



ANNOUNCEMENT
ON
REQUEST FOR EXPRESSION OF INTEREST ("REOI")
FOR
LNG SUPPLY VIA THAILAND'S EXISTING
MAP TA PHUT LNG RECEIVING TERMINAL

11th September 2020

I. Background Information

Electricity Generating Authority of Thailand (hereafter referred to as "EGAT"), established in 1969, is Thailand's leading state-owned power utility under the Kingdom's Ministry of Energy, and is responsible for electric power generation and transmission for the entire country as well as bulk electric energy sales. As the largest power producer in Thailand, EGAT owns and operates power plants across 50 sites, with a total installed capacity in 2019 of 15,130.83 MW. EGAT's generation assets include more than 7 GW of combined cycle gas-fired power plants.

EGAT has entered into a Terminal Use Agreement with PTT LNG (a wholly owned subsidiary of PTT) which grants EGAT 1.5 MTPA of regasification capacity in the Map Ta Phut LNG receiving terminal.

II. Introduction

This REOI seeks expressions of interest from technically competent entities who are interested to sell and deliver LNG to EGAT at the Map Ta Phut LNG receiving terminal.

This REOI is being issued for the purpose of identifying pre-qualified suppliers who may enter into Agreement(s) (i.e. a Master Sale and Purchase Agreement ("MSPA") and Confirmation Notice) for supply of LNG to EGAT.

Suppliers who are interested in responding to this REOI ("Interested Suppliers") shall submit an Expression of Interest ("EOI") in accordance with this REOI. EGAT intends to

subsequently issue a tender ("ITB") to pre-qualified suppliers in relation to the potential supply of LNG.

Interested Suppliers should note that any EOI which they submit pursuant to this REOI (if any) must be submitted by, and in respect of, the legal entity which the Interested Supplier intends to execute the MSPA, for the purpose of identification and pre-qualification of potential LNG suppliers by EGAT.

III. EGAT's LNG Requirements at Map Ta Phut LNG Receiving Terminal

EGAT is in a preparation process to import LNG for its own use, and a significant portion of EGAT's power plants' fuel needs will be met through direct LNG imports by EGAT.

Through this REOI, EGAT is seeking to identify suppliers who are qualified to supply LNG to meet a portion of EGAT's gas demand requirements ("**Pre-Qualified Suppliers**").

IV. Current Status of EGAT's LNG Import Plans

EGAT's power plants are connected to PTT's natural gas pipeline. EGAT entered into a Terminal Use Agreement ("**TUA**") with PTTLNG in 2019 which grants EGAT 1.5 MTPA of regasification capacity in the Map Ta Phut LNG receiving terminal.

V. Suppliers Pre-Qualification Requirement

Interested Suppliers are required to provide the following information to demonstrate their ability to adequately meet EGAT's LNG requirements.

i. LNG Supply Experience

Interested Suppliers shall have LNG supply experience in DES LNG sales for at least two (2) cargoes, with an LNG vessel size of at least one hundred and twenty seven thousand cubic metres (127,000m³) within the last twelve (12) months before the date of their EOI submission. Interested Suppliers shall at minimum provide EGAT with copies of B/L for such cargoes and/or any other supporting documents to substantiate their experience in LNG supply operations (including but not limited to details of the LNG vessel(s) size or quantity, the loading port, the port of discharge, the consignee/endorsee, consignor/shipper and the date of delivery to indicate such experience).

ii Ability to Meet LNG Quality Specifications

Interested Suppliers shall supply LNG that complies with EGAT's LNG quality specification requirements listed in Annex 1. Interested Suppliers shall provide

a written confirmation letter issued by their company of the quality specifications of LNG which may be supplied to EGAT.

The information outlined in items (i) and (ii) above, together with a copy of the Confidentiality Agreement as per the standard form in Annex 2 ("CA") which has been signed by the Interested Supplier without deviations, must be submitted no later than the date for EOI submission set out in this REOI (see section IX). Interested Suppliers who fail to provide information which demonstrates compliance with the items (i) and (ii) requirement to EGAT's satisfaction shall not be eligible to be registered as EGAT's Pre-Qualified Suppliers.

Except with respect to credit ratings (see section VIII), a Joint Venture or Consortium which is interested to submit an EOI shall be assessed by EGAT as one Interested Supplier. Accordingly, it is not necessary for each member of any such Joint Venture or Consortium to demonstrate individual compliance with the requirements of this REOI (other than in respect of credit requirements), provided that, when assessed as one Interested Supplier the Joint Venture or Consortium members together demonstrate compliance with the requirements of this REOI (including compliance with both of the requirements set out in items (i) and (ii) above).

The parties to the Joint Venture or the Consortium shall accept joint and several liability for performing all obligations under the EOI and the MSPA and Confirmation Notice.

It is noted that by the Cabinet Resolution dated 26th September 2017, PTT plc. will be allowed to participate in EGAT's tendering process.

VI. Other Requirements

i. Sources of Supply

Interested Suppliers are required to provide details of the proposed sources of LNG supply (if known, or otherwise the sources of LNG supply which may be available to the Interested Supplier) that could be used to meet EGAT's LNG requirements at the Map Ta Phut LNG receiving terminal. This will be examined more closely and further detail will be required to be provided in the next stage of the tender.

ii. Other Information

Any other information that an Interested Supplier considers that EGAT might find relevant or might assist EGAT to better understand the Interested Supplier's organization is welcomed.

VII. Selection of Suppliers and Procurement Process

The EOI will be used as a reference in EGAT's consideration for EGAT's Pre-Qualified Suppliers registration. Subsequently, upon reviewing all responses, EGAT will determine the list of the Pre-Qualified Suppliers who will qualify to receive the tender documents. For the avoidance of doubt, the tender documents will not be issued to any Interested Supplier who has not signed and returned a CA with its EOI as required by Section V above. The tender documents will include the form of the MSPA which the Pre-Qualified Suppliers must execute (without deviations) in order to be selected as the preferred bidder.

EGAT reserves the right at its sole discretion to amend this REOI at any time. This REOI or any EOI submitted by an Interested Supplier does not represent firm commitments from the parties to buy or sell LNG.

VIII. Additional Requirements

Interested Suppliers are to note the following requirements as per EGAT's regulations. EGAT will use the following eligibility criteria during the tendering stage in which all Pre-Qualified Suppliers who receive an ITB ("**Bidders**") will be required to provide supporting documents to evidence their compliance with these requirements.

- I. Bidder shall not be named in the List of Work Abandoners published by the Permanent Secretary, Ministry of Finance and/or in the Debarment List and/or in the List of Work Abandoners declared by EGAT.
- II. Bidder shall not be a "Jointly Interested Bidder" with other Bidders as from the date of EGAT's issuance of this enquiry. "**Jointly Interested Bidder**" means a natural person or juristic person who submits bid to EGAT for the supply of goods, lease, hire of work, or hire of consultant by way of selection, as the case may be, and who has an interest, either directly or indirectly, in the business of another natural person or juristic person whose bid is also submitted to EGAT in this bidding.
- III. Bidder shall not be the persons who under take any action as the "Obstruction of Fair Price Competition" for this enquiry. This is defined as any act which causes

the hindrance or obstruction or impeding the opportunity for fair price competition in the tendering of the bid to EGAT.

"Obstruction of Fair Price Competition" means any act committed by a Bidder or Bidders causing hindrance or obstruction or impeding the opportunity for fair price competition in the tendering of Bid to EGAT, whether done by collusion, or by granting, requesting, or agreeing to grant, demand, accept or agreeing to accept money or property or other benefit or by committing an act of violence or by threatening to commit an act of violence or presenting a false document or doing any act in bad faith, with the objective of acquiring benefit among the other Bidders or in order to give benefit to any specific Bidder so that such person will be entitled to enter into a contract with EGAT or in order to avoid fair price competition, or in order to take advantage to EGAT which not being usual business practices.

- IV. Bidder shall not either be EGAT's consultant or be involved in EGAT's consultancy company under this requirement, or have EGAT's personnel involved in their business as a shareholder having voting rights that can control their business, director, manager, officer, employee, agent or consultant except the ones who are officially ordered by EGAT to act or participate therein.
- V. Bidder shall meet other eligibilities (if any) during the tender stage.
- VI. Bidder shall demonstrate an adequate credit standing in order for EGAT to ascertain the supplier's ability to reliably deliver LNG. Accordingly, Bidder shall provide supporting documents which confirm that either:
 - a. the Bidder, or its parent, holds a credit rating of at least "BBB-" as determined by Standard and Poor's Ratings Group (or any successor thereto) or "Baa3" as determined by Moody's Investors Service, Inc. (or any successor thereto) or equivalent ratings of another rating agency of comparable standing which is effective until each cargo of LNG is delivered; or
 - b. the Bidder, or its parent, is a government-owned company or a state enterprise, owning the production plant and operating the natural gas business; or
 - c. If selected by EGAT as a Preferred Supplier under the ITB, the Bidder will provide a Standby Letter of Credit ("**SBLC**") provided by an international

bank which has a branch located in Thailand, or provided by an international bank and counter guaranteed by a local Thai bank, within the time and for the value as specified in ITB with a validity period which is effective until each cargo of LNG is delivered. Bidder will be required to provide details of the relevant international bank (and local Thai bank, if applicable), including contact details.

- VII. In the case of a Pre-Qualified Supplier that is a Joint Venture or Consortium, the Joint Venture or Consortium shall furnish, as part of its EOI, the Joint Venture / Consortium Agreement. The Joint Venture / Consortium Agreement must include provision to bind the partners to the Joint Venture or Consortium jointly and severally in relation to the EOI and to the MSPA and Confirmation Notice and to deliver LNG under such Joint Venture / Consortium, from the time of EOI submission until the fulfillment of the MSPA and Confirmation Notice.
- VIII. In the case of a Pre-Qualified Supplier that is a Joint Venture or Consortium, each member of such Joint Venture or Consortium shall provide one of the following documents;
- a. Documents confirming that the relevant member of the Joint Venture or Consortium, or its parent, holds a credit rating of at least "BBB-" as determined by Standard and Poor's Ratings Group (or any successor thereto) or "Baa3" as determined by Moody's Investors Service, Inc. (or any successor thereto) or equivalent which is effective until each cargo of LNG is delivered; or
 - b. Documents confirming that the relevant member of the Joint Venture or Consortium is a government-owned company or a state enterprise, owning the production plant and operating the natural gas business; or
 - c. If selected by EGAT as a Preferred Supplier under the ITB, the Joint Venture or Consortium will provide a Standby Letter of Credit ("**SBLC**") provided by an international bank which has a branch located in Thailand, or provided by an international bank and counter guaranteed by a local Thai bank, within the time and for the value as specified in ITB with a validity period which is effective until each cargo of LNG is delivered. Bidders will be required to provide details of the relevant international bank (and local Thai bank, if applicable), including contact details.

Failure by a Bidder to comply with items VI, VII, VIII above and any other requirements specified in the ITB shall result in disqualification of the entire proposal and their proposal shall be rejected as nonresponsive.

IX. Submission of EOI

If your organization is interested in this REOI, please submit your EOI in accordance with this REOI to Mrs. Mayudee Jotisuta, Chief, Customs and International Procurement Department – Fuel and Power Business Segment before 18:00 Bangkok Time on 25th September 2020, via email to cipd.f@egat.co.th

EGAT reserves the right to request more information from Interested Suppliers during and after the REOI process for the purposes of the EOI evaluation.

X. Others

EGAT will treat all responses to this REOI as confidential and commercially sensitive.

Suppliers should be aware that, as a state-owned entity, EGAT may be required to disclose certain elements of provided responses to Thailand's government, when requested.

Additionally, EGAT will disclose details of responses to this REOI to its legal, technical and commercial consultants that have executed confidentiality agreements with EGAT.



Annex 1 – LNG Quality Specifications

Component	Unit	Temperature	min	max
Methane	% mol	N/A	87.24	99.84
Nitrogen	% mol	N/A	0	1
Density @ 1 atm	kg/m ³	At Bubble Point (1 atm)	424.7	469.5
		At -160°C (ISO 6578:1991)	420.9	467.87

Impurities	Unit	Amount
Total Sulphur	mg/Nm ³	≤ 30
Hydrogen Sulphide	mg/Nm ³	≤ 5
Mercury	ng/Sm ³	≤ 50

Note : Normal Cubic Metre "or Nm³", means the quantity of Natural Gas which at zero (0) Degrees Celsius and at an absolute pressure of one hundred and one decimal three two five (101.325) kPa and when free of water vapour occupies the volume of one (1) Cubic Metre. Standard Cubic Metre "or Sm³", means the quantity of Natural Gas which at fifteen (15) Degrees Celsius and at an absolute pressure of one hundred and one decimal three two five (101.325) kPa and when free of water vapour occupies the volume of one (1) Cubic Metre.

Annex 2 – Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (the "**Agreement**") entered into as of [Month Day Year] (the "**Effective Date**") by and among:

- (A) [Company Name] a company organised and existing under the laws of [], having its principal office at [Company's Address] ("**Company Name**"); and
- (B) **Electricity Generating Authority of Thailand**, a state enterprise organised and existing under the laws of Thailand, having its principal office at 53 Moo 2 Charansanitwong Road, Bang Kruai, Nonthaburi 11130, Thailand ("**EGAT**").

Both [Company Name] and **EGAT** shall hereinafter be referred to individually as a **Party** and collectively as the **Parties**.

Whereas, [Company Name] and **EGAT** may both provide (as a "**Provider**") and receive (as a "**Recipient**") Confidential Information under this Agreement. The purpose of this Agreement is to protect certain Confidential Information received from the Provider, and to facilitate discussions among (i) Recipient, (ii) Provider, (iii) Representatives, (iv) Advisers and (v) Affiliate, concerning **EGAT's LNG Importation (the "Project")**.

Definitions

1. In this Agreement:

"Advisers" means professional advisers in relation to the Project, including, but not limited to, attorneys, accountants, partners, consultants, directors and employees of such advisers.

"Affiliate" means with respect to each Party respectively, any company or legal entity which

- (i) Controls either directly or indirectly the Party; or
- (ii) which is Controlled directly or indirectly by the Party; or
- (iii) which is directly or indirectly Controlled by a company or legal entity which directly or indirectly Controls the Party.

"Control" in the definition of Affiliate means where an entity in respect of a company, directly or indirectly holds more than fifty percent (50%) of the aggregate voting rights to shares or

stock or other securities or interest in that company or other legal entity or where a company directly or indirectly holds the legal control of management or decisional authority for the purpose of material decisions in the company, enterprise or other legal entity.

"Confidential Information" means confidential, proprietary, non-public information, however documented, relating to the Project (including but not limited to any documents, any information or any derivative materials derived in whole or in part from such information in relation to the Project, etc., as well as the copies of such documents, information or derivative materials), the Provider or its Representatives or Advisers or Affiliate has been made or may later make available to the Recipient or its Representatives or Advisers or Affiliate, whether prior to or after the execution of this Agreement, for the purpose in connection with the Project.

Notwithstanding Paragraph 1 of this Article, Confidential Information does *not* include information which:

- (i) is publicly available or becomes generally available to the public from public source or in the public domain (other than as a result of disclosure by the Recipient or its Representatives or Advisers or Affiliate contrary to their respective obligations of confidentiality in this Agreement); or
- (ii) becomes available to the Recipient from a source other than the Provider, the Provider's Representatives or Advisers or Affiliate, which source is not, so far as the Recipient is reasonably aware, bound by any obligation of confidentiality to the other Party in relation to such information; or
- (iii) is already in the lawful possession of the Recipient or its Representatives or Advisers or Affiliate prior to its receipt from the Provider, the Provider's Representatives or Advisers or Affiliates without violation of any confidentiality obligation; or
- (iv) is shown to have been independently developed by the Recipient without reliance on the Provider's Confidential Information;

"Representatives", in relation to any person, means its directors, limited partners, general partners, officers, employees, agents, consultants or other representatives, or individuals seconded to work for it.

Confidential Information

2. The Recipient shall:

- (a) at all times keep confidential all Confidential Information and not disclose it to anyone other than those individuals who (i) are Representatives or Advisers of the Recipient, or its Affiliate and (ii) need to know such information for the purposes of evaluating the Project and who are made aware of the obligations of confidentiality and have given similar undertaking of confidentiality; *provided however*, that the Recipient may disclose such Confidential Information if required by law, pursuant to a subpoena or order issued by a court of competent jurisdiction or by a governmental or administrative body, or pursuant to a requirement of any applicable regulatory authority, *provided further* that, to the extent permitted by law, the Recipient shall notify the Provider of the existence, terms and circumstances surrounding such a request so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement;
- (b) use the Confidential Information only for the purpose of the evaluation of the Project and not use it for any other purpose whatsoever and shall not permit the Confidential Information to go out of its possession or custody and control (other than as aforesaid);
- (c) protect the Confidential Information with not less than the standard of care with which the Recipient treats its own confidential information, and in no event less than reasonable care; and
- (d) in the event that it does not continue its engagement on the Project, within forty-five (45) days of receipt of written request from the Provider, return to the Provider or undertake that all of the original, copies and reproductions (in whatever form) of the Confidential Information in its possession, and in the possession of its Representatives and/or Advisers to whom the Confidential Information was disclosed, is promptly destroyed or erased, or cause to be destroyed or erased, *provided however*, that the Recipient shall not be required to return, destroy, erase or otherwise: (i) any internal notes, analyses, compilations, studies, interpretations or other documents prepared by the Recipient or its Representatives or Advisers or Affiliate using the Confidential Information; or (ii) information contained in electronic archives solely for the purposes of back-up of data.

No Waiver; Amendments

- 3. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no variation shall be effective, unless in

writing and signed by a director or legal representative of that Party on its behalf. This Agreement (including the provisions of any documentation incorporated herein by reference) embodies the entire understanding and agreement between the Parties with respect to the Confidential Information in relation to the Project and supersedes all prior understandings and agreements relating thereto. The terms of this Agreement, the rights and obligations hereunder and this written form clause may only be amended or modified by written agreement between the Parties.

Partial Invalidity/Remedies and Waivers

4. Without prejudice to any other provision hereof, if one or more provisions hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any Party to this Agreement, or if the Parties to this Agreement become aware of any omission hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such Party or Parties to this Agreement or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other Party or Parties hereto. Such invalid, illegal or unenforceable provision or such omission shall be replaced by the Parties hereto with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.

Term of Agreement

5. This Agreement shall be effective from the Effective Date and unless otherwise agreed by the Parties, this Agreement shall remain in full force and effect until the fourth anniversary of the Effective Date, following which this Agreement shall be subsequently extended automatically every two (2) years for consecutive two-year periods unless otherwise agreed by the Parties in writing.

Consummation of Transaction

6. This Agreement is not intended to, and does not, constitute an agreement, or impose any obligation, to consummate any transactions relating to the Project, to conduct or continue negotiations with respect to the Project, or to enter into definitive documentation concerning any transaction relating to the Project. Neither Party to this Agreement shall have any rights or obligations of any kind whatsoever with respect to any transaction relating to the Project by virtue of this Agreement or by virtue of any other written or oral expression by the Parties' respective Representatives or Advisers unless and until

definitive documentation concerning any transactions relating to the Project are executed and delivered by all Parties.

Equitable Relief

7. The Recipient agrees that monetary damages would not be a sufficient remedy for breach of this Agreement, and that in addition to all other remedies available at law or in equity, the Provider shall be entitled to seek equitable relief, including injunction and/or specific performance.

Dispute Resolution

8. Any and all claims, demands, causes of action, disputes, controversies, proceedings and other matters in question arising out of or in any way relating to this Agreement (including any question regarding its breach, existence, validity, interpretation or termination) which the Parties cannot resolve amicably, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force. The SIAC Rules are deemed to be incorporated by reference into this clause 8. The seat of the arbitration shall be Singapore. The number of arbitrators shall be three (3). Each Party shall nominate one (1) arbitrator. Within twenty (20) days of their appointment, the two (2) Party-nominated arbitrators shall nominate the third (3rd) arbitrator, who shall be the chairman of the tribunal and who shall be a lawyer with significant expertise in the energy sector, preferably in the LNG industry. The final award shall be rendered within twelve (12) months of the appointment of the chairman. The decision of the arbitrators shall be rendered in writing and delivered to the Parties. The proceedings shall be conducted in the English language. The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. A dispute shall be deemed to have arisen when a Party notifies the other Party in writing to that effect. The Recipient acknowledges that remedies at law may be inadequate to protect against breach of this Agreement. The arbitrators may therefore award both monetary and equitable relief, including injunctive relief and specific performance. The application for such measures or for the enforcement of such measures ordered by the arbitrators shall not be deemed an infringement or waiver of the Agreement to arbitrate and shall not affect the powers of the arbitrators. It is expressly agreed that the arbitrators shall have no authority to award special, indirect, consequential, exemplary or punitive damages, and the arbitrators shall certify in the

decision that no part of the award includes such damages. The arbitrators shall have the authority to determine the Party who shall bear the costs of such arbitration.

In disputes involving third parties, none of the Confidential Information disclosed to or developed by one Party, nor anything said by one Party during discussions between or among the Parties, can be used by another Party in any arbitration process unless obtained in a legally mandated manner.

Binding Nature; Rights of third parties; Costs

9. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement is intended solely for the benefit of the Parties and nothing in this Agreement should be construed to create any duty or liability to, or standard of care with reference to, any third party. Each Party shall bear its own costs in connection with this Agreement.

Applicable Laws

10. This Agreement shall be governed by and construed, interpreted and applied in accordance with the laws of England without regard to any conflict-of-law rules. Notwithstanding any provision in this Agreement to the contrary, no provision in this Agreement is intended or shall be construed to obligate a Party to perform any action or forbear a Party from performing any action, where such performance or forbearance would be in conflict with, or where compliance with such obligation would be prohibited or penalized under, the laws of any country which are applicable to such Party.

Counterparts

11. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement.

Notices

12. All Notices, consents, requests, and notifications authorized or required to be given in writing or by Notice under this Agreement shall be addressed to the Parties at the addresses or facsimile number set forth below, or to such other addresses or facsimile numbers which one Party specifies to the other Party by Notice. Such Notices shall be deemed to be given and received upon the earlier of: (a) actual receipt, (b) when sent by facsimile, the date and at the time sent, provided that the sending machine issues a

written confirmatory report that the message has been sent to the recipient's facsimile number, or (c) when sent by a recognized overnight courier service with charges prepaid, at the date and time of delivery confirmed in writing by the courier service.

(a) **[Company Name]**

Attention:

Telephone:

Facsimile:

Address:

(b) **Electricity Generating Authority of Thailand**

Attention: Director of Fuel Sourcing and Contract Management Division

Telephone: (66) 2436 6600

Facsimile: (66) 2436 6690

Address: 53 Moo 2 Charansanitwong Road, Bang Kruai, Nonthaburi
11130, Thailand

Signature Page to Follow

In witness whereof, the Parties have executed this Agreement by their respective authorized signatories effective as of the Effective Date.

[Company Name]

By: _____

Name:

Title:

Electricity Generating Authority of Thailand

By: _____

Name:

Title: Deputy Governor-Fuel

Date:

