



Invitation to Bid  
Public-Private Partnership for Operation and Maintenance (O&M) of the  
Intercity Motorway, Bang Khun Thian – Ban Phaeo Section (M82),  
under the Department of Highways

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1. Project Overview

1.1 Project Background

(1) The PPP Policy Committee's Resolution

At the Meeting No. 4/2565 held on August 19, 2022, the PPP Policy Committee approved in principle the implementation of the Intercity Motorway M82, Bang Khun Thian – Ban Phaeo Section, as a Public-Private Partnership (PPP) for operation and maintenance (O&M) services (Project).

(2) The Cabinet Resolution

At the meeting held on December 13, 2022, the cabinet resolved to approve the Ministry of Transport's proposal authorizing the Department of Highways (DOH) to proceed with the implementation of the Public-Private Partnership for Operation and Maintenance (O&M) of the Intercity Motorway, Bang Khun Thian – Ban Phaeo Section (M82), in line with the project principles approved by the PPP Policy Committee.

The project principles can be outlined in the following manner:

- The private party shall be responsible for the design, construction and installation of motorway system works and related facilities, including the traffic management and control systems, in accordance with the DOH's Requirements and standards. The scope also includes operation and maintenance (O&M) services for both public sector-executed and private sector-executed civil works. The private party shall operate the toll collection system, and manage motorway operations, with all toll revenues retained by the DOH.

- The Project adopts a closed-system design to ensure full control of access and support legal speed limits, applying distance-based toll collection with a fixed entry fee via the M-Flow System or another appropriate system.
- Ownerships of all constructed assets and toll revenues shall rest with the DOH.
- The private party will receive performance-based availability payments (AP) from the DOH, comprising:
  - Remuneration for the construction of motorway systems and related facilities, covering a minimum period of 10 years from the commercial operation commencement;
  - Remuneration for operation and maintenance services, covering 30 years from the commercial operation commencement.

The aggregate AP shall not exceed 11,340.28 million baht (at present value) , using a discount rate of 3% per annum.

### (3) Project Description

The Project comprises a 6-lane elevated motorway aligned along Highway 35 (Rama 2 Road), covering approximately 24.7 km — from Bang Khun Thian (at km. 11+959 of Highway 35) to Ban Phaeo District, Samut Sakhon Province (at km. 36+645 of Highway 35). It continues from the EXAT-operated Rama III – Dao Khanong – Western Bangkok Outer Ring Expressway. The design ensures full access control through a closed-system form, with distance-based toll collection implemented via the M-Flow system or another appropriate system.

Project entrances and exits are strategically located along the route to provide connectivity to major transportation networks, including Phanthai Norasing Toll Area, Maha Chai 1 Toll Area, Maha Chai 2 Toll Area, Samut Sakhon 1 Toll Area, Samut Sakhon 2 Toll Area and Ban Phaeo Toll Area, as well as an entrance/exit at the connection point to the EXAT's Rama III – Dao Khanong – Western Bangkok Outer Ring Expressway.

### (4) The DOH's Preparedness and Implementation

The Intercity Motorway M82, Bang Khun Thian – Ban Phaeo Section, is divided into 15 contracts as follows:

- Contracts 1 to 13: Civil Works Construction (Currently in Progress)
- Contract 14: Construction of Other Related Facilities (may consist of several subcontracts under the DOH supervision)
- Contract 15: The Public-Private Partnership for Operation and Maintenance (O&M) of the Intercity Motorway M82, Bang Khun Thian – Ban Phaeo Section

Procurement of the land and areas required for the implementation of the Works in Phase 1 and Phase 2 shall be undertaken by the DOH.

(5) Project Implementation Laws and Regulations

This Project is structured as a Public-Private Partnership (PPP) and is implemented under the authority of the Department of Highways (DOH), in accordance with the following laws and regulations:

- Highway Act, B.E. 2535 (1992)
- Act Regarding the Fixing of Tolls to be Levied on the Use of Highways and Bridges by Motor Vehicles, B.E. 2497 (1954);
- DOH's Regulations Prescribing the Toll Revenue, B.E. 2549 (2006)
- Public-Private Partnership Act, B.E. 2562 (2019)

A Selection Committee has been appointed under Section 36 of the Public-Private Partnership Act, B.E. 2562 (2019), to carry out the selection of a private entity to participate in the Project, as well as to negotiate and take any necessary actions related to project implementation.

## 1.2 Project Objectives

- (1) To alleviate the traffic congestion on Highway No. 35 (Rama II Road), particularly during morning and evening peak hours, which results from the expansion of urban areas and communities, as well as the presence of key facilities along both sides of the corridor, including schools and hospitals. This congestion causes delays and inconvenience in travel and transportation, leading to significant economic and social impacts on the provinces within the Project area.
- (2) To provide an additional primary route connecting southern Bangkok with the nearby provinces, namely, Samut Sakhon and Samut Songkhram. In the future, with the extension of the Project from Ban Phaeo to Pak Tho, it will connect with the

planned Nakhon Pathom – Cha-Am Intercity Motorway Project (M8). This connection will enhance direct access between Bangkok and the southern region, improving transport efficiency, safety, and convenience, while also supporting national logistics and economic development.

### 1.3 Scope of Works and Rights and Obligations

#### 1.3.1 Rights and Obligations of the DOH

- (1) The DOH has the exclusive right to receive tolls, including the penalty fees imposed on motorists deliberately evade toll payments or fail to comply with the highway police orders related to toll collection enforcement.
- (2) The DOH has the right to acquire ownership of motorway system works and other related facilities constructed by the private party.
- (3) The DOH shall grant rights to the private party, from the PPP contract signing date to the end of the contract period, or until the PPP contract is terminated for any reason, to undertake the design, construction, operation and maintenance of the Project.
- (4) The DOH shall hand over the construction site and the DOH's civil works to the private party and shall use its best efforts to comply with the handover schedule. In case that the DOH fails to hand over the construction site as scheduled, an extension of construction period shall only be allowed for the Works under Phase 1, based on the condition that such extension shall not cause the overall project duration to exceed thirty-two (32) years, from the date of commencement specified in the Notice to Proceed (NTP). In all cases, the private party shall not be entitled to claim any expenses or damages from the DOH.
- (5) The DOH shall remunerate the private party in the form of availability payments, for the construction of motorway system works and related facilities, as well as for operation and maintenance services, in Thai Baht, in accordance with the terms and conditions of the contract, from the project commencement date until the end of the contract period.
- (6) The DOH shall have other rights and obligations as prescribed in the PPP contract.

### 1.3.2 Rights and Obligations of the Private Party

- (1) The private party shall have the right to receive availability payment (AP), comprising remuneration for the construction of motorway system works and related facilities, as well as remuneration for operation and maintenance services.
- (2) The private party shall finance the implementation of:
  - Phase 1 Works: Design and Construction; and
  - Phase 2 Works: Operation and Maintenance.
- (3) The private party shall furnish to the DOH all the securities as required under the PPP contract.
- (4) The private party shall procure and maintain project insurance.
- (5) The private party shall transfer ownership of all system works, and related facilities constructed under the Project to the DOH.
- (6) The private party shall perform the following tasks, at its own expense:
  - (a) Works in Phase 1: Design and Construction

The private party's obligations and responsibilities are to design and construct motorway system works and other related facilities as well as carry out commissioning tests for all of them, in order to provide services to the general public, under the terms and conditions specified in the Request for Proposal (RFP) and the PPP contract, including:

- Motorway system works, such as toll collection system, traffic management and control system, data communication network system, power distribution system, etc.;
- Related facilities, such as environmental impact mitigation measures, landscaping, Central Control Building, O&M Center, O&M Unit, Toll Control Building, rescue unit, etc.;
- Any other works necessary to ensure that the motorway operation and maintenance services fulfill the Project objectives, including cooperation with the DOH when assigned relevant tasks.

(b) Works in Phase 2: Operation and Maintenance (O&M)

The private party shall be responsible for providing full operation and maintenance (O&M) services for the entire Project, including but not limited to:

- Operation and management of toll collection system to enable the DOH to receive toll revenues (transactions will be generated and submitted by the private party to the DOH to be used for tolls billing and collecting purpose)<sup>1</sup>
  - Ensuring motorists safety and convenience
  - Traffic management and control
  - Rescue operations
  - Supporting the DOH and other relevant authorities in traffic operations and law enforcement
  - Construction, improvement and maintenance of civil works, motorway system works, and related facilities
  - Procurement and maintenance of all the Project-related equipment and materials
  - Supporting the DOH in conducting O&M inspections throughout the contract period
  - Providing sufficient number of personnel with relevant knowledge and expertise to perform the duties specified in the DOH’s Requirements for the entire PPP contract period.
- (7) Throughout the PPP contract period, the private party shall implement a structured process for transferring technology and knowledge to the DOH. The private party shall support the DOH by providing data, technical expertise, and relevant personnel for conducting training programs, participating in meetings and seminars and serving as lecturers for the various types of activities held at the private party’s expense.
- (8) The private party shall employ as many Thai nationals as possible in various positions, including key technical roles, except in case where no Thai national is

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<sup>1</sup> This aligns with the project principles as per the Cabinet Resolution of December 13, 2022, referring to the urgent letter from the Secretariat of the Cabinet (Ref. No. Nor 0505/32306) dated December 16, 2022; the urgent memorandum from the DOH (Ref. No. Kor Kor 06005/3392) dated April 11, 2025; and the memorandum from the Ministry of Transport’s Strategy and Planning Division dated May 1, 2025; which serves as an addendum to the urgent memorandum from the Office of Transport and Traffic Policy and Planning (Ref. No. Kor Kor 0808.5/1092) dated April 28, 2025.

reasonably qualified to perform work requiring specialized expertise, in which case, foreign experts may be employed. However, the private party shall ensure that the relevant technology and knowledge are transferred to Thai personnel to replace the foreign experts within five (5) years from the commercial operation date.

- (9) The private party shall transfer ownership of the motorway system works back to the DOH on the date the PPP contract is terminated, regardless of the cause of termination.
- (10) The private party shall be responsible for the payment of all applicable taxes, duties, stamp duties, fees, license fees, and other expenses for which it is liable by the private party, except for land and building tax.
- (11) The private party shall obtain, maintain and renew all licenses required for Project operation, complete necessary registrations, and comply with all applicable laws.
- (12) The private party shall have other rights and obligations as prescribed in the PPP contract.

#### 1.4 The Period in Which the Private Party is Legally Bound to Perform the Obligations Required by the PPP Project

The project implementation period granted to the private party shall be thirty-two (32) years from the date of commencement defined in the Notice to Proceed (NTP), and is divided into two (2) phases as follows:

- (1) Phase 1 Works: Design and Construction – The duration of the Phase 1 Works shall not exceed two (2) years from the date of commencement defined in the NTP, unless an extension is granted by the DOH. The private party may commence commercial operation earlier if the design and construction are completed before the two-year period, subject to the conditions specified by the DOH. In the event that the private party fails to complete the works as planned, a penalty shall be imposed at the rates stipulated in the PPP contract.
- (2) Phase 2 Works: Operation and Maintenance Services. The duration of the Phase 2 Works shall not exceed thirty (30) years from the commercial operation date and shall not be extended, even if the private party completes the design and construction and commences commercial operation before the end of the two-year design and construction period.

## 2. Waiver of Immunity

Bidders shall not be entities entitled to privileges or immunity under Thai laws that would prevent them from being subject to the jurisdiction of Thai courts, except where the respective governments of such bidders formally waive such privileges or immunity.

## 3. Qualification of Bidders

3.1 The bidder, whether Thai or foreigner, shall submit a self-certification letter confirming that it is not a private entity or a person possessing any disqualifying characteristics as prescribed in the PPP Policy Committee's Notification on the Private Entities' Characteristics that are Regarded as Being Unsuitable for Investment in Public-Private Partnership Projects, B.E. 2562 (2019), including any amendments thereto. The bidder shall also demonstrate compliance with the all qualification requirements specified in the Instructions to Bidders.

### 3.2 General Qualifications

(1) A single juristic bidder and each member of the group bidder shall be a juristic person that has been registered for no less than three (3) years as of the bid submission date, subject to the following conditions:

- a. A single juristic bidder shall have a paid-up capital of at least Baht 400,000,000 (Four Hundred Million Baht Only).
- b. In the case of a group bidder, the combined paid-up capitals of all the members shall not be less than Baht 400,000,000 (Four Hundred Million Baht Only). A lead member shall be a Thai juristic person with a paid-up capital of at least Baht 200,000,000 (Two Hundred Million Baht Only), while each of other juristic members shall have a paid-up capital of at least Baht 100,000,000 (One Hundred Million Baht Only).

In the case of a group bidder composed of several juristic persons, at least one (1) Thai juristic member shall hold not less than thirty-five percent (35%) of the shares, and the total shareholding of all Thai juristic persons in the group shall not be less than fifty-one percent (51%) of the shares. Each juristic member shall hold at least ten percent (10%) of the shares.

Any foreign juristic person intending to submit a bid shall do so only as part of a group bidder combination with Thai juristic persons.

In the case that a juristic person has merged with another within the past three (3) years, the bidder shall submit financial statements of the merged entity that are consolidated and prepared as if the merger had taken place over the entire three-year period.

During the bid submission process, the group bidder shall appoint a Thai juristic person who possesses the above-stated qualifications as the lead member, responsible for submitting the bid and serving as the point of contact with the DOH on behalf of the group bidder.

- (2) In the case that a single juristic bidder is awarded as the successful bidder, such bidder shall have a paid-up capital of not less than Baht 400,000,000 (Four Hundred Million Baht Only) on the PPP contract signing date. The registered capital shall be maintained to ensure a maximum of Debt to Equity ratio (D/E) ratio of 3.0x throughout the contract period. There shall be no restriction on the bidder establishing a Special Purpose Vehicle (SPV), provided that a related letter of intent is submitted at the time of bid submission, in compliance with the same criteria and conditions as required for a group bidder stipulated in Clause 3.2 (3)
- (3) In the case that a group bidder is awarded as the successful bidder, it shall establish a Special Purpose Vehicle (SPV) for the purpose of entering into the PPP contract. The SPV shall have a paid-up capital of not less than Baht 400,000,000 (Four Hundred Million Baht Only) on the PPP contract signing date. The paid-up capital shall be maintained to ensure a maximum of Debt to Equity ratio (D/E) ratio of 3.0x throughout the contract period. Furthermore, all members of the successful bidder shall provide suretyship and/or guarantees for the performance of the newly established SPV, and the names, number of members and their shareholding proportions shall be maintained in the same manner as declared at the time of bid submission.
- (4) The Debt-to-Equity (D/E) ratios specified under Sub-Clauses 3.2(2) and 3.2(3) shall be calculated by dividing the total liabilities by shareholders' equity, based on the private party's audited annual financial statements. The private party shall submit CPA-certified financial statements to the DOH within the time period specified. In case where the private party prepares both consolidated and separate financial statements, the D/E ratio shall be calculated based on the consolidated financial statements.

### 3.3 Financial Qualifications

(1) A single juristic bidder and each member of the group bidder shall submit evidence of annual net worth (total assets minus total liabilities) of the past three (3) years, demonstrating a positive average value, along with the following supporting documents:

- Audited financial statement for the past three (3) years, certified by a licensed auditor; and
- Tax payment evidence for the past three (3) years for each Thai juristic member .

The calculation of the average net worth in foreign currency shall be based on the average selling exchange rate announced by the Bank of Thailand as of the closing date of the company's annual financial statement.

(2) The bidder shall present evidence of certification and confirmation of credit line support (line of credit), issued by a Thai commercial bank or a foreign bank with branches in Thailand, in an amount not less than Baht 1,000,000,000 (One Billion Baht Only).

### 3.4 Technical Qualifications, Experiences and Work Achievements

The bidder shall possess complete and relevant experience and work achievements, and shall submit documents and evidence illustrating its technical qualifications, relevant experiences and work achievements as follows:

(1) Experiences and Work Achievements in System Supply or Installation

The bidder shall have experience and work achievement in supplying or installing the toll road-related systems for the project that has been completed within the past twenty (20) years prior to the bid submission date. Such experience shall include:

- a. Toll Collection System, comprising an electronic toll system and all related components including power supply and data communication systems; and
- b. Traffic Management and Control System, including power supply and communication systems.

The systems supply or installation experience shall be demonstrated in one of the following formats:

- Single contract: A single contract that covers both systems (a) and (b), with system works value of not less than Baht 350,000,000 (Three Hundred and Fifty Million Baht Only) under the contract; or
- Multiple contracts: In case of multiple contracts, the bidder must demonstrate experience covering both systems (a) and (b), with a combined system works value of not less than Baht 350,000,000 (Three Hundred and Fifty Million Baht Only) for all the contracts. Each contract must contain either: System (a), with a system works value of not less than Baht 200,000,000 (Two Hundred Million Baht), or System (b), with a system works value of not less than Baht 150,000,000 (One Hundred and Fifty Million Baht Only).

The calculation of work values in foreign currencies shall be based on the average selling exchange rate announced by the Bank of Thailand as of the project completion date.

(2) Experiences and Work Achievements in Operation and Maintenance of Toll Road Projects

The bidder shall have experience and work achievement in operation and maintenance (O&M), which may include O&M activities carried out directly by the bidder or the management of such activities in a toll road project (acting as a Toll Road Operator). The experience shall, at least, include the operation and maintenance of toll collection systems and traffic management systems, with the following conditions:

- a. In the case an ongoing project, commercial operation must have been carried out continuously for a period of not less than three (3) years up to the bid submission date.
- b. In the case of a completed project, the contract must have been completed within the past three (3) years from the bid submission date, and the contract must have had a continuous period of commercial operation of not less than twenty (20) years.

(3) Experiences and Work Achievements in Roadway Maintenance

The bidder shall have experience and work achievement in roadway maintenance under direct contracts with Thai government agencies, with the following types of work:

- a. Maintenance or rehabilitation of roads, bridges, elevated roads or interchanges under a contract continuous duration of not less than ten (10) years, subject to the following conditions:
  - In the case of an ongoing project, commercial operation must have been carried out continuously for a period of not less than three (3) years up to the bid submission date; or
  - In the case of a completed project, the contract must have been completed within the past three (3) years from the bid submission date, and the contract must have had a continuous period of commercial operation of not less than ten (10) years.

Or;

- b. Construction, maintenance or rehabilitation of elevated roads, bridges or interchanges, which must have been fully completed as of the bid submission date, with a total combined value of not less than Baht 2,000,000,000 (Two Billion Baht). Each contract submitted under this criterion must have a minimum value of Baht 1,000,000,000 (One Billion Baht).

For any other works included in the relevant contract that fall under the categories specified above, only the value of civil works shall be taken into consideration, excluding the value of building construction.

The calculation of work values in foreign currencies shall be based on the average selling exchange rate announced by the Bank of Thailand as of the project completion date.

- 3.5 The consideration of the above experiences and work achievements submitted under Clause 3.4 shall be subject to the following conditions:
- (1) A group bidder may consolidate the experience and work achievements of their group members to form the overall experience and work achievements of the bidder. However, the experience and work achievements of individual members may not be aggregated merely to achieve full compliance with the requirements set forth in Clauses 3.4(1), 3.4(2), or 3.4(3). For example, a member possessing only a partial experience and work achievement under Clause 3.4(1) shall not combine it with the experience and work achievement of another member to fully satisfy the requirements of Clause 3.4(1).
  - (2) All the experiences and work achievements submitted under Sub-Clauses 3.4(1) and 3.4(3), (b) must be fully completed in accordance with the contractual conditions.
  - (3) The experiences and work achievements submitted under Sub-Clause 3.4(3) must have been performed within Thailand. Those submitted under Sub-Clause 3.4(1) and 3.4(2) may have been performed either in Thailand or abroad, provided that the projects are government-owned. In all cases, copies of the work completion certificate issued by the project owner, along with the relevant employment contract must be submitted
  - (4) The bidder may refer to its past experience and work achievements as a subcontractor to a private entity that had a contract with a public agency, provided that copies of the work completion certificate of the completed work, the employment contract issued by the private project owner, and the contract between the private entity and the public agency are submitted.
  - (5) In the case where the bidder performed the work as a member of a joint venture or consortium, the bidder's proportion of the work value must not be less than the specified minimum. In such cases, copies of the work completion certificate indicating the bidder's share of the work value and scope of responsibility, the employment contract issued by the project owner, and the joint venture or consortium agreement must be submitted.

- (6) The copies of work completion certificate, employment contract and joint venture/consortium agreement submitted as required in Sub-Clauses 3.5(2) to 3.5(5) shall clearly indicate the work values, scopes of responsibility, and implementation period. With respect to the employment contract and the joint venture or consortium agreement, only the relevant sections containing the above information may be submitted. Additional supporting documents may also be provided, if available, to verify that the submitted experience fully complies with the specified requirements.
- 3.6 The bidder must not have any characteristics or commit any actions that would give an advantage to any other bidder on the bid submission date, nor take any actions that would obstruct fair competition on the bid submission date. Furthermore, members of any group bidder (including partnering companies, parent companies or affiliates) shall not be members of any other group bidder in a manner that could result in unfairness in the selection process. Submission of bids shall be in compliance with the Act on the Offences Related to Government Agency Price Bidding, B.E. 2542 (1999).
- 3.7 The bidder, including all members of any group bidder, shall not be entitled to privileges or immunity from the jurisdiction of Thai courts that would prevent them from being subject to Thai legal proceedings, unless the government of such bidder, who holds such privileges or immunity, provides a written waiver explicitly relinquishing such privileges or immunity.
- 3.8 The bidder, including all members of the group bidder, shall truthfully disclose any lawsuits (in court) or disputes (in arbitration) arising from their work performance - whether related to completed or ongoing contracts- within the past five (5) years prior to the bid submission date. If it is found that the bidder or any member of the group bidder has been consistently subject to final judgments or arbitral awards against them, the DOH may reject the bid.
- 3.9 The bidder shall submit a certification letter confirming that it has not engaged, for the Project, any consultant who has a conflict of interest—whether direct or indirect—with the DOH. If it is subsequently found that such a consultant has been engaged, the DOH may reject the bid.

#### 4. Price of the Request for Proposal, Bid Evaluation Fee and Signing of the PPP Contract

4.1 The DOH shall sell the Request for Proposal (RFP) at a fee of Baht 500,000 (Five Hundred Thousand Baht Only), inclusive of VAT. Additional sets may be purchased at a fee of Baht 40,000 (Forty Thousand Baht Only) per set, inclusive of VAT. Payment may be made in cash or by a cashier's check to the "Off-Budgetary Fund, Department of Highways". The fee is strictly non-refundable. The bidder shall not request or claim, and the DOH shall not refund, the fee under any circumstances.

Only juristic persons whose names appear as RFP purchasers shall be eligible to submit a bid, subject to the following conditions:

- (1) In the case of a single juristic bidder, only the juristic person that purchased the RFP shall be eligible to submit a bid.
- (2) In the case of a group bidder, all members of the group bidder shall purchase the RFP to be eligible to submit a bid.

4.2 On the bid submission date, each bidder shall pay an evaluation fee to the DOH in the amount of Baht 1,000,000 (One Million Baht Only), either in cash or by a cashier's cheque payable to "Off-Budgetary Fund, Department of Highways". The fee is strictly non-refundable. The bidder shall not request or claim, and the DOH shall not refund, the fee under any circumstances.

4.3 On the PPP contract signing date, the Successful Bidder shall pay the signing fee to the DOH in the amount of Baht 10,000,000 (Ten Million Baht Only), either in cash or by a cashier's cheque payable to "Off-Budgetary Fund, Department of Highways". The fee is strictly non-refundable. The bidder shall not request or claim, and the DOH shall not refund, the fee under any circumstances.

#### 5. RFP Selling Date, Time and Place

The RFP shall be available for purchase every working day, from December 1 to 30, 2025, between 9.00 a.m. and 3.00 p.m., at the following address:

Building No. 19, Inter-City Motorway Division (2/F),  
The Department of Highways  
2/486 Si Ayutthaya Road, Thung Phaya Thai,  
Ratchathewi, Bangkok 10400.  
Telephone No. 66(2) 206 3789, Ext. 25503

## 6. Deadline for Bid Submission and Bid Opening

6.1 The bid submission date is scheduled to be on March 30, 2026, from 9.00 a.m. (opening) to 3.00 p.m. (closing), based on the DOH's official clock (in reference to Thailand standard time as announced by the Hydrographic Department, Royal Thai Navy). Bids shall be submitted to the Bid Acceptance Committee, appointed by the Selection Committee under Section 36 of the Public-Private Partnership Act, B.E. 2562 (2019), at the following address. No bid envelopes or supporting documents, as specified in the Request for Proposal, shall be accepted from any bidder after the submission deadline.

Submission Address:

Highway Traffic Operation Center (HTOC)  
The Department of Highways  
2/486 Si Ayutthaya Road, Thung Phaya Thai,  
Ratchathewi, Bangkok 10400  
Telephone No. 66(2) 206 3789, Ext. 25503

6.2 Bids shall be opened publicly in the presence of bidders or their authorized representatives on April 10, 2026 at 09:00 a.m., based on the DOH's official clock, at the bid submission venue. All bidders or their representatives are required to attend the bid opening. Any bidder or representative who fails to attend at the specified date and time shall be deemed to have waived the right to participate in the bid evaluation, and all of its submitted envelopes shall be returned unopened.

## 7. Bid Security

7.1 The bidder shall provide a bid security in the amount of Baht 300,000,000 (Three Hundred Million Baht Only), submitted together with its bid in one of the following forms:

- (1) Domestic Bank Guarantee: In case of a foreign juristic person, a bank guarantee shall be issued by a reputable foreign bank which has branches in Thailand; or
- (2) Thai Government Bonds or Thai State Enterprise Bonds.

Any Bank Guarantee issued as a bid security shall be valid for 28 (Twenty-Eight) days beyond the validity of the bid or any extended bid validity period as requested by the DOH.

- 7.2 The DOH shall return bid securities to unsuccessful bidders or guarantors within 10 (Ten) days from the date the Cabinet approves the bidding result, in accordance with Section 42 of the Public-Private Partnership Act, B.E. 2562 (2019), or after 120 (One Hundred and Twenty) days from the date the Selection Committee resolves to approve a selection of the successful bidder, whichever happens first. In any case, the bid security shall be returned without interest.

If the successful bidder fails to sign the PPP contract within the time specified by the DOH, the DOH shall immediately forfeit the bid security or demand payment from the issuer of the bid security. The DOH may also seek compensation for any additional damages (if any), and may consider listing such successful bidder on the official list of work abandoners.

- 7.3 The DOH shall return the bid security to the successful bidder once the bidder has signed the PPP contract and furnished the required performance security in accordance with the terms and conditions of the contract.

## 8. Performance Security

- 8.1 On the PPP contract signing date, the Successful Bidder (the private party) shall furnish to the DOH a performance security in the form of a bank guarantee issued by a bank with the qualifications prescribed in the PPP Policy Committee's Notification Regarding Details of the Draft Invitation to Bid, Draft RFP and Substance of the Draft PPP Contract, B.E. 2563 (2020), in the amount of Baht 600,000,000 (Six Hundred Million Baht Only). This performance security shall serve as a guarantee for the private party's obligations under the PPP contract. The DOH shall return the performance security to the private party only upon satisfaction of the following conditions: (1) the private party has completed the Phase 1 Works and the motorway is ready for operation, and the DOH has issued the Commissioning Certificate for commencement of full system operation and maintenance; and (2) the private party has submitted a new performance security as required under Clause 8.2 to replace the existing one.

- 8.2 Upon the DOH's issuance of a commissioning certificate or a substantial commissioning certificate to the private party, which is marking the commencement of Phase 2 Works, the private party shall furnish a new performance security in the form of a bank guarantee issued by a bank with the qualifications prescribed in the PPP Policy Committee's Notification Regarding Details of the Draft Invitation to Bid, Draft RFP and Substance of the Draft PPP Contract, B.E. 2563 (2020), in the amount of Baht

300,000,000 (Three Hundred Million Baht Only) to the DOH. This performance security shall serve as a guarantee for the private party's obligations under the PPP contract and shall be returned to the private party once it has been fully released from all obligations and liabilities under the PPP contract.

## 9. Preparation Of Bids and Bid Evaluation Criteria

The bid shall be completely and correctly prepared in accordance with the requirements of the RFP, and shall be separated into Four (4) envelopes as follows:

Envelope 1: Qualification Proposal

Envelope 2: Technical Proposal

Envelope 3: Investment and Availability Payment Proposal

Envelope 4: Other Proposals that May Benefit the DOH's Service and Operation.

Bid evaluation shall be performed in accordance with Clauses 9.1 to 9.5 below:

**9.1** For submission and acceptance of bids, the DOH shall first verify the correctness and completeness of the documents contained in the unsealed envelope, as prescribed in the RFP Volume 1 (Instructions to Bidders), which shall include:

- (1) Form of Bid
- (2) Power of Attorney
- (3) Bid Security
- (4) RFP-Purchasing Evidence
- (5) Acknowledgement of the RFP Addendum (if any)
- (6) Integrity Pact

If any of the required documents in the unsealed envelope are found to be incomplete or incorrect, the DOH shall reject and return all submitted documents to the bidder. In such case, the bidder shall not be entitled to claim any expenses or damages from the DOH.

### 9.2 Evaluation of Envelope 1: Qualification Proposal

Evaluation of Envelope 1 (Qualification Proposal) shall be conducted on a pass/fail basis, depending on the correctness, completeness and credibility of the documents submitted, in accordance with the requirements specified in Clause 3.

Bidders who pass this stage shall proceed to the next stage of evaluation, as outlined in Clause 9.3.

### 9.3 Evaluation of Envelope 2: Technical Proposal

Evaluation of Envelope 2 (Technical Proposal) shall conduct using percentage-based scoring system, based on the following criteria:

- |  |    |
|--|----|
| (1) Financial availability, support and capability   | 10 |
| (2) Past experience, work achievements and credibility   | 10 |
| (3) Organization structure and key personnel management capability   | 10 |
| (4) Technical approach and methodology for Phase 1 Works, and conformance with the requirements stated in the RFP. | 35 |
| (5) Technical approach and methodology for Phase 2 Works, and conformance with the requirements stated in the RFP. | 35 |

To pass the evaluation of Envelope 2, the bidder must obtain a minimum of 75% in each individual category and an overall minimum score of 80%. Any bidder failing to meet these thresholds shall be deemed to have failed this stage, and its Envelope 3 shall remain unopened.

### 9.4 Evaluation of Envelope 3: Investment and Availability Payment Proposal

Investment and Availability Payment Proposal –submitted in Envelope 3 – shall consist of the following:

- (1) Estimated Cost of Investment and Bill of Quantities: The total price quoted in numerals shall match the amount written in words. In case of any discrepancy, the amount in words shall prevail. The proposed price shall be a total sum inclusive of applicable taxes, duties, fees and other relevant expenses.
- (2) Business and Financial Plans: These shall be submitted to support the implementation of the Project.
- (3) Availability Payment: The present value (PV) of the availability payment requested by the bidder from the DOH shall be clearly stated.

All documents submitted in this envelope shall be complete and accurate. Any submission failing to meet these requirements shall be disqualified from further consideration.

The evaluation of this Investment and Availability Payment Proposal shall be based on the lowest present value (PV) of the availability payment that the bidder requested from the DOH.

#### 9.5 Bidders Ranking to Determine the Preferred Bidder

The Selection Committee shall consider the results of the evaluation of Envelope 3 to rank the bidders and identify the Preferred Bidder. The bidder proposing the lowest Availability Payment (AP), whose proposal has been verified for completeness and accuracy, shall be designated as “the Preferred Bidder”.

In the event that two or more bidders propose the same lowest APs, the Selection Committee shall use the scores from the evaluation of Envelope 2 to determine the ranking. The bidder with the highest total score shall be selected as the Preferred Bidder. If the scores remain equal, the tied bidders shall be required to prepare and resubmit Envelope 3. The new proposal must offer an availability payment (in present value terms) lower than that of the original submission. The bidder with the lowest revised AP shall then be selected as the Preferred Bidder. If the availability payments are still equal, the tied bidders shall be required to repeat the process under the same conditions until a Preferred Bidder is determined.

In the event that only one bidder submits a proposal, or several bidders submit proposals but, only one bid meets the requirements specified in the RFP, the Selection Committee reserves the right to consider such bidder as the Preferred Bidder if it is deemed to be in the public interest.

In the event that the Preferred Bidder fails to reach an agreement during negotiations or refuses to enter into the PPP contract within the time specified in the RFP, the Selection Committee reserves the right to consider the next highest-ranked bidder as the new Preferred Bidder.

#### 9.6 Evaluation of Envelope 4: Other Proposals that May Benefit the DOH’s Service and Operation.

The DOH reserves the right to consider or disregard Envelope 4. In the event that the DOH decides to proceed with the evaluation, only the Envelope 4 of the Preferred Bidder shall be taken into consideration.

**10. Clarification of Bidders**

To assist in the examination, evaluation and comparison of the bid, the Selection Committee may, at its discretion, request additional information from any bidder or ask for clarification of its bid. However, no modification to the substance of the bid shall be permitted.

**11. Language of Bids**

All correspondences during the bidding process shall only be made in Thai, while the bidder's proposal and other related documents shall be made in Thai and/or English. Any documents in the languages other than Thai or English shall be accompanied by certified Thai and/or English translations.

Certification of the Thai translation of any documents made in the languages other than Thai or English shall comply with the Ministry of Foreign Affairs' Regulations on Legalization of Documents, B.E. 2539 (1996).

The English translation of any documents made in the languages other than Thai or English shall be certified by the authorized person of the Foreign Ministry or a licensed notary public or any authorized agency of the country concerned that such translation is true and correct and certified by the Royal Thai Embassy or Consulate of the country concerned that the signatures of the authorized person of the Foreign Ministry or a licensed notary public or any authorized agency of the country concerned are genuine.

In case of any discrepancy between the Thai and English versions, the Thai version shall prevail.

**12. Rights Reserved**

**12.1** The DOH reserves the right to change, amend, supplement, or cancel the invitation to bid, or the RFP, or to cancel the bidding process altogether without selecting any bidder. The DOH also reserves the right not to select the Preferred Bidder or the bidder offering the lowest availability. In such cases, the bidders shall have no right to claim any fees, expenses, or damages from the DOH, the Ministry of Transport, the Selection Committee, the Thai Government, or any other relevant public authorities.

**12.2** The DOH reserves the right to change, amend, or supplement any details in the RFP, including shortening or extending the selection period. Bidders shall have no right to claim any fees, expenses, or damages from the DOH, the Ministry of Transport, the Selection Committee, the Thai Government and other relevant public authorities.

- 12.3 The Selection Committee reserves the right to negotiate the draft PPP contract with the Successful Bidder in order to achieve the maximum interests of the nation.
- 12.4 The DOH reserves the right to change, amend, or supplement the draft PPP contract to ensure consistency with the bid evaluation result and the negotiation agreement between the Selection Committee and the Successful Bidder. This also includes any comments and/or results of the review of the draft PPP contract (if any) by the Office of the Attorney General and any relevant Cabinet Resolutions.

Announced on November 24, 2025

*Piyapong J.*

(Mr. Piyapong Jiwattanakulpaisarn)

Director General

Department of Highways

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Note: This English translation is for reference purposes only, and it is not an officially legally definitive translation of the original Thai texts. In the event a difference arises regarding the meaning herein, the original Thai version shall prevail as the official authoritative version.