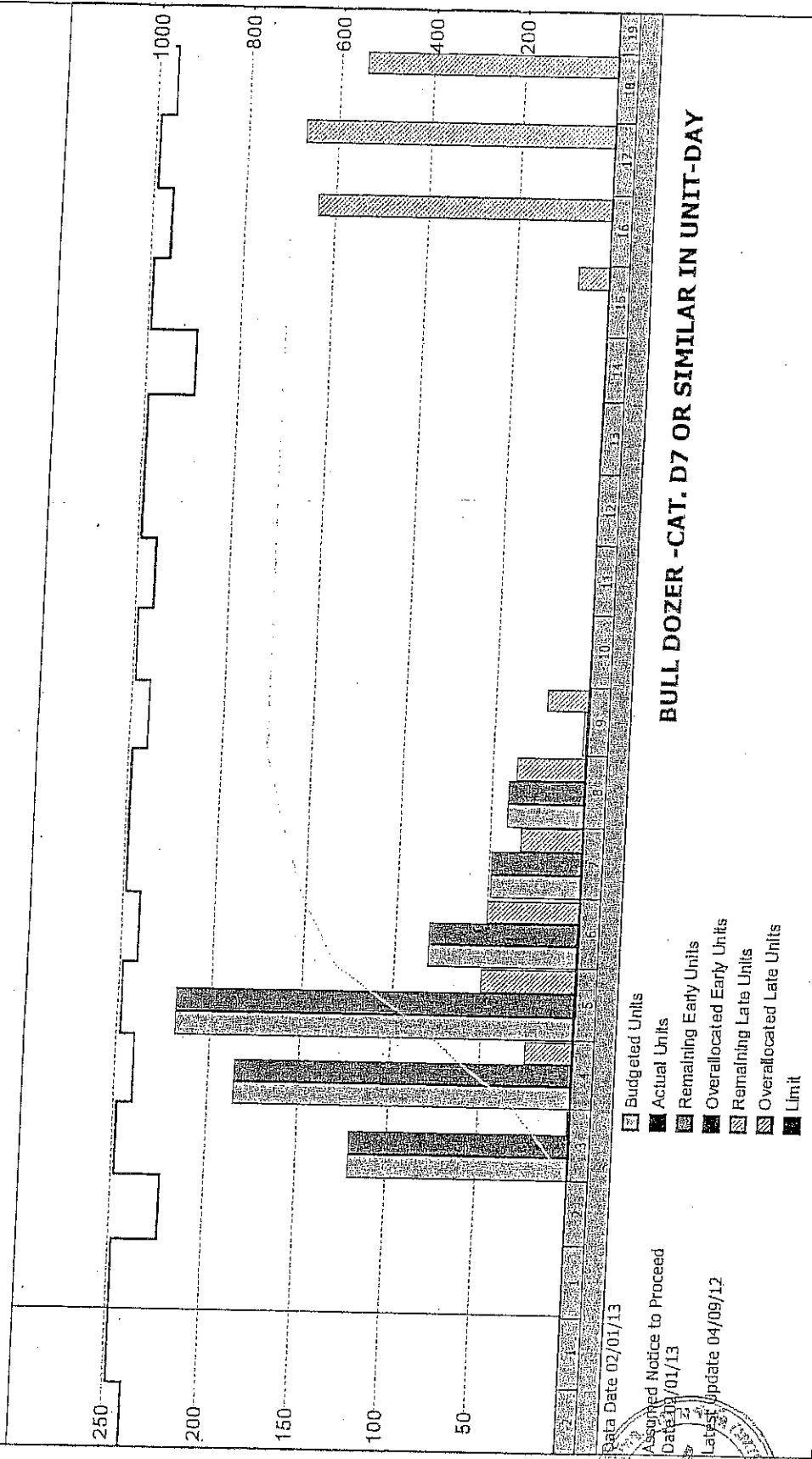


**BULL DOZER - CAT. D6 OR SIMILAR UNIT IN UNIT-DAY**

- Budgeted Units
- Actual Units
- Remaining Early Units
- Overallocated Early Units
- Remaining Late Units
- Overallocated Late Units
- Limit

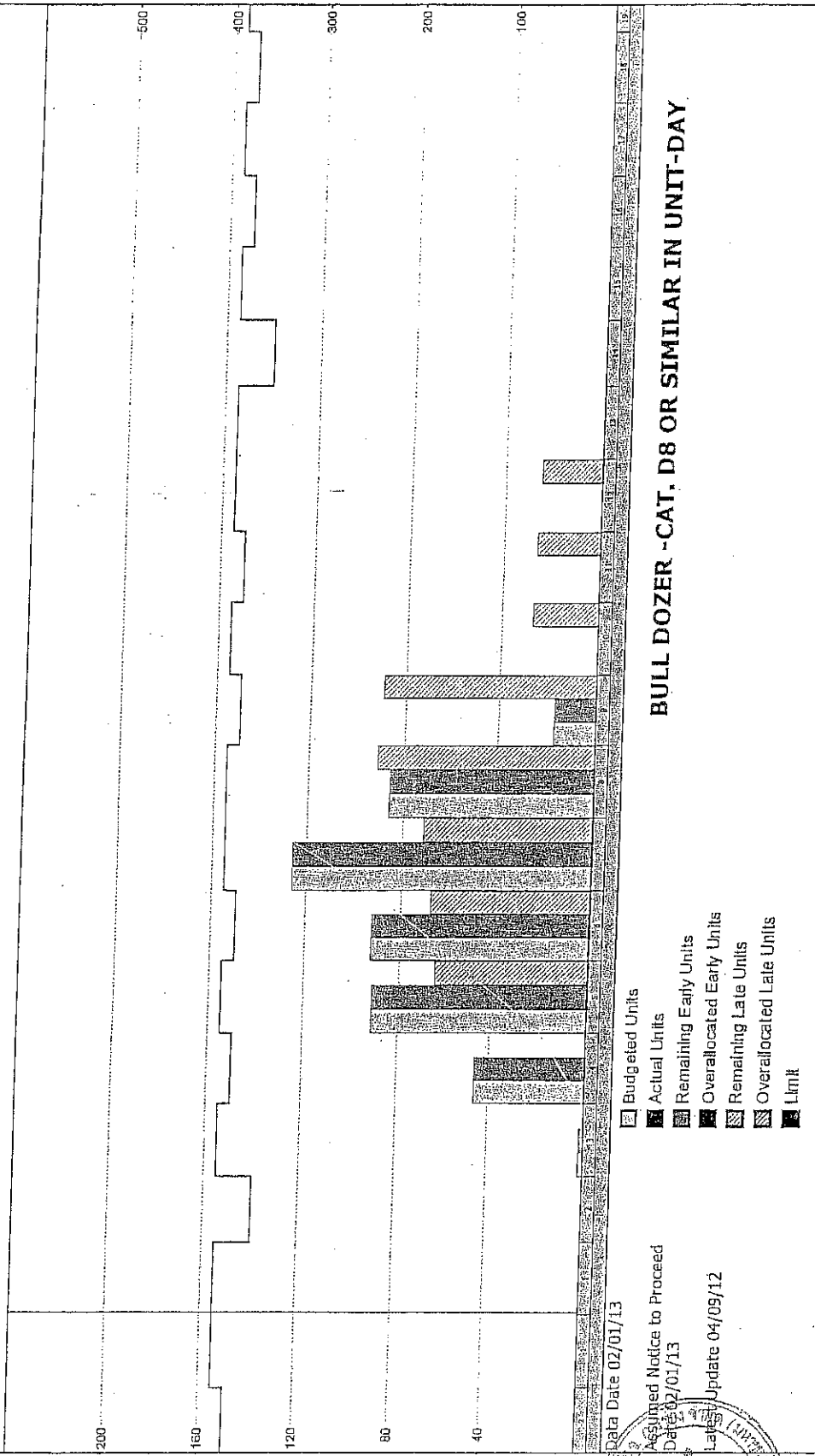
Data Date 02/01/13  
 Assumed Notice to Proceed Date 02/01/13  
 Latest Update 04/09/12

**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



Data Date 02/01/13  
 Assigned Notice to Proceed Date 01/01/13  
 Latest Update 04/09/12

**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



Data Date 02/01/13  
 Assumed Notice to Proceed Date 02/01/13  
 Latest Update 04/09/12

CH. KARNCHANG PUBLIC COMPANY LIMITED

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**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



**HYDRAULIC EXCAVATOR 1.5 CU. Y. UNIT IN UNIT-DAY**

- Budgeted Units
- Actual Units
- Remaining Early Units
- Overallocated Early Units
- Remaining Late Units
- Overallocated Late Units
- Limit

Data Date 02/01/13  
 Assumed Notice to Proceed Date 02/01/13  
 Latest Update 04/09/12

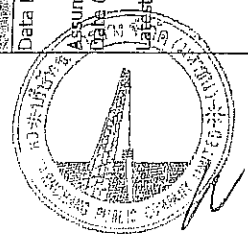
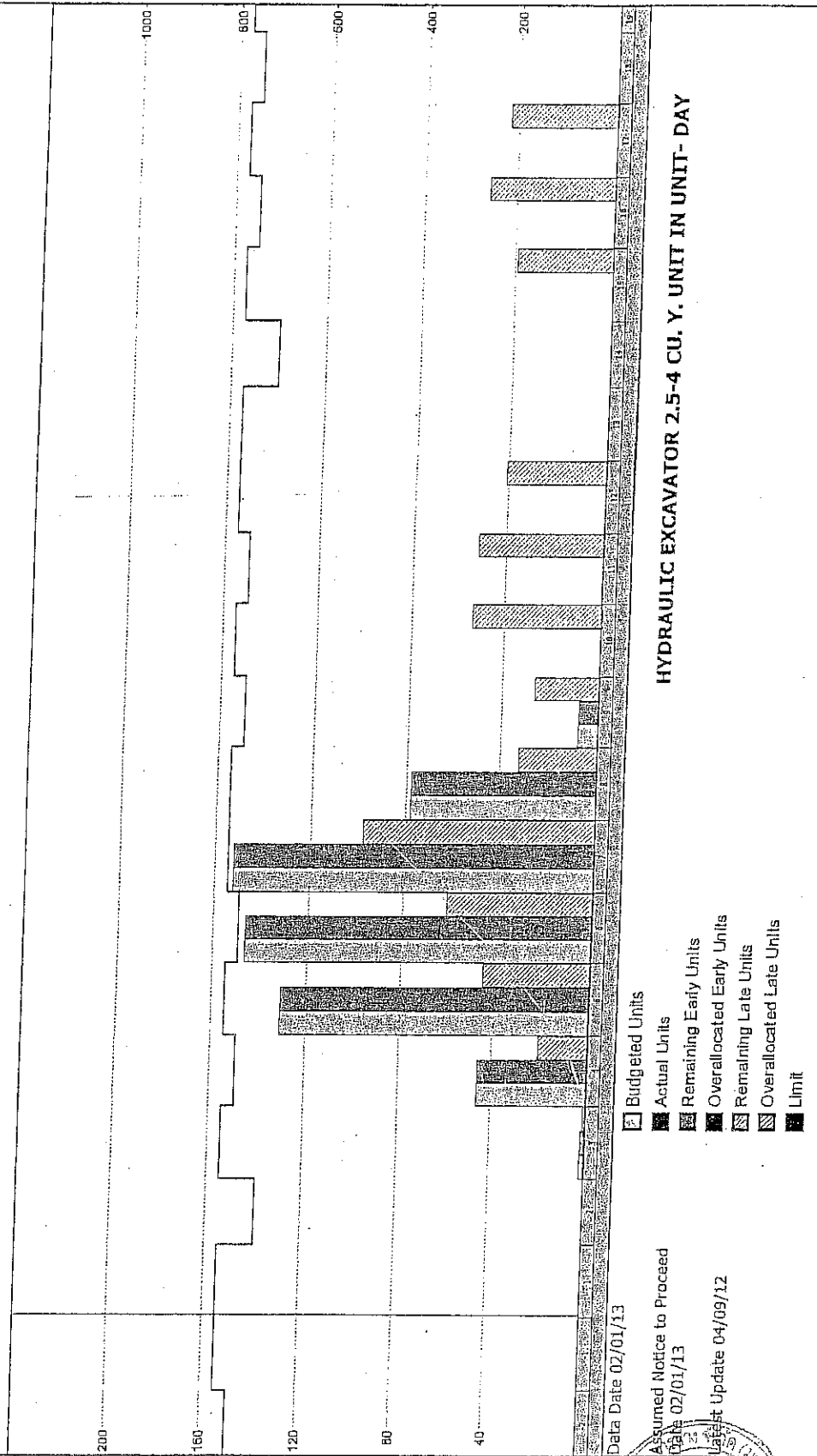
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# MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT

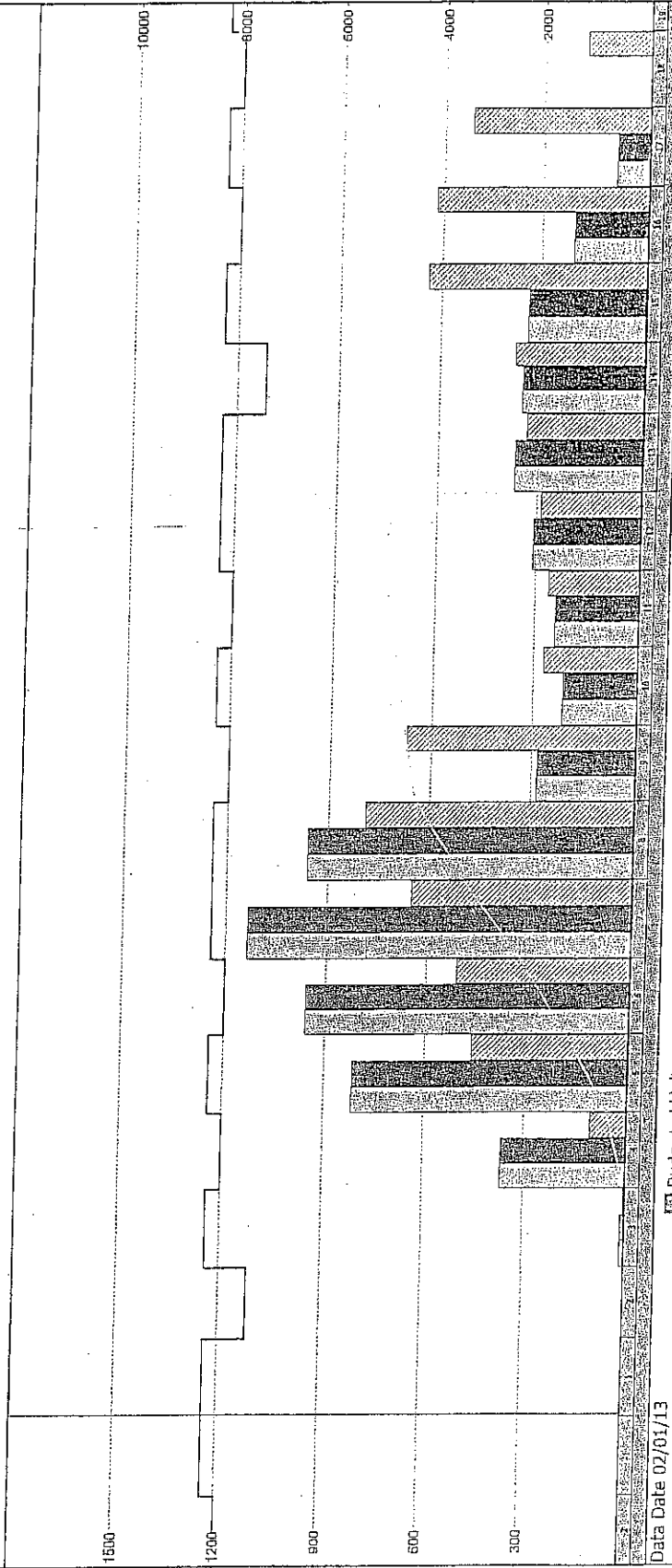
PROPOSED BY CH. KARNCHANG PCL



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**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



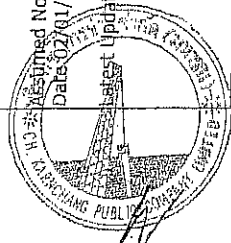
**DUMP TRUCK 10 CU. M. UNIT IN UNIT-DAY**

- Budgeted Units
- Actual Units
- ▨ Remaining Early Units
- ▩ Overallocated Early Units
- ▧ Remaining Late Units
- ▦ Overallocated Late Units
- Limit

Data Date 02/01/13

Assumed Notice to Proceed  
 Date 02/01/13

Latest Update 04/09/12



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**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



**MOTOR GRADER - CAT. 12 G OR SIMILAR (WITH SCARIFIERS)**

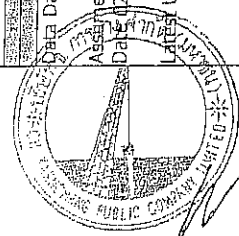
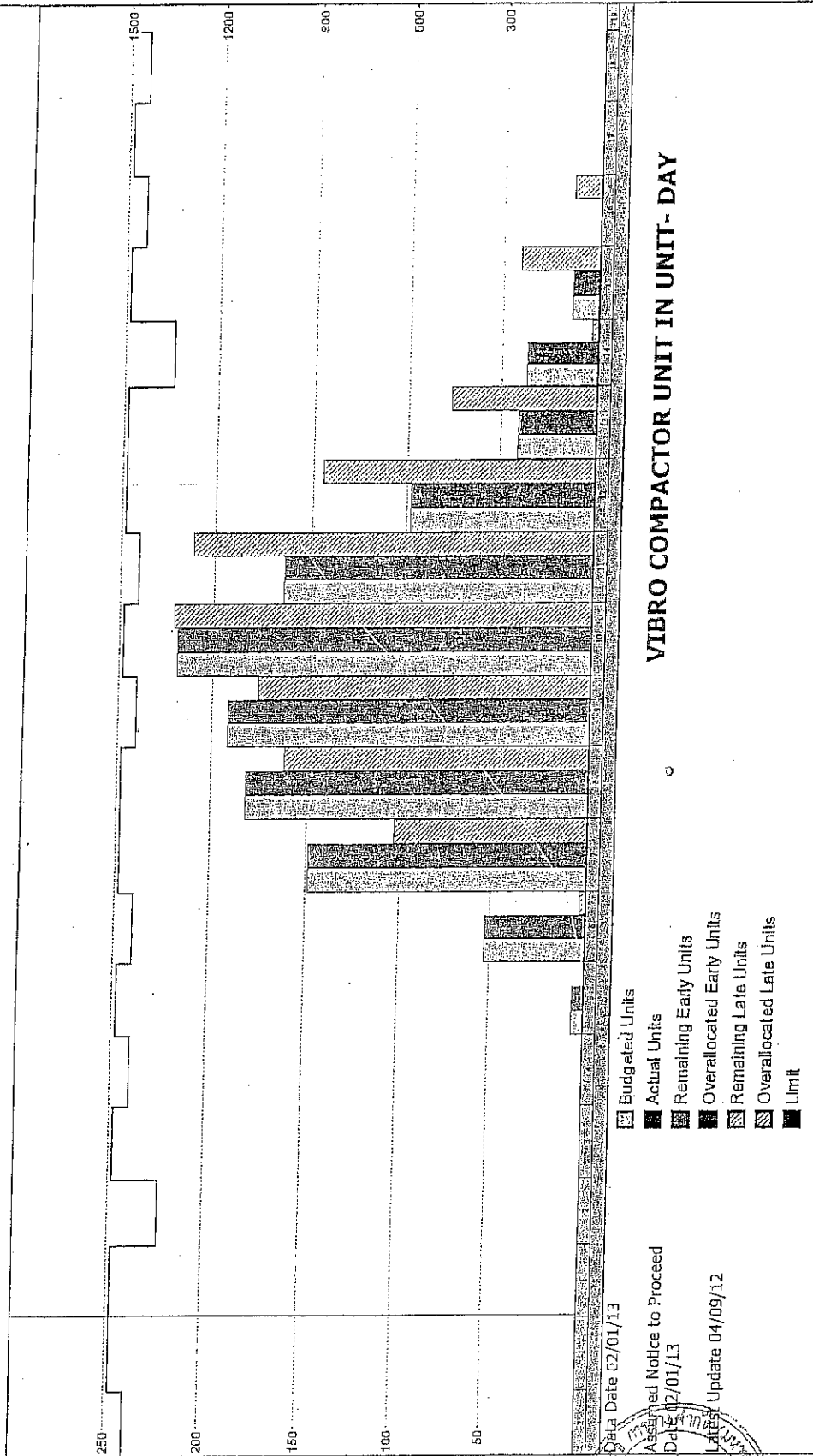
**UNIT IN UNIT-DAY**

- Budgeted Units
- Actual Units
- ▨ Remaining Early Units
- Overallocated Early Units
- ▨ Remaining Late Units
- Overallocated Late Units
- Limit

Date: 02/01/13  
 Assumed Notice to Proceed Date: 03/01/13  
 Latest Update: 04/09/12

# MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT

PROPOSED BY CH. KARNCHANG PCL



Budgeted Units  
 Actual Units  
 Remaining Early Units  
 Overallocated Early Units  
 Remaining Late Units  
 Overallocated Late Units  
 Limit

Data Date 02/01/13  
 Assumed Notice to Proceed Date 02/01/13  
 Update 04/09/12

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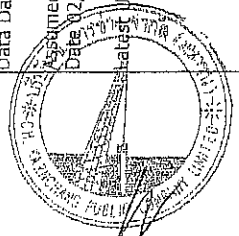
**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



**PNEUMATIC TIRE ROLLER UNIT IN UNIT- DAY**

- Budgeted Units
- Actual Units
- Remaining Early Units
- Overallocated Early Units
- Remaining Late Units
- Overallocated Late Units
- Limit

Data Date 02/01/13  
 Assumed Notice to Proceed Date 02/01/13  
 Latest Update 04/09/12

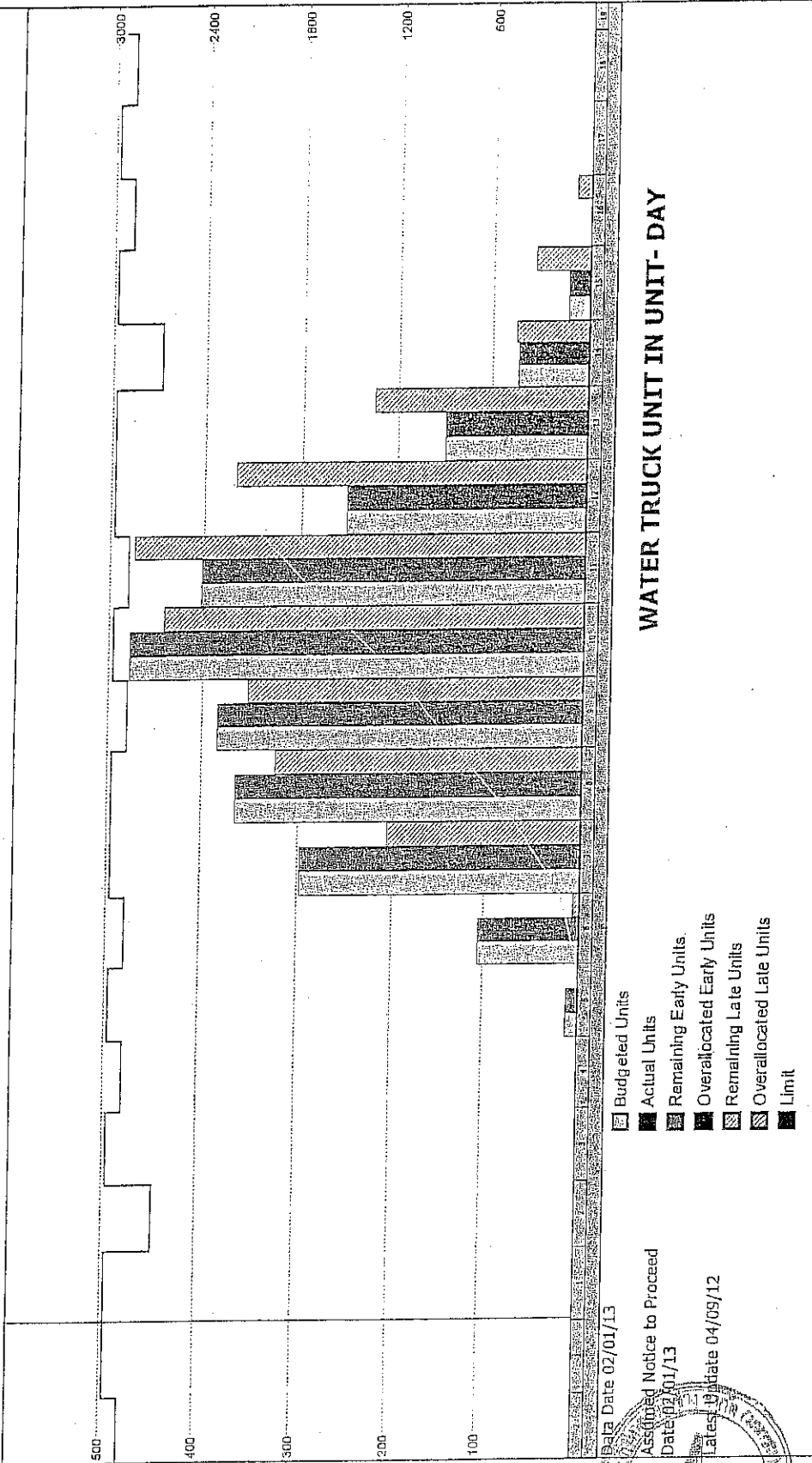


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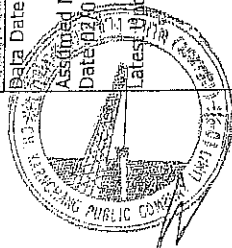
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# MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT

PROPOSED BY CH. KARNCHANG PCL



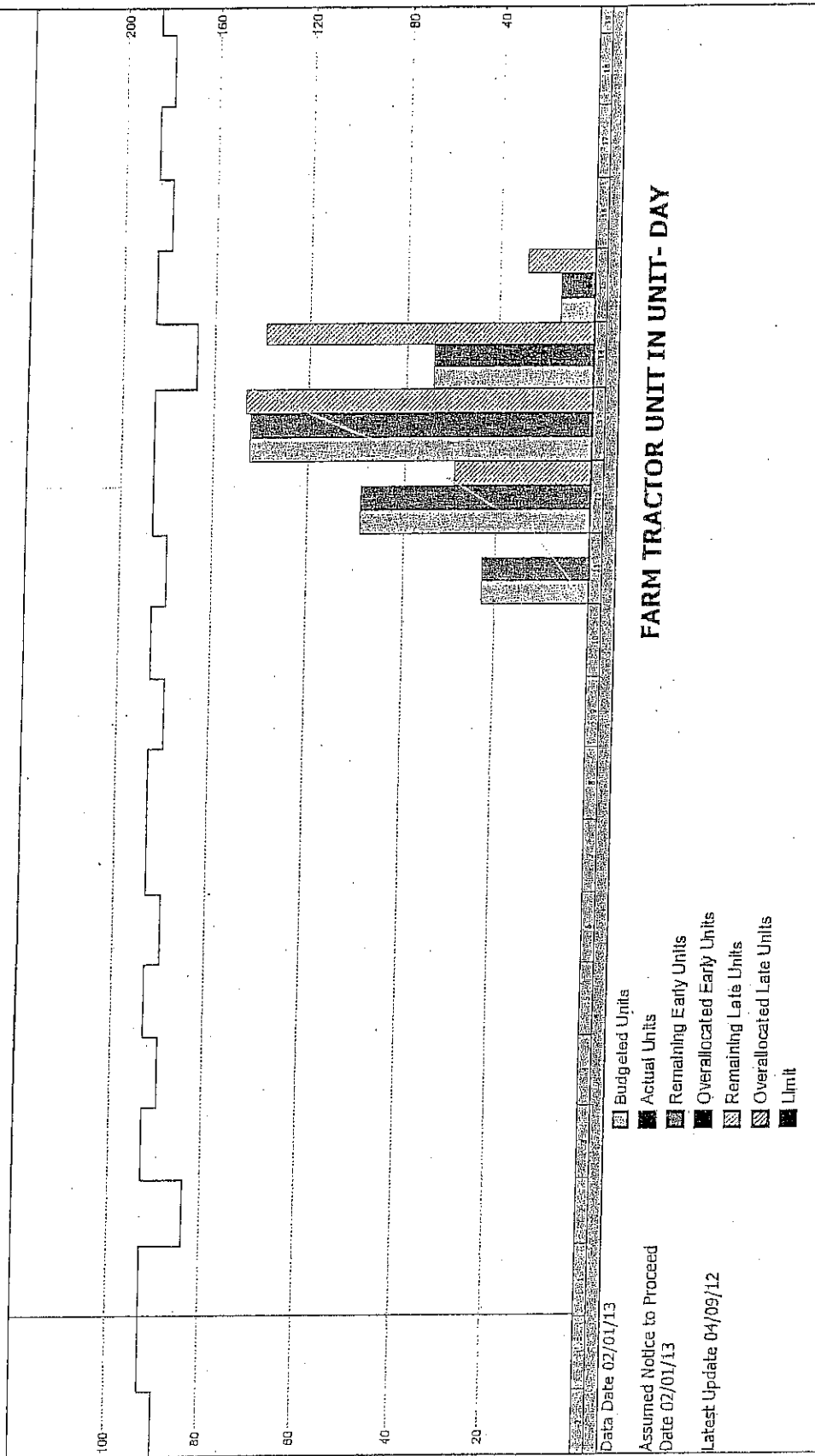
WATER TRUCK UNIT IN UNIT- DAY



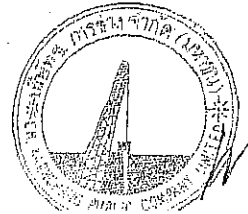
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**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



Data Date 02/01/13  
 Assumed Notice to Proceed Date 02/01/13  
 Latest Update 04/09/12

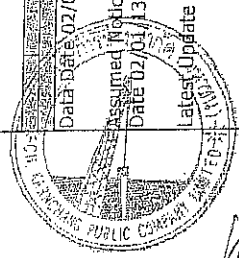
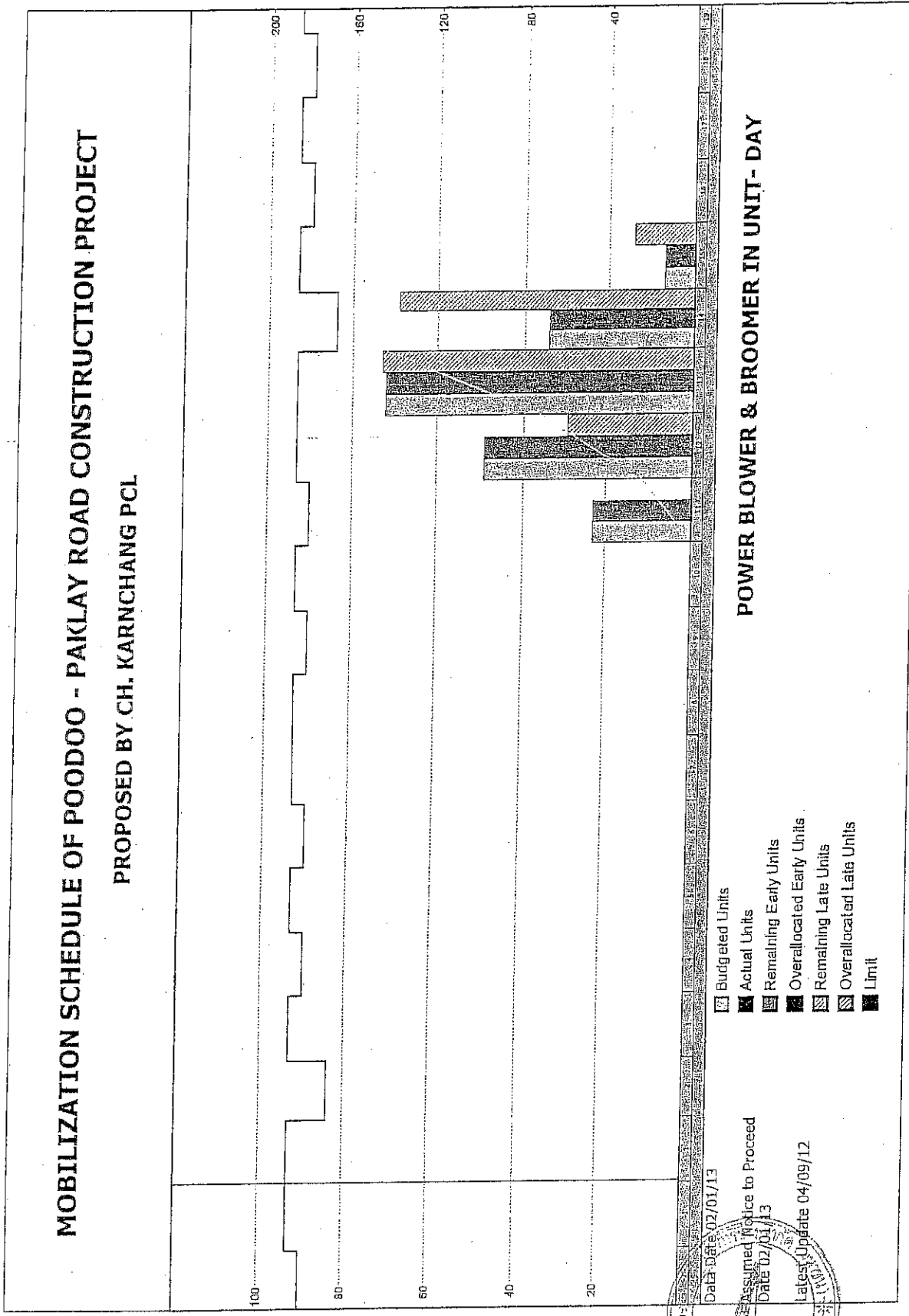


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# MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT

PROPOSED BY CH. KARNCHANG PCL



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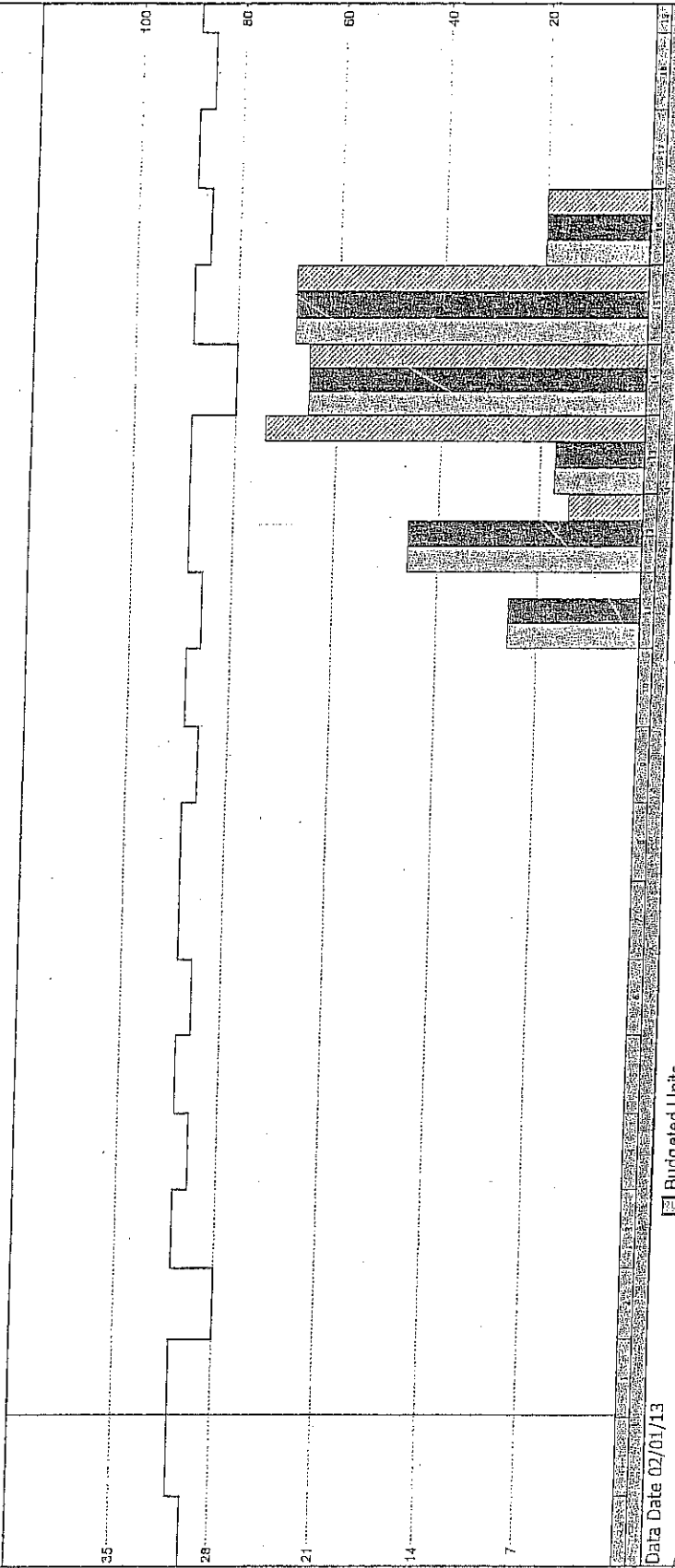
# MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT PROPOSED BY CH. KARNCHANG PCL



- Budgeted Units
- Actual Units
- ▨ Remaining Early Units
- ▩ Overallocated Early Units
- ▧ Remaining Late Units
- Overallocated Late Units
- Limit

Date 02/01/13  
Assumed to Proceed  
Date 02/01/13  
Latest Update 04/09/12

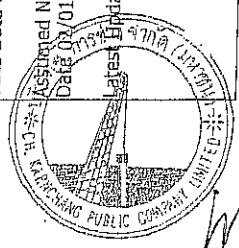
**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



**BITUMINOUS MIXING PLANT UNIT IN UNIT- DAY**

- Budgeted Units
- Actual Units
- Remaining Early Units
- Overallocated Early Units
- Remaining Late Units
- Overallocated Late Units
- Limit

Data Date 02/01/13  
 Assumed Notice to Proceed Date 02/01/13  
 Latest Update 04/09/12



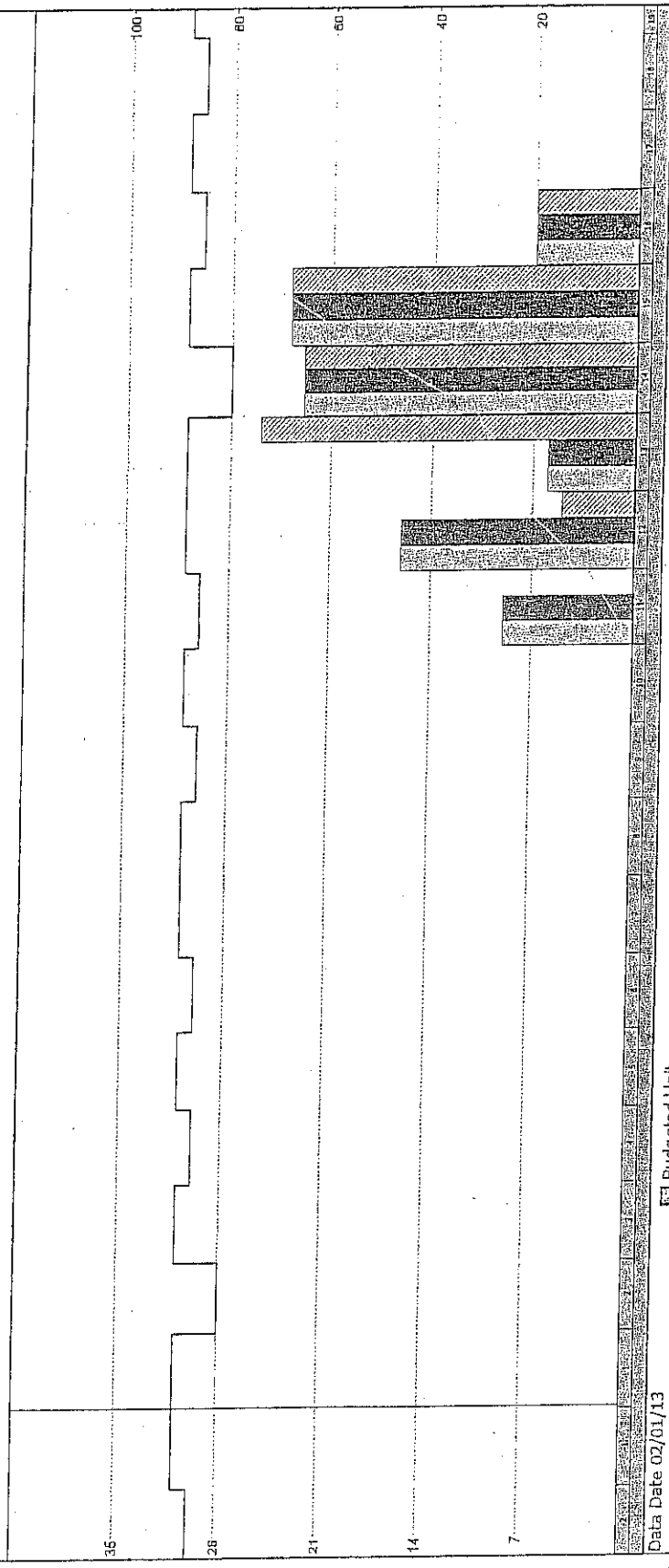
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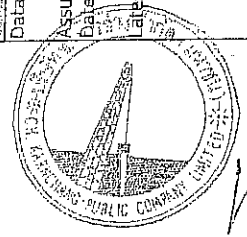
**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



**PAVER UNIT IN UNIT-DAY**

- Budgeted Units
- Actual Units
- Remaining Early Units
- Overallocated Early Units
- Remaining Late Units
- Overallocated Late Units
- Limit

Data Date 02/01/13  
 Assumed Notice to Proceed Date 02/01/13  
 Last Update 04/09/12



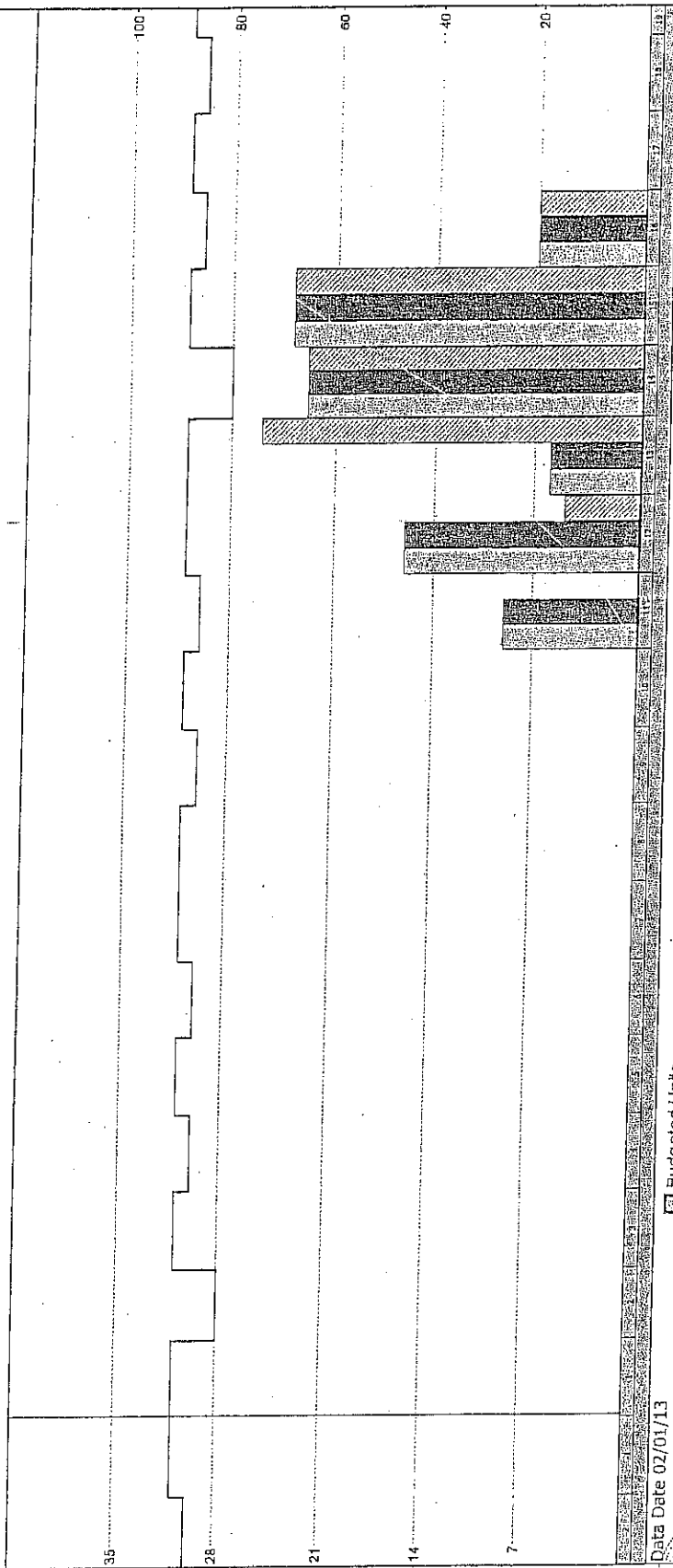
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# MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT

PROPOSED BY CH. KARNCHANG PCL



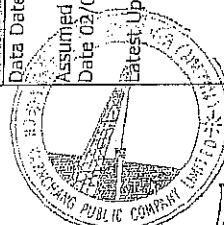
## SMOOTH DRUM ROLLER UNIT IN UNIT-DAY

- Budgeted Units
- Actual Units
- Remaining Early Units
- Overallocated Early Units
- Remaining Late Units
- Overallocated Late Units
- Limit

Data Date 02/01/13

Assumed Notice to Proceed Date 02/01/13.

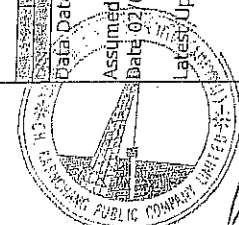
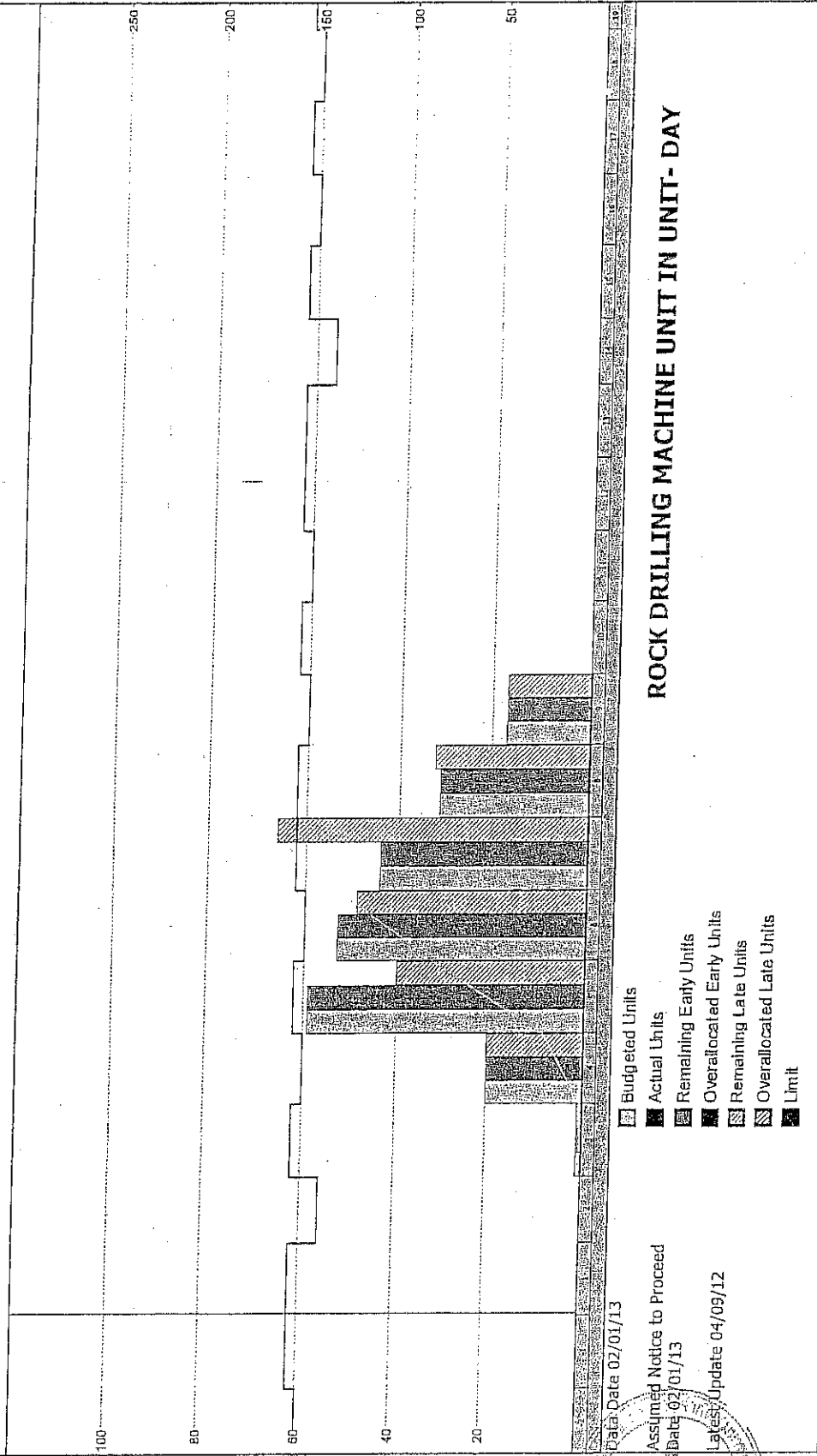
Latest Update 04/09/12



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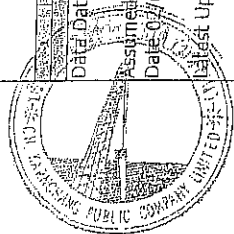
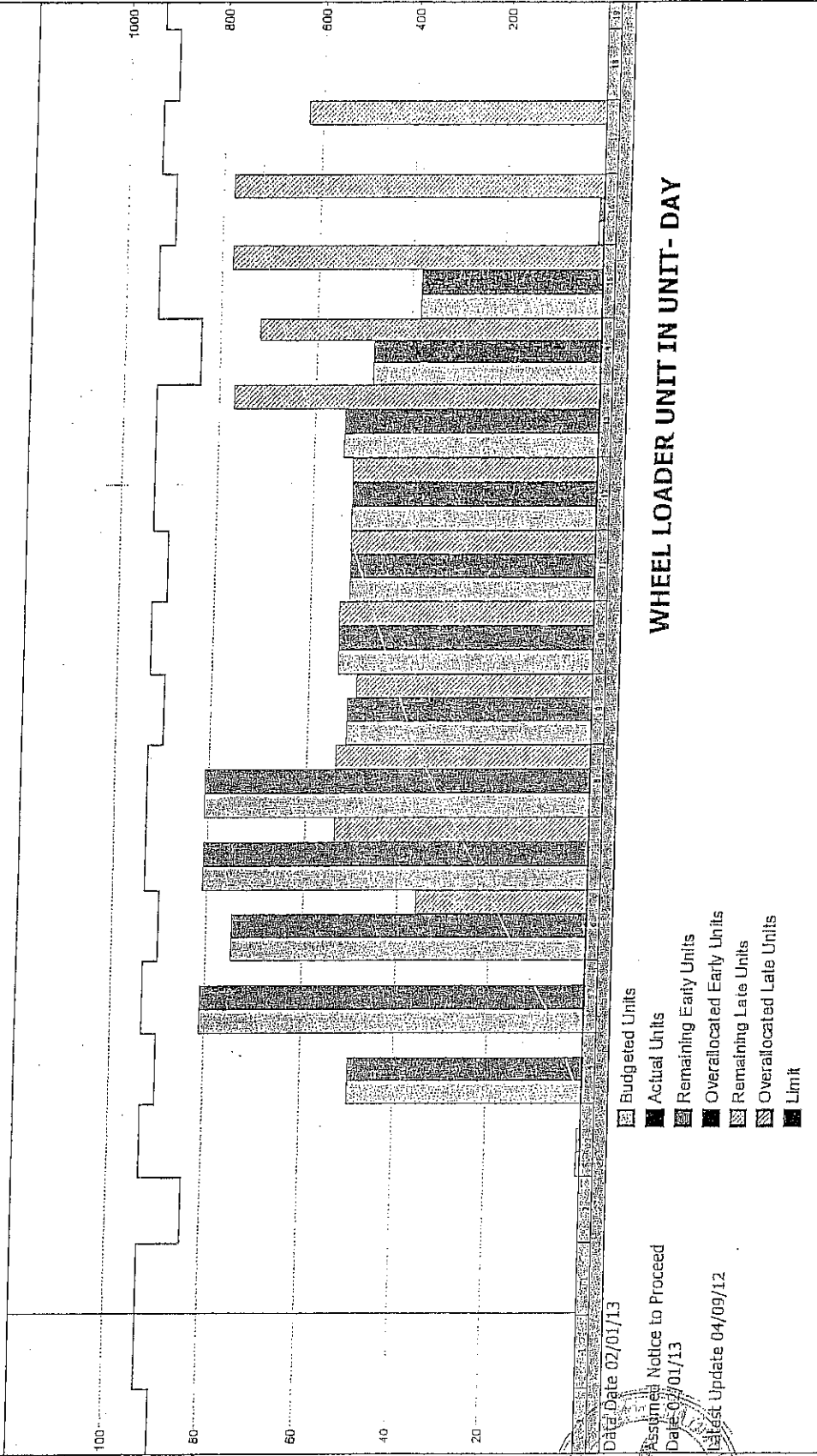
**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARINCHANG PCL**



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*n*

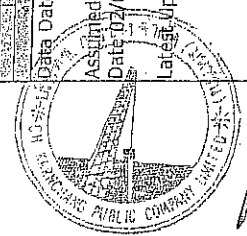
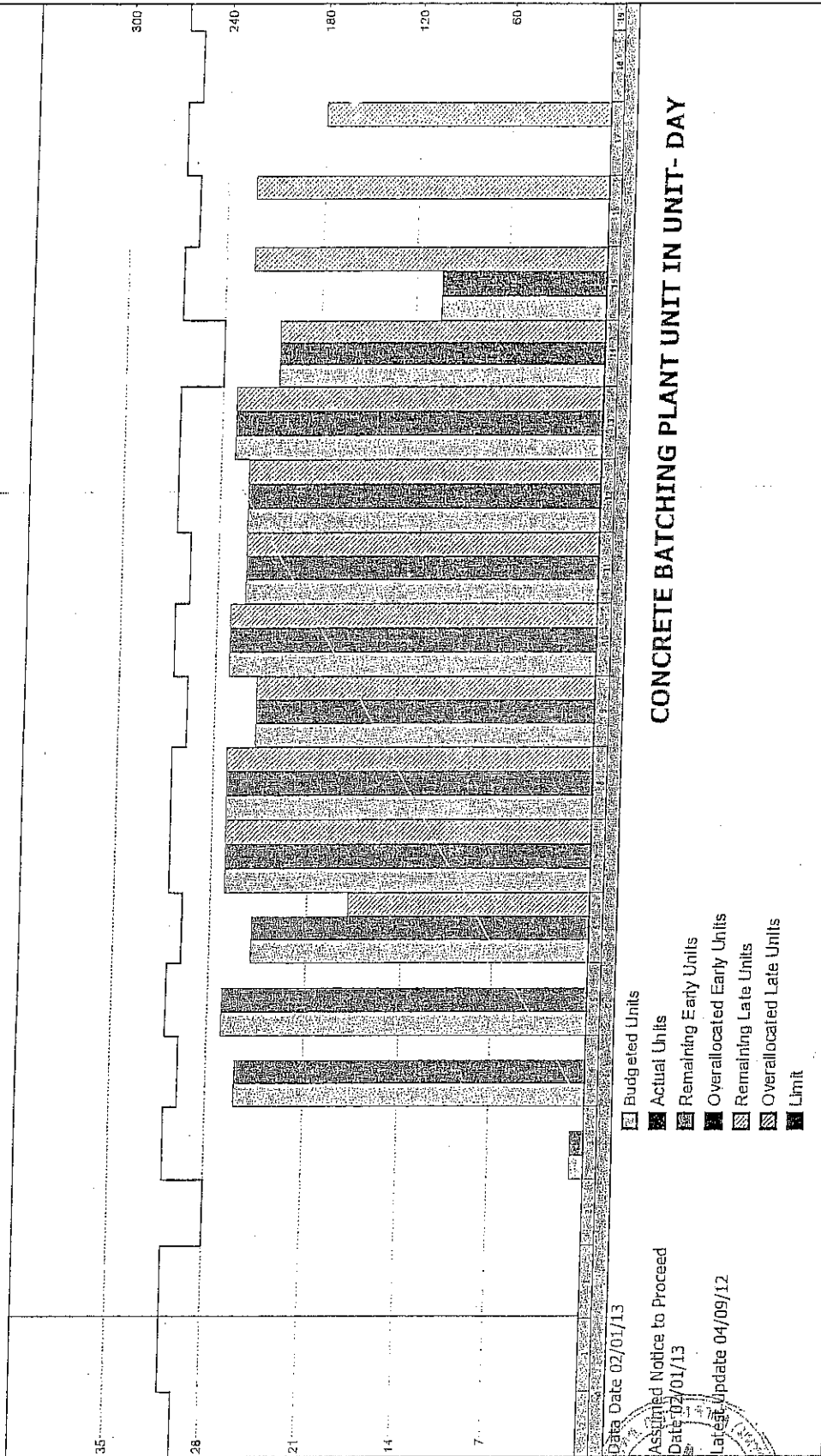
**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



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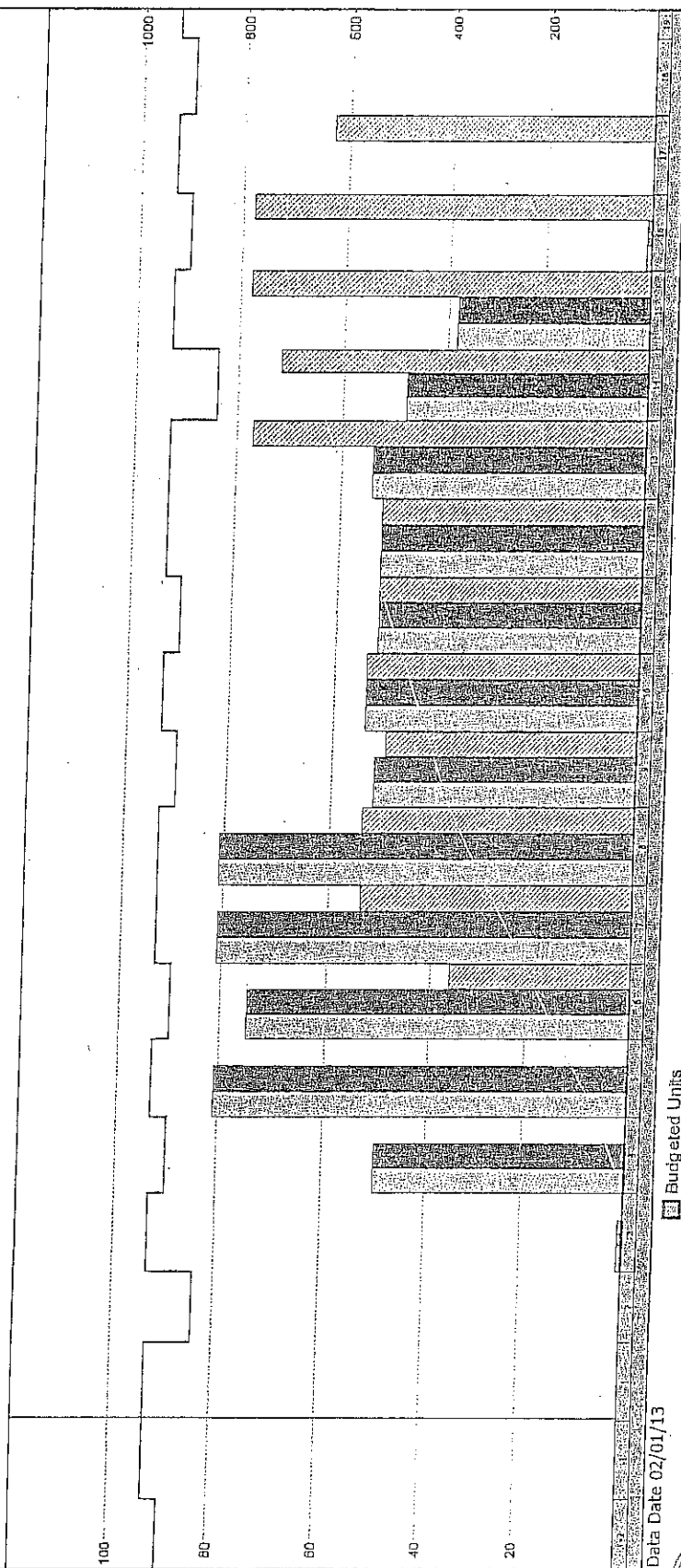
*W*

**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCCHANG PCL**



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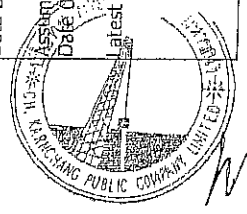
**MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**



**CONCRETE MIXER UNIT IN UNIT- DAY**

- Budgeted Units
- Actual Units
- ▨ Remaining Early Units
- ▩ Overallocated Early Units
- ▧ Remaining Late Units
- ▦ Overallocated Late Units
- Limit

Data Date 02/01/13  
 Assumed Notice to Proceed Date 02/01/13  
 Latest Update 04/09/12

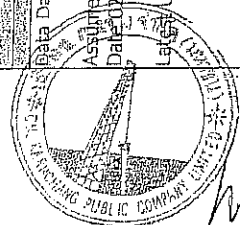
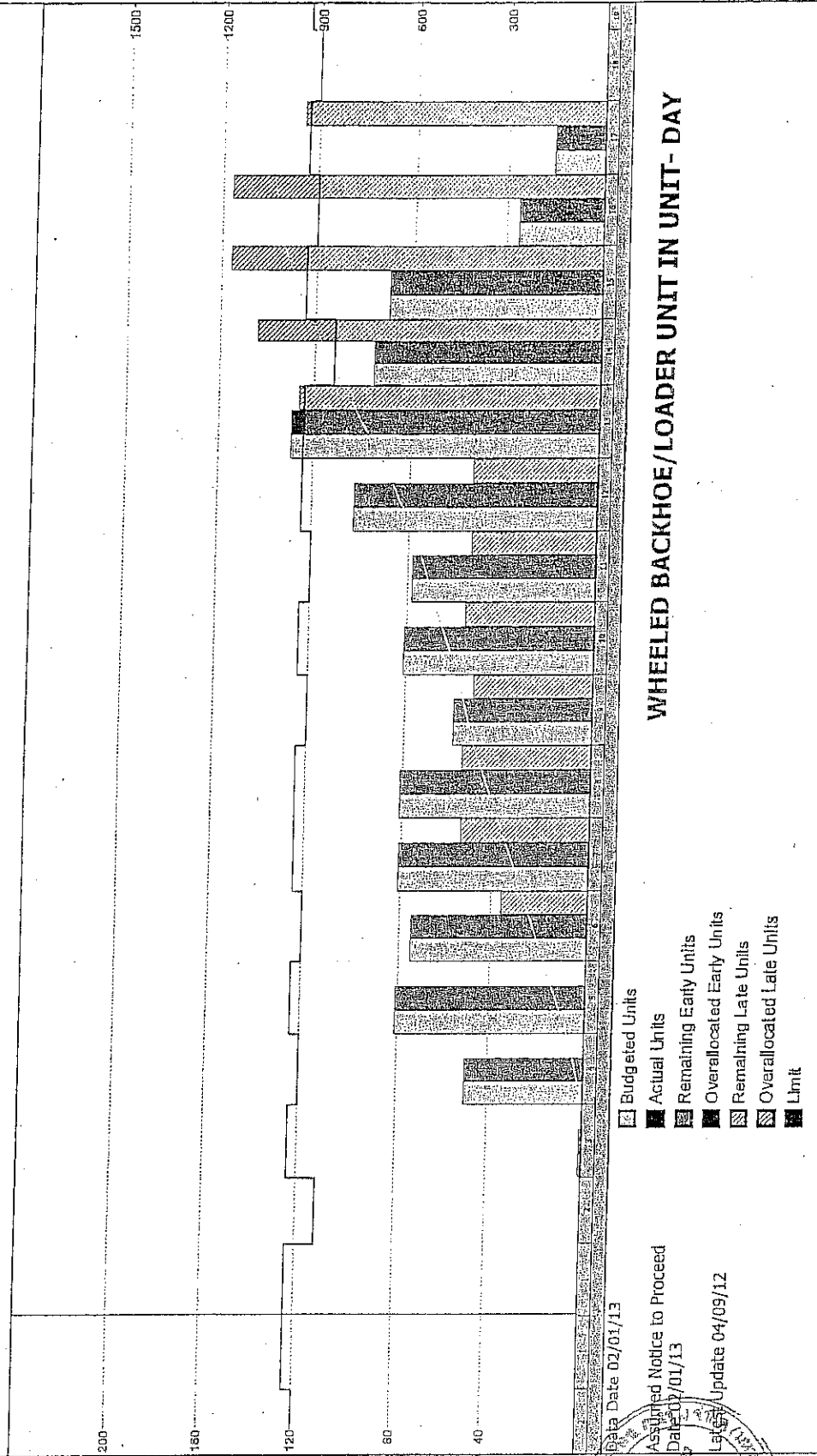


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# MOBILIZATION SCHEDULE OF POODOO - PAKLAY ROAD CONSTRUCTION PROJECT

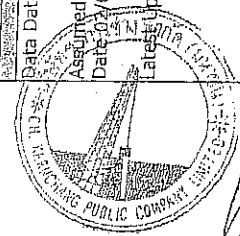
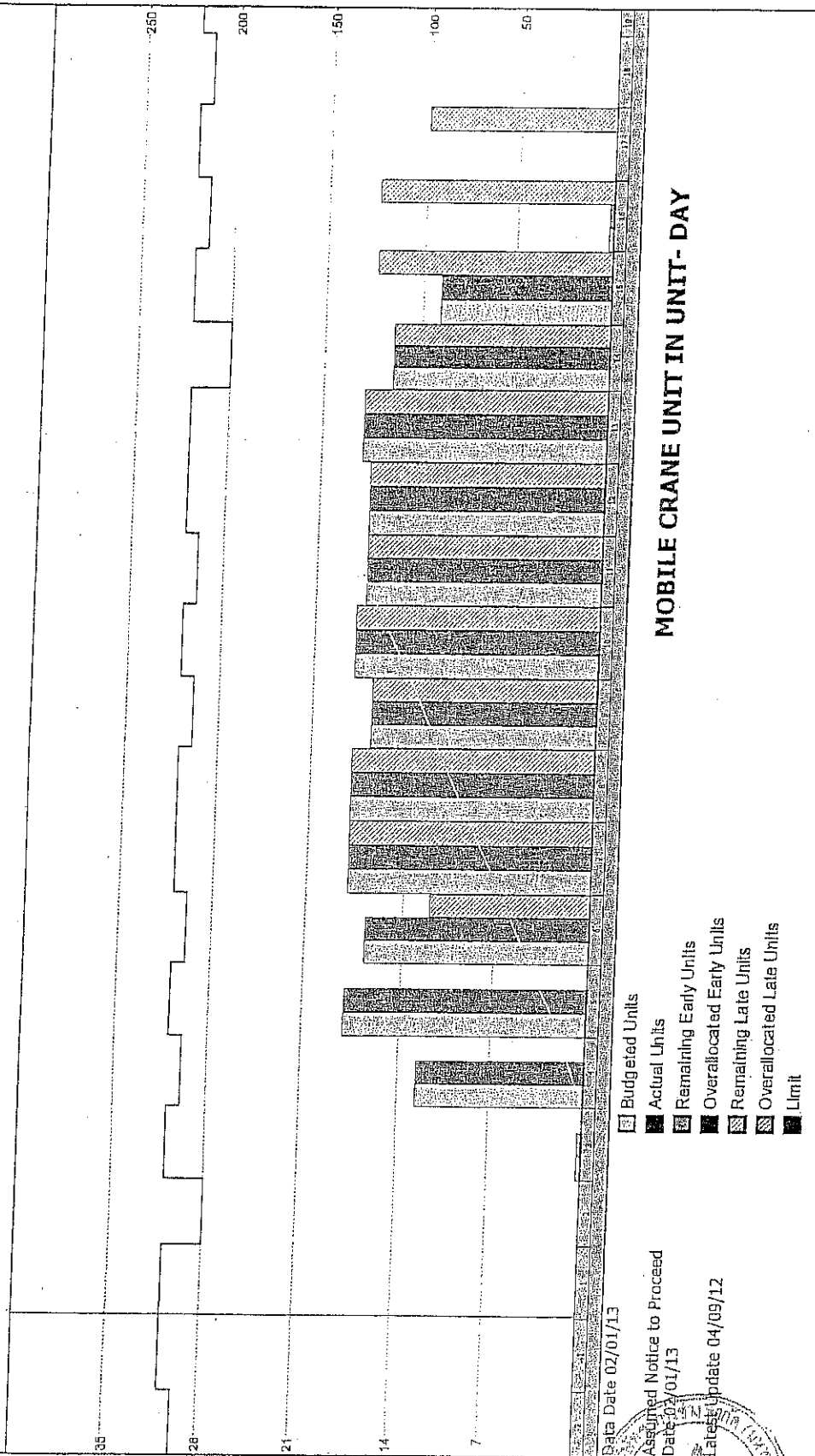
PROPOSED BY CH. KARNCANG PCL



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**MOBILIZATION SCHEDULE OF POOD00 - PAKLAY ROAD CONSTRUCTION PROJECT**  
**PROPOSED BY CH. KARNCHANG PCL**

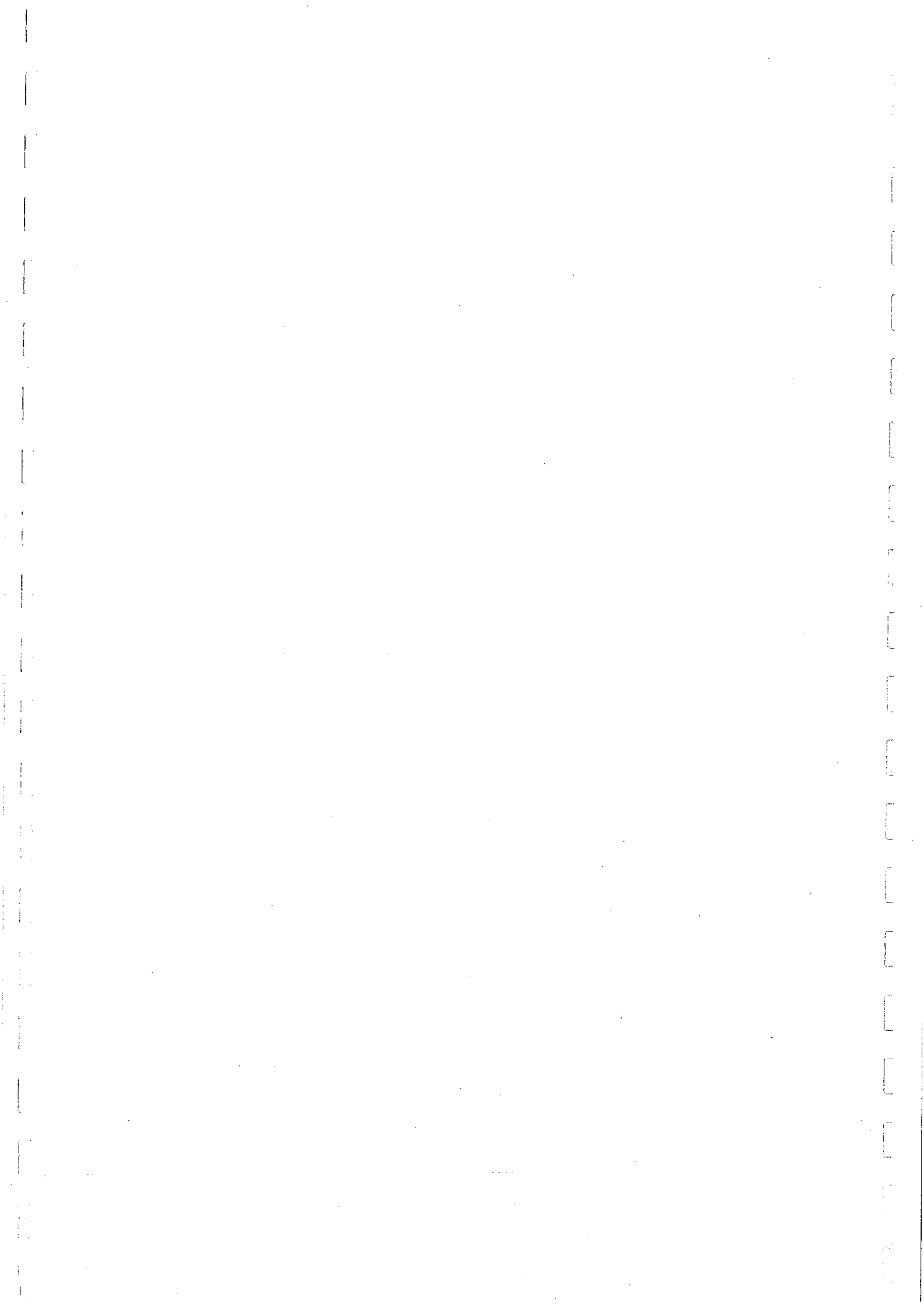


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# ภาคผนวก 4

สัญญาว่าจ้างวิศวกรที่ปรึกษาควบคุมงานก่อสร้าง  
บริษัท ปัญญา คอนซัลแตนท์ จำกัด

# **Contract for Consultant's Services**

## **Time-Based**

for  
Construction Supervision  
of  
**Poodoo-Paklay Road Construction Project**

Between

**Ministry of Public Works and Transport**  
**Vientiane, Lao PDR**

and

**Panya Consultants Co., Ltd.**  
**Bangkok, Thailand**

November 2012





**LAO PEOPLE'S DEMOCRATIC REPUBLIC**  
Peace Independence Democracy Unity Prosperity

**Ministry of Public Works and Transport**  
**Department of Roads**

P.O.Box 2158; Lane Xang Avenue; Vientiane Capital, Lao PDR  
Tel: (856-21) 412 714; Fax: (856-21) 414 132

Ref. No.: *19871* /DOR

Vientiane Capital, Date: *07 December 2012*

**Notification for Commencement of Services**

**Mr. Prasit Ponvilai**

Executive Director, Panya Consultants Co., Ltd  
The Pann Building, 3<sup>rd</sup> Floor, 125 Khlong Lam Chiak Road, Nawamin, Bueng Kum,  
Bangkok 10230, Thailand  
Tel: +66 (0) 2943 9600-10  
Fax: +66 (0) 2943 9611

**Subject: Poodoo-Paklay Road Construction Project-  
Consulting Services for Implementation Supervision Consultants**

Dear Mr. Prasit Ponvilai,

Following the signing of contract for the above mentioned project on 30<sup>th</sup> November 2012, we are pleased to inform you that the commencement of the services is on 10<sup>th</sup> December 2012.

You are requested to mobilize the consultants earliest in order that they could start the work on time.

Yours Sincerely,



*for* Mr. Laokham Sompheth  
Director General, Department of Roads, MPWT



LAO PEOPLE'S DEMOCRATIC REPUBLIC  
Peace Independence Democracy Unity Prosperity  
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**Ministry of Public Works and Transport  
Department of Roads**

P.O.Box 2158; Lane Xang Avenue; Vientiane Capital, Lao PDR  
Tel: (856-21) 412 714; Fax: (856-21) 414 132

Ref. No.: 19623...../DoR

Vientiane Capital, date: 30<sup>th</sup> November, 2012

**Mr. Prasit Ponvillai**

Executive Director, Panya Consultants Co., Ltd  
The Pann Building, 3<sup>rd</sup> Floor, 125 Khlong Lam Chiak Road, Nawamin, Bueng Kum, Bangkok  
10230, Thailand  
Tel: 0066 2943 9600-10  
Fax: 0066 2943 9611

**Re.: Poodoo-Paklay Road Construction Project**

**Subject: Construction Supervision Consulting Services – Notification for Award Contract.**

Dear Mr. Prasit Ponvilai,

This is to notify you that your Bid dated August 28<sup>th</sup>, 2012 for Construction Supervision Consulting Services for Poodoo-Paklay Road Construction Project: Main Road from Ban Poodoo to Junction NR 4, Paklay Building and Facilities for Border Check Point in Lao PDR side for the Accepted Contract Amount of the sum of **THB 32,974,000 (Thirty Two Million Nine Hundred and Seventy Four Thousand Bath only)**, with the Minutes of Negotiation dated September 27<sup>th</sup>, 2011 is hereby accepted by this Ministry.

Yours Sincerely,



Mr. Laokham Sompheth  
Director General, Department of Roads, MPWT





Lao People's Democratic Republic  
Peace Independence Democracy Unity Prosperity

MINISTRY OF PUBLIC WORKS AND TRANSPORT  
POODOO-PAKLAY ROAD CONSTRUCTION PROJECT

MINUTES OF NEGOTIATIONS

Location: Ministry of Public Works and Transport, Department of Roads Meeting Room;  
Date: September 27<sup>th</sup>, 2012  
Time: 9:00 hrs

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**PRESENT:**

**For Department of Roads / MPWT:**

Mr. Pothong Ngonphachanh	Deputy Director General, DoR
Mr. Pheng Douangneun	Director, DPWT of Xayaboury
Mr. Pasomphet Khamtanh	Director of Division, MoF
Mr. Soulivanh Pattivong	Deputy Director of Division, MPI
Mr. Laythong Phommavong	Deputy Director of Division, DoR, MPWT
Mr. Sengmany Sysouvanthong	Project Manager, DoR, MPWT
Mr. Thatsaphone Maniphonh	Civil Engineer, DPC, MPWT

**For the Consultant-Panya Consultants Co., Ltd:**

Mr. Montri Jiamjulalak Representative of the lead firm of Panya

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**1. Opening Remarks**

Mr. Pothong NGONPHACHANH, Deputy General Director of the Department of Roads and Chairman of the Consultant Selection Committee (CSC), welcomed the Consultants and the Government's representatives to the contract negotiations on behalf of the Department of Roads (DOR). He then introduced the team members and proposed an agenda, which was accepted.

**2. Submission of written authorization**

On behalf of the Consultant, Mr. Montri Jiamjulalak, Representative of the lead firm of Panya Consultants Co.,Ltd expressed his thanks for being invited to contract negotiations. He then submitted a Power of Attorney authorizing him to negotiate and sign the minutes of the Contract Negotiations on behalf of the Consultants.

**3. Confirmation of Availability of Consultant Project Staff**

The Consultant reconfirmed the availability of the experts' names in the proposal to the meeting.

#### 4. Scope of Work and Terms of Reference

The terms of reference (TOR) were agreed and accepted.

The Consultants and CSC reviewed Clause 28. (i) From Office accommodation, furnishings, maintenance and facilities change. The consultant has arranged accommodation by their own expenses during the project implementation.

#### 5. Work program and personnel schedule

The work program and personnel schedule confirmed as in the technical proposal was submitted.

It was agreed that the consultant services will start 14 days after commencement date.

The reporting schedule was agreed as follows:

- (i) Inception Report (60 days after Commencement date) to MPWT.
- (ii) Monthly Progress Report to MPWT.
- (iii) Quarterly Progress Report to MPWT, MoF and NEDA. *See Appendix K. (According to Financial Assistance Agreement Article 8.4)*
- (iv) Project Completion Report to MPWT, MoF and NEDA. *See Appendix K. (According to Financial Assistance Agreement Article 8.4)*

#### 6. Personnel

The Consultant confirmed the availability of all experts in the team for their respective assignments in accordance with the staffing schedule.

#### 7. Counterpart support

MPWT confirmed to provide the following on a no-cost basis to the consultant's team:

- (i) Mr. Sengmany Sysouvanthong
- (ii) Mr. Xayadeth Sonephanh

All the counterpart support, facilities and information shown below would be provided by the Government in kind and would be free of charge to the Consultant. All Properties after completion of the project will be returned to MPWT.

The following items will be provided to the consultant through the civil work contracts:

- (i) Office, furnishings, maintenance and facilities;
- (ii) Vehicles, drivers, fuel and vehicle maintenance;
- (iii) Equipment, including photocopier, consumables and unskilled labour needed for surveys and quality control;
- (iv) Computer equipment and supplies.

#### 8. Facilities and Equipment

The Consultant will provide to the MPWT/DoR-Consultant Selection Committee at no cost one Canon i-SENSYS FAX-L170 and one HP ProBook 4545s Notebook PC.



**9. Financial terms**

The CSC and the Consultant reviewed the Consultant's financial proposal, including the adjustments made by the CSC for computation and miscellaneous errors and to ensure consistency with the Consultant's technical proposal. Some minor adjustments were agreed during the negotiations. **Finally, the evaluated price is 32,974,000 Baht (Thirty Two Million Nine Hundred and Seventy Four Thousand Baht Only).** Details of financial terms appear in Appendix D of the contract by CSC.

**10. Consultant's contract**

The draft contract prepared by the DoR was reviewed and agreed upon. A signed copy of the contract is attached to these minutes. The DoR and the Consultant will execute the contract upon receiving approval by Government authorities concerned and NEDA.

**11. Performance evaluation**

The method that the CSC would use for evaluating the performance of the Consultant was explained and the Consultant agreed to undergo this evaluation.

**12. Contract administration**

Detailed procedures for processing payments and contract administration are specified in the contract.

Signed on September 27<sup>th</sup>, 2012

FOR THE DOR



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Mr. Pothong Ngonphachanh  
Deputy Director General,  
Department of Roads, MPWT

FOR THE CONSULTANT






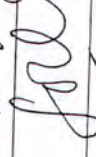




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Mr. Montri Jiamjulalak  
Representative of the lead firm,  
Panya Consultants Co.,Ltd



Ministry of Public Works and Transport (MPWT)  
Department of Roads

Poodoo-Paklay Road Construction Project  
List of Participants Attending the Contract Negotiation for Construction Supervision Consulting Services  
(To Construct road from Main Road Ban Poodoo to Junction NR 4, Paklay Town; Bypass Road in Ban Boum Lao and Ban Pha Keao  
and to Construct the Building and Facilities for Border Check point in Lao PDR side)  
Venue: DoR's Meeting Room; Date: 27<sup>th</sup> September 2012; Time: 9:00 Hrs.

No.	Name	Position/Organisation	Telephone	Signature
1	NGONPHACHANH POTHONG	DDG, DoR, Chairman CSC		
2	Laythong Phommavong	DDD, DoR, MPWT		
3	Thatsaphone-maniphonk	Technical, DPC. MPWT	22203388	
4	Souliwanh Fattvong	Deputy Director of Div, DIC, MPI	222222660	
5	Chitakome CHANTHILATH	Technical staff, EFD of MOF	55816516	
6.	Phung Douangjengun	Director, DPWT Sayaboury	223661188	
7.	Sengmany Sysouvanthong	PM, PMU/DoR/MPWT	22483894	
8.	Monti Sangsalsak	Panya Consultant.	+668 1567 6966	



ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ  
ສັນຕິພາບ ເອກະລາດ ປະຊາທິປະໄຕ ເອກະພາບ ວັດທະນະຖາວອນ

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ກະຊວງໂຍທາທິການ ແລະ ຂົນສົ່ງ

ເລກທີ 18854 /ຍທຂ  
ນະຄອນຫລວງວຽງຈັນ, ວັນທີ 19. ພະຈິກ 2012

**ຂໍ້ຕົກລົງ**

ຂອງລັດຖະມົນຕີວ່າການ

ວ່າດ້ວຍ ການມອບສິດໃຫ້ພະນັກງານ ເຊັນສັນຍາ ກັບ ບໍລິສັດທີ່ປຶກສາ Panya Consultants Co., Ltd ເພື່ອຄຸ້ມຄອງການກໍ່ສ້າງໂຄງການກໍ່ສ້າງທາງ ປາກລາຍ-ພູດູ່, ແຂວງໄຊຍະບູລີ.

- ອີງຕາມ ດຳລັດຂອງນາຍົກລັດຖະມົນຕີ ສະບັບເລກທີ 373/ນຍ, ລົງວັນທີ 22/10/2007 ວ່າດ້ວຍການຈັດຕັ້ງ ແລະ ເຄື່ອນໄຫວຂອງກະຊວງ ໂຍທາທິການ ແລະ ຂົນສົ່ງ.
- ອີງຕາມ ໃບສະເໜີ ຂອງ ກົມຂົວທາງ ສະບັບເລກທີ 18831/ກຂທ, ລົງວັນທີ 16/11/2012.

**ລັດຖະມົນຕີວ່າການ ຕົກລົງ:**

- ມາດຕາ 01: ມອບສິດໃຫ້ ທ່ານ ເລົາຄຳ ສົມເພັດຊ໌, ຫົວໜ້າກົມຂົວທາງ ເຊັນສັນຍາ ກັບ ບໍລິສັດທີ່ປຶກສາ Panya Consultants Co., Ltd (ປະເທດໄທ) ເພື່ອຄຸ້ມຄອງການກໍ່ສ້າງໂຄງການກໍ່ສ້າງທາງ ແຕ່ ປາກ ລາຍ-ພູດູ່, ແຂວງໄຊຍະບູລີ.
- ມາດຕາ 02: ໃຫ້ທຸກພາກສ່ວນທີ່ກ່ຽວຂ້ອງຈົ່ງຮັບຮູ້ ແລະ ອຳນວຍຄວາມສະດວກແກ່ຜູ້ຖືກມອບສິດ ເພື່ອເຮັດໃຫ້ການປະຕິບັດວຽກງານດັ່ງກ່າວ ໃຫ້ສຳເລັດຜົນເປັນຢ່າງດີ.
- ມາດຕາ 03: ຂໍ້ຕົກລົງສະບັບນີ້ ມີຜົນບັງຄັບໃຊ້ ນັບແຕ່ມີລົງລາຍເຊັນເປັນຕົ້ນໄປ.

ບ່ອນສົ່ງ:

- ຫ້ອງການກະຊວງ ເພື່ອຊາບ
- ກົມຈັດຕັ້ງ ແລະ ພະນັກງານ ເພື່ອຊາບ ແລະ ຕິດຕາມ
- ບ່ອນກ່ຽວຂ້ອງ ເພື່ອຊາບ
- ຜູ້ກ່ຽວ ເພື່ອຈັດຕັ້ງປະຕິບັດ



**ນົມມາດ ພິລເສນາ**





บริษัทวิศวกรรมที่ปรึกษา  
Engineering Consultant

บริษัท อินเด็กซ์ อินเตอร์เนชั่นแนล กรุ๊ป จำกัด  
1/814 ซ.60 (กม.26) ถ.พหลโยธิน ต.คูคต อ.ลำลูกกา จ.ปทุมธานี 12130  
โทรศัพท์ 0-2532-3623 (อัตโนมัติ) โทรสาร 0-2532-3566 อีเมล admin@index.co.th  
INDEX INTERNATIONAL GROUP CO., LTD.  
1/814 Soi 60 (km.26) Phaholyothin Rd., Khukot, Lam Lukka, Pathumthani 12130  
Tel. 0-2532-3623 (Auto) Fax. 0-2532-3566 E-mail admin@index.co.th



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## POWER OF ATTORNEY



IX/VNT/ADM/550733

INDEX INTERNATIONAL GROUP CO.,LTD. as a company registered in Thailand hereby grants power of attorney to:

PANYA CONSULTANTS CO., LTD., as a leading firm by Mr. Montri Jiamjulalak

To sign on behalf of INDEX INTERNATIONAL GROUP CO.,LTD. on matters relating to the NEDA-funded **Poodoo-Paklay Road Construction Project**.

Signed at Vientiane on this 19<sup>th</sup> day of November 2012.

Signed  Grantor  
(Mr. Prasit Eamsumangk)



Signed  Grantor  
(Miss Nannapat Kongrod)

Signed  Grantee  
(Mr. Montri Jiamjulalak)

Signed Aornmicha Witness  
(Mrs. Aornnicha Tubtimthong)

Signed Rujira Witness  
(Mrs. Rujira Wattanapisit)



No. NEDA / ๘๖1 /2012

November 15 , 2012

Madam Thipphakone CHANTHAVONGSA  
Director General, Department of External Finance  
Ministry of Finance  
23 Singha Road, Vientiane, Lao PDR

**Subject: Request for the consideration and approval for Bid Evaluation Report on Poodoo-Paklay Road Construction Project**

Dear Madam,

Please refer to the letter No. 1151/MOF.EFD dated October 12, 2012, requesting for the consideration and approval for Bid Evaluation Report on Poodoo-Paklay Road Construction Project.

In this regard, we are pleased to inform you that Neighbouring Countries Economic Development Cooperation Broad has reviewed and considered the bidding procedure for selection of Contractor and Consultant for the captioned project on November 14, 2012 and had no objection as per your request.

Please, Madam, accept the assurance of our highest consideration.

Yours sincerely,

(Acksiri Buranasiri)

President

CC: Department of Roads



ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ

ສັນຕິພາບ ເອກະລາດ ປະຊາທິປະໄຕ ເອກະພາບ ວັດທະນາຖາວອນ

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## ໂຄງການກໍ່ສ້າງທາງ ພູດູ່-ປາກລາຍ

ສັນຍາ

ການໃຫ້ການບໍລິການທີ່ປຶກສາ  
(ແບບກຳນົດເວລາເປັນພື້ນຖານ)

ພະຈິກ 2012

**ສັນຍາ**

**ການຄຸມການກໍ່ສ້າງ**

**ສໍາລັບ**

**ໂຄງການກໍ່ສ້າງທາງ ພຸດ-ປາກລາຍ**

**ລະຫວ່າງ**

**ກະຊວງໂຍທາທິການ ແລະ ຂົນສົ່ງ**

**ແລະ**

**ບໍລິສັດ ທີ່ປຶກສາ ປັນຍາ ຈໍາກັດ**

**ພະຈິກ 2012**



ສັງລວມຫຍໍ້ດ້ານການເງິນ

PANYA-INDEX-LCG-Consortium		
ຮ່ວງເງິນ ທີ່ປະມູນແຂ່ງຂັນເອົາ	THA	
<b>ເງິນເດືອນ</b>		
ພາຍໃນ	6,810,000.00	
ຕ່າງປະເທດ	20,550,000.00	
<b>ລາຍຈ່າຍອື່ນໆ</b>		
ຕ່າງປະເທດ	4,464,000.00	
ພາຍໃນ	1,150,000.00	
<b>ລວມ</b>	<b>32,974,000.00</b>	-
ຮ່ວງເງິນທີ່ບໍ່ໄດ້ປະມູນ	-	
<b>ເງິນແຮ</b>	-	
<b>ລວມ</b>	-	-
<b>ລວມທັງໝົດ</b>	<b>32,974,000.00</b>	-

# 1. ຂໍ້ຕົກລົງສັນຍາ

ແບບກຳນົດເວລາເປັນພື້ນຖານ

ສັນຍາສະບັບນີ້ (ຊຶ່ງຕໍ່ໄປນີ້ເອີ້ນວ່າ "ສັນຍາ") ໄດ້ສ້າງຂຶ້ນໃນວັນທີ 30 ເດືອນ ພະຈິກ 2012 ລະຫວ່າງ, ຝ່າຍໜຶ່ງຄື, ກະຊວງໂຍທາທິການ ແລະ ຂົນສົ່ງ, (ຕໍ່ໄປນີ້ເອີ້ນວ່າ "ເຈົ້າຂອງໂຄງການ") ແລະ ອົງຝ່າຍໜຶ່ງແມ່ນ ຫຸ້ນສ່ວນຮ່ວມກັນຂອງ ສອງບໍລິສັດຄື: ບໍລິສັດ ທີ່ປຶກສາ ປັນຍາ ຈຳກັດ, (ຕໍ່ໄປນີ້ເອີ້ນວ່າ "ທີ່ປຶກສາ")

## ໂດຍເຫດວ່າ:

- (a) ເຈົ້າຂອງໂຄງການສະເໜີໃຫ້ທີ່ປຶກສາສະໜອງການບໍລິການດ້ານໃຫ້ຄຳປຶກສາດັ່ງທີ່ກຳນົດ ຢູ່ໃນສັນຍາສະບັບນີ້ (ຕໍ່ໄປນີ້ເອີ້ນວ່າ "ການໃຫ້ການບໍລິການທີ່ປຶກສາ").
- (b) ທີ່ປຶກສາສະເໜີຕໍ່ເຈົ້າຂອງໂຄງການວ່າ ຕົນມີຄວາມຊຳນານ ດ້ານວິຊາສະເພາະ ແລະ ແຫຼ່ງກຳລັງ ຄົນ ແລະ ເຕັກນິກວິຊາການໄດ້ເຫັນດີຕົກລົງຈະສະໜອງການບໍລິການ ເພື່ອໃຫ້ໄດ້ຕາມກຳນົດ ແລະ ເງື່ອນໄຂທີ່ກຳນົດໄວ້ໃນສັນຍາ.
- (c) ທາງເຈົ້າຂອງໂຄງການ ໄດ້ຮັບການຊ່ວຍເຫຼືອທາງດ້ານການເງິນ ທາງເຈົ້າຂອງໂຄງການ ໄດ້ຮັບ ການຊ່ວຍເຫຼືອທາງດ້ານການເງິນ (ຕໍ່ໄປນີ້ເອີ້ນວ່າ "ກອງທຶນ") ຈາກລັດຖະບານໄທ ທີ່ຈະໄດ້ ນຳໃຊ້ບາງສ່ວນຂອງກອງທຶນນີ້ໃນການໃຊ້ຈ່າຍຄ່າການໃຫ້ການບໍລິການທີ່ປຶກສາທີ່ຖືກຕ້ອງພາຍ ໃຕ້ສັນຍານີ້ ທີ່ເຂົ້າໃຈກັນວ່າ (i) ການເບີກຈ່າຍ ໂດຍລັດຖະບານ ໄທຈະປະຕິບັດ ໃນເມື່ອຝ່າຍເຈົ້າຂອງໂຄງການໄດ້ຂໍຮ້ອງໃຫ້ຈ່າຍ ແລະ ໂດຍໄດ້ຮັບການອະນຸມັດຈາກ ກະຊວງ ການເງິນຂອງຝ່າຍລັດຖະບານໄທໂດຍອີງໃສ່ເງື່ອນໄຂສັນຍາລະຫວ່າງເຈົ້າຂອງໂຄງການ ແລະ ລັດຖະບານໄທ (ຕໍ່ໄປນີ້ເອີ້ນວ່າ "ສັນຍາກຸ້ຢິມ") (ii) ການບີກຈ່າຍຈະຕ້ອງອີງໃສ່ເງື່ອນໄຂສັນ ຍາກຸ້ຢິມ ໃນທຸກກໍລະນີ ແລະ (iii) ບໍ່ມີພາກສ່ວນອື່ນໃດໆ ຈະມີສິດນຳໃຊ້ກອງທຶນນີ້ ຫຼື ມີສິດຮຽກຮ້ອງເອົາທຶນນີ້

ເພາະສະນັ້ນ ທັງສອງຝ່າຍຈຶ່ງຕົກລົງກັນດັ່ງລາຍລະອຽດລຸ່ມນີ້:

1. ເອກະສານຄັດຕິດທີ່ມີລາຍການຕາມລຸ່ມນີ້ ຈະປະກອບເຂົ້າເປັນສັນຍາຄື:

- a. ເງື່ອນໄຂລວມຂອງສັນຍາ (GC)
- b. ເງື່ອນໄຂສະເພາະຂອງສັນຍາ (SC)
- c. ພາກເພີ່ມເຕີມຕ່າງໆ ດັ່ງນີ້:

- ພາກເພີ່ມເຕີມ A. ລາຍລະອຽດຂອງການໃຫ້ການບໍລິການທີ່ປຶກສາ
- ພາກເພີ່ມເຕີມ B. ຄວາມຕ້ອງການດ້ານບົດລາຍງານ
- ພາກເພີ່ມເຕີມ C. ຕາຕະລາງການປະກອບບຸກຄະລາກອນ
- ພາກເພີ່ມເຕີມ D. ຄາດຄະເນລາຄາເປັນເງິນຕ່າງປະເທດ



- ພາກເພີ່ມເຕີມ E. ບໍ່ຕ້ອງການ  
ພາກເພີ່ມເຕີມ F. ຄຳບໍລິການຕ່າງໆ, ສິ່ງອຳນວຍຄວາມສະດວກ ແລະ  
ອຸປະກອນທີ່ຕອບສະໜອງໂດຍເຈົ້າຂອງໂຄງການ  
ພາກເພີ່ມເຕີມ G. ແບບຟອມເງິນຄຳປະກັນລ່ວງໜ້າຂອງການຈ່າຍເງິນລ່ວງໜ້າ

2. ສິດທິ ແລະ ພັນທະຮ່ວມກັນຂອງເຈົ້າຂອງໂຄງການ ແລະ ທີ່ປຶກສາຈະໄດ້ເວົ້າໃນສັນຍາສະບັບນີ້ ໂດຍສະເພາະແມ່ນ:

- (a) ທີ່ປຶກສາຈະປະຕິບັດໃຫ້ການບໍລິການຕາມເງື່ອນໄຂຂອງສັນຍາ  
(b) ເຈົ້າຂອງໂຄງການຈະຊຳລະເງິນໃຫ້ທີ່ປຶກສາຕາມເງື່ອນໄຂຂອງສັນຍາ

ເພື່ອເປັນຫຼັກຖານໃນທີ່ນີ້ ທັງສອງຝ່າຍໄດ້ພ້ອມກັນ ເຊັນສັນຍາສະບັບນີ້ຕາມທີ່ໄດ້ລະບຸ ຊື່, ວັນ, ເດືອນ, ປີ ຕາມຂ້າງເທິງ:

13/4/22 ໃນນາມ ກະຊວງ ໂຍທາທິການ ແລະ ຂົນສົ່ງ  


ທ່ານ ເລີາຄຳ ສິມເພັດຊຸ້, ຫົວໜ້າກົມຂົວ-ທາງ  
ຕົວແທນກະຊວງ

ໃນນາມ ບໍລິສັດ ທີ່ປຶກສາ ປັນຍາ ຈຳກັດ



ທ່ານ ມິນຕາຣີ ຈຽມຈຸລາລັກ  
ຕົວແທນທີ່ປຶກສາ



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**(a) The General Conditions of Contract**

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## I. Form of Contract

### TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the 30 day of the month of *November, 2012*, between, on the one hand, *Ministry of Public Works and Transport* (hereinafter called the "Client") and, on the other hand, *Panya Consultants Co., Ltd* (hereinafter called the "Consultant").

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [*or has applied for*] financial Assistance (hereinafter called the "Funds") from the Royal Thai Government (RTG) towards the cost of the Services and intends to apply a portion of the proceeds of this funds to eligible payments under the Contract, it being understood (i) that payments by the RTG will be made only at the request of the Client and upon approval by the MoF (RTG) in accordance with the terms and conditions of the financing agreement between the Client and the RTG (hereinafter called the Loan Agreement), (ii) that such payments will be subject, in all respects, to the terms and conditions of the Loan Agreement providing for the Funds, and (iii) that no party other than the Client shall derive any rights from the Loan Agreement providing for the Funds or have any claim to the Funds proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below, next to the title of the Appendix*]
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Personnel and Sub-Consultants – Hours of Work for Key Personnel
    - Appendix C1: Titles, Detailed Job Descriptions and Minimum Qualification of Key Foreign Staff-month for each.
    - Appendix C2: Titles, Detailed Job Descriptions and Minimum Qualification of Key Local Staff-month for each.
    - Appendix D: Cost Estimates in Foreign Currency

Appendix E: Cost Estimates in Local Currency  
Appendix F: Duties of the Client

[Not used]

Appendix G: Form of Advance Payments Guarantee

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *Ministry of Public Works and Transport*



\_\_\_\_\_  
Laokham SOMPHETH, Director General  
Authorized Representative

For and on behalf of Panya Consultants Co., Ltd

\_\_\_\_\_  
Mr. Montri Jiamjulalak  
Authorized Representative



## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) "RTG" means the Royal Thai Government, Thailand.
- (c) "NEDA" means Neighbouring Countries Economic Development Cooperation Agency (Public Organization).
- (d) "MPWT" means Ministry of Public Works and Transport.
- (e) "GOL" means Government of Lao PDR.
- (f) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
- (g) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (h) "Day" means calendar day.
- (i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (j) "Foreign Currency" means any currency other than the currency of the Client's country.
- (k) "GC" means these General Conditions of Contract.
  - a. "Government" means the Government of the Client's country.
- (l) "Local Currency" means the currency of the Client's country.
- (m) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (n) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

- (o) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (p) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.
- (q) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (u) "In writing" means communicated in written form with proof of receipt.

**1.2 Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.4 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

**1.6 Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an



authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

- 1.7 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 1.8 Authority of Member in Charge** In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.10 Taxes and Duties** The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SC.
- 1.11 Fraud and Corruption**
- 1.11.1 Definitions** For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:
- (i) "corrupt practice"<sup>1</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice"<sup>2</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

<sup>1</sup> "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>2</sup> A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.



- (iii) “collusive practice”<sup>3</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>4</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a MPWT investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the MPWT’s inspection and audit rights provided for under Clause 3.6.

#### 1.11.2 Measures to be Taken

- (vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the MPWT to remedy the situation;
- (vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

#### 1.11.3 Commissions and Fees

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

<sup>3</sup> “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>4</sup> A “party” refers to a participant in the selection process or contract execution.



## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations**
- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
  - (b) In cases of substantial modifications or variations, the prior written consent of the MPWT is required.
- 2.7 Force Majeure**
- 2.7.1 Definition**
- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking



Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## 2.8 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## 2.9 Termination

### 2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Client, in its sole discretion and for any reason



whatsoever, decides to terminate this Contract.

- 2.9.2 By the Consultant** The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
  - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- 2.9.3 Cessation of Rights and Obligations** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.
- 2.9.4 Cessation of Services** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of



termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

- (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

**2.9.6 Disputes  
about  
Events of  
Termination**

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

**3.1.1 Standard of  
Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

**3.1.2 Law  
Governing  
Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

#### 3.2 Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**3.2.1 Consultant  
Not to  
Benefit from  
Commis-  
sions,  
Discounts, etc.**

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best



efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the MPWT's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- 3.2.2 Consultant and Affiliates Not to Engage in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Liability of the Consultant** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.
- 3.5 Insurance to be Taken out by the Consultant** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.6 Accounting, Inspection and Auditing** The Consultant shall permit the MPWT and/or persons appointed by the MPWT to inspect its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the MPWT if required by the MPWT. The Consultant's attention is



drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the MPWT's inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Consultant Guidelines).

**3.7 Consultant's  
Actions Requiring  
Client's Prior  
Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC.

**3.8 Reporting  
Obligations**

The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.9 Documents  
Prepared by the  
Consultant to be  
the Property of  
the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

**3.10 Equipment,  
Vehicles and  
Materials  
Furnished by the  
Client**

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the



Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

**3.11 Equipment and Materials Provided by the Consultants**

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

**4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS**

**4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

**4.2 Description of Personnel**

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel**

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs,



such Personnel shall be deemed to have been approved by the Client.

**4.4 Working Hours, Overtime, Leave, etc.**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's country as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

**4.5 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or



replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

- 4.6 Resident Project Manager** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

## 5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any

such other assistance as may be specified in the SC.

- 5.2 Access to Land** The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.
- 5.3 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
- 5.4 Services, Facilities and Property of the Client**
- (a) The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.
  - (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.
- 5.5 Payment** In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.
- 5.6 Counterpart Personnel**
- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix F.
  - (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix F, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as



a result thereof pursuant to Clause GC 6.1(c) hereof.

- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## 6. PAYMENTS TO THE CONSULTANT

### 6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 Remuneration and Reimbursable Expenses

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here



above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.

- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).

**6.3 Currency of Payment**

Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in the currency of the Client's country.

**6.4 Mode of Billing and Payment**

Billings and payments in respect of the Services shall be made as follows:

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts



payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor

relieve the Consultant of any obligations hereunder.

## 7. FAIRNESS AND GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 Operation of the Contract** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.



**(b) The Special Conditions of Contract**



### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words “in the Government’s country” are amended to read “in Lao PDR.”
1.4	The language is English.
1.6	<p>The addresses are:</p> <p>Client : Ministry of Public Works and Transport (MPWT) Lane Xang Avenue PO Box 2158 Vientiane, Lao PDR</p> <p>Attention : Mr. Laokham SOMPHETH Director General, DoR</p> <p>Facsimile : 00 856 21 414132</p> <p>Consultant: Panya Consultants Co., Ltd. The Pann Building, 3<sup>rd</sup> Floor, 125 Khlong Lam Chiak Road, Nawamin, Bueng Kum, Bangkok 10230</p> <p>Attention : Mr. Prasit PONVILAI Executive Director</p> <p>Facsimile : 00 66 2 943-9611</p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: Mr. Laokham SOMPHETH Director General, DoR</p> <p>For the Consultant: Mr. Montri Jiamjulalak Representative of the Lead firm Panya Consultants Co., Ltd</p>
1.10	<p>The Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Government’s country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having</p>

	<p>been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p> <p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p>
<p><b>2.3</b></p>	<p>The time period shall be 28 days.</p>
<p><b>2.4</b></p>	<p>The time period shall be 18 months.</p>
<p><b>3.5</b></p>	<p>The risks and the coverage shall be as follows:</p> <p>(a) professional liability insurance, with amount equals to 60 % of the contract amount;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and</p>






	(iii) any documents prepared by the Consultant in the performance of the Services.
3.7 (c)	Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.
3.9	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
4.6	The person designated as Team Leader / Engineer’s Representative in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.
6.1(b)	The ceiling in Thai Baht currency is: 32,974,000 THB (Thirty Two Million Nine Hundred and Seventy Four Thousand Baht Only)
6.2(a)	Not applicable. calendar month after the date of the Contract) by applying the
6.2(b)	The rates for Foreign Personnel are set forth in Appendix D, and the rates for Local Personnel are set forth in Appendix E.  The rates for Foreign Personnel and for the Local Personnel to be paid in Thai Baht currency are set forth in Appendix D, and the rates for Local Personnel to be paid in Thai Baht currency are set forth in Appendix E.
6.2(c)	The Reimbursable expenses to be paid in Thai Baht currency are set forth in Appendix D, and the Reimbursable expenses to be paid in local currency are set forth in Appendix E.
6.3	The foreign currency shall be the following:  Thai Baht
6.4(a)	The following provisions shall apply to the advance payment and the advance payment guarantee:  (1) An advance payment of equivalent to ten (10) per cent of contract sum in Foreign Currency shall be made within sixty (60) days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 12 months of the Services until the advance payment has been fully set off.  (2) The advance payment guarantee shall be in the amount and in the currency of the advance payment.
6.4(c)	The interest rate is: 0.02% per day

6.4(e)	<p>The accounts are:  Account Name: Panya Consultants Co., Ltd.  Account Number: 011-6-03000-3  Name of Bank: Krung Thai Bank Public Company Limited  Swift Code: KRTHTHBK</p>
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>the International Chamber of Commerce, Paris</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</li> </ol> </li> </ol>



	<p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their Members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant or of any of their Members or Parties]; or</li> <li>(b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in the Lao PDR.</li> <li>(b) the English language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li> </ul>

## **IV. Appendices**





## APPENDIX A – DESCRIPTION OF SERVICES

*Note:* This Appendix will include the final Terms of Reference worked out by the Client and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

## APPENDIX B - REPORTING REQUIREMENTS

*Note:* List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

## APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS - HOURS OF WORK FOR KEY PERSONNEL

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Government's country, and staff-months for each.

C-2 Same information as C-1 for Key local Personnel.

## APPENDIX D - COST ESTIMATES IN FOREIGN CURRENCY

*Note:* List hereunder cost estimates in foreign currency:

1.
  - (a) Monthly rates for Foreign Personnel (Key Personnel and other Personnel)
  - (b) Monthly rates for local Personnel (Key Personnel and other Personnel).  
(This should be added if local Personnel is also being paid in foreign currency)
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):
  - (a) Per diem allowances for each of the Foreign or Local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the Client's country.
  - (b) Air transport for Foreign Personnel:
    - (i) the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;
    - (ii) for any foreign Personnel spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the

*Client's country. Such Personnel will be entitled to such extra round trip only if upon their return to the Client's country, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.*

- (c) Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.*
- (d) Miscellaneous travel expenses*

  - (i) for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;*
  - (ii) the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.*
- (e) International communications: the cost of communications (other than those arising in the Client's country) reasonably required by the Consultant for the purposes of the Services.*
- (f) The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
- (g) The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Client (including transportation to the Client's country).*
- (h) The cost of transport of personal effects.*
- (i) The rate for the programming and use of, and communication between, the computers for the purpose of the Services.*
- (j) The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client.*
- (k) The foreign currency cost of any subcontract required for the Services and approved in writing by the Client.*
- (l) The cost of training of the Client's personnel outside the Client's country, if training is a major component of the assignment, specified as such in the TOR.*
- (m) The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Client.*

**APPENDIX E - COST ESTIMATES IN LOCAL CURRENCY**

**(NOT APPLICABLE)**

**APPENDIX F - DUTIES OF THE CLIENT**

*Note: List under:*

*F-1 Services, facilities and property to be made available to the Consultant by the Client.*

**APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE**

*Note: See Clause GC 6.4(a) and Clause SC 6.4(a).*





## **Appendix A – Description of Services**



## APPENDIX A – DESCRIPTION OF SERVICES (PART 1)

### TERMS OF REFERENCE FOR CONSULTING SERVICES FOR CONSTRUCTION/IMPLEMENTATION SUPERVISION

#### POODOO-PAKLAY ROAD CONSTRUCTION PROJECT [TO CONSTRUCT ROAD FROM MAIN ROAD BAN POODOO TO JUNCTION NR 4, PAKLAY TOWN; BYPASS ROAD IN BAN BOUM LAO AND BAN PHA KEAO AND TO CONSTRUCT THE BUILDING AND FACILITIES FOR BORDER CHECK POINT IN LAO PDR SIDE]

#### INTRODUCTION

1. Consultants are to be engaged to assist the Project Executing Agency (the Ministry of Public Work and Transport – MPWT) to implement the Project for which the Terms of Reference are hereby presented.
2. The civil works under the project will consist of one contract package. The contracts, listed below, will be constructed over a 18-month period. In addition, the project includes construction supervision of some 32.205 km.

Contract No.	Contract Name	Length (km)
—	Poodoo-Paklay Road Construction Project	32.205 Km
	(a) To Construct Road from Ban Poodoo, Uttraradit Province, Thailand to Junction NR 4, Paklay Town, Xayaboury Province, Lao PDR [Main Road from Ban Poodoo-Junction NR 4, Paklay Town, Distance 27.992 Km and Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2), Distance 4.213 Km].	
	(b) To Construct the Building and Facilities for Border Check Point in Lao PDR side at STN. 25+500	

3. The consulting services for the Project will include:
  - (i) Main Road from Ban Poodoo, Uttraradit Province, Thailand to Junction NR 4, Paklay Town, Xayaboury Province, Lao PDR, Distance 27.992 Kilometers
  - (ii) Bypass Road (R-1 & R-2): Bypass Road in Ban Boum Lao (R1), Distance 2.359 Kilometers and Bypass Road in Ban Pha Keao, Distance 1.854 Kilometers.
  - (iii) Building and Facilities for Border Check Point in Lao PDR site at STN. 25+500;
4. The consultant is to be Thai firm(s) and shall be a juristic person incorporated or constituted under Thai laws whether or not with limited liability and whether or not for pecuniary profit. The majority of its equity is to be owned by a Thai citizen. The Thai consultant may join with appropriate Lao consultant(s) for provision of the services. The consultants shall have the appropriate capabilities and experience to execute the services, with the Thai firm being solely responsible for the proper performance of the consulting services and being appointed as the Engineer for the main civil works. The civil works will be executed under the “Federation Internationale des Ingenieurs Conseils (FIDIC) Conditions of the Contract for construction for building and engineering works designed by the employer Multilateral Development Bank Harmonised Edition March 2006 .



5. The Consultant will have extensive experience for each part of the services, and will nominate personnel with appropriate in-depth experience. It is anticipated that the Consultant's team will be essentially as set out in Staffing of this Terms of Reference. The final staffing will be adjusted to suit the methods adopted by the contractors and the actual procurement and implementation schedules.

## SCOPE OF WORKS

6. The Consultant will assist the MPWT in administrating the civil works contracts as well as in the planning and implementing EMP for Poodoo-Paklay Road Construction Project

[To Construct Road from Ban Poodoo, Uttraradit Province, Thailand to Junction NR 4, Paklay Town, Xayaboury Province, Lao PDR. (a) Main Road from Ban Poodoo-Junction NR 4, Paklay Town, Distance 27.992 Km and Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2), Distance 4.213 Km and (b) To Construct the Building and Facilities for Border Check Point in Lao PDR side at STN. 25+500] respectively. The Consultant will review and verify all key project documents (detailed engineering and environmental) to be provided by MPWT. Specific tasks are described below:

### Task 1: Supervision of civil work contracts and ensuring minimum negative impacts

7. The civil works contracts will be procured using International Competitive Bidding (ICB) Procedures following *Standard Bidding Document for the Procurement of Works (SBD Works)*. The procurement of the civil works contracts will be the responsibility of MPWT.

8. The civil works contract will be executed in line with the Conditions of Contract for Construction for Building and Engineering Works designed by the Employer, Multilateral Development Bank Harmonized Edition March 2006, prepared by the Fédération Internationale des Ingénieurs-Conseil, or FIDIC (FIDIC MDB version 2006). As defined in these Conditions, (i) the Employer will be the MPWT acting through its Director General, Department of Roads (DoR), (ii) the MPWT will appoint a full time Project Manager who will be responsible for the day-to-day management and administration of the Project, (iii) the Engineer will be the Consultant (appointed by the MPWT, in accordance with the *Guidelines on the Use of Consultants*), (iv) the Consultant will nominate a Senior Engineer to act as the Team Leader/Engineer's Representative. The construction period for the contract is 18 months for the civil works contracts.

9. The Consultant selected for the consulting services will be the Engineer, appointed by the MPWT [the Employer], for the Project's civil works contract. The responsibilities and authorities of the Engineer are confirmed in the relevant contract documents.

10. As the Engineer, the consultant will administer the construction contracts and ensure that the works are constructed in accordance with the provisions of the construction contracts. The consultant will make all engineering decisions required for the successful and timely implementation of the civil works contracts and have all of those powers which are defined as being the Engineer's, with the exception of the following<sup>5</sup> which will be retained and exercised by the Employer, generally on the advice of the Engineer. The Engineer will be required to nominate an Engineers' Representative who will be resident full-time on the Project.

(i)	Order to Commence Work	(Cl. 8.1)
(ii)	Variation involving cost	(Cl. 13)
(iii)	Extension of Time	(Cl. 8.4)
(iv)	Assignment	(Cl. 1.7)
(v)	Subcontracting	(Cl. 4.4)
(vi)	Contractor's Claims	(Cl. 20.1)
(vii)	Suspension of Work	(Cl. 8.8)
(viii)	Default of the Contractor	(Cl. 15.2)

<sup>5</sup> Clause Nos correspond to "FIDIC Conditions of Contract for Construction MDB Harmonized Edition March 2006"



11. In addition, the Consultant, as the Engineer, should obtain the specific approval of the Employer when delegating duties and authorities to the Engineer's Representative under Clause 3.2 or revoking such delegation.

12. The Consultant's responsibilities will include, but not necessarily be limited to, the following:

1) Advise the MPWT on overall management/monitoring of the project and prepare project reports (Inception, Monthly Progress and Project Completion) for the MPWT. (Reports should inter-alia include data for monitoring: (i) project progress; (ii) expenditure and grant disbursements associated with the project; (iii) updates of the quantities and cost estimates for construction and supervision; (iv) forecast of final costs; and (v) achievement of project goals and objectives. Reports are also to identify actions, which can be taken by the MPWT in order to safeguard the achievement of project goals and objectives. A sample format for monthly progress reports is given in *Appendix 1*.

2) Involve and train MPWT/DPWT personnel concerned with the project in all aspects of the works including quality assurance and contract administration.

3) Liaise via the MPWT Project Manager with Provincial Authorities and other organizations including the military (for unexploded ordnance [UXO] clearance) as necessary in order to expedite implementation of the Project works in a manner consistent with sound management of construction, environmental and social/resettlement issues.

4) Production of a Project Completion Report including project implementation records, project performance monitoring and evaluation, and recommendations for maintenance of the project works together with handover of pertinent project records.

5) Undertake the following tasks:

(i) Verify the detailed engineering designs prepared under Financial Assistance Agreement from the Royal Thai Government (RTG), identify and advise the Client of any inconsistencies, etc., complete the detailed environmental management plans and alignment sheets required to implement the Poodoo-Paklay Road Construction Project sections namely:

- To Construct Road from Ban Poodoo, Uttraradit Province, Thailand to Junction NR 4, Paklay Town, Xayaboury Province, Lao PDR [Main Road from Ban Poodoo-Junction NR 4, Paklay Town, Distance 27.992 Km and Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2), Distance 4.213 Km.
- To Construct the Building and Facilities for Border Check Point in Lao PDR side at STN. 25+500

(ii) review and approve the detailed engineering designs prepared by the contractor(s) in line with the ToR for design by Contractor and the alignment developed, identify and advise the Client of any inconsistencies, etc., required to implement the Poodoo-Paklay Road Construction Project sections namely

- To Construct the Building and Facilities for Border Check Point in Lao PDR side at STN. 25+500

(iii) undertake a review of the design and advise the Employer of any inconsistencies and the financial implications etc, and the necessary documentation to be completed regarding environmental aspect and also assist to the extent required by the Employer in the implementing the procurement process for civil works of these road sections;



- (iv) the road safety audit report will contain full details of all additional safety features proposed together with cost estimates and justifications for the inclusion of each feature. A simple ranking of each additional safety feature will be presented based on the potential impact of each feature to road safety. The underline road traffic safety aspect should be incorporated into the road design and implemented during the roads improvement.
- (v) approve and monitor the contractor's construction program and method statements, verifying that they are consistent with the implementation schedule for the Project;
- (vi) check the contractor's setting-out of the works and survey data on vertical and horizontal alignment;
- (vii) assist the contractor with the identification of materials sources and approve all materials for inclusion in the Works;
- (viii) plan and execute the construction supervision and contract administration, including effective and regular supervision of the Works, maintenance of project records, correspondence and diaries, as well as quality control testing to ensure that the Works are executed in accordance with the Contract. Carry-out independent audit testing to the extent required in order to ensure the integrity of the Works and the methods of quality control;
- (ix) inspect regularly the contractor's construction equipment, installations, housing, medical facilities, etc., and ensure that they are adequate and in accordance with the terms and conditions specified in the contract for the Works; ensure that contractor take appropriate measures ensuring safety and passibility of traffic during road construction and dust control for the road sections passing through villages.
- (x) make measurements and maintain a permanent record of all measurements of work for which payment is to be made, and of all quality control test results;
- (xi) certify payments for the Works against the relevant bill of quantities and issue the Engineer's Interim Payment Certificates, the Final Payment Certificate and other certificates, including Taking Over Certificate, as required under the civil works contract;
- (xii) keep the Employer apprised of implementation problems which could jeopardize the Project goals and objectives and make recommendation on how those goals and objectives can be safeguarded;
- (xiii) evaluate claims, disputes, extensions of time, and the like, including issuing variation orders as appropriate and in line with the limits placed on the Engineer's authority, as well as advising the Employer on all matters relating to the execution of the Works;
- (xiv) issue the Engineer's decisions/instructions as appropriate under the civil works contracts;
- (xv) provide timely assistance to the contractor in all matters related to interpretation of the contract documents, ground survey controls, planning, quality control testing and other matters relating to the Project;
- (xvi) provide the Employer with complete records, reports and "as-built" drawings for the Works;



(xvii) inspect the Works at appropriate intervals during the Defects Notification Period and issue the Performance Certificate; and

(xviii) ensure that (a) the contractor carry out the Works in line with the final Environmental Management Plans (EMPs) and the environmental specifications for construction to be finalized under Task 2 and (b) the proposed construction methods are in line with sound environmental standards on the basis of *the MCTPC Environmental Guidelines 1999 ("Red Book")* and the *Final Draft Environmental Safeguard Operation Manual (ESOM) March 2009*, including inspection of contractor's construction equipment and safety of the works, property, site personnel, and the general public. The present draft of the EMPs and the specification are provide in *Appendices 3 and 4*.

#### Task 2: Finalization of the IEE and prepare EMPs

13 The Department of Roads (DoR) has prepared two Initial Environmental Examination (IEE) for Poodoo-Paklay Road Construction Project [To Construct Road from Ban Poodoo, Uttraradit Province, Thailand to Junction NR 4, Paklay Town, Xayaboury Province, Lao PDR. (a) Main Road from Ban Poodoo-Junction NR 4, Paklay Town, Distance 27.992 Km and Bypass Road in Ban Boum Lao and Ban Pha Keao (R-1 & R-2), Distance 4.213 Km and (b) To Construct the Building and Facilities for Border Check Point in Lao PDR side at STN. 25+500] and submitted these to the Water Resources and Environment Administration (MONRE) for approval. The IEE includes (a) an EMP; (b) the Resettlement Policy Framework (RPF), including a Resettlement Action Plan (RAP); and (c) the Ethnic Group Development Framework (EGDF). Two environment and social alignment sheets were prepared for the two roads to forge effective implementation and monitoring of the required mitigation measures. The Consultant will assist to the extent required by DoR in finalizing the EMPs, the alignment sheets to ensure full compliance with the Environmental Compliance Certificates and in accordance with the laws and regulations of Lao PDR. Discussion with MONRE agencies, the Environmental and Social Division (ESD) of the Public Works and Transport Institute (PTI) and Technical and Environmental Division (TED) of the Department of Roads (DoR) will be necessary.

14. To facilitate effective monitoring and reporting on the implementation of the EMPs, the Consultant will also carry out, but not limited to, the following tasks:

- (i) Develop an environmental database for the environment management and verify the alignment sheets.
- (ii) Establish an implementation schedule of the mitigation measures for the entire project based on the IEEs , including the detailed roles of government officers, contractors and others;
- (iii) Establish the environmental monitoring program and reporting plan based on the IEEs and EMPs. The plan should include a list of responsible parties, together with the frequency and methods of monitoring of the items to be monitored.

15. The Consultant will ensure that the final alignment sheets and the environmental specification are included in the bidding and contract documents and also ensure that the contractor is aware and prepared to comply with the safeguard obligations.

#### **STAFFING**

16. It is envisaged that the consultant teams will be made up as set out below taking into account the following (positions, expertise and durations given are indicative and are subject to variation -



consultants may propose alternative arrangements which, in their opinion, will provide services of an equivalent quality):

- (ix) it is considered that the Team Leader/Engineer's Representative will be assisted on each contract by a Resident Engineer. The Team Leader will be responsible for the verification of the detailed engineering, environmental, resettlement and social documentation and the construction supervision of the project road sections, as well as leading and being responsible for the performance of the all consultants under this ToR;
- (x) it is assumed that the civil works contracts will be substantially completed with the Taking Over Certificates issued by 4th quarter of the year 2015;
- (xi) long-term site staff can take leave during their period of service. Leave is not included in the estimated person-month inputs, resulting in a year being equivalent to 11 person-months;
- (xii) the inputs include an allowance for the Consultant during the Defects Notification Period following the issuance of the Taking-Over Certificate to inspect and approve (i) the execution of any outstanding works, (ii) the rectification of any defects or damage;
- (xiii) the staffing inputs for the implementation of the social action plan and EMP are expected to be intermittent;

#### 17. Staffing inputs:

Total staffing input is estimated approximately 268 person-months. The following positions are key staff:

- (i) Team Leader/Engineer's Representative
- (ii) Resident Engineer for Road
- (iii) Resident Engineer for Structure
- (iv) Resident for Architect
- (v) Senior Engineer for Drainage/Structure
- (vi) Senior Engineer for Highway/Survey
- (vii) Senior Engineer for Geotechnical/Soil
- (viii) Environment Specialist
- (ix) Engineer for Measurement
- (x) Laboratory Technicians
- (xi) Survey Technicians
- (xii) Junior Engineers/Inspectors

(i) Team leadership is an additional assessment of the Team Leader - the rating will be based on the expert's experience in leading and managing multi-disciplinary teams involved in project implementation, coordination and construction supervision of similar projects in developing countries - this is in addition to his/her expertise in a specified field as, say, Highway Engineer, etc.

(ii) The Team Leader/Engineer's Representative will be responsible for the the environmental, resettlement and social documentation; road safety documentation ; the construction supervision of all sections, as well as, leading and being responsible for the performance of the consultants on all components of the project. He/she should have minimum 15 years experience, including at least 5 years as team leader or deputy and Resident Engineer on international assignments, international post-graduate academic qualifications in civil engineering, predominant experience in contract management employing FIDIC conditions and road improvement supervision, experience in South East Asia region or developing countries, proven communication skills and ability to work with



Government counterparts and management, proven competency in participatory approach, direct skills and experience in at least one of the technical aspects of the services. Team Leader will be nominated as the Engineer's Representative for the Project Roads.

- (iii) Each Resident Engineer will be a Senior Engineer with at least 12 years of professional engineering experience in the South East Asia region country and at least 8 years experience as a Resident Engineer, holding at least bachelor degree in civil engineering. One RE will be assigned to each Contract package being supervised by the Team Leader/Engineer's Representative as defined in the contract documents.
- (iv) Resident for Architect will be a senior for architect at least 12 years of architect engineering experience, holding at least bachelor degree in architect engineering, including experience on similar assignments.
- (v) Senior Engineer for Highway/Survey should hold a suitable degree in civil engineering and, in addition, an appropriate post-graduate qualification He should have more than 10 years professional experience including experience on similar assignments.
- (vi) Senior Engineer for Structural/Drainage should hold a suitable degree in civil/structural engineering. He should have more than 10 years professional experience including experience on similar assignments.
- (vii) Senior Engineer for Geotechnical/Soil should hold a suitable degree in civil engineering. He should have more than 10 years professional experience of which working as a geotechnical/soil engineer, including experience on similar assignments.
- (viii) Each Junior Engineer/Inspector should hold a suitable degree in civil engineering. He should have more than 8 years professional experience including at least 5 years working as an inspector on similar supervision assignments.
- (ix) Each Laboratory Technician should hold a suitable degree in civil engineering. He should have more than 8 years professional experience including at least 5 years working as a lab technician on road construction projects.
- (x) Each surveyor should hold a suitable degree in civil engineering. He should have more than 8 years professional experience including at least 5 years working as a surveyor on road construction projects.
- (xi) Environmental Specialist should have a degree in civil engineering or an appropriate post-graduate degree/diploma in an environmental related subject. Should have more than 10 years professional experience including extensive experience of environmental impact assessment/monitoring of mitigations measures of road development projects in rural environments.

## IMPLEMENTATION SCHEDULE

- 18. The civil works construction is scheduled to be substantially complete in 18 months
- 19. The Defects Notification Period following the issuance of the Taking-Over Certificate for each of the main civil works contracts is 12 months.
- 20. For the purposes of preparing proposals, consultants are to adopt the following implementation schedule – *this is subject to change as project preparation and procurement proceed:*

Consultant's commencement of services  
Civil works bids submitted

Date: November, 2012

Date: October, 2012



Civil works contracts awarded  
Civil works substantially complete

Date: November, 2012  
Date: June, 2014

21. It is anticipated that the overall period of the services would commence in November, 2012 and would last approximately 20 months.

## REPORTS

22. The Consultant will prepare the following reports and distribute them in the number of copies indicated below, to MPWT and the RTG: The format and content of each report is to be acceptable to the MPWT. For each report submitted an electronic copy will be provided. Electronic copies will be in the format used in their preparation will all links, formulas, and fields active. For all reports an executive summary will be included.

## INCEPTION REPORT

23. The Consultant shall, within two months of Commencement of Services, submit an Inception Report (5 copies to MPWT) setting out the parameters of all the components of the consulting services including the main civil works contract, the program of works, the Consultants site organization chart, the Consultant's manning schedule, and an updated methodology for the services. The Report shall also give the progress of the work to-date and a schedule of certified payments, if any.

## PROGRES REPORT

24. The consultant shall, subsequent to the Inception Report, submit monthly progress reports (5 copies to MPWT) on the 15th of the month following the reporting month, reflecting the progress of the work during the reporting month - the Executive Summary of these reports consisting of (i) one or two pages outlining the position for the complete Project together with (ii) the single page contract report format for the road sections, should be faxed to the MPWT as well as submit quarterly progress reports (2 copies to the MoF and NEDA(RTG)). *See Appendix K. (According to Financial Assistance Agreement Article 8.4)*

25. The progress report shall include:

### General

- a work program for the whole Project showing scheduled against actual progress;
- a review of the planning, progress and coordination of the civil works contracts;
- a summary of the progress made.

### Construction Supervision

- a work program for the road with a bar chart showing scheduled against actual financial/physical progress by major work item, illustrated by bars and percentage of accomplishment (total and by major work item); the work program and the bar chart (showing the critical path) shall be suitably updated in each progress report;
- the report should also include financial data, updated as appropriate, giving time, cost and financial forecast, a schedule of certified payments, update of quantities and cost estimates for construction and supervision;
- in addition; the reports shall summarize the progress of the road, the work performed, variations issued, payments certified including cost price adjustment (CPA), the equipment and manpower (skilled/unskilled by foreign/local categories in person-months)

utilized by the contractor during the reporting month, together with an outline of the work to be performed during the next reporting period. Identifying the causes of possible delays and indicating the remedial measures taken or recommended;

The reports will also show the dates of the consultant's personnel's arrivals and departures.

### **Environmental Management Plan**

status of environmental mitigation and monitoring;

detail any adverse impacts and the remedial measures being taken.

### **Resettlement Action Plan**

report on the status of resettlement;

highlight any problems, compensation measures and mitigation action taken;

### **Road Safety Awareness**

report on the activities covered, progress achieved and working papers issued;

### **Ethnic Group Development Plan**

status of ethnic community participation

report on the development of the awareness and prevention program;

identify lessons learned during the implementation of the program; the take-up or otherwise of prevention measures, success of the training provided;

report on the establishment of the DCCA's in the provinces.

## **PROJECT COMPLETION REPORT**

26. Prepare a project completion report (PCR) (eight copies to MPWT and five copies to RTG) immediately prior to physical completion of construction works on the road sections in a manner satisfactory to MPWT and RTG (basically in line with *Appendix L*), including:

- (i) the major Project events, performance of the contractors, operation of the Project, actual and price inflated (to completion year) Project cost (foreign and local costs separately) by implementation year, and labour employed by skilled/unskilled and foreign/local categories in man-years;
- (ii) the relative successes (problems) and lessons learned in the implementation of each of the components under the Package, this section of the PCR shall also contain an assessment of the impact of road improvement on the economy and social aspects for the project areas, the environmental aspects, the final resettlement monitoring report, the status of the HIV/AIDS/STDs/trafficking awareness and prevention program, road safety awareness and the results of the project performance monitoring and evaluation;
- (iii) "as-built" drawings (to be submitted to the MPWT Project Manager). These "as-built" drawings will be as furnished by the Contractor under Sub-Clause 4.1 of the Contract Conditions of Particular Application (FIDIC Part II).



## FACILITIES AND EQUIPMENT

27. To be provided by the Consultant: Consultant shall provide to the MPWT-Consultant Selection Committee at no cost. one Canon i-SENSYS FAX-L170 and one HP ProBook 4545s Notebook PC or similar that will become the property of the MPWT

28. The following items will be provided to the consultant through the civil work contracts:

- (i) Office, furnishings, maintenance and facilities;
- (ii) Vehicles, drivers, fuel and vehicle maintenance;
- (iii) Equipment, including photocopier, consumables and unskilled labour needed for surveys and quality control;
- (iv) Computer equipment and supplies.

29. It's expected that prior to provision of permanent equipment and facilities as listed above. The contractor shall be responsible for supplying temporary facilities and equipment.

## APPENDIX A – DESCRIPTION OF SERVICES (PART 2)

### FORMAT FOR QUARTERLY PROGRESS REPORTS

#### QUARTERLY PROGRESS REPORT

A quarterly progress report will comprise the following sections: An executive summary, project status, financial status, and a detailed report on the Project's compliance with loan covenants. An outline Table of Contents for the reports is given in Table 1 below.

**Table 1: Quarterly Progress Report for Road Projects**  
(To be prepared by the Consultant)

OUTLINE TABLE OF CONTENTS	Notes on content for each section
Maps showing project area and project components	
1. Introduction Brief description of Project  Contracts in Project	Briefly describe physical location and give the name of the Employer and Engineer of the project. Give the key dates of the bid process.  List name of contract, contractor, contract dates, contract price, length of road, and scope of the work.
Executive Summary Status  Progress Summary Sheet	Provide status as of date of report of each contract (including that of the Consultant) in no more than 1 or 2 brief paragraphs.  Provide one sheet to summarize status of whole project and one sheet for each contract.
Contracts  Progress Status  Financial Status	For each contract in turn provide information for all sub-sections. Details for each contract to be presented as one unit.  Provide details as set out in paragraph 3 of main text. Include details of contractors resources (materials, plant and equipment, personnel) and comment on any inadequacies.  Provide details as set out in paragraph 4 of main text. Include details of all variation orders issued and projections for variation orders under processing. Projections should be based on independent analysis of claims.
Quality Control Safeguards Compliance	Provide statement of quality control activities during month.  Provide report on status of: (i) resettlement and social safeguards activities; (ii) compliance with environmental mitigation measures; and (iii) safety issues, including accidents.
Thai Loan Covenants	Provide details of compliance with the Thai loan covenants as set out Schedule 6 of the Thai Loan Agreement.
Other	Provide details of any Benefit Monitoring activities. Provide details of weather during reporting period, as



	relevant. Provide list of movements of consultant's staff during reporting period.
--	--

2. An **Executive Summary** will summarize, in not more than two pages, the major and critical project events only for the period under review. Attached to this section will be a Progress Summary Sheet (single page report format), sample copy attached, which illustrates project status and major implementation issues – **this single page format will be faxed monthly to MPWT and NEDA(RTG).**

3. **Project Status** will discuss the status of critical project implementation activities against that assumed in the original implementation schedule and will discuss actions required in the next reporting period to address any project status issue. Progress will be presented graphically based on a critical path analysis and will include projections to project completion based on the status at the end of each reporting period. When delays have occurred the report will include descriptions of the reasons for any delay and will quantify the effect of the delay in terms of overall project completion. When specific actions have been identified, the report will identify the person/entity to lead the action and the timetable of delivery. Where necessary the report will discuss the following:

- (i) implementation progress achieved and problems encountered and reasons for deviations from assumed progress;
- (ii) proposed actions or counter measures to resolve any implementation problems or to mitigate the impact of an issue on project progress;
- (iii) major actions and critical activities relating to subproject preparation;
- (iv) status of bidding and award of civil works contracts;
- (v) status of major procurement and disbursement actions; and
- (vi) measures proposed during the next reporting period. The report will also include a summary of the activities planned for the next reporting period to implement these measures.

4. **Financial Status** and utilization of loan funds, counterpart funds for the reporting period and future requirements. This section will also include on a quarterly basis projections for contract awards and disbursements over the next four quarters.

5. Compliance with **Loan Covenants**, particularly those relating to environmental, social, resettlement, and sector and institutional development and reforms itemized in the Thai Loan Agreement.

### Sample Progress Summary Sheet

**PROGRESS REPORT SUMMARY**

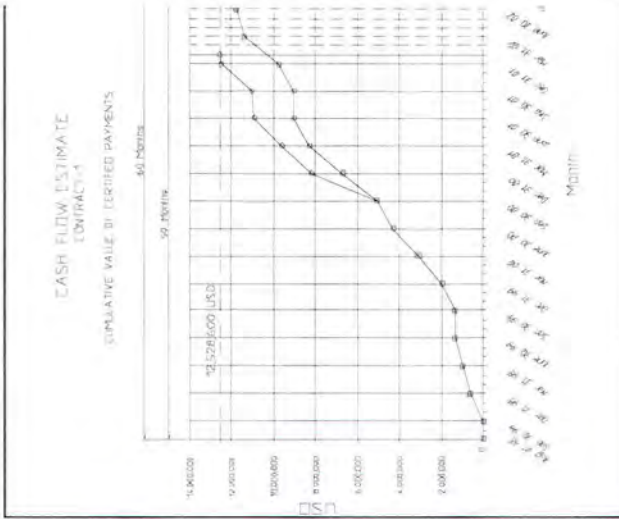
ADB Loan : 1999-LAO(SF)  
 Employer : MPWT  
 Engineer :  
 Contractor :

CONTRACT No.: I PHOUKHOUNE TO BAN MUANG SOUY  
 Road length : 87 km  
 Road width : Carriage way 5.5m, no shoulders  
 Road surface : DBSD Bridges : 2

Civil Works Contract ADB-No. \_\_\_\_\_  
 Provincial Roads Improvement Project

TIME	Date	Contract Month	% Probable Time
<b>CONTRACT TIME</b>			
Commencement Date	Aug. 01-98	0	0
Original Required Completion	Jan. 31-02	42	100
Extensions of Time Granted		2	
Current Required Completion	Jan. 31-02	47	112
Further Extensions Probable			
Probable Required Completion	Jan. 31-02	60	143
<b>TIME NOW</b>			
Progress end	Sep. 30-02	50	119
<b>FORECAST TIMES</b>			
Substantial Completion	Jul. 31-03	60	143
Defects Liability Period			
Expiry of Defects Liability	Jul. 31-04	12	

COST FORECAST	Forecast Total US\$	% Original Budget
<b>Original Contract Sum</b>	12 529	100.00
Contract Sum in Letter of Acceptance	-0.067	0.53
Less Provisional Sums / Dayworks		
Less Other Price / Physical Contingencies		
<b>Variations and Changes</b>		
Variations / Dayworks Ordered to date	0.067	0.53
Allowance for Future VOs / Dayworks		
Effect of Quantity Changes (not in VOs)		
<b>Price Adjustment</b>	0.493	4
<b>Claims and Other Sums</b>		
Taxes to be Paid or Withheld		
<b>Forecast Final Sum</b>	13.022	104



Note:  
 \* Plan: As per Contractor's cash flow estimate, updated on October 1, 2000  
 \* Actual: As per estimate of progress

PROGRESS REPORT	Program %	Progress %	% of Contract
At end of September 2002			
General Prov.	100	92	13.54
Earthworks	100	115	33.57
Pavement	100	69	35.47
Drainage	100	132	10.72
Structures	100	106	3.84
Incidentals	100	62	2.33
Daywork	100	0	0.53
Total Progress Approved Work	100	95	100.00
Progress % does not include Precast items or Materials on Site			

PAYMENTS	Certified to Date US\$ m	Future Certificates US\$ m	Forecast Total US\$ m	Percent of Budget %
Works Valued at	11.902	0.627	12.529	100
Base Prices	0.493	0	0.493	4
Price Adjustment	0.025	-0.025		
Material Credit	-0.626	0.626		
Retention	0	0		
Advance Payment				
Other amounts				
Taxes	11.794	1.228	13.022	
<b>Total</b>	91	9	100	104
% Forecast final sum				

**KEY ACTIONS REQUIRED**

Ref.	Description	Responsibility	Date Required	Status/Remarks
1	Pavement works	ASAP		To be resumed
2	Repairs	ASAP		To be intensified
3	Compliance with Contract Requirements	ASAP		To be followed
4	Quality control	ASAP		To be improved
5	Removal of landslides	ASAP		To be intensified
6	Environmental mitigation	ASAP		To be intensified
7	Ditch lining	ASAP		To be intensified

**MAJOR PROBLEMS / ISSUES**

- Pavement works
- Repairs
- Compliance with Contract Requirements
- Quality control
- Removal of landslides
- Environmental mitigation
- Ditch lining



## PROJECT COMPLETION REPORT

### **Suggested Topics for Project Completion Reports to be Prepared by Borrowers (project, multiproject, sector, program, sector development program, and technical assistance loans)**

#### **I. PROJECT DESCRIPTION**

- A. Objectives
- B. Components (or subprojects for sector and multiprojects)
- C. Implementation methods
- D. Description and justification of changes in components (or subproject appraisal criteria) or implementation methods

#### **II. PROJECT IMPLEMENTATION**

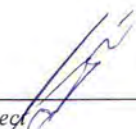
- A. Compare original and actual implementation schedules. Indicate delays, length and causes of delays, and remedial action taken.
- B. Compare cost estimates made during appraisal and actual costs (foreign and local). Local currency costs incurred, appropriate exchange rates for their conversion into Thai Baht, and the foreign exchange costs financed by co financiers must be compiled correctly with reference to audited project accounts. Indicate factors that contributed to any significant overruns or under runs.
- C. State problems or difficulties in recruiting consultants, with reference to MPWT procedures. Assess the consultant's work and the working relationship between the executing agency (EA) and the consultant. Use of a logical framework is strongly recommended.
- D. State problems or difficulties encountered in procuring goods and services (including civil works) with reference to MPWT procedures. Assess the supplier's or contractor's performance under the contract.
- E. Give the extent of compliance of the borrower and EA with loan covenants, with reasons for noncompliance or delays in compliance and the remedial actions taken.
- F. State reasons for any delays in loan utilization. Evaluate the appropriateness of the disbursement methods used. Justify the reallocation of loan proceeds.
- G. State problems or difficulties with subproject appraisal. Evaluate the EA's performance and capacity to appraise subprojects.

### III. INITIAL OPERATIONS

- A. Describe initial operations of the project and transitional problems encountered from project completion to initial operations.
- B. Describe measures taken to ensure continued smooth operation of the project relative to management, staffing, funding, and maintenance of project facilities.
- C. Analyze the prospects of the project benefits being realized.

### IV. EVALUATION OF NEDA PERFORMANCE

- A. Assess MPWT's performance in supervising project implementation. Include comments on the adequacy of the consultants' terms of reference and appropriateness of specifications in tender documents. Evaluate the effectiveness and timeliness of assistance extended by MPWT to solve implementation problems.
- B. Comment on problems encountered with MPWT's procedures. Note the measures taken to resolve these problems and suggest changes in procedures and requirements.





### Environment Impact, Mitigation, and Monitoring Plan

Environmental Control – Mitigation Measures						
Potential Impact	Measures Mitigation	Responsibility	Significance	Effectiveness Indicator	Means of Verification	Phase/Monitoring Agency
D1 Environmental and social disruption from construction camps	<ul style="list-style-type: none"> <li>a. Hire as many local people as possible and train</li> <li>b. Site, construct and manage camps to minimize impacts, e.g. layout, housing provision, sanitary and waste management facilities</li> <li>c. Implement malaria control, HIV/AIDS education</li> <li>d. Avoid siting in NBCAs, provincial or district protected areas, or within 500 m of existing settlements</li> <li>e. Plan and carry out post construction site clean-up</li> </ul>	MPWT Bid Documents (specification), Contractor (construction)	Minor	Minimal disruption from camps; no waste or deteriorating structures left after construction.	Contract Conditions weekly observation, spot checks, feedback from local residents. Garbage in tanks for periodic disposal	Construction: Engineer for MPWT
D2 Hunting of wildlife in project area	<ul style="list-style-type: none"> <li>a. Ban guns and other hunting equipment on site and in construction camps</li> <li>b. Dismiss any worker found with guns, hunting equipment or wildlife</li> </ul>	MPWT Bid Documents (specification), Contractor (construction)	Minor	No guns, equipment or wildlife found on site	Contract Conditions spot checks, feedback from local residents	Construction: Engineer for MPWT
D3 Deforestation in project area	<ul style="list-style-type: none"> <li>a. Ban use of green timber cut from forest or fuel wood for heating or cooking</li> <li>b. Ban use of green timber cut from forest or fuel wood for any means of construction, heating, processing or preparation of any materials on site</li> </ul>	MPWT Bid Documents (specification), Contractor (construction)	Minor	Alternative fuels supplied and used	Contract Conditions spot checks, feedback from local residents	Construction: Engineer for MPWT
D4.1 Erosion and instability of cut faces, quarries and borrow pits	<ul style="list-style-type: none"> <li>a. Design/construct cut slopes to minimize instability</li> <li>b. Minimise major earthworks during the rainy season</li> <li>c. Install appropriate slope protection works and drainage structures. To the extent feasible avoid disposal on slopes greater than 30%.</li> <li>d. Rehabilitate spoil disposal areas by terracing and re-vegetate with indigenous species</li> </ul>	Designer for Contractor (specification), Contractor (construction)	Minor	Minimum erosion and landslip from cut slopes and batters	Design documentation; weekly observation. Spot checks	Construction: Engineer for MPWT Operation: MPWT Environmental Division

Environmental Control – Mitigation Measures						
Potential Impact	Measures Mitigation	Responsibility	Significance	Effectiveness Indicator	Means of Verification	Phase/Monitoring Agency
D4.2 Erosion of lands downstream of the road receiving concentrated outflow carried by drainage structures	<ul style="list-style-type: none"> <li>a. Incorporate adequate numbers of drainage structures</li> <li>b. Site drainage structures so as to avoid cascade effect</li> <li>c. Where appropriate, line the receiving surface with rip-rap and/or concrete</li> <li>d. Incorporate adequate energy dissipation in drainage structures</li> </ul>	Designer for Contractor (specification), Contractor (construction)	Minor	Minimal erosion down-slope from the road	Design documentation; weekly observation, spot checks	Construction: Engineer for MPWT Operation: MPWT Environmental Division
D4.3 Changes to natural hydrology from erosion and landslides	<ul style="list-style-type: none"> <li>a. Incorporate soil and slope stabilization strategies in design documentation as in item D4.1 above.</li> </ul>	Designer for Contractor (specification), Contractor (construction)	Minor	No changes in natural hydrology	Design documentation; weekly observation, Spot checks	Construction: Engineer for MPWT; Operation: MPWT Environmental Division
D4.4 Changes to natural hydrology from bridge works, culverts and road run-off drainage	<ul style="list-style-type: none"> <li>a. Incorporate adequate design of bridges and culverts to ensure that drainage is unimpeded</li> <li>b. Incorporate design features to ensure that run-off is conveyed into natural drainage lines at controlled velocities</li> </ul>	Designer for Contractor (specification), Contractor (construction)	Minor	Negligible negative impact on natural hydrology	Design documentation; weekly observation, Spot checks	Construction: Engineer for MPWT; Operation: MPWT Environmental Division
D5.1 Impacts from extraction of construction materials	<ul style="list-style-type: none"> <li>a. Balance cut and fill quantities as far as possible</li> <li>b. Avoid excavating quarries or borrow pits in NBCAs, provincial or district protected areas, rivers or agricultural land</li> <li>c. Re-contour walls of borrow pits, reduce depth or fill in if required, spread with topsoil and re-vegetate with indigenous species or return to productive use; alternatively pits may be reshaped and left flooded for water storage or fishponds</li> </ul>	Designer for Contractor (specification), Contractor (construction)	Minor	Negligible negative impact on NBCAs, district protected areas, rivers or agricultural land	Design documentation; weekly observation, spot checks	Construction: Engineer for MPWT, Operation: MPWT Environmental Division



Environmental Control – Mitigation Measures						
Potential Impact	Measures Mitigation	Responsibility	Significance	Effectiveness Indicator	Means of Verification	Phase/Monitoring Agency
D5.2 Damage to river/stream beds and banks, and stream ecology, from extraction of construction materials	<ul style="list-style-type: none"> <li>a. Minimise extraction of construction materials from rivers/stream beds and banks</li> <li>b. Rock or gravel won from a river should be removed over some distance so as to limit the depth of material removed to one tenth of the width of the river at any one location, and not disrupt river flow or damage or undermine river banks</li> <li>c. Choose site carefully, plan extraction, reinstate banks and re-vegetate as appropriate</li> </ul>	MPWT Bid Documents (specification), Contractor (construction)	Minor	Negligible negative impact on natural hydrology	Contract Conditions weekly observation, spot checks	Construction: Engineer for MPWT, Operation: MPWT Environmental Division
D5.3 Erosion/impairment of downstream water quality from disposal of cut spoil	<ul style="list-style-type: none"> <li>a. Avoid tipping cut spoil directly into gullies or water courses or over the edge of the road.</li> <li>b. Avoid locating spoil dumps in NBCAs, provincial or district protected areas</li> <li>c. Dispose of spoil on degraded or cleared land, in borrow pits or quarries</li> <li>d. Rehabilitate spoil dumps by terracing and re-vegetate with indigenous species</li> </ul>	MPWT Bid Documents (specification), Contractor (construction)	norMi	Appropriate spoil disposal and stabilize spoil dumps approved by the Engineer	Contract Conditions observation, spot checks	Construction: Engineer for MPWT, Operation: MPWT Environmental Division
D6 Damage to/loss of vegetation and large or culturally important trees through road widening	<ul style="list-style-type: none"> <li>a. Design realignments to avoid damage to/loss of large/culturally important trees</li> <li>b. Restrict clearing and grubbing to minimum practical extent</li> <li>c. Closely monitor any tree cutting required for road widening/realignment</li> <li>d. Cut slopes to be designed as far as possible so as not to undercut banks supporting forest vegetation</li> </ul>	Designer for Contractor (specification) Contractor (construction)	Minor	No unnecessary damage to/loss of vegetation or trees	Design documentation; weekly observation, spot checks, feedback from local residents	Construction: Engineer for MPWT, Operation: MPWT Environmental Division
D7.1 Destruction of agricultural land on or adjacent to road right-of-way	<ul style="list-style-type: none"> <li>a. Minimise destruction of agricultural land, particularly paddy land</li> <li>b. Avoid siting borrow pits or disposal of cut spoil on agricultural land; if essential, rehabilitate and return to productive use as in item D5.1</li> </ul>	Contractor (construction)	Minor	Minimal loss of agricultural land	Design documentation; weekly observation, spot checks, feedback from local farmers	Construction: Engineer for MPWT, Operation: MPWT Environmental Division

Environmental Control – Mitigation Measures						
Potential Impact	Measures Mitigation	Responsibility	Significance	Effectiveness Indicator	Means of Verification	Phase/Monitoring Agency
D7.2 Damage to irrigation structures from road works	<ul style="list-style-type: none"> <li>a. Incorporate adequate design of culverts and berms to ensure continued effective operation of irrigation</li> <li>b. Rehabilitate any affected irrigation structure</li> </ul>	<ul style="list-style-type: none"> <li>Designer for Contractor (specification)</li> <li>Contractor (construction)</li> </ul>	Minor	Continued effectiveness of irrigation structures	Design documentation; weekly observation, spot checks, feedback from local farmers	Construction: Engineer for MPWT, Operation: MPWT Environmental Division
D7.3 Damage to Nam Saat water supplies from road works	<ul style="list-style-type: none"> <li>a. As far as possible avoid damage to water systems and replace/repair where not possible</li> </ul>	<ul style="list-style-type: none"> <li>Designer for Contractor (specification)</li> <li>Contractor (construction)</li> </ul>	Minor	Continued effectiveness of water supply	Design documentation; weekly observation, spot checks, feedback from local villagers	Construction: Engineer for MPWT/ NamSaat
D8 Ground and water contamination by oil, grease, fuel, bitumen, etc.	<ul style="list-style-type: none"> <li>b. Collect, store and dispose of materials in accordance with local laws/standard acceptable practice</li> <li>c. Oil, grease, fuel, etc. should be stored on a sealed, bunded surface with an oil/grease trap at the outlet, at least 50m away from rivers and streams</li> <li>d. Avoid accidental spills and have agreed fire and spill containment/clear up emergency procedures in place</li> </ul>	<ul style="list-style-type: none"> <li>MPWT Bid Documents (specification), Contractor (construction)</li> </ul>	Minor	No oil dumps on land or fuel slicks on water, lubricants recycled	MPWT Bid Documents; weekly observation, spot checks, feedback from local residents	Construction Engineer for MPWT
D9 Construction/ traffic related dust and noise impacts in village areas	<ul style="list-style-type: none"> <li>a. Limit construction works to between 6 a.m. and 10 p.m. in or near villages</li> <li>b. Avoid use of vehicles with excessive exhaust or noise emissions; install and maintain equipment silencers</li> <li>c. Regularly water down road surfaces in village areas during dry season, limit speed of vehicles, regularly maintain construction vehicles, cover haulage trucks with tarpaulins to prevent spillage</li> <li>d. Pave roads through villages as soon as possible</li> </ul>	<ul style="list-style-type: none"> <li>MPWT Bid Documents (specification), Contractor (construction)</li> </ul>	Minor	Dust and noise nuisance minimised	MPWT Bid Documents; weekly observation, spot checks, feedback from local residents	Construction Engineer for MPWT
D10 Creation of stagnant pools suitable for mosquito breeding	<ul style="list-style-type: none"> <li>a. Ensure adequate drainage and fill methodology for work areas at all times</li> </ul>	<ul style="list-style-type: none"> <li>Designer for Contractor (specification), Contractor (construction)</li> </ul>	Minor	Few or no stagnant pools suitable for mosquito breeding	Design documentation; weekly observation, spot checks, feedback from local residents	Construction Engineer for MPWT



Environmental Control – Mitigation Measures						
Potential Impact	Measures Mitigation	Responsibility	Significance	Effectiveness Indicator	Means of Verification	Phase/Monitoring Agency
D11 Damage to known/previously unidentified cultural heritage, archaeological or historical sites	a. If any objects of possible interest discovered during works, stop work and report finds to engineer/Ministry of Culture and Information b. For culturally important trees, see item D6	MPWT Bid Documents (specification) Contractor (construction)	Unknown	No damage to identifiable cultural heritage sites or objects	Weekly observations, spot checks	Construction Engineer for MPWT
D12 UXO danger	a. Provide for surveying and clearing or suspected UXO along roads	Designer for Contractor (specification) Contractor (construction)	No considered impact	No accidents relating to UXO	Accident reports	Construction Engineer for MPWT
<b>Operation Phase</b>						
O1 Accidental risk of toxic material spills from increased vehicular traffic and commerce	a. Incorporate plans for safe storage of all toxic and potentially toxic material into traffic planning. b. Regulate transport of toxic materials. c. Set and enforce speed limits, especially near schools and populated areas.	DPWT	Unknown	No accidents or contamination relating to toxic spills	Accident reports	MPWT
O2 Accidental Risk of Injury or Loss of Life to People and Livestock from Increased Traffic Volume and Speed	a. Install appropriate signs warning drivers to slow down in settled and livestock areas.	DPWT	Unknown	No accidents to humans or livestock	Accident reports	MPWT
O3 Increased pressure on illegal wildlife trade to the Nam Pouy NBCA	a. Strengthen enforcement of wildlife regulations prohibiting illegal wildlife trade, especially trade in endangered species.	NBCA Management Unit	Unknown	No wildlife for sale in local markets	Periodic observations, spot checks	PAFO/PSTE/A

HIV/AIDS = Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome

DPWT = (Provincial) Department of Public Work and Transport,

MAF = Ministry of Agriculture and Forestry,

PAFO = Provincial Office of Agriculture and Forestry

MCT = Ministry of Commerce and Tourism,

MPWT = Ministry of Public Work and Transport,

MIC = Ministry of Information and Culture,

MIH = Ministry of Industry and Handicrafts,

NBCA = National Biodiversity Conservation Area,

STEA = Science, Technology, and Environment Agency.

PSTE/A = Provincial Office of Science, Technology, and Environment Agency.

UXO = unexploded ordnance

## **Appendix B – Reporting Requirements**





## APPENDIX B - REPORTING REQUIREMENTS

As defined in the TOR, the Consultant will prepare the following reports and distribute them in the number of copies indicated below, to MPWT and the NEDA: The format and content of each report is to be acceptable to the MPWT. For each report submitted an electronic copy will be provided. Electronic copies will be in the format used in their preparation will all links, formulas, and fields active. For all reports an executive summary will be included.

### 1. INCEPTION REPORT

The Consultant shall, within two months of Commencement of Services, submit an Inception Report (5 copies to MPWT) setting out the parameters of all the components of the consulting services including the main civil works contract, the program of works, the Consultants site organization chart, the Consultant's manning schedule, and an updated methodology for the services. The Report shall also give the progress of the work to-date and a schedule of certified payments, if any.

### 2. PROGRESS REPORT

The consultant shall, subsequent to the Inception Report, submit monthly progress reports (5 copies to MPWT) on the 15th of the month following the reporting month, reflecting the progress of the work during the reporting month - the Executive Summary of these reports consisting of (i) one or two pages outlining the position for the complete Project together with (ii) the single page contract report format for the road sections, should be faxed to the MPWT as well as submit quarterly progress reports (2 copies to the MoF and NEDA(RTG)). See Appendix K. (According to Financial Assistance Agreement Article 8.4)

The progress report shall include:

#### 2.1. General

- A work program for the whole Project showing scheduled against actual progress;
- A review of the planning, progress and coordination of the civil works contracts;
- A summary of the progress made.

#### 2.2 Construction Supervision

- A work program for the road with a bar chart showing scheduled against actual financial/physical progress by major work item, illustrated by bars and percentage of accomplishment (total and by major work item); the work program and the bar chart (showing the critical path) shall be suitably updated in each progress report;

The report should also include financial data, updated as appropriate, giving time, cost and financial forecast, a schedule of certified payments, update of quantities and cost estimates for construction and supervision;

In addition; the reports shall summarize the progress of the road, the work performed, variations issued, payments certified including cost price adjustment (CPA), the equipment and manpower (skilled/unskilled by foreign/local categories in person-

equipment and manpower (skilled/unskilled by foreign/local categories in person-months) utilized by the contractor during the reporting month, together with an outline of the work to be performed during the next reporting period. Identifying the causes of possible delays and indicating the remedial measures taken or recommended;  
The reports will also show the dates of the consultant's personnel's arrivals and departures.

### 2.3 Environmental Management Plan

Status of environmental mitigation and monitoring;

Detail any adverse impacts and the remedial measures being taken.

### 2.4 Resettlement Action Plan

Report on the status of resettlement;

Highlight any problems, compensation measures and mitigation action taken;

### 2.5 Road Safety Awareness

- report on the activities covered, progress achieved and working papers issued;

### 2.6. Ethnic Group Development Plan

Status of ethnic community participation

Report on the development of the awareness and prevention program;

Identify lessons learned during the implementation of the program; the take-up or otherwise of prevention measures, success of the training provided;

Report on the establishment of the Districts Community Control of AIDS's (DCCA)'s in the provinces.

## 3. QUARTERLY PROGRESS REPORT

This report will be processed at the beginning of the fourth month conducted from time to time (every three months) until the end of the thirtieth month within thirty-second month, the last month of the construction contract.

A quarterly progress report will comprise the following sections: An executive summary, project status, financial status, and a detailed report on the Project's compliance with loan covenants. An outline Table of Contents for the reports is given in the table below.

Outline Table of Content	Notes on content for each section
Maps showing project area and project components	
1. Introduction Brief description of Project	Briefly describe physical location and give the name



Outline Table of Content	Notes on content for each section
Contracts in Project	<p>key dates of the bid process.</p> <p>List name of contract, contractor, contract dates, contract price, length of road, and scope of the work.</p>
<p>2. Executive Summary Status</p> <p>Progress Summary Sheet</p>	<p>Provide status as of date of report of each contract (including that of the Consultant) in no more than 1 or 2 brief paragraphs.</p> <p>Provide one sheet to summarize status of whole project and one sheet for each contract.</p>
3. Contracts	For each contract in turn provide information for all sub-sections. Details for each contract to be presented as one unit.
<p>Progress Status</p> <p>Financial Status</p> <p>Quality Control</p> <p>Safeguards Compliance</p>	<p>Provide details as set out in paragraph 3 of main text. Include details of contractors resources (materials, plant and equipment, personnel) and comment on any inadequacies.</p> <p>Provide details as set out in paragraph 4 of main text. Include details of all variation orders issued and projections for variation orders under processing. Projections should be based on independent analysis of claims.</p> <p>Provide statement of quality control activities during month.</p> <p>Provide report on status of: (i) resettlement and social safeguards activities; (ii) compliance with environmental mitigation measures; and (iii) safety issues, including accidents.</p>
4. Thai Loan Covenants	Provide details of compliance with the Thai loan covenants as set out Schedule 6 of the Thai Loan Agreement.
5. Other	Provide details of any Benefit Monitoring activities. Provide details of weather during reporting period, as relevant. Provide list of movements of consultant's staff during reporting period.

An **Executive Summary** will summarize, in not more than two pages, the major and critical project events only for the period under review. Attached to this section will be a Progress Summary Sheet (single page report format), sample copy attached, which illustrates project status and major implementation issues – **this single page format will be faxed monthly to MPWT and NEDA.**

**Project Status** will discuss the status of critical project implementation activities against that assumed in the original implementation schedule and will discuss actions required in the next reporting period to address any project status issue. Progress will be presented graphically based on a critical path analysis and will include projections to project completion based on the status at the end of each reporting period. When delays have occurred the report will include descriptions of the reasons for any delay and will quantify the effect of the delay in terms of overall project completion. When specific actions have been identified, the report will identify the person/entity to lead the action and the timetable of delivery. Where necessary the report will discuss, the following:

- (i) Implementation progress achieved and problems encountered and reasons for deviations from assumed progress;
- (ii) Proposed actions or counter measures to resolve any implementation problems or to mitigate the impact of an issue on project progress;
- (iii) Major actions and critical activities relating to subproject preparation;
- (iv) Status of bidding and award of civil works contracts;
- (v) Status of major procurement and disbursement actions; and
- (vi) Measures proposed during the next reporting period. The report will also include a summary of the activities planned for the next reporting period to implement these measures.

**Financial Status** and utilization of loan funds, counterpart funds for the reporting period and future requirements. This section will also include on a quarterly basis projections for contract awards and disbursements over the next four quarters.

Compliance with **Loan Covenants**, particularly those relating to environmental, social, resettlement, and sector and institutional development and reforms itemized in the Thai Loan Agreement.

#### 4. PROJECT COMPLETION REPORT

Project completion report will be processed within the thirty-fourth month, the last month of the construction supervision service.

Prepare a project completion report (PCR) (eight copies to MPWT and five copies to NEDA) immediately prior to physical completion of construction works on the road sections in a manner satisfactory to MPWT and NEDA, including:

- (iv) The major Project events, performance of the contractors, operation of the Project, actual and price inflated (to completion year) Project cost (foreign and local costs



separately) by implementation year, and labour employed by skilled/unskilled and foreign/local categories in man-years;

(v) The relative successes (problems) and lessons learned in the implementation of each of the components under the Package, this section of the PCR shall also contain an assessment of the impact of road improvement on the economy and social aspects for the project areas, the environmental aspects, the final resettlement monitoring report, the status of the HIV/AIDS/STDs/trafficking awareness and prevention program, road safety awareness and the results of the project performance monitoring and evaluation;

(vi) “As-built” drawings (to be submitted to the MPWT Project Manager). These “as-built” drawings will be as furnished by the Contractor under Sub-Clause 4.1 of the Contract Conditions of Particular Application (FIDIC Part II).

Project completion report will be consisted of:

#### 4.1. Project Description

- Objectives
- Components (or subprojects for sector and multiprojects)
- Implementation methods
- Description and justification of changes in components (or subproject appraisal criteria) or implementation methods

#### 4.2. Project Implementation

- Compare original and actual implementation schedules. Indicate delays, length and causes of delays, and remedial action taken.
- Compare cost estimates made during appraisal and actual costs (foreign and local). Local currency costs incurred, appropriate exchange rates for their conversion into Thai Baht, and the foreign exchange costs financed by co financiers must be compiled correctly with reference to audited project accounts. Indicate factors that contributed to any significant overruns or under runs.
- State problems or difficulties in recruiting consultants, with reference to MPWT procedures. Assess the consultant's work and the working relationship between the executing agency (EA) and the consultant. Use of a logical framework is strongly recommended.
- State problems or difficulties encountered in procuring goods and services (including civil works) with reference to MPWT procedures. Assess the supplier's or contractor's performance under the contract.
- Give the extent of compliance of the borrower and EA with loan covenants, with reasons for noncompliance or delays in compliance and the remedial actions taken.
- State reasons for any delays in loan utilization. Evaluate the appropriateness of the disbursement methods used. Justify the reallocation of loan proceeds.
- State problems or difficulties with subproject appraisal. Evaluate the EA's performance and capacity to appraise subprojects.

#### 4.3. Initial Operations



**Appendix C – Key Personnel and Sub-Consultants –  
Hours of Work for Key Personnel**



**Appendix C1 – Titles, Detailed Job Descriptions and  
Minimum Qualifications of Key Foreign  
Personnel to be Assigned to Work in the  
Government Country, and Staff-months for  
each Personnel**



**APPENDIX C1 – TITLES, DETAILED JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS OF KEY FOREIGN PERSONNEL TO BE ASSIGNED TO WORK IN THE GOVERNMENT COUNTRY, AND STAFF-MONTHS FOR EACH PERSONNEL**

No.	Name of Staff	Firm	MM	Area of Expertise	Position Assigned	Task Assigned
1.	Mr. Pakorn KERDPHAOPONG	Panya	17	Project management and Civil engineering works	Team Leader and Engineer's Representative	<ul style="list-style-type: none"> <li>- To be the representative of the Consultant in Lao PDR</li> <li>- Advise the MPWT on overall management/monitoring of the project</li> <li>- Setting up conference or meeting among the Employer and the contractor</li> <li>- Setting up the periodic construction meeting among all parties to resolve any problems</li> <li>- Management, planning, organization, supervision and coordination of all activities of the Consultant's team</li> <li>- To review and approve the detailed engineering designs prepared by the contractor(s) in line with the TOR</li> <li>- Approve and monitor the contractor's construction program and method statements</li> <li>- Plan and execute the construction supervision and contract administration,</li> <li>- Supervise overall construction work and activities of quality control</li> <li>- Certify payments for the Works against the relevant bill of quantities and issue all the Engineer's Certificates</li> <li>- Supervise consultant's activities of construction supervision</li> <li>- Notify the Employer on any change in the contract document</li> <li>- Supervise for preparing a Cash-flow Report</li> <li>- Supervise about the contractual validity of claim by the Contractor and controlling the claim and other matters for Road Works</li> <li>- Supervise for preparing a report listing any obstruction to the Contractor's performance of the works</li> <li>- Review the specification conduct and document a partial acceptance inspection for partial acceptance of such completed portion</li> <li>- Involve and train MPWT/DPWT personnel concerned with the project in quality assurance and contract administration.</li> <li>- Responsible for review and preparing all reports (Inception, Monthly Progress and Project Completion)</li> </ul>
2.	Mr. Thawon JIDJONG	Index	17	Project Planning Construction Supervision Material control	Resident Engineer for Road.	<ul style="list-style-type: none"> <li>- To be representative of the Consultant in Lao PDR when Team Leader absent.</li> <li>- Acting as the safety Engineer in this project</li> <li>- Supervise, manage, coordinate and monitor all activities for Road Works</li> <li>- To keep full daily records for his works</li> <li>- Monitor the Contractors' activities to comply with the contracts</li> </ul>



No.	Name of Staff	Firm	MM	Area of Expertise	Position Assigned	Task Assigned
3.	Mr. Samhatai BOONTHAM	Panya	17	Project Planning Construction Supervision Structural design. Material control.	Resident Engineer for Structure	<ul style="list-style-type: none"> <li>- Assist Engineer for Measurement to collect data for cost control database for Road Works</li> <li>- Provide technical advises to the Contractors on the road works</li> <li>- Investigate and identify any obstruction within the construction site for Road Works</li> <li>- Assist to document and maintain all As-built information for Road Works</li> <li>- Review daily field reports covering contractors' operations including material received on site</li> <li>- Assist to oversee of the Contractors safety and health programs</li> <li>- Prepare a report, listing any obstruction of the works and recommendation</li> <li>- Prepare and manage the completion of acceptance punch lists for Road Works</li> <li>- Monitor status of the Contractor's procurement of material and equipment required for road constructions</li> <li>- Review Contractor's shop drawings to their conformance to the contract specifications of the Road Works</li> <li>- Monitor the status of the Contractor's procurement of required material for the works</li> <li>- Review and approve all road work materials of the Contractors' submittal</li> <li>- Review and make recommendations to the Employer on the acceptability of road work material schedule</li> <li>- Assist Team Leader in checking and approval of construction road work materials and testing</li> <li>- Set up road material testing processes</li> <li>- Assist Team Leader to prepare all reports. (Inception, Monthly Progress, Quarterly report and Project Completion)</li> <li>- To be the representative of the Consultant in Lao PDR when Team Leader absent</li> <li>- Assist Team Leader in providing project management and responsible for the activities of construction supervision and coordinate with the Employer</li> <li>- Assist Team Leader to review and approve the detailed engineering designs prepared by the contractor(s) in line with the TOR for Bridge Works</li> <li>- Assist Team Leader to approve and monitor the contractor's construction program and method statements in bridge work's activities</li> <li>- Supervise, manage, coordinate and monitor all activities for Bridge Works</li> <li>- Assist Team Leader to set up the periodic construction meeting among all parties to resolve any problems in Bridge Works</li> <li>- To keep full daily records for his works</li> <li>- Monitor the Contractors' activities to comply with the contracts for Bridge</li> </ul>

No.	Name of Staff	Firm	MM	Area of Expertise	Position Assigned	Task Assigned
						<p>Works</p> <ul style="list-style-type: none"> <li>- Assist Team Leader examine and evaluate the claims for extensions of time and payment for extra work and other matters for Bridge Works</li> <li>- Assist Engineer for Measurement to collect data for cost control database for Bridge Works</li> <li>- Assist Team Leader for related submittals and preparing a monthly report for Bridge Works</li> <li>- Provide technical advises to the Contractor on the Bridge Works</li> <li>- Investigate and identify any obstruction within the construction site for Bridge Works</li> <li>- Assist to document and maintain all As-built information for Bridge Works</li> <li>- Review daily field reports covering contractors' operations including material received on site</li> <li>- Prepare a report, listing any obstruction of the works and recommendation for Bridge Works</li> <li>- Assist Team Leader to prepare and manage the completion of acceptance punch lists for Bridge Works</li> <li>- Monitor status of the Contractor's procurement of material and equipment required for Bridge Works</li> <li>- Review Contractor's shop drawings to their conformance to the contract specifications of the Bridge Works</li> <li>- Monitor the status of the Contractor's procurement of required material for Bridge Works</li> <li>- Review and approve all materials for Bridge Works of the Contractors' submittal</li> <li>- Review and make recommendations to the Employer on the acceptability for Bridge Works material schedule</li> <li>- Assist Team Leader in checking and approval of construction for Bridge Works materials and testing</li> <li>- Set up material testing processes</li> <li>- Assist Team Leader to prepare all reports.</li> </ul>
4.	Mr. Teerapat TEEVANIT	Panya	14	Project Planning Construction Supervision Architectural design. Building Material	Resident for Architect.	<ul style="list-style-type: none"> <li>- To be the representative of the Consultant in Lao PDR when Team Leader absent</li> <li>- Assist Team Leader in providing project management and responsible for the activities of construction supervision and coordinate with the Employer</li> <li>- Assist Team Leader to review and approve the detailed engineering designs prepared by the contractor(s) in line with the TOR for Border check point</li> </ul>



No.	Name of Staff	Firm	MM	Area of Expertise	Position Assigned	Task Assigned
				control Urban Planning Landscaping Design		<p>Works</p> <ul style="list-style-type: none"> <li>- Assist Team Leader to approve and monitor the contractor's construction program and method statements in bridge work's activities</li> <li>- Supervise, manage, coordinate and monitor all activities for Border check point Works</li> <li>- Assist Team Leader to set up the periodic construction meeting among all parties to resolve any problems in Border check point Works</li> <li>- To keep full daily records for his works</li> <li>- Monitor the Contractors' activities to comply with the contracts for Border check point Works</li> <li>- Assist Team Leader examine and evaluate the claims for extensions of time and payment for extra work and other matters for Border check point Works</li> <li>- Assist Engineer for Measurement to collect data for cost control database for Border check point Works</li> <li>- Assist Team Leader for related submittals and preparing a monthly report for Border check point Works</li> <li>- Provide technical advises to the Contractor on the Border check point Works</li> <li>- Investigate and identify any obstruction within the construction site for Border check point Works</li> <li>- Assist to document and maintain all As-built information for Border check point Works</li> <li>- Review daily field reports covering contractors' operations including material received on site</li> <li>- Prepare a report, listing any obstruction of the works and recommendation for Border check point Works</li> <li>- Assist Team Leader to prepare and manage the completion of acceptance punch lists for Border check point Works</li> <li>- Monitor status of the Contractor's procurement of material and equipment required for Border check point Works</li> <li>- Review Contractor's shop drawings to their conformance to the contract specifications of the Border check point Works</li> <li>- Monitor the status of the Contractor's procurement of required material for Border check point Works</li> <li>- Review and approve all materials for Border check point Works of the Contractors' submittal</li> <li>- Review and make recommendations to the Employer on the acceptability for Border check point Works material schedule</li> <li>- Assist Team Leader in checking and approval of construction for Border check</li> </ul>

No.	Name of Staff	Firm	MM	Area of Expertise	Position Assigned	Task Assigned
5.	Mr. Kitti DAMSANIT	Panya	6	Project Planning Construction Supervision Drainage system Design.	Senior Engineer for drainage and structure	<p>point Works materials and testing</p> <ul style="list-style-type: none"> <li>- Set up material testing processes</li> <li>- Assist Team Leader to prepare all reports.</li> <li>- Assist Team Leader to supervise, coordinate and monitor all activities for drainage works and Border check point Building structure.</li> <li>- Responsible for construction supervision of the drainage works</li> <li>- Assist Team Leader for exam and evaluate the claim for drainage works</li> <li>- Assist Team Leader to prepare monthly progress report about the drainage works</li> <li>- Provide technical advises to the Contractors on the drainage works</li> <li>- Assist in investigating and identifying any problems with in the construction site and monitoring the procurement of materials and equipment for drainage works</li> <li>- Monitor the contractor's activities to comply with the contract</li> <li>- Assist to document and maintain all As-built information in drainage works</li> <li>- Review Contractor's shop drawings to their conformance to the contract specifications</li> <li>- Assist Team Lead in preparing all reports</li> </ul>
6.	Mr. Phorntape RACHACKKEE	Index	7	Highway Design	Senior Engineer for Highway/Survey	<ul style="list-style-type: none"> <li>- Assist Team Leader in construction supervision of highway and survey work</li> <li>- Provide technical advises to the Contractor on the highway and survey works</li> <li>- Assist in investigating and identifying any problems with in the construction site and monitoring the procurement of materials and equipment for highway works</li> <li>- Locate benchmarks and determine the setting out of traverse and control points</li> <li>- To check the contractor's setting-out of the works and survey data on vertical and horizontal alignment</li> <li>- Observe and verify the location of each survey control point</li> <li>- Review and approve the Contractors' survey data submittal</li> <li>- Supervise construction or installation works</li> <li>- Check the Contractors' layout for construction works</li> <li>- Check and approve all surveying works to be done by the Contractor</li> <li>- Assist Engineer for Measurement to measure the quantity of completed works each month</li> <li>- Certify all survey data before the completion of acceptance</li> <li>- Record and filling of all survey data</li> <li>- Review Contractor's shop drawings to their conformance to the contract specifications</li> </ul>



No.	Name of Staff	Firm	MM	Area of Expertise	Position Assigned	Task Assigned
7.	Mr. Anusorn THONGSOI	Panya	6	Geotechnical Design Engineer.	Senior Engineer for Geotechnical/soil	<ul style="list-style-type: none"> <li>- Assist in preparing all reports related to highway and survey work as to the details of construction plans and report to the MWPT know on delays.</li> <li>- Assist Team Leader in construction supervision of soil, foundation work ,slope protection and materials selection</li> <li>- Check and approve shop drawings of foundation and slope protection works</li> <li>- Assist Team Leader to review and approve the Contractor's submittal on foundation of Bridge structures</li> <li>- Assist Team Leader to provide technical resolution on discrepancy between the design condition and field conditions in foundation work and materials selection</li> <li>- Assist Team Leader for exam and evaluate the claim for foundation works</li> <li>- Provide technical advises to the Contractors on the foundation and slop protection works</li> <li>- Assist to document and maintain all As-built information in slope protection works</li> <li>- Review Contractor's shop drawings to their conformance to the contract specifications</li> <li>- Assist Team Lead in preparing reports concern to foundation work.</li> <li>- Assist in preparing the monthly reports and test result</li> </ul>
8.	Mr. Naret AEAMLEK	Index	17	Construction supervision in civil and structural work and material testing	Laboratory Technician # 1	<ul style="list-style-type: none"> <li>- Assist to supervise, coordinate and monitor all activities for material testing</li> <li>- To keep full daily records for his work</li> <li>- Monitor the status of the Contractor's procurement of materials and testing equipments</li> <li>- Monitor the Contractor's activities to comply with the contract</li> <li>- Assist to set up material testing processes</li> <li>- Assist to coordinate with the Contractors and other agencies</li> <li>- Assist to record and filing of all testing results</li> <li>- Assist to prepare all reports</li> </ul>
9.	Mr. Arnupap KAEWMORAKOT	Index	17	Construction supervision in civil and structural work and Field survey control.	Survey Technician # 1	<ul style="list-style-type: none"> <li>- Assist to supervise, coordinate and monitor all activities for survey works</li> <li>- To keep full daily records for his work</li> <li>- Assist to locate benchmarks and determine the setting out of traverse and control points</li> <li>- Assist to review and approve the Contractors' survey data submittal</li> <li>- Assist Measurement Engineer to collect data for cost control database</li> <li>- Assist to coordinate with the Contractors and other agencies</li> <li>- Assist to examine and evaluate the claims for extensions of time and payment</li> </ul>

No.	Name of Staff	Firm	MM	Area of Expertise	Position Assigned	Task Assigned
10.	Mr. Chartree SPANUCHART	Index	17	Construction supervision in civil and structural work and Field survey control.	Survey Technician # 2	<p>for extra work and other matters</p> <ul style="list-style-type: none"> <li>- Assist to measure the quantity of completed works each month</li> <li>- Assist to certify all survey data before the completion of acceptance</li> <li>- Assist to record and filing of all survey data</li> <li>- Monitor the Contractor's activities to comply with the contract</li> <li>- Assist to prepare all reports</li> </ul> <ul style="list-style-type: none"> <li>- Assist to supervise, coordinate and monitor all activities for survey works</li> <li>- To keep full daily records for his work</li> <li>- Assist to locate benchmarks and determine the setting out of traverse and control points</li> <li>- Assist to review and approve the Contractors' survey data submittal</li> <li>- Assist Measurement Engineer to collect data for cost control database</li> <li>- Assist to coordinate with the Contractors and other agencies</li> <li>- Assist to examine and evaluate the claims for extensions of time and payment for extra work and other matters</li> <li>- Assist to measure the quantity of completed works each month</li> <li>- Assist to certify all survey data before the completion of acceptance</li> <li>- Assist to record and filing of all survey data</li> <li>- Monitor the Contractor's activities to comply with the contract</li> <li>- Assist to prepare all reports</li> </ul>
11.	Mr. Somchai SOMCHOP	Panya	17	Construction supervision in civil and structural work	Inspector # 1	<ul style="list-style-type: none"> <li>- To keep full daily records for their work</li> <li>- Assist Team Leader for drafting in contract</li> <li>- Assist Measurement Engineer to collect data for cost control database</li> <li>- Assist Team Leader and key staff for related submittals</li> <li>- Assist to examine and evaluate the claims for extensions of time and payment for extra work and other matters</li> <li>- Monitor the status of the Contractor's procurement of materials and equipment</li> <li>- Monitor the Contractor's activities to comply with the contract</li> <li>- Investigate and identify any obstruction within construction site</li> <li>- Prepare a report, listing any obstruction of the works and recommendation</li> <li>- Assist to prepare and manage the completion of acceptance punch lists</li> <li>- Assist to prepare all reports</li> <li>- Assist Team Leader on all submittal related to Quality Assurance</li> </ul>
12.	Mr. Annop NAKKORT	Panya	17	Construction supervision in civil and structural work	Inspector # 2	<ul style="list-style-type: none"> <li>- To keep full daily records for their work</li> <li>- Assist Team Leader for drafting in contract</li> </ul>



No.	Name of Staff	Firm	MM	Area of Expertise	Position Assigned	Task Assigned
						<ul style="list-style-type: none"> <li>- Assist Measurement Engineer to collect data for cost control database</li> <li>- Assist Team Leader and key staff for related submittals</li> <li>- Assist to examine and evaluate the claims for extensions of time and payment for extra work and other matters</li> <li>- Monitor the status of the Contractor's procurement of materials and equipment</li> <li>- Monitor the Contractor's activities to comply with the contract</li> <li>- Investigate and identify any obstruction within construction site</li> <li>- Prepare a report, listing any obstruction of the works and recommendation</li> <li>- Assist to prepare and manage the completion of acceptance punch lists</li> <li>- Assist to prepare all reports</li> <li>- Assist Team Leader on all submittal related to Quality Assurance</li> </ul>






**Appendix C2 - TITLES, DETAILED JOB DESCRIPTIONS AND MINIMUM  
QUALIFICATIONS OF KEY LOCAL PERSONNEL TO BE  
ASSIGNED TO WORK IN THE GOVERNMENT COUNTRY, AND  
STAFF-MONTHS FOR EACH**



**APPENDIX C2 - TITLES, DETAILED JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS OF KEY LOCAL PERSONNEL TO BE ASSIGNED TO WORK IN THE GOVERNMENT COUNTRY, AND STAFF-MONTHS FOR EACH**

No.	Name of Staff	Firm	MM	Area of Expertise	Position Assigned	Task Assigned
I.	Mr.Nilinda SOURINPHOUMY	LCG	6	Environmental investigation	Environmental Specialist	<ul style="list-style-type: none"> <li>- Prepare procedure and plan of Environmental Impact Assessment during construction</li> <li>- Assist Team Leader to review and approve the proposed construction methods are in line with sound environmental standards on the basis of the MCTPC Environmental Guidelines 1999</li> <li>- Monitor Environmental Impact during construction and protection methods</li> <li>- To monitor the contractor to carry out the Works in line with the final Environmental Management Plans (EMPs)</li> <li>- Monitor Environmental Measures provided by the Contractors and take appropriate action</li> <li>- Monitor and report on the Contractor's compliance with environmental requirements and mitigation obligations</li> <li>- Prepare Environmental Report</li> </ul>
	Mr.Anousone SENGKEO	LCG	17	Quantity measurement and control	Engineer for Measurement	<ul style="list-style-type: none"> <li>- Monitoring the progress of the works and prepare monthly progress report about cost status</li> <li>- Provide a detailed construction cost estimate in accordance with work breakdown structure provided in the Contract and evaluate any unscheduled items of work that may arise</li> <li>- Negotiate on the rates for any unscheduled items of the works</li> <li>- Exam and evaluate the claim for payment of extra work and other matters</li> <li>- Prepare own detailed cost estimates and cash-flow forecasts of the works</li> <li>- Monitor the construction records as required to document construction schedule progress, minutes of meetings, field changes, and other construction related activities</li> <li>- Review of Contractor payment requests and process them according to the procedure set out for in the Construction Contract</li> <li>- Check the quantities and certify the Contractor's monthly</li> </ul>

						<p>progress payment</p> <ul style="list-style-type: none"> <li>- Assist Team Leader to monitor the cash flow of the project</li> <li>- Assist Team Leader to prepare monthly progress report about the progress of works</li> </ul>
Mr. Phetsamone PHANMANIVONG	LCG	17	Material testing assistant	Laboratory Technicians #2		<ul style="list-style-type: none"> <li>- Assist to supervise, coordinate and monitor all activities for material testing</li> <li>- To keep full daily records for his work</li> <li>- Monitor the status of the Contractor's procurement of materials and testing equipments</li> <li>- Monitor the Contractor's activities to comply with the contract</li> <li>- Assist to set up material testing processes</li> <li>- Assist to coordinate with the Contractors and other agencies</li> <li>- Assist to record and filing of all testing results</li> <li>- Assist to prepare all reports</li> </ul>
Mr. Sisavath VILAIHONG	LCG	17	Building construction supervision	Inspector # 3		<ul style="list-style-type: none"> <li>- To keep full daily records for their work</li> <li>- Assist Team Leader for drafting in contract</li> <li>- Assist Measurement Engineer to collect data for cost control database</li> <li>- Assist Team Leader and key staff for related submittals</li> <li>- Assist to examine and evaluate the claims for extensions of time and payment for extra work and other matters</li> <li>- Monitor the status of the Contractor's procurement of materials and equipment</li> <li>- Monitor the Contractor's activities to comply with the contract</li> <li>- Investigate and identify any obstruction within construction site</li> <li>- Prepare a report, listing any obstruction of the works and recommendation</li> <li>- Assist to prepare and manage the completion of acceptance punch lists</li> <li>- Assist to prepare all reports</li> </ul> <p>Assist Team Leader on all submittal related to Quality Assurance</p>

## **Appendix D – Cost Estimates in Foreign Currency**

A handwritten signature in blue ink, appearing to be 'L. S. W.', located at the bottom left of the page.A handwritten signature in blue ink, appearing to be 'D. J.', located at the bottom right of the page.

**Appendix D1 – Financial Proposal Submission Form**





No. MTJ/09PC/55125

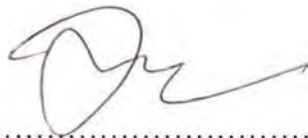
August 28, 2012

To : Mr. Laokham SOMPHETH  
Director General  
Department of Roads, Ministry of Public Works and Transport  
Lane Xang Avenue  
Vientiane Capital, Lao PDR

Dear Sirs,

We, the undersigned, confirm the cost and scope of work for the consulting service for Construction Supervision of Road from Main Road Ban Poodoo to Junction NR 4, Paklay Town; Bypass Road in Ban Boum Lao and Ban Pha Keao and to Construct the Building and Facilities for Border Check point in Lao PDR side in accordance with your Request for Proposal Ref 13079/DOR Vientiane Capital, dated 09 August 2012. and our Technical Proposal, in accordance with the Negotiation Meeting on September 27<sup>th</sup>, 2012 . Our agree cost of services is at the sum of 32,974,000.00 Baht (Thirty Two million Nine hundred Seventy Four thousand Bath only )

Yours sincerely,



Authorized Signature .....

Name and Title of Signatory : Mr. Montri Jiamjulalak, Representative of the Lead Firm.

Name of Firm : Panya Consultants Co., Ltd.

Address : The Pann Building, 3<sup>rd</sup> Floor, 125 Khlong Lam Chiak Road, Nawamin,  
Bueng Kum, Bangkok 10230



## **Appendix D2 – Summary of Cost**

A handwritten signature in blue ink, appearing to be 'J. Smith', located at the bottom left of the page.A handwritten signature in blue ink, appearing to be 'D. Jones', located at the bottom right of the page.

<b>FIN - 2: Summary by Costs</b>		
<b>Poodoo-Paklay Road Construction Project</b>		
<b>Ministry of Public Works and Transport (MPWT)</b>		
<b>PANYA-INDEX-LCG-Consortium</b>		
<b>Competitive Components:</b>	<b>THA</b>	
<b>Remuneration</b>		
National	6,810,000.00	
International	20,550,000.00	
<b>Out-of-Pocket Expenses</b>		
Foreign	4,464,000.00	
Local	1,150,000.00	
<b>Sub-Total</b>	<b>32,974,000.00</b>	<b>-</b>
<b>Non-Competitive Components:</b>		
	-	
<b>Provisional Sums</b>		
Foreign	-	
Local	-	
<b>Contingencies</b>		
	-	
<b>Sub-Total</b>	<b>-</b>	<b>-</b>
<b>Total</b>	<b>32,974,000.00</b>	<b>-</b>

**Appendix D3 – Breakdown of Remuneration (Time-based)**





<b>FIN-3 Remuneration</b>										
<b>Poodoo-Paklay Road Construction Project</b>										
<b>International</b>										
Expert	Name	Citizenship	Birth Date	Employment Status *	Currency	Home Offc Rate (per mo)	Months	Field Rate (per mo)	Months	Sub-Total
	Name : Pakorn Kerdphaopong Position : Team Leader/Engineer's Representative	THA	14-Aug-55	IP	THA	190,000	0	190,000	17	3,230,000.00
	Name : Thaworn Jidjong Position : Resident Engineer for Road	THA	11-Jul-57	FT	THA	150,000	0	150,000	17	2,550,000.00
	Name : Sanhatat Boontham Position : Resident Engineer for Structure	THA	7-Sep-55	FT	THA	150,000	0	150,000	17	2,550,000.00
	Name : Teerapat Teeyavanit Position : Resident for Architect	THA	25-Dec-73	IP	THA	150,000	0	150,000	14	2,100,000.00
	Name : Kitti Damsanit Position : Senior Engineer for Drainage/structure	THA	5-May-75	IP	THA	130,000	0	130,000	6	780,000.00
	Name : Phorntape Rachaackkee Position : Senior Engineer for Highway/Survey	THA	14-May-50	FT	THA	130,000	0	130,000	7	910,000.00
	Name : Anusorn Thongsoi Position : Senior Engineer for Geotechnical/Soil	THA	15-Dec-70	FT	THA	130,000	0	130,000	6	780,000.00
	Name : Naret Aeamek Position : Laboratory Technicians # 1	THA	4-Jun-68	FT	THA	90,000	0	90,000	17	1,530,000.00
	Name : Arnupap Kaewmorakot Position : Survey Technicians# 1	THA	27-May-58	FT	THA	90,000	0	90,000	17	1,530,000.00
	Name : Chartree Spanuchart Position : Survey Technicians # 2	THA	Aug-50	FT	THA	90,000	0	90,000	17	1,530,000.00
	Name : Somchai Somchob Position : Junior Engineers/Inspectors #1	THA	19-Jan-66	FT	THA	90,000	0	90,000	17	1,530,000.00
	Name : Annop Nakkort Position : Junior Engineers/Inspectors# 2	THA	25-Jun-70	FT	THA	90,000	0	90,000	17	1,530,000.00
	<b>Total International</b>						<b>0</b>		<b>169</b>	<b>20,550,000.00</b>



<b>National</b>										
Expert Position	Name	Citizenship	Birth Date	Employment Status	Currency	Home Offc Rate (per mo)	Months	Field Rate (per mo)	Months	Total Rate
	Name : Nilinda SOURINPHOUMY Position : Environmental Specialist	LAO	16-Jul-72	FT	THA	130,000	0	130,000	6	780,000.00
	Name : Anouone SENGKEO Position : Engineer for Measurement	LAO	14-Aug-86	FT	THA	90,000	0	90,000	17	1,530,000.00
	Name : Phetsamone PHANMANVONG Position : Laboratory Technicians # 2	LAO	26-Nov-81	IP	THA	90,000	0	90,000	17	1,530,000.00
	Name : SISAVATH VLAIHONG Position : Junior Engineers/Inspectors #3	LAO	8-Nov-81	FT	THA	90,000	0	90,000	17	1,530,000.00
	<b>Total National</b>						<b>0</b>		<b>57</b>	<b>5,370,000.00</b>
<b>National</b>										
Support Position	Name	Citizenship	Birth Date	Employment Status	Currency	Home Offc Rate (per mo)	Months	Field Rate (per mo)	Months	Total Rate
	Name : Be Name later Position : Secretary	LAO		FT	THA	40,000	0	40,000	18	720,000.00
	Name : Be Name later Position : Administration	LAO		FT	THA	40,000	0	40,000	18	720,000.00
	<b>Total National (Support)</b>						<b>0</b>		<b>36</b>	<b>1,440,000.00</b>
	<b>Grand Total</b>								<b>262</b>	<b>27,360,000.00</b>

**Appendix D4 – Breakdown of Reimbursable  
Expense**



<b>FIN-5 Breakdown of Reimbursable Expense</b>					
<b>Poodoo-Paklay Road Construction Project</b>					
<b>PANYA-INDEX-LCG-Consortium</b>					
<b>International staff</b>	<b>Unit</b>	<b>Currency</b>	<b>Unit Cost THA</b>	<b>Qty</b>	<b>Total Cost</b>
<i>Per Diem International Staff (Part time staff)</i>	<i>Day</i>	<i>THA</i>	<i>2,200.00</i>	<i>570</i>	<i>1,254,000.00</i>
<i>Accommodate for International Staff (first 2 months)</i>	<i>Day</i>	<i>THA</i>	<i>1,200.00</i>	<i>240</i>	<i>288,000.00</i>
<i>Field Allowance (Full time staff)</i>	<i>Month</i>	<i>THA</i>	<i>10,000.00</i>	<i>150</i>	<i>1,500,000.00</i>
<i>International Air Travel</i>	<i>At cost</i>				
<i>From THAI LAND</i>	<i>RT</i>	<i>THA</i>	<i>4,500.00</i>	<i>142</i>	<i>639,000.00</i>
<i>(BKK-Udon or BKK-Phitsanulok)</i>					
<i>Miscellaneous Travel Expenses</i>	<i>RT</i>	<i>THA</i>	<i>4,000.00</i>	<i>142</i>	<i>568,000.00</i>
<i>(taxi to air port , Udon or Phitsanulok air port to Lao Border)</i>					
<i>International Communications</i>	<i>Month</i>	<i>THA</i>	<i>5,000.00</i>	<i>18</i>	<i>90,000.00</i>
<i>Report preparations and production</i>	<i>Month</i>	<i>THA</i>	<i>5,000.00</i>	<i>25</i>	<i>125,000.00</i>
<i>(monthly,quarterly,Final)</i>					
<b>Total Foreign (without Provisional Sum)</b>					<b>4,464,000.00</b>
<b>National staff</b>	<b>Unit</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Qty</b>	<b>Total Cost</b>
<i>Field Allowance for National ( Expert staff)</i>	<i>Month</i>	<i>THA</i>	<i>10,000</i>	<i>57</i>	<i>570,000.00</i>
<i>Field Allowance for National ( support staff)</i>	<i>Month</i>	<i>THA</i>	<i>5,000</i>	<i>36</i>	<i>180,000.00</i>
<i>Domestic Travel</i>			<i>-</i>		
<i>Transportation to Project areas (vehicle, fuel, others)</i>	<i>RT</i>	<i>THA</i>	<i>4,000</i>	<i>40</i>	<i>160,000.00</i>
<i>Vehicle Rental in Project Area in first 2 Months before contractor providing(daily operations plus fuel and driver)</i>	<i>V-Mth</i>	<i>THA</i>	<i>60,000</i>	<i>2</i>	<i>120,000.00</i>
<i>Office operate before contractor providing in first 2 months.</i>					
<i>Office Rental</i>	<i>Month</i>	<i>THA</i>	<i>30,000</i>	<i>2</i>	<i>60,000.00</i>
<i>Office Operations, LC (Communication, Office Supplies, Support Staff)</i>	<i>Month</i>	<i>THA</i>	<i>30,000</i>	<i>2</i>	<i>60,000.00</i>
<b>Total Local (without Provisional Sum)</b>					<b>1,150,000.00</b>

**Appendix E - Cost Estimates in Local Currency**  
**(Not Applicable)**



## **Appendix F - Duties of the Client**





## APPENDIX F – DUTIES OF THE CLIENT

### FACILITIES AND EQUIPMENT

The following items will be provided to the consultant through the civil work contracts:

- Office, furnishings, maintenance and facilities;
- Vehicles, drivers, fuel and vehicle maintenance;
- Equipment, including photocopier, consumables and unskilled labour needed for surveys and quality control;
- Computer equipment and supplies

**Appendix G - Form of Advance Payments  
Guarantee**



**Bank Guarantee for Advance Payment**

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Client]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultants, we \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s)]

**Note:** *All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

# ภาคผนวก 5

การเบิกเงินค่าใช้จ่ายโครงการ

**Poodoo - Paklay Road Construction Project**

Allocation Category	Disbursement Date	Ref.No.	(A) Construction Works	(C) Consulting Service	(D) Administrative Cost	(E) Contingencies	Total
<b>Amount of the loan Allocated</b>			<b>661,000,000.00</b>	<b>33,000,000.00</b>	<b>4,000,000.00</b>	<b>20,000,000.00</b>	<b>718,000,000.00</b>
<b>Amount of Contract</b>			<b>660,000,000.00</b>	<b>32,974,000.00</b>	<b>4,382,000.00</b>		<b>697,356,000.00</b>
Disbursement No.1	3/6/2013	NoD/001	66,000,000.00				66,000,000.00
Management Fee (0.15% of Loan)					1,077,000.00		1,077,000.00
Disbursement No.2	3/7/2013	NoD/002			400,000.00		400,000.00
Disbursement No.3	3/7/2013	NoD/003		3,297,400.00			3,297,400.00
Disbursement No.4	5/10/2013	NoD/004	12,484,213.93				12,484,213.93
Disbursement No.5	5/10/2013	NoD/005	15,406,663.91				15,406,663.91
Disbursement No.8	6/27/2013	NoD/008			136,438.99		136,438.99
Disbursement No.6	6/27/2013	NoD/006		1,509,168.00			1,509,168.00
Disbursement No.7	6/27/2013	NoD/007	30,455,120.58				30,455,120.58
Disbursement No.9	8/8/2013	NoD/009	25,020,038.15				25,020,038.15
Disbursement No.10	8/8/2013	NoD/010		2,497,918.00			2,497,918.00
Disbursement No.11	9/10/2013	NoD/011			338,139.67		338,139.67
Disbursement No.12	9/10/2013	NoD/012	39,092,215.38				39,092,215.38
Disbursement No.13	9/10/2013	NoD/013	33,000,000.00				33,000,000.00
Disbursement No.14	9/10/2013	NoD/014		2,566,568.00			2,566,568.00
Disbursement No.15	9/25/2013	NoD/015	43,403,554.49				43,403,554.49
Disbursement No.16	10/2/2013	NoD/016	25,444,826.15				25,444,826.15
Disbursement No.17	11/13/2013	NoD/017		3,216,268.00			3,216,268.00
Disbursement No.18	11/12/2013	NoD/018	26,796,977.31				26,796,977.31
Disbursement No.19	11/26/2013	NoD/019	24,657,234.63				24,657,234.63
Disbursement No.20	12/12/2013	NoD/020		3,538,868.00			3,538,868.00
Disbursement No.21	12/19/2013	NoD/021	28,937,931.01				28,937,931.01
Disbursement No.22	12/26/2013	NoD/022			314,183.51		314,183.51
Disbursement No.23	1/23/2014	NoD/023		3,894,060.00			3,894,060.00
Disbursement No.24	1/5/2014	NoD/024	43,620,673.74				43,620,673.74
Disbursement No.25	2/25/2014	NoD/025	40,776,106.23				40,776,106.23
Disbursement No.26	3/9/2014	NoD/026	34,691,211.63				34,691,211.63
Disbursement No.28	4/10/2014	NoD/028			393,151.65		393,151.65
Disbursement No.27	4/25/2014	NoD/027		3,967,200.00			3,967,200.00
Disbursement No.31	7/25/2014	NoD/031		4,232,900.00			4,232,900.00
Disbursement No.29	8/13/2014	NoD/029	29,222,621.41				29,222,621.41
Disbursement No.30	8/13/2014	NoD/030	50,266,652.22				50,266,652.22
Disbursement No.32	8/13/2014	NoD/032	40,052,863.43				40,052,863.43
Disbursement No.35	8/13/2014	NoD/035	17,671,095.81				17,671,095.81
Disbursement No.33	8/13/2014	NoD/033		4,253,650.00			4,253,650.00
Disbursement No.34	8/13/2014	NoD/034			327,493.62		327,493.62
Disbursement No.36	9/10/2014	NoD/036	32,999,999.99				32,999,999.99
Disbursement No.37	10/25/2014	NoD/037			397,465.60		397,465.60
Disbursement No.38	4/25/2015	NoD/038			386,007.77		386,007.77
Disbursement No.39	11/10/2015	NoD/039			386,167.83		386,167.83
<b>Total</b>			<b>660,000,000.00</b>	<b>32,974,000.00</b>	<b>4,156,048.64</b>		<b>697,130,048.64</b>



# ภาคผนวก 6

ตารางการชำระคืนเงินต้น (Amortization Schedule)

## Principal Repayment Schedule

Due Date	Amount (in Baht)
01 August 2022	15,510,504.64
01 February 2023	13,900,000.00
01 August 2023	13,900,000.00
01 February 2024	13,900,000.00
01 August 2024	13,900,000.00
01 February 2025	13,900,000.00
01 August 2025	13,900,000.00
01 February 2026	13,900,000.00
01 August 2026	13,900,000.00
01 February 2027	13,900,000.00
01 August 2027	13,900,000.00
01 February 2028	13,900,000.00
01 August 2028	13,900,000.00
01 February 2029	13,900,000.00
01 August 2029	13,900,000.00
01 February 2030	13,900,000.00
01 August 2030	13,900,000.00
01 February 2031	13,900,000.00
01 August 2031	13,900,000.00
01 February 2032	13,900,000.00
01 August 2032	13,900,000.00
01 February 2033	13,900,000.00
01 August 2033	13,900,000.00
01 February 2034	13,900,000.00
01 August 2034	13,900,000.00
01 February 2035	13,900,000.00
01 August 2035	13,900,000.00
01 February 2036	13,900,000.00
01 August 2036	13,900,000.00
01 February 2037	13,900,000.00
01 August 2037	13,900,000.00
01 February 2038	13,900,000.00
01 August 2038	13,900,000.00
01 February 2039	13,900,000.00
01 August 2039	13,900,000.00
01 February 2040	13,900,000.00
01 August 2040	13,900,000.00
01 February 2041	13,900,000.00
01 August 2041	13,900,000.00
01 February 2042	13,900,000.00
<b>Total Principal Repayment</b>	<b>557,610,504.64</b>

Remark : Subject to revision after disbursement of remaining amount

# ภาคผนวก 7

มูลค่างานก่อสร้าง (Total Amount of Project)  
และการใช้สินค้าไทย

โครงการก่อสร้างถนนจากภูตู่ (อ.บ้านโคก จ.อุตรดิตถ์) –เมืองปากลาย แขวงไชยบุรี สปป.ลาว  
 มูลค่างานก่อสร้าง (Total Amount of Project) และการใช้สินค้าไทย

Construction Work : บริษัท ช. การช่าง จำกัด (มหาชน)

	Description	Amount (Baht)
1	Total Material Cost	120,000,000.00
2	Equipment Cost	225,000,000.00
3	Operation Cost (Staff-Labour)	146,000,000.00
4	Administration Cost	54,000,000.00
	Total Cost Baht (A)	545,000,000.00
	วงเงินอนุมัติ	661,000,000.00
	มูลค่างานก่อสร้างโครงการ	660,000,000.00
	Weight %	82.45

Construction Supervision Consultant : บริษัท ปัญญา คอนซัลแตนท์ จำกัด

	Description	Amount (Baht)
1	Manpower	25,500,000.00
	Total Cost Baht (B)	25,500,000.00
	วงเงินอนุมัติ	33,000,000.00
	มูลค่างานที่ปรึกษา	32,974,000.00
	Weight %	77.27

รวมมูลค่าการใช้สินค้าไทย

	Description	Amount (Baht)
1	Total Cost (A) : Construction Work	545,000,000.00
2	Total Cost (B) : Construction Supervision Consultant	25,500,000.00
	Total Cost Baht	570,500,000.00
	วงเงินอนุมัติ	718,000,000.00
	มูลค่างานรวมทั้งโครงการ	696,743,880.81
	Weight %	79.45

# ภาคผนวก 8

รูปภาพแสดงความก้าวหน้างานก่อสร้างของโครงการ



รูปภาพแสดงความก้าวหน้างานก่อสร้างของโครงการ





