



Invitation to Tender
Digital Park Thailand Project (EECd)

1. Summary of Material Information of Digital Park Thailand Project (“Project”)

1.1 Project Background

The development of the Project stems from the government policy to increase the potential of the country to be the regional center of investment and development in digital innovation, to enhance the capability of the country by applying digital technologies in industrial sectors as well as to develop a prototype for a digital city with the smart city concept, which is in accordance with the country’s strategic plan and development plans such as Thailand’s 20-year National Strategy, Thailand 4.0, the 12th National Economic and Social Development Plan, Digital Thailand Plan.

At the meeting of Policy Committee No. 2/2560 on 6 July B.E. 2560 (2017), it was resolved to declare the project area of approximately 709 rai in the vicinity of Sri Racha District, Chon Buri Province, to be the “Eastern Economic Corridor: Digital Park Thailand” and at the meeting of Policy Committee No. 3/2560 on 22 November B.E. 2560 (2017), it was resolved to list the Project in the EEC Project List in order to proceed with the Notification of the Eastern Special Development Zone Policy Committee Re: Criteria, Procedures, Conditions, and Process for Private Investment B.E. 2560 (2017).

In this regards, at the meeting of Policy Committee No. 1/2562 on 23 January B.E. 2562 (2019), it was resolved to approve the Project in principle.

1.2 Objectives of the Project:

- (a) To increase Thailand’s potential to be the digital business and digital innovation hub, including to be the prominent digital learning center in Southeast Asia;
- (b) To enhance the digital industrial capability of Thailand and develop the Project Area to be the center of digital implementation in other industries of Thailand;
- (c) To develop digital city showcase of Thailand under the Smart City concept and environmental friendliness which shall improve the living standards of the people in the Project Area and the surrounding areas.

1.3 Scope of the Project

The Project is situated on an area which is declared to be the promotional zone as the Eastern Economic Corridor Digital Innovation Zone, or EECd where the Private Party can

develop the Project in the Developing Area of the Project which covers the distance of approximately 569 Rais. The scope of the Project shall include details specified as follows:

- (a) The design, build, financing, operation and maintenance of main infrastructures and facilities in the Project Area under the Smart City concept.
- (b) The Project Area allocation services and marketing operation to support and encourage the investors both public sector and private sector to invest in the Project Area.

1.4 Duties and Responsibilities of the Government Agencies and the Private Party in the Project Operations

(1) Duties and responsibilities of the government agencies

- (a) CAT shall grant the Private Party the right to jointly invest and operate in the Project as a private partner;
- (b) CAT shall let the Private Party lease or benefit from the developable area in the Project;
- (c) CAT shall have the right to solely invest in and provide telecommunication services including ducts for the fiber optic cables and fiber optic cables in the Project;
- (d) The government agency, by the Ministry of Digital Economy and Society, the Digital Economy Promotion Agency, EEC Office and CAT Telecom shall assist the Private Party in inviting the investors in the industry and digital innovation to invest in and to benefit from the developable area.

(2) Duties and responsibilities of the Private Party in the Project

The Private Party shall participate in the Project by assuming responsibility of Design-Build-Finance-Operation-Maintenance (DBFOM), as detailed below;

- (a) The Private Party has the duty and responsibility for the design, build, operation, and maintenance of the infrastructure and public utility system under the smart city concept in the developable area under the criteria as specified in the Technical Requirements;
- (b) The Private Party shall have the duty and responsibility in the developable area of the Project's subdivision and marketing operation to support and encourage the other private parties to invest in the target activities/businesses or other related businesses specified by the Selection Committee or CAT;
- (c) The Private Party shall have the duty and responsibility to finance the Project operation;

- (d) The Private Party shall have the duty and responsibility to transfer the ownership of the assets used in the Project operation to the government agencies as specified in the PPP Agreement;
- (e) The Private Party shall have the duty and responsibility to pay the Project's revenue to the government agencies as agreed upon between the Selection Committee and the Private Party;
- (f) The Private Party shall have the duty and responsibility to transfer its expertise and knowledge on the development of the Project and the technology used in the Project to CAT, the government agencies, and personnel of the government agencies or other Thai Private Party as specified in the PPP Agreement;
- (g) The Private Party shall have the duty and responsibility to perform other duties as specified in the PPP Agreement and the lease/use agreement of the Project Area in order to serve the Project's objectives.

1.5 The Project's duration

The duration of the Project shall be 50 (Fifty) years from the day CAT issued the letter of notice to commence the Project. The Private Party shall propose Master Plan in development of the Project including developing the Project area segregated into each Phasing until the Project area is completely developed. In this regards, the details of such Master Plan shall be complied with Criteria, Procedures, Conditions, and Process specified by the Selection Committee.

1.6 Ownership of the Project's Assets throughout the PPP Contract Term

Subject to the Scope of the Project, the ownership of the assets necessary for the Project Operation may be divided into the following:

- (1) The ownership of the Project assets with respect to the infrastructure, main public utility system of the Project, technological equipment for the establishment of a smart city and facilities located within the Project shall be transferred to the government agency immediately after the termination of the Project Term (Build-Operate-Transfer: BOT).
- (2) The ownership of the intellectual property used in the business operation of the Private Party shall be held by such Private Party.

1.7 Distribution of returns between the Public Sector and the Private Party

The details regarding benefit sharing between the Public Sector and the Private Party for the Project can be summarized below;

Benefit	Revenue	Expense
Public Sector (CAT and other government agencies)	<ul style="list-style-type: none"> - Benefits from the Private Party for instance 1) Project Area rental fees or Project Area utilization compensation and 2) Revenue Sharing from operation of the Project - Service fees from telecommunication infrastructure, telecommunication service and digital service in the Project Area (for CAT only) - Other revenues as specified in PPP Agreement 	<ul style="list-style-type: none"> - Investment cost and maintenance expenses for telecommunication infrastructure within the Project Area (for CAT only)
Private Sector	<ul style="list-style-type: none"> - Project Area rental fees from tenants including the rental fee in the Community Center building - Services Fee for instance central management fee and Public utility service fees 	<ul style="list-style-type: none"> - Investment costs in accordance with obligations and responsibilities of the private sector - Benefits to be paid to CAT for instance 1) Project Area rental fees or Project Area utilization compensation and 2) Revenue Sharing from the Project operation

1.8 Monetary and Non-Monetary Support Measures of the Project

The Private Party shall have the right to apply for the privileges and promotions according to the following laws:

- (1) The Investment Promotion laws, details as follows:
 - (a) The land development activity for Industrial project of the sub-categories 7.9.2.2 or Digital Park area which consist of the privileges and promotions as follows:
 - Section 28 exempts the tax on machinery import
 - Section 31 paragraph two exempts the Corporate Income Tax for an eight-year period without the limitation on an exempt tax amount and paragraph four and section 34. In this regard, the exemption period as specified in section 31 shall increase to 12 years according to the notification of Board of Investment No. 6/2561 on the promotional measures for an investment in the EEC area in case of the bilateral cooperation, cooperative education, WiL, or any other similar forms of cooperation, by which the number of students who are admitted to undertake the occupational practice shall not be less than ten percent of the total number of the workers employed in the Project which applies for the investment promotion, or shall not be less than fifty persons, whichever is fewer. The application for the investment promotion shall be issued by 30 December B.E. 2562 (2019).
 - In this regard, the income which falls within the scope for earning the privileges and promotions of corporate income tax exemption is the one derived from the rental fee and the service fee of only the area for digital activities.

The conditions for the promoted activity aforementioned are as follows;

- 1) must have an area at a minimum of 5000 square meters
- 2) must have the development plan for an industrial or Project Area, to which the Ministry of Digital Economy and Society has agreed with the details as follows;
 - 2.1) must have the digital infrastructure such as:
 - Communication system in a form of fiber-optic cable throughout the Project Area
 - Main telecommunication system having the high-speed communication cable from the Project Area to telecommunication center located in both domestic and overseas countries

- Main telecommunication system having the high-speed communication cable from the Project Area to telecommunication center located in both domestic and overseas countries
 - 2.2) innovation infrastructure which is set for support of commercial research and development such as laboratory, an area for experimental production, Living Lab, and the leasable area for constructing the private innovation research and development center
 - 2.3) the facilities in service for the area's users in accordance with the committee consent such as a seminar conference room
- (b) the investment promotion prescribed aforementioned is upon the following conditions:
1. The project which is to earn the investment promotion shall be subject to the criteria for an approval for the project in accordance with the notification of Board of Investment 2/2557 on the date of 3 December 2557 B.E. (2014)
 2. An investment of the private party and CAT Telecom Public Company Limited which has a financial amount as specified in Public-Private Partnership Act shall undergo the process of such an act prior to an issuance of the application for the investment promotion
 3. CAT Telecom Public Company Limited being mentioned herein in b. shall entail the newly-found entity due to the merger and acquisition between CAT Telecom Public Company Limited and TOT Public Company Limited
- (c) privileges and promotions following the fundamental criterion (the exemption of machinery import duty and the exemption of the corporate income tax for 8 years) which are approved in principle shall not be changed even though there is a change to the policy resulting in the ensuing deterioration of the privileges and promotions
- (d) As for other project which is to operate in Digital Park Thailand or EECd which are unclear whether the Private Party to whom the concession is granted will develop and operate by itself or allocate certain parts of the area for the sub-rent to other entrepreneurs for a purpose of development in order that the investor could apply for the privileges and promotions under general criterion afterwards. In this regard, the project shall of the kind that falls under the scope which is eligible for the application for the investment promotions. In this regards, the privileges and promotions shall be in accordance with the principle implemented within the period in which such an application is issued.
- (e)

- (2) The Eastern Economic Corridor Act and its amendments
- (3) Other relevant laws (if any)

2. Qualification of the Bidder

2.1 Legal Status of the Bidder

The Bidder shall have one of the following status:

- (1) A single juristic person;
- Or
- (2) A joint venture/consortium consisting of several juristic persons not registering for a new juristic person;

2.2 General Qualifications

Apart from the above-stated in Clause 14, the Bidder shall also meet the following requirements:

- (1) A single juristic person with at least 1 (One) shareholder holding more than 25 (Twenty-Five) per cent of the total shares, and must comprise of Thai juristic member holding shares for more than 50 (Fifty) percent of the total shares.
- (2) For a joint venture/consortium consisting of several juristic persons not registering for a new juristic person, each member shall have at least 1 (One) member with an investment portion of more than 25 (Twenty-Five) percent, and must comprise of Thai juristic member investing for more than 50 (Fifty) per cent of the total investment.

In this regards, both the Bidder who is a single juristic person and the Bidder who is a joint venture/consortium consisting of several juristic persons not registering for a new juristic person must each buy the Request for Proposal and present the evidence of such purchase in the proposal; submission process.

2.3 The Bidder shall not have the qualifications regarded as being unsuitable for investment in the state undertaking as follows:

- (1) The Bidder shall not be on the blacklist for neglecting work/project of the government agencies as formally announced or shall not be affected by such order.
- (2) The Bidder shall comply with the Act Concerning Offences Relating to the Submission of Bids to Government Agencies, B.E. 2542 (1999).
- (3) The Bidder must not be a joint beneficiary of the other proposals.

In case at that at least 2 (Two) government agencies under the jurisdiction of the same foreign government are bidding separately for the Project, a self-certificate of

independent management shall be provided, affirmed and certified by the embassy or government agency of that country that the tender of each government agency is neither under the power or control of such foreign government nor any one of such foreign government agencies. In this case, these government agencies under the jurisdiction of the same foreign government tendering for the Project shall not be taken as having a joint interest among them.

- (4) The Bidder must not be a person who enjoys privileges or immunities from the jurisdiction of the Thai court, and is consequently not required to be submit to the jurisdiction of the Thai court, with the exception that the government of the Bidder who does not enjoy such privileges or immunities issues a letter of intent for the waiver of privileges or immunities from under the jurisdiction of the Thai court.
- (5) The Bidder shall execute the integrity pact and submit it together with the proposal.

2.4 Technical Qualifications

The Bidders must include in their proposal their technical qualifications. The minimum technical qualifications acceptable shall reflect those as stipulated in the technical requirements. The technical qualifications shall indicate that the bidder has the technical capability to carry out the Project.

2.5 Financial Qualifications

The Bidder shall have financial qualifications suitable for the investment and operation of the Project in order to achieve the objectives of the Project. The Bidder shall submit evidence to meet the requirements with respect to the annual Net Tangible Worth. Detail of the requirements shall be as follows:

- (a) In case the Bidder is a single juristic person, the Bidder shall have an average annual Net Tangible Worth of not less than 600 (Six Hundred) Million Baht over the last 3 (Three) fiscal years; or
- (b) In case the Bidder is a joint venture/consortium which has not been registered as a new juristic person, all of the shareholders or members of the joint venture/consortium shall be taken into consideration when calculating this financial qualification. The Bidder shall have a weighted average annual Net Tangible Worth of not less than 600 (Six Hundred) Million Baht over the last 3 (Three) fiscal years. The weighted average annual Net Tangible Worth shall be calculated based on the percentage of each shareholder or member's shareholding in the joint venture/consortium.

2.6 The Bidder's Experience

The Bidder shall have experience that can be proven for completeness of technical qualifications that the Bidder propose which the details are as follows:

- (1) Experience in project development relating to real estate involving infrastructure and public utility

- (a) Experience in development of real estate project

The Bidders shall have experience in development of real estate project involving development of infrastructure and public utility for facilitating an investment that have a total value of developing of not less than 1,000 (One Thousand) Million Baht inclusive of VAT. Such stated project(s) shall have been completed within the past 10 (Ten) years dated from the date of proposal submission.

- (b) Experience in real estate development for facilitating technology business and investment under Smart City concept

The Bidders shall have experience in real estate development for facilitating technology business and investment using at least 2 of 7 components under Smart City concept.

- (2) Experience in main infrastructure and utility facility management and maintenance services.

The Bidders shall have experience in main infrastructure and utility facility management and maintenance services in facilitating business and investment in the project that have a total value of developing of not less than 1,000 (One Thousand) Million Baht inclusive of VAT. Such stated project(s) shall have been completed within the past 10 (Ten) years dated from the date of proposal submission. And such experience shall be of at least 3 (Three) consecutive years.

- (3) Experience in procuring investors in the target businesses.

The Bidders shall have experience in procuring investors or experience in operating in the target businesses or businesses related to the target activities for the area not less than 2,000 (Two Thousand) square meters.

In submitting a The Bidder's experience under Clause 2.6, the Bidder must comply with the following conditions:

- (1) The Bidder who is a single entity shall combine credentials from multiple contracts for proposal consideration.
- (2) The Bidder who is a joint venture/consortium consisting of several juristic persons not registering for a new juristic person shall combine credentials from each member for proposal consideration.
- (3) The Bidder who does not have sufficient experience or only have some the experience can use the experience of the Bidder's Network or

- (4) The Bidder may refer the experiences of the Bidder's Network. In this regard, the Bidder shall demonstrate its contributions to the projects in the experience of the Bidder's Network which shall be the same type of works the Bidder intends to submit as the proposal of the Project.

For the best interest of the interpretation in the evaluation of the technical experiences of the Bidder's Network in Clause 2.6,

"Bidder's Network" means the juristic persons that are related to the Bidder by being the person who has Control over the Bidder or under the Control of the Bidder or Associate Company or the person who is under the Control of the same person

"Control" means any of the relationships that significantly affect the policy, the management or the implement of the entity, especially the following relationships: (1) holding of shares with voting rights of company in an amount exceeding 25 (Twenty Five) per cent of the total number of the voting rights of such entity; (2) having control of the majority voting rights in the shareholders' meeting of company whether directly or indirectly or by any other reasons; (3) having direct or indirect control over appointment or removal of half of all directors or more.

- (5) The Bidder may refer the experiences of the contractor(s). In this regard, the contractor must not be the contractor of any other bidders. In the case where there's change in the contractors, the new contractor must have the qualification as equal to or better than the former contractor and is granted approval from CAT in writing. The successful bidder must execute the contract with the contractor(s) whom the Bidder used its experience in the proposal as details specified in the PPP Agreement.
- (6) The Bidder is able to provide any documents to verify aforementioned experiences of the Bidder or the Bidder's network to the Selection Committee as specified in Clause 2.6.

In this regards, after submitting the proposal, if the Selection Committee deemed that the documents verifying experiences of the Bidder or the Bidder's network is insufficient to verify that the Bidder or the Bidder's network has the required experiences, the Selection Committee shall require the Bidder to provide additional documents relating to the experiences submitted in the proposal within 30 (Thirty) days from the date the Selection Committee notify the Private Party. If the Private Party cannot provide documents within such duration or provided and the Selection Committee deemed that the submitted document is

insufficient, the Selection Committee reserve the right not to evaluate the Bidder's proposal due to the insufficient experiences.

2.7 The Verification of the Bidder

The Bidder must verify and demonstrate that the Bidder is not subject to any litigation proceedings with a large disputed amount that will significantly affect its financial status and its ability to raise funds, which can prevent the project from achieving the Project's objective.

3. Proposal Preparation

The Bidder shall submit related documents and fill in forms in proposal documents in 4 (Four) envelopes as follows:

3.1 Envelope 1 (One) General Qualification Proposal which comprises of 3 (Three) sub-envelopes as follows:

The Bidder must develop proposal documents to demonstrate that the Bidder possesses the status and general qualifications as indicated in Clause 2 which comprises of 3 (Three) sub-envelopes as follows:

- (1) The 1st (First) sub-envelope: General qualification proposal, which comprises the following:
 - (a) Corporate documents of the Bidders including any documents indicated the authorized personnel of the Bidder; such as government documents or legal opinions from legal advisors whom practice under the relevant laws;
 - (b) Resolution to submit the bidding proposal passed by the shareholders and/or board of directors and/or regulatory agency with the authority to approve and bind the juristic person under the relevant laws;
 - (c) Letter of verification from the shareholders and/or board of directors and/or regulatory agency with the authority to approve and bind the juristic person under the relevant laws concerning the Bidder not being subject to any litigation proceedings with a large disputed amount;
 - (d) Letter of confirmation concerning the Bidder not receiving any privilege or immunity under the jurisdiction of a Thai court, or letter of intent regarding the waiver of privilege or immunity under the jurisdiction of a Thai court;
 - (e) List of all the advisors/consultants of the Bidder for the project;
 - (f) Executed integrity pact;

- (g) Bid security consisting of details;
 - (h) Documents evidencing the purchase of the request for proposal;
 - (i) Power of attorney (if any).
- (2) The 2nd (Second) sub-envelope: Financial Qualification and bidder's experiences documents, which shall comprise of the following documents:
- (a) Certification of the company's Net Tangible Worth Form from the Board of the Bidder;
 - (b) Copy of the Bidder's audited financial statements, auditor reports, and annual report (if any) for the last 3 (Three) years prior to the date of the submission of the proposal.
- (3) The 3rd (Third) sub-envelope: Bidder's experiences which comprises of the following documents:
- (a) Letter of confirmation from the shareholders and/or Board of Directors and/or regulatory agency with the authority to approve and bind the juristic person under the relevant laws concerning experiences under Clause 2/6;
 - (b) Documents evidencing the Bidder's experiences, such as copies of contracts-for-hire, invoices, or certificates for operational standards referred to as the Bidder's experience.

3.2 Envelope 2 (Two) Technical Proposal

The Bidder must develop technical proposal documents to demonstrate details of Project development which comprises of 3 (Three) sub-envelopes as follows:

- (a) The 1st (First) sub-envelope: Project development method for Minimum Technical Requirement
- (b) The 2nd (Second) sub-envelope: Technical details of Master Plan and Project's pattern which is consistent with the Objective of the Project.
- (c) The 3rd (Third) sub-envelope: Management Plan and Marketing Plan which comprises of 2 categories as follows:
 - 1) The 1st category: Project Area Management Plan within specified period of time
 - 2) The 2nd category: Implementation Plan to Attract Investors in Target Businesses

3.3 Envelope 3 (Three) financial proposal which comprises of 2 (Two) sub-envelopes as follows:

(1) The 1st (First) sub-envelope: Business Proposal

The Bidder shall submit a business proposal which comprises 6 (Six) sections as follows:

- a) Financing Plan, showing a proposed capital structure of the Bidder consists of debt and equity portion for the Project Operation, shall at least show the following details:
 - 1) Sources of fund to support the investments and operations throughout the investment period, both in local and foreign currencies;
 - 2) Prospective lending sources, preliminary conditions and repayment profiles in case credit facilities are used as sources of fund
- b) Confirmation Letter from Shareholders and/or Board of Directors and/or authorized parties/persons who can legally bind the Bidder, whether as a juristic person or a joint venture/consortium, in compliance with relevant laws/ regulations to justify the Bidder's amount of equity sufficient for investment in the Project as specified in the Financing Plan under Item 20.3 (a) 1);
- c) Letter of Intent issued by a Thai and/or foreign financial institution(s), expressing its/their financing support in favor of the Bidder in the total amount of not less than the debt amount as specified in the Financing Plan under Item 3.3 (a) 1);

In the case that the Bidder intends to submit Letter of Intent from more than 1 (One) financial institution, the Bidder shall summarize the total amount of financing support from all financial institutions.
- d) Business Plan for the Project which at least includes the following details:
 - 1) Analysis results and proposal relating to the structure of rental rate, rental rate adjustment, number of tenants used as an assumptions for the analysis,;
 - 2) Commercial plan including the analysis results and proposal relating to revenues derived from commercial income and utility services used for the analysis from the beginning to the end of the concession period of the Project.
- e) Financial Feasibility for the execution of the Project which shall comprise the following details:

- 1) Financial Model showing financial projection and showing the income statement, the statement of cash flows and the statement of financial position;
 - 2) Financial ratios such as liquidity ratios, solvency ratios, efficiency ratios, profitability ratios, etc;
 - 3) Analysis of financial parameters / indicators required for investment decision making which shall at least include the following:
 1. Free cash flow to firm and Free cash flow to equity;
 2. Financial internal rate of return for the project (Project FIRR), Financial internal rate of return for equity (Equity FIRR), Payback period and Benefit/Cost ratio;
 3. Project Net Present Value (NPV);
- f) Analysis of investment risks and risk management approaches.
- (2) The 2nd (Second) sub-envelope: Revenue Sharing Proposal

The Bidder shall submit a proposed Minimum Guarantee Revenue Sharing that is an annual minimum guarantee amount to be provided for the Public Sector by the Private Party throughout the Project's duration. In the case that an annual Revenue Sharing at the rate of 3% (Three Percent) of revenues before deducting any expenses of the Private Party, is less than the proposed Minimum Guarantee Revenue Sharing of such year, the Private Party shall pay Minimum Guarantee revenue sharing as proposed. In contrast, in the case that an annual Revenue Sharing at the rate of 3% (Three Percent) of revenues before deducting any expenses of the Private Party, is more than the proposed Minimum Guarantee Revenue Sharing of such year, the Private Party shall pay Revenue Sharing at the rate of 3% (Three Percent) of revenues before deducting any expenses of the Private Party.

Furthermore, the Private Party shall propose minimum guarantee revenue sharing without any terms or conditions.

In this regards, the Selection Committee shall reserve the right to not consider the profit sharing proposal from the Bidder in the case that there is any term or condition in proposing the minimum guarantee amounts of profit sharing for the Public Sector.

(4) Envelope 4 (Four) other proposals:

Proposals for enhancement of project efficiency namely other proposal that the Bidder may submit other than the required proposal in Clause 3.1, Clause 3.2 and Clause 3.3

4. Evaluation Criteria and Procedures

4.1 Evaluation of Envelope 1 (One): General Qualifications Proposal

Evaluation of the 1st (First) envelope shall be based on the pass/fail scheme by focusing on the accuracy and completeness of the documents submitted and evaluate that the Bidder is qualified. The Bidder who qualifies for the threshold of Envelope 1 (One) shall be further evaluated for Envelope 2 (Two) as specified in Clause 4.2 below.

4.2 Evaluation of envelope 2 (Two): Technical Proposal

The evaluation criteria of technical proposal shall be conducted according to the Request for Proposal. The criteria given by the bidding requirement based on pass/fail and scoring schemes. The 1st (First) sub-envelope shall be firstly evaluated. Then only the proposals of the bidders who pass the evaluation shall be further evaluated by considering the 2nd (Second) sub-envelope and the 3rd (Third) sub-envelope together. Failure of the 1st (First) sub-envelope evaluation shall result in disqualification of such bidders and their remaining bidding documents shall be returned unopened after the signing of the PPP contract, which in any cases, the bidders have no right to claim any losses or damages.

The scoring scheme for the three sub-envelopes are as follows:

- (a) The 1st (First) sub-envelope : The evaluation based on pass/fail scheme and only passed bidders shall be eligible for further evaluation of the 2nd (Second) sub-envelope and the 3rd (Third) sub-envelope.
- (b) The 2nd (Second) sub-envelope : general requirements for physical master plan design strategies consistent with the objectives of the project. Total score of 500 points
- (c) The 3rd (Third) sub-envelope : management plan and marketing plan .Total score of 500 (Five Hundred) points which divided into two parts as follows
 - 1) Part 1 (One) : Project Area Management Plan within specified period of time. Total score of 250 (Two Hundred and fifty) points.
 - 2) Part 2 (Two) Marketing Plan of procuring the investors in the target businesses. Total score of 250 (Two Hundred and fifty) points.

The qualified bidders shall get score from both the 2nd (Second) sub-envelope and the 3rd (Third) sub-envelope of not less than 80%.

Only qualified bidders shall be further evaluated for Envelope 3 (Three) as specified in Item 4.3 below.

4.3 Evaluation of Envelope 3 (Three): Financial Proposal

Evaluation of Envelope 3 shall be conducted in accordance with the following procedures:

- (1) Evaluation of the 1st (First) sub-envelope: The Business Proposal shall be evaluated based on a pass/fail scheme. The detail of the documents submitted must be complete, correct and comply with the requirements specified in Clause 3.3 (1).

The Bidder who qualifies for the threshold of the 1st (First) sub-envelope: The Profit Sharing Proposal in the 2nd (Second) sub-envelope shall be evaluated as described below.

- (2) Evaluation of the 2nd (Second) sub-envelope: The Revenue Sharing Proposal shall be evaluated based on Net Present Value (NPV) of minimum guarantee revenue sharing proposed by the Bidder. The Bidder who proposes the highest NPV of minimum guarantee revenue sharing shall be the qualified Bidder.

In this regards, the Selection Committee shall reserve the right not to consider the Revenue Sharing Proposal from the Bidder in case the proposed annual minimum guarantee amounts is subject to any terms or conditions.

The qualified Bidder from evaluation of Envelope 3 (three) whose agreement has been reached after negotiation, shall be considered the successful Bidder.

In this regards, in the case that such agreement is failed to be reach, the Selection Committee shall reserve the right to enter the negotiation process with the next best ranking bidder under the evaluation of Envelope 3 in the 2nd (Second) sub-envelope.

4.4 Evaluation of Envelope 4 (Four): Other Proposal

The Selection Committee shall reserve the right to evaluate the Envelope 4 (Four) or not. In the case that the Selection Committee will evaluate, only the other proposal proposed by the Bidder who passes the evaluation of Envelope 3 (Three) shall be evaluated before commencement of the negotiation process.

5. Location, date, time of purchase of Request for Proposal

Request for Proposal will be available for purchase from 25 January B.E. 2562 (2019) to 15 February B.E. 2562 (2019), 9.00 hrs. to 15.30 hrs. at CAT Telecom Public Company Limited, Administration Building 2, 1st Floor, Corner C, Procurement Department, 99 Chaengwatthana Rd. Lak Si, Bangkok 10210

For more information about the purchase of the Request of Proposal, please contact Tel: 02-104-4831 or E-mail. digitalpark@catttelecom.com

6. Location, date, time and method in raising comments, questions or clarifications regarding the Request for Proposal

6.1 In case the Bidder desires CAT Telecom Public Company Limited to explain about or make clarification on any matter related to the Request for Proposal, the Bidder shall submit questions in a written request in Thai via registered mail or email to digitalparkthailand@catttelecom.com from 18 February B.E. 2562 (2019) to 18 March B.E. 2562 (2019). After the said period, CAT Telecom Public Company Limited will provide all the entities that purchase the Request for Proposal with written clarification to all questions or queries at least 14 (Fourteen) calendar days prior to the proposal submission date.

6.2 Any communication whether it be verbal, presentation of information, or any clarification made by any staff or representative of CAT Telecom Public Company Limited shall not be binding on CAT Telecom Public Company Limited whatsoever. Material that is binding on CAT Telecom Public Company Limited must be issued in the name of CAT Telecom Public Company Limited only.

7. Due Diligence

CAT will let the Private Party conduct a Due Diligence and give access to information regarding the Project for 30 (Thirty) days, from 18 February B.E. 2562 (2019) to 18 March B.E. 2562 (2019) during operating hours at CAT Telecom Public Company Limited, 99 Chaengwatthana Rd. Lak Si, Bangkok 10210. The documents indicated information or detail related to the Project shall be prepared as CAT deem appropriate. In this regards, the Bidder shall comply with the due diligence protocol specified by CAT.

8. Proposals Submission and Opening

The bid submission date is scheduled to be on 24 April B.E. 2562 (2019), from 9.00 hrs. (Opening) to 12.30 hrs. (Closing), based on Thailand standard time (as advised by the Hydrographic Department, Royal Thai Navy), at bid submission room, Procurement Department, Corner C, 1st Floor, Administration Building 2, CAT Telecom Public Company Limited, 99 Chaengwatthana Rd. Lak Si, Bangkok 10210. The Bidder shall submit proposal to the Selection Committee, and/or the person appointed by the Selection Committee, in person or by the legally authorized person. Regarding this, the Power of Attorney shall be accompanied by all the supporting documents related to juristic person establishment, to show that the proxy is authorized to act on behalf of such juristic person, together with the copies of both the proxy's and the attorney-in-fact's identity cards or passports, true copies certified, and affixed with the stamp duty of the value defined under Thai law and the company's seal (if any).

9. Meeting to Present Envelope 2 (Two): Technical Proposal

CAT Telecom Public Company Limited will notify all bidders who pass the evaluation of Envelope 1 (One): General Qualification to present Envelope 2 (Two): Technical Proposal at the headquarters of CAT Public Company Limited, Chaengwattana Road, Thung Song Hong Sub-district, Laksi District, Bangkok on a date from 30 April B.E. 2562 (2019) to 7 May B.E. 2562 (2019), or on any other date, at any other time and venue as determined and notified to the Bidders in advance by CAT Telecom Public Company Limited.

The presentation on Envelope 2 (Two): Technical Proposal of the Bidder may be in any format, provided that the Bidder must present only the detail and points as proposed in Envelope 2 (Two): Technical Proposal. The Selection Committee of the Project shall reserve the right not to consider the proposal of any Bidder whose clarification and/or presentation on their proposal, by any means, causes any significant change in details and points in Envelope 2 (Two) of the Bidder.

10. Request for Proposal Fee

CAT will sell the first set of the Request for Proposal at a fee of 50,000 (Fifty Thousand) Baht, inclusive of VAT. The Bidders can purchase additional sets at a fee of 10,000 (One Thousand) Thai Baht per set, inclusive of VAT. The fee can be paid by cheque payable to the “CAT Telecom Public Company Limited”. The Bidders shall in no case request or claim a refund of this fee.

11. Bid Security

The proposal shall be accompanied by a bid security in the amount of 45 (Forty-Five) Million Baht. CAT will return the bid security to unsuccessful bidders within 15 (Fifteen) days from the decision date that the Policy Committee has approved the private selection result or 120 (One Hundred and Twenty) days from the date which the Selection Committee has the resolution on the successful bidder, depending on which occurs first. CAT will return the bid security to the successful bidder after the PPP agreement has been signed, providing the performance security has been successfully submitted in accordance with Clause 14.1.

In any case, the bid security shall be returned without interest.

The bid security will be confiscated under the following situation:

- (1) The Bidder withdraws during the proposal period.
Or
- (2) The Bidder refuses to accept any changes in information suggested by CAT.
Or
- (3) For a successful bidder, who refuses to do the following acts:
 - a) Sign the shareholders' agreement

Or

b) Submit the Performance Security in accordance with Clause 14

12. Bid Evaluation Fee

On the bid submission date, each bidder shall pay the bid evaluation fee to CAT in the amount of 50,000 Baht (Fifty Thousand Baht) inclusive of VAT by cheque payable to the “CAT Telecom Public Company Limited”. The Bidders shall in no case request or claim a refund of this fee.

13. PPP Contract Signing Fee

On the PPP Agreement signing date, the successful bidder shall pay the signing fee in the amount of 4,000,000 (Four Million) Baht, with 2,000,000 (Two Million) Baht by cheque payable to the “CAT Telecom Public Company Limited” and the other 2,000,000 (Two Million) Baht by cheque payable to “EEC Office”. The bidders shall in no case request or claim a refund of this fee.

14. Performance Security and the Bidder’s Indemnity Guarantee

14.1 Performance Security

On the PPP Agreement signing date, the successful bidder shall submit to CAT a performance security, issued by a bank, in the amount of 150 (One Hundred and Fifty) Million Baht as a guarantee for the Private Party performance under the PPP Agreement. Such performance security shall be valid from the date it is submitted to CAT until the end of the Project duration and shall be returned once the Private Party is relieved from its obligations under the PPP Agreement. CAT, in any case, will return the performance security to the Private Party without any interest.

Upon CAT’s request, the Private Party will be required to submit additional performance security to CAT or to return the same as the amount specified in this item, within the appropriate time from the date of the exercise of the right to claim by CAT.

14.2 The Bidder’s Indemnity Guarantee

On the PPP Agreement signing date, the Private Party shall submit to CAT all the letter of guarantee that are issued by its shareholders in order to guarantee for the damage incurred by the Private Party’s failure to comply with the PPP Agreement. Each shareholder shall state in the letter of guarantee that it shall be jointly and severally liable for the undertaking of the PPP Agreement with the other shareholders who issue other separate letters of guarantee, provided that the amount of such liable shall not exceed the maximum guarantee amount specified under such letter and the total value of the maximum guarantee amount of all letters of guarantee shall be equivalent to the total Project investment value specified in the Bidder’s proposal.

The letter of guarantee shall be valid from the effective date of the PPP Agreement until the end of the Project duration where the Private Party has completely performed and been released from its obligation under the PPP Agreement unless the Private Party raised fund in the capital market under the laws concerning securities and exchange including listing on stock exchange in Thailand or foreign country, fund raising through infrastructure fund or infrastructure trust excluding the case where fund raising is made through real estate investment trust (REIT), the letter of guarantee shall be ceased immediately.

In case of any change in the Private Party's shareholders or shareholding proportion prescribed under the PPP Agreement; if the letters of guarantee specified in Item 14.2 need to be modified to make them complied with such changes; the Private Party shall agree to such modifications of the letters of guarantee, based on the condition that, in CAT's point of view, after such modifications, the total value of the maximum guaranteed amounts combined for all the letters of guarantee shall be equivalent to the total investment cost of the Project specified under the Bidder's proposal.

In this regards, CAT shall reserve the right to edit or change condition or content in any part or all of the letter of guarantee in the case that there is any change in related laws.

15. Disclaimer

15.1 Rights reserved to cancel the bidding process

The Selection Committee reserves the right, at its absolute discretion, to cancel the Invitation to Tender, the bidding process and/or negotiation with the Bidder who qualifies for the threshold of envelope 3 (Three) and/or the Bidder who offer highest benefit sharing including the cases when the Cabinet or the Policy Committee disapprove of the results of the bidding process, the negotiation or the draft PPP Agreement; or in the event that the Envelope 3 (Three) -Qualified bidder fails to comply with the applicable laws of Thailand. In any case, the Bidders shall not claim any fees, expenses or damages incurred thereby from the Thai Government, Ministry of Digital Economy and Society, the Selection Committee, CAT, the EEC Office and any relevant authorities.

15.2 Rights reserved to amend the Request for Proposal

The Selection Committee reserves the right to change, amend or add details of the Request for Proposal, including the draft PPP Agreement, a request for proposal, attachment, amendment, addendum and any documents which have been issued for the purpose of revision from the invitation to bidder. This also included the case when changes are required in compliance with the resolutions of the Cabinet and/or the Policy Committee, the results of the bid evaluation and the negotiation between the selection committee and the qualified bidder, the examination result of the draft PPP Agreement,

the opinions and/or comments rendered by office of the attorney general, as well as the resolutions of the Policy Committee and the Cabinet resolution.

The Bidders shall not claim any fees, expenses or damages incurred thereby from Thai Government, Ministry of Digital Economy, the Selection Committee, CAT, the EEC Office and any relevant authorities.

15.3 Rights reserved to ask the Bidder for additional information

The Selection Committee reserves the right to ask the Bidder for additional information, on the condition that such asking shall not made significant change to the Bidder's proposal.

15.4 Rights reserved not to disqualify the Bidder who present details in the proposal in contrary, but not substantial, to the conditions specified in a request for proposal

In case the Bidder's proposal contains any part which is in contrary to the condition specified in a request for proposal, however, such difference is considered as insubstantial or minor error, the Selection Committee is entitled to not disqualify such bidder subject to the criteria prescribed by CAT and the Selection Committee provided that the Selection Committee is required to record all of the documents evaluation in written.

15.5 Right reserved to negotiate PPP agreement with more than one Bidder

The Selection Committee shall reserve the right to negotiate the draft PPP Agreement with more than one Bidder for the best benefit of the Project and government.

16. Setting Up A Special Purpose Vehicle (SPV) and Signing of the PPP Agreement

16.1 Setting Up A Special Purpose Vehicle (SPV)

- (1) Upon the Selection Committee of the Project negotiated with the successful bidder and CAT received the draft of PPP Agreement which the Office of The Attorney General consent with the result, CAT will propose the result of selection of the Private Party process, negotiation, and draft of PPP Agreement to EEC Office for further consideration of the Selection Committee.
- (2) Upon the of Policy Committee consent on the selection of the Private Party process, negotiation, and draft of PPP Agreement, the successful bidder shall set up a Thai registered SPV. By setting up the SPV, the purpose of the SPV shall be identified in order to allowing the SPV operate its business as specified in Item 1.4.
- (3) The SPV shall be the same entity with the Bidder who qualifies for the threshold of envelope 3 (Three) and negotiated the PPP Agreement. Such SPV must comprise of at least 1 (One) person/juristic member holding shares of the SPV for more than 25 (Twenty-Five) per cent of the total shares of the SPV. In addition, Thai persons/juristic persons of the SPV shall hold the total shares of the SPV at not less than 25

(Twenty-Five) per cent of total shares.. Moreover, the SPV's registered and paid-up capital shall be at not less than 150 (One Hundred Fifty) Million Baht on PPP Agreement signing date. However, the SPV must comply with Thai Laws and Regulations after signing the PPP Agreement.

16.2 Signing of PPP Agreement with CAT

Upon setting up of the SPV and the Policy Committee's consent on the selection of the Private Party process, negotiation, draft of PPP Agreement, the Public Sector, who is a legal entity appointed by the Policy Committee together with SPV, will sign PPP Agreement which has been consent by the Policy Committee within 30 (Thirty) days from the day that the Policy Committee consent on the selection of the Private Party process, negotiation, and draft of PPP Agreement.

In this regard, such newly registered SPV shall pay all fees or any stamp duties arises out of arranging PPP Agreement.

17. Required Documents for Purchase of the Request for Proposal

- 17.1 Power of attorney of tenderer authorizing the attorney for purchasing the RfP of the Digital Park Project, including company affidavit which has been issued not more than 3 months before the date of purchasing;
- 17.2 Copies of identification card/passport of both grantor and attorney; and
- 17.3 Cheque issued by the commercial bank payable to "CAT Telecom Public Company Limited" at the amount of THB 50,000 (inclusive of VAT).

Announced on 24 January B.E. 2562 (2019)

Colonel [Sanpachai Huvanandana]

Sanpachai Huvanandana
President of CAT Telecom Public Company Limited