



PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN THAILAND

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>PPPs in Thailand are regulated by the Private Investment in State Undertaking Act, 2013 B.E. 2556 (“PISU Act”), stating in its section 7 that it applies to “private investments in state undertakings except for concessions under the law on petroleum and mining concessions under the law on minerals.”</p> <p>Several notifications provide details on this text, in particular</p> <p>(i) the Notification of the Private Investments in State Undertakings Policy Committee Re: Required Details in a Project Agency’s Project Appraisal Report B.E. 2557 (2014), hereinafter the “Project Appraisal Notification”</p> <p>(ii) the Details of invitation notice, document of proposal for investment participation, method for announcing the invitation, selection methods of the selection committee prescription of bidding security and performance security, B.E. 2558 (2015) dated 30 January 2015, hereinafter the “Details of invitation notice”</p> <p>(iii) the Notification of the Public-Private Partnership in State Undertaking Policy Board Re: Strategic Plan for Public-Private Partnership in State Undertaking B.E. 2558-2562 (2015-2019), hereinafter the “Strategic Plan for PPPs”</p> <p>(iv) the Announcement of the Office of State Enterprise Policy Board Re: Standard Provisions of an Investment Partnership Contract B.E. 2558 (2015), hereinafter the “Standard Provisions “ and</p> <p>(v) the Announcement of the Public-Private Partnership in State Undertaking Policy Board Re: Characteristics of Amendment to Investment Partnership Contract in Material Content B.E. 2558 (2015), hereinafter the “Amendment to Contract Announcement”.</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	http://www.ppp.sepo.go.th/assets/document/file/1268_File.pdf
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs	Yes

that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	
Please describe:	<p>Thailand has recently enacted Rules and Procedures for Private Investment in Projects with a Value of less than the Amount Prescribed in Section 23 of the Private Investments in State Undertakings Act B.E. 2556 (2013), B.E. 2559 (2016), which outline rules and procedures for an approval of an investment project depending on its value. The document divides all projects into a small project, a medium project and a large project, and outlines approval procedures for each project value.</p>
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	<p>Yes</p>
Please describe:	<p>1. The Thai government intends to speed up the PPP process in the EEC Eastern Economic Corridor, in the three Eastern provinces of Thailand. The EEC Act should be announced in October 2018 and the PPP process might be reduced to three months.</p> <p>2. In the late of 2016, the State Enterprise Policy Office gave an interview to the public that they will propose the amendment of PISU Act in 2017 to reduce obstacles for the private sector to participate in the PISU Act such as to amend the definition of the business which will be regulated under the PISU Act. Some other areas of possible amendments pertain to composition of selection and monitoring committees and project monitoring mechanisms.</p>
3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>n/a</p>
3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>n/a</p>
3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.	<p>No</p>

If yes, please provide the relevant legal/regulatory provisions:	n/a
3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?	No
If yes, please specify and provide the relevant legal/regulatory provision (if any):	n/a
5. Please identify the PPP procuring authorities in Thailand and provide their website(s) (if available):	According to Section 4 of the PISU Act, a government agency, state enterprise or other state agency or a local administrative organization can act as procuring authorities, either on their own or collectively. http://www.ppp.sepo.go.th/ppp/
6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	Yes
If yes, please indicate its name, and its website (if available):	State Enterprise Policy Office (SEPO) http://www.ppp.sepo.go.th/ppp/index.php
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	Yes
6.2 PPP capacity building for other public authorities.	Yes

6.3 PPP promotion among the public and/or private sectors in national and international forums.	Yes
6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	No
6.6 Revision of fiscal risks born by the Government.	No
6.7 Consultation with affected communities on potential impact of PPP projects.	No
6.8 Approval of PPP projects.	Yes
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	No
6.11 Other	No
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	<p>Section 18 of the Private Investments in State Undertakings Act B.E. 2556 (2013):</p> <p>The State Enterprise Policy Office shall be responsible for the secretarial tasks of the Committee and shall have the following powers and duties: (1) to prepare a draft Strategic Plan for submission to the Committee; (2) to study and analyze projects and submit opinions to the Committee for consideration and approval; (3) to prepare draft monetary or fiscal measures or approaches for supporting private investments in state undertakings for submission to the Committee; (4) to submit opinions to the Committee in the case of a nonapplication of the selection by bidding process under section 38; (5) to prepare draft rules and procedures for private investment in state undertakings in projects having a lesser value than the amount stated in section 23 for submission to the Committee pursuant to section 58; (6) to engage in technical collaboration, research and development with state agencies, research and development agencies and private agencies, both domestic and foreign, which performs duties pertaining to private investment in state undertakings and to arrange for the development of personnel competencies in state agencies to ensure knowledge and expertise for the efficient compliance of this Act; 10 STATE ENTERPRISE POLICY OFFICE Remark: Reference to Thai legislation in any jurisdiction shall be made to the Thai version only. This translation has been made so as to establish correct understanding about this Act to foreigners. (7) to study, research and prepare a database relating to private investment in state enterprises for dissemination, provision of education and advice to state agencies and the general public in order to promote and build an understanding of private investments in state undertakings; (8) to consider and determine approaches relating to the implementation of this Act; (9) to report problems and obstacles arising from the implementation of this Act to the Committee; (10)</p>

	to perform other duties provided by this Act or other law as the powers and duties of the Office or as entrusted by the Council of Ministers, Minister or Committee.
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).	n/a
Accounting and reporting according to other international standard (e.g. European System of Accounts).	n/a

Please specify:	n/a
Other.	n/a
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	Yes
If yes, please specify the relevant authority	The Council of Ministers, the Responsible Minister, the Private Investments in State Undertakings Policy Committee (the “Committee”) and the State Enterprise Policy Office ‘SEPO’ (the “Office”)
and provide the relevant legal/regulatory provisions (if any):	<p>Section 26 of PISU Act: A host agency shall submit the project appraisal report to the Responsible Minister for consideration and approval. The consideration must be completed within sixty days as from the receipt of the proposal from the host agency. Thereafter, the host agency shall submit the matter to the Office.</p> <p>Within thirty days from the receipt of the project appraisal report, the Office may request the host agency to amend or revise details of the project or submit additional relevant documents, and if such action necessitates a corresponding amendment or revision of the project appraisal report, the host agency shall concurrently make the amendment or revision and submit the same to the Responsible Minister for reconsideration and re-approval. In this case, the host agency shall submit the project appraisal report to the Office within the period prescribed by the Office.</p> <p>Section 26 of PISU Act: Upon receiving a project appraisal report and all the relevant documents, the Office shall take the following action: (1) if the Office concurs with the project, the project shall be submitted to the Committee for consideration and approval in principle.</p> <p>Section 28. If a project requires an expenditure of state budget or agency budget, or incurrence of debts by way of a loan or guarantee of the Ministry of Finance for funding the project, upon the Committee’s grant of approval in principle of the project, the project shall be submitted to the Council of Ministers for approval of the project as well as the expenditure limit or project debt limit. The Council of Minister’s approval shall be deemed as an approval under the relevant provisions of the law on budgetary procedures, law on national social and economic development or law on public debt management, as the case may be.</p>
9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP	Yes

project before signing the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Section 41 of the PISU Act provides that upon receiving the opinion and documents as well as a draft investment contract, the Responsible Minister shall give an opinion on the entire matter and submit the same to the Council of Ministers for consideration within thirty days.</p> <p>Section 42. After examining the private entity selection result, public monetary and fiscal obligations, draft investment contract reviewed by the Office of the Attorney-General, as well as the opinion of the Responsible Minister, if the Council of Ministers disagrees with the proposal, the matter shall be returned to the Responsible Minister who shall notify the selection committee reconsideration.</p> <p>Section 40 and section 41 shall apply mutatis mutandis. The outcome of the revision shall then be submitted to the Council of Ministers for decision. Upon the Council of Minister’s approval of the private entity selection result and draft investment contract, the host agency shall proceed to sign the investment contract with the private entity selected for investment. (PISU Act)</p>
10. Does the procuring authority use transaction advisors during the PPP project cycle?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Private Investment in State Undertaking Act, 2013 B.E. 2556 (“PISU Act”) Section 25: A host agency must hire a consultant for preparing a project appraisal report and the consultant must prepare an independent report containing the details prescribed by the Committee under section 24 as well as other essential substances as deemed appropriate by the consultant. The host agency shall also submit the consultant’s report for consideration pursuant to section 26. The qualifications and disqualifications of a consultant shall be as prescribed by Notification of the Committee. The Office shall provide a list of consultants who have the qualifications and do not have the disqualifications under paragraph two in accordance with rules and procedures prescribed by the Minister.</p>
11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term	<p>Yes</p>

budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	Section 19 of the PISU Act states that there shall be a Strategic Plan for Private Investments in State Undertakings which is consistent with the provisions on directive principles for fundamental state policies under the Constitution of the Kingdom of Thailand and the National Economic and Social Development Plan. The Strategic Plan of PPPs B.E. 2558-2562 has already been issued in 2015 and is being currently revised.
The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	No
If yes, please elaborate:	n/a
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a
11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?	Yes
If yes, please specify:	It appears the prioritization is done in practice.
If no, please elaborate:	n/a
12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic	Yes

analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	
Relevant legal/regulatory provision (if any)	<p>In application of Section 6 of the PISU (2013) Act, a private investment in state undertaking shall have regard to the following principles: (3) social and economic benefits generated by the project.</p> <p>Furthermore, Section 24 of the PISU Act mentions: When proposing a project, the host agency must submit a project appraisal report containing the details prescribed by Notification of the Committee. The Notification under paragraph one must at least contain the following details: (1) rationale, necessity and benefits of the project, including consistency with the Strategic Plan; (5) impact of the project;</p>
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	<p>According to clause 3 of the Project Appraisal Notification, a project appraisal report submitted by a project agency must contain the following details: (1) rationale, necessity, benefits of the project and technical suitability, including details of the project which indicate consistency with the Strategic Plan, consistency with the country's economic and social conditions, consistency with other projects in the same field and other fields, and readiness of the agency; [...]</p> <p>(6) impact of the project which includes both the direct and indirect impact of project implementation, as well as means of preventing, mitigating or remedying such impact, for example:</p> <p>(a) impact on the environment and communities as well as public users of the services, wherein the approaches for preparing and reporting the assessment of environmental impact shall also be shown, and in the case of a project which has a potentially serious impact on the environment, natural resources and health of a community, the approaches for preparing and reporting the assessment of public health impact on the community shall also be shown, as provided by law;</p> <p>(b) impact on national politics and security;</p> <p>(c) long-term impact on the operations of the project agency, e.g. financial standing, administration, organization and personnel and long-term operational plan;</p> <p>(d) compliance with laws, regulations, rules other than the Private Investments in State Undertakings (PISU) Act B.E. 2556 (2013);</p>
Is the assessment done in practice?	No
Details:	n/a
12.2. Affordability assessment, including the identification of the required long term public	Yes

commitments (explicit and implicit, direct and contingent liabilities)	
Relevant legal/regulatory provision (if any)	<p>According to Section 24 of the PISU Act, when proposing a project, the host agency must submit a project appraisal report containing the details prescribed by Notification of the Committee.</p> <p>The Notification under paragraph one must at least contain the following details:</p> <p>(2) implementation cost; in the case of a project which is partly funded by the state budget, the required state budget for the entire duration of the project shall also be stated;</p> <p>(7) in the case where a host agency intends to fund the project from the agency budget, the study shall also show the agency's financial standing, source of funding, overall budgetary obligation committed to other projects and the ability to obtain funding for the project without affecting the overall financial standing of the agency.</p> <p>Clause 3 of the Project Appraisal Notification states that a project appraisal report submitted by a project agency must contain the following details: (2) implementation cost, with comments relating to the stages and suitable time periods for project implementation, and in the case of a project which is partly funded by the state budget, the state budget or the state budget necessary for the entire duration of the project shall also be stated.</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	Affordability is not systematically assessed for PPP projects.
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	According to Section 24 of the PISU Act, when proposing a project, the host agency must submit a project appraisal report containing the details prescribed by Notification of the Committee. The Notification under paragraph one must at least contain the following details: (6) related risks and approaches for managing the risks of the project.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	Risks are not always identified and allocated before launching a PPP project.
12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to	Yes

other procurement alternatives (i.e. value for money analysis, public sector comparator)	
Relevant legal/regulatory provision (if any)	As per Section 24 of the PISU Act, when proposing a project, the host agency must submit a project appraisal report containing the details prescribed by Notification of the Committee. The Notification under paragraph one must at least contain the following details: (3) comparison of the cost and value for money between the use of state budget or agency's budget and private investment; (4) alternative forms of private investment, including interests and readiness of the private sector in each form of investment;
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	Comparative assessment is not always undertaken for PPP projects.
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	As per Section 24 of the PISU Act, when proposing a project, the host agency must submit a project appraisal report containing the details prescribed by Notification of the Committee. The Notification under paragraph one must at least contain the following details: (2) implementation cost; (3) comparison of the cost and value for money between the use of state budget or agency's budget and private investment; It is also required an estimate of various forms of returns, which must at least show the financial and economic rates of return (Project Appraisal Notification, Clause 3 (3)).
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	Financial viability of PPP projects is not systematically assessed.
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	According to Section 24 of the PISU Act, when proposing a project, the host agency must submit a project appraisal report containing the details prescribed by Notification of the Committee. The Notification under paragraph one must at least contain the following details: (4) alternative forms of private investment, including interests and readiness of the private sector in each

	<p>form of investment</p> <p>Clause 3 of the Project Appraisal Notification states that a project appraisal report submitted by a project agency must contain the following details: (5) alternative forms of private investment, including interests and readiness of the private sector in each form of investment</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	Market's appetite for the PPP project is not always assessed.
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	According to clause 3 of the Project Appraisal Notification, a project appraisal report submitted by a host agency must contain the following details: (6) impact of the project which includes both the direct and indirect impact of project implementation, as well as means of preventing, mitigating or remedying such impact, for example: (a) impact on the environment and communities as well as public users of the services, wherein the approaches for preparing and reporting the assessment of environmental impact shall also be shown, and in the case of a project which has a potentially serious impact on the environment, natural resources and health of a community, the approaches for preparing and reporting the assessment of public health impact on the community shall also be shown, as provided by law.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	Environmental impacts are not always evaluated for PPP projects.
12.8. Consultation process with affected communities on potential impact of the PPP project	Yes
Relevant legal/regulatory provision (if any)	According to clause 3 of the Project Appraisal Notification, a project appraisal report submitted by a host agency must contain the following details: (7) the result of public hearing in accordance with the Regulations of the Office of the Prime Minister on Public Hearing Process B.E. 2548 (2005).
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	The Public Hearing Process is not always undertaken.

13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and specify which of the assessments are included in the request for proposals and/or tender documents:	n/a
13.1. Are the assessments published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a
please specify which of the assessments are published online:	n/a
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate	n/a
14.1. Are the tender documents published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and please specify the website:	n/a
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a

16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.4. Obtaining the required land: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No

To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Section 35 of the PISU Act, a host agency shall appoint a selection committee consisting of a representative of the host agency as chairman, a representative of the Bureau of the Budget, a representative of the State Enterprise Policy Office (SEPO), a representative of the Office of the Attorney-General and not more than four qualified persons as members and there shall be a representative of the host agency as a member and secretary.</p> <p>A qualified member under paragraph one, Section 35 must be a person who possesses knowledge, expertise and experience which would be directly beneficial to the consideration of the project and must have the qualifications and not have the disqualifications under Section 10.</p> <p>Section 10, PISU Act: A Qualified Member under section 8 must have Thai nationality and not have the following disqualifications:</p> <ol style="list-style-type: none"> (1) being an incompetent or quasi-incompetent person; (2) being a bankrupt or having been a dishonest bankrupt; (3) having been sentenced to imprisonment by a final judgment, except for an offence committed negligently or a minor offence; (4) having been adjudged or ordered by a court to vest assets in the state due to unusual wealth or an unusual increase in assets; (5) having been expelled, discharged or dismissed from the government service, state agency or state enterprise, or from a private agency due to a dishonest performance of duty;

	<p>(6) being or having been a member of the House of Representatives, senator, local councilor, local executive officer or holder of other political office, except where a period of not less than one year has lapsed since the vacation of office;</p> <p>(7) being or having been a holder of a position in a political party, except where a period of not less than one year has lapsed since the vacation of office;</p> <p>(8) being a person who is serving a ban from political office or has been removed or dismissed from office by a resolution of the Senate.</p>
The bid evaluation committee members require sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members are not required to have any specific qualifications.	No
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	The Details of invitation notice Notification (Clause 6) require a public procurement notice to be published at the office of the procuring authority, announced via radio or television broadcast and published in at least one local newspaper which are sold nationwide.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	The notice will be published on the website of the relevant procuring authority and under the link: http://www.ppp.sepo.go.th
20. Are foreign companies prohibited from participating in the bidding process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 8 of the Foreign Business Act outlines the nature and type of businesses, where the investment/bidding by foreigners is restricted. Participation in the businesses related to national safety or security, businesses having impacts on arts, culture, traditions, customs and folklore, or with impact on natural resources or the environment is allowed only upon obtaining a permission from the Minister with the approval of the Council of Ministers. Foreign participation in the businesses, where Thai nationals are not yet ready to compete with foreigners, requires obtaining a permission from the Director-General with the approval of the Commission.
21. In a case comparable to the case study assumptions,	Yes

does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Clause 6 of the Details of Invitation Notice Notification requires that a host agency shall publish details of invitation notice not less than 60 days prior the open date for receiving the offer.
and the time in calendar days:	60
22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	No regulatory basis
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.4. Competitive dialogue: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Section 38 of PISU Act states that, if the host procuring agency and the selection committee are in agreement on the private partner candidate, the selection by bidding is inappropriate. In this case, a private partner submits a bid to the procuring authority for consideration. If the procuring authority concurs, the matter shall be submitted to the Committee for approval.

22.7 Other. Specify:	No
Available	n/a
Default	n/a
Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Clause 4 Details of Invitation Notice Notification provides requirements to be included in details of an invitation notice including stages of the procurement process.
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory framework
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	Contributors indicate that not all the bidders have equal access to information. For example, foreign bidders do not always have equal access to information as domestic bidders do.
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority	n/a

disclose those questions and clarifications to all potential bidders?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Clause 5(5) of the Details of Invitation Notice Notification requires the potential bidders to present business model and financial model with their proposal.
If no, please elaborate:	n/a
26. Does the procuring authority evaluate the	Yes

proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Clause 15 (4) of the Details of Invitation Notice Notification, the procuring authority shall evaluate the bidder in accordance with the criteria stated in the tender documents.
Evaluation criteria is not set in the tender documents	No
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	No
Please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	Yes
Please provide the relevant legal/regulatory provisions (if any):	Pursuant to Section 39 of the PISU Act, it is at the discretion of the tender evaluation committee whether to award the bid to the sole bidder in the cases when only one bidder participates in the tender, or there are several bidders but only one bidder meets the requirements listed in the tender documents.
The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	No
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	No regulatory basis

28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	Website of the relevant procuring authority.
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
30.1. Is the standstill period set out in the notice of intention to award?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

31.1. Based on your experience, is it always the case that this restriction is respected in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Section 9 of the Official Information Act, B.E. 2540 (1997), state agency shall make available at least the following official information for public inspection in accordance with the rules and procedure prescribed by the Board: (6) a concession contract, agreement of a monopolistic nature or joint venture agreement with a private individual for the provision of public services (...) Further, the same article provides that a person, whether interested in the matter concerned or not, has the right to inspect or obtain a copy or a certified copy of the information under paragraph one. In an appropriate case, a State agency may, with the approval of the Board, lay down the rules on the collection of fees therefor. For this purpose, regard shall also be had to the making of concession given to persons with low incomes, unless otherwise provided by specific law.
32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes	Yes
Publication of the full PPP contract without including all its annexes and appendixes	No
Publication of a summary of the PPP contract without publishing the full PPP contract	No
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	No
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	No
32.2. If yes, is it published online?	Yes
If yes, please specify the website:	Relevant website of the procuring authority.
32.3. If yes, does the procuring authority also	Yes

publish any subsequent amendment made to the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Section 43 of the PISU Act, upon signing the investment contract, the Responsible Minister shall appoint a supervisory committee consisting of a representative of the Responsible Ministry who is an official of the Responsible Ministry holding a higher level executive office, not being the host agency, as the chairman, a representative of the Office of the State Enterprise Policy Office, a representative of the Office of the Attorney-General and not more than four qualified persons appointed by the Responsible Minister as members, and a representative of the host agency who is an official, employee or executive officer of the host agency shall be a member and secretary.</p> <p>A qualified member under paragraph one must be a person who possesses knowledge, expertise and experience which are beneficial to the supervision and monitoring of the project.</p> <p>Section 10, section 11, section 12 and section 13 shall apply to the qualified members under paragraph one mutatis mutandis.</p>
41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team	Yes
Relevant legal/regulatory provisions (if any):	<p>Pursuant to Section 43 of the PISU Act, upon signing the investment contract, the Responsible Minister shall appoint a supervisory committee consisting of a representative of the Responsible Ministry who is an official of the Responsible Ministry holding a higher level executive office, not being the host agency, as the chairman, a representative of the Office of the State Enterprise Policy Office, a representative of the Office of the Attorney-General and not more than four qualified persons appointed by the Responsible Minister as members, and a representative of the host agency who is an official, employee or executive officer of the host agency shall be a member and secretary.</p> <p>A qualified member under paragraph one must be a person who possesses knowledge, expertise and experience which are beneficial to the supervision and monitoring of the project.</p>

	Section 10, section 11, section 12 and section 13 shall apply to the qualified members under paragraph one mutatis mutandis.
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	No
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	Yes
Relevant legal/regulatory provisions (if any):	<p>Pursuant to Section 44 of the PISU Act, a supervisory committee shall have the following powers and duties: (1) to monitor and supervise the project to ensure that operations are conducted in accordance with the investment contract, operational plan under the investment contract and plan for resolution of potential problems which may arise from the project implementation;</p> <p>Section 45 furthermore indicates that, for the benefit of resolving potential problems which may arise from the implementation of a project, the Office may instruct the host agency to prepare a plan for resolving potential problems which may arise from the project implementation and also instruct the private entity to prepare an investment contract compliance plan. During the implementation of an investment contract, if there occurs an event which prevents compliance with an investment contract, the host agency and private entity shall propose an approach for resolving problems to the supervisory committee for determination as an approach to resolving problems.</p>
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	No
Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please	Yes

<p>select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Section 43 of the PISU Act, upon signing the investment contract, the Responsible Minister shall appoint a supervisory committee consisting of a representative of the Responsible Ministry who is an official of the Responsible Ministry holding a higher level executive office, not being the host agency, as the chairman, a representative of the Office of the State Enterprise Policy Office, a representative of the Office of the Attorney-General and not more than four qualified persons appointed by the Responsible Minister as members, and a representative of the host agency who is an official, employee or executive officer of the host agency shall be a member and secretary.</p> <p>A qualified member under paragraph one must be a person who possesses knowledge, expertise and experience which are beneficial to the supervision and monitoring of the project.</p> <p>Section 10, section 11, section 12 and section 13 shall apply to the qualified members under paragraph one mutatis mutandis.</p>
<p>The PPP contract management team members are required to meet sufficient qualification without specific details.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The PPP contract management team members are not required to meet any specific qualifications.</p>	<p>No</p>
<p>Please elaborate and provide examples:</p>	<p>n/a</p>
<p>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>42.1. If yes, is the PPP contract construction performance information made available to the public?</p>	<p>No</p>

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	n/a
If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Section 44 of the PISU Act, a supervisory committee shall have the following powers and duties: (1) to monitor and supervise the project to ensure that operations are conducted in accordance with the investment contract, operational plan under the investment contract and plan for resolution of potential problems which may arise from the project implementation; (2) to consider proposing approaches to resolving problems arising from project implementation to the host agency which may involve the host agency hiring a consultant to analyze the approach to resolving potential problems which may arise from the project implementation and to prepare a plan for resolution of potential problems which may arise from project implementation; (3) to require the host agency or private contractual party to give an explanation or submit relevant documents; (4) to report operational results, progress, problems and approaches to resolving problems to the Responsible Minister for acknowledgment and to submit a copy of the report and relevant documents to the Office; (5) to consider amendments to the investment contract pursuant to Chapter 7.
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a

The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	No regulatory basis
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	The obligation to gather information is implicit in Section 44 of the PISU Act, since the supervisory committee shall monitor and supervise the project to ensure that operations are conducted in accordance with the investment contract and plans.
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Clause 3 of the Characteristics of Amendment to Contract Announcement, Amendment to the investment partnership contract in material content means amendment to any of the following characteristics: (3) A change in entity of a contract party or organizational structure which results in inability to implement the project further.

45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
In other cases, flexibility to change the ownership structure and/or assign the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Clause 3 of the Characteristics of Amendment to Contract Announcement, Amendment to the investment partnership contract in material content means amendment to any of the following characteristics: (3) A change in entity of a contract party or organizational structure which results in inability to implement the project further.
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Pursuant to Section 47 of the PISU Act, in the case where an investment contract amendment is necessary, the host agency shall submit the rationale and necessity for requesting the amendment to the supervisory committee for consideration. In the case where the supervisory committee finds that the amendment of the investment contract does not involve an essential substance, the supervisory committee shall consider the proposed amendment and notify the Responsible Minister.

	<p>In the case where the supervisory committee finds that the amendment of investment contract involves an essential substance, the host agency shall also submit the proposed amendment issues, impact of investment contract amendment and other relevant details to the supervisory committee for consideration. If the supervisory agrees with the amendment, the host agency shall submit the draft investment contract to the Office of the Attorney-General for review before forwarding the supervisory committee's opinion along with the new draft investment contract as reviewed by the Office of the Attorney-General to the Responsible Minister for submission to the Council of Ministers for approval.</p> <p>The Committee shall issue a Notification to prescribe the characteristics of investment contract amendments which are amendments to the essential substance.</p> <p>A host agency may hire a consultant having the qualifications and not having the disqualifications prescribed by the Committee to give advice on the consideration of investment contract amendments.</p> <p>Announcement of the Public-Private Partnership in State Undertaking Policy Board Re: Characteristics of Amendment to Investment Partnership Contract in Material Content B.E. 2558 (2015) - Clause 3: Clause 3. Amendment to the investment partnership contract in material content means amendment to any of the following characteristics: (1) Amendment to the nature of the project, alteration to the scope of work, alteration to the service provision, or alteration to project implementation whereby the amendment to the characteristics stipulated in this Clause shall result in terms of the provision of public services under the goal which are to be changed from its original or being an increase of benefits to the private party; (2) Amendment in relation to the state's benefits whether in any form which includes a change in benefits in return in the form of money or portion of income, a change to ownership in the project's property and a change in relation to dispute resolution; (3) A change in entity of a contract party or organizational structure which results in inability to implement the project further; (4) A change in the contract term; (5) A change in performance security; (6) A change in service fee rate or service quality;</p>
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>There is an approval required from the supervisory committee in consultation with the Office of the Attorney General and the responsible Minister as the case may stand.</p> <p>Pursuant to Section 47 of the PISU Act, in the case where an investment contract amendment is necessary, the host agency shall submit the rationale and necessity for requesting the amendment to the supervisory committee for consideration.</p>

	<p>In the case where the supervisory committee finds that the amendment of the investment contract does not involve an essential substance, the supervisory committee shall consider the proposed amendment and notify the Responsible Minister.</p> <p>In the case where the supervisory committee finds that the amendment of investment contract involves an essential substance, the host agency shall also submit the proposed amendment issues, impact of investment contract amendment and other relevant details to the supervisory committee for consideration. If the supervisory agrees with the amendment, the host agency shall submit the draft investment contract to the Office of the Attorney-General for review before forwarding the supervisory committee's opinion along with the new draft investment contract as reviewed by the Office of the Attorney-General to the Responsible Minister for submission to the Council of Ministers for approval.</p> <p>The Committee shall issue a Notification to prescribe the characteristics of investment contract amendments which are amendments to the essential substance.</p> <p>A host agency may hire a consultant having the qualifications and not having the disqualifications prescribed by the Committee to give advice on the consideration of investment contract amendments.</p> <p>Announcement of the Public-Private Partnership in State Undertaking Policy Board Re: Characteristics of Amendment to Investment Partnership Contract in Material Content B.E. 2558 (2015)</p>
<p>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>According to Clause 3 of the Characteristics of Amendment to Contract Announcement, amendment to the investment partnership contract in material content means amendment to any of the following characteristics: (1) Amendment to the nature of the project, alteration to the scope of work, alteration to the service provision, or alteration to project implementation whereby the amendment to the characteristics stipulated in this Clause shall result in terms of the provision of public services under the goal which are to be changed from its original or being an increase of benefits to the private party.</p>
<p>A change in the risk allocation of the contract.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>A change in the financial and/or economic balance of the contract.</p>	<p>No</p>

If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Characteristics of Amendment to Contract Announcement, Clause 3: Amendment to the investment partnership contract in material content means amendment to any of the following characteristics: (4) A change in the contract term.
A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Characteristics of Amendment to Contract Announcement, Clause 3: Amendment to the investment partnership contract in material content means amendment to any of the following characteristics: (2) Amendment in relation to the state's benefits whether in any form which includes a change in benefits in return in the form of money or portion of income, a change to ownership in the project's property and a change in relation to dispute resolution; (6) A change in service fee rate or service quality.
46.3. Can the procuring authority unilaterally modify a PPP contract?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Pursuant to Section 34 of the PISU Act, draft investment contract under section 33 must contain the standard contract terms for investment contracts as prescribed by Notification of the Office with the approval of the Committee, which must at least contain the following details: (6) force majeure events and the consequences of a force majeure event, including payment of compensation; Furthermore, clause 4 of the Standard Provisions provide that the investment partnership contract shall comprise details in the following subjects whereby they shall be in accordance with the rules stipulated herein and the practice guidance stipulated by the Office under Clause 7: (10) Force majeure and action taken in case of occurrence of force majeure, including payment of compensation.

Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Subcontracting and replacement of the subcontractors.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Section 45 of the PISU Act, for the benefit of resolving potential problems which may arise from the implementation of a project, the Office may instruct the host agency to prepare a plan for resolving potential problems which may arise from the project implementation and also instruct the private entity to prepare an investment contract compliance plan. During the implementation of an investment contract, if there occurs an event which prevents compliance with an investment contract, the host agency and private entity shall propose an approach for resolving problems to the supervisory committee for determination as an approach to resolving problems.</p> <p>Clause 4(14) of the Standard Provisions makes provision regarding dispute resolution as follows: "Dispute resolution which shall not bind the host agency to use the method therefor by arbitration, except the host agency will</p>

	have shown the rationale and necessity owing to normal practice of the type of such investment partnership contract or any other unavoidable cause”
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	No
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	No
Please provide the relevant legal/ regulatory/standard contractual provisions (if any)	Thailand is a signatory of ICSID Convention.
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	<p>Arbitration Act B.E. 2545, Section 41: Subject to Section 42, Section 43 and Section 44, an arbitral award, irrespective of the country in which it was made, shall be recognized as binding on the parties, and upon petition to the competent court, shall be enforced.</p> <p>In case where an arbitral award was made in a foreign country, the award shall be enforced by the competent court only if it is subject to an international convention, treaty, or agreement to which Thailand is a party. Such award shall be applicable only to the extent that Thailand accedes to be bound.</p>
International arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	<p>Arbitration Act B.E. 2545, Section 41: Subject to Section 42, Section 43 and Section 44, an arbitral award, irrespective of the country in which it was made, shall be recognized as binding on the parties, and upon petition to the competent court, shall be enforced. In case where an arbitral award was made in a foreign country, the award shall be enforced by the competent court only if it is subject to an international convention, treaty, or agreement to which Thailand is a party. Such award shall be applicable only to the extent that Thailand accedes to be bound.</p>
Investor-State arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Thailand is a signatory of ICSID Convention.
49. Does the regulatory framework (including standard contractual clauses)	No

allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	n/a

If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	n/a
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Clause 4(11) of the “Standard Provisions” Announcement provides Causes of contract termination, method for contract termination, effects of termination other than the case of expiration of the contract term, including details in regard to the operational method for subsequent provision of services if the project is suspended, and payment of damages in connection to contract termination.</p> <p>Section 34 of the PISU Act (2013) also mentions: A draft investment contract under section 33 must contain the standard contract terms for investment contracts as prescribed by Notification of the Office with the approval of the Committee, which must at least contain the following details: (7) causes for contractual termination, notice of contractual termination and payment of damages;</p>
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Clause 4(11) of the “Standard Provisions” Announcement provides Causes of contract termination, method for contract termination, effects of termination other than the case of expiration of the contract term, including details in regard to the operational method for subsequent provision of services if the project is suspended, and payment of damages in connection to contract termination.
Unsolicited Proposals	
34. Are unsolicited proposals in Thailand: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	No
Not regulated by the legal framework, but do happen in practice?	No

<p>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</p>	<p>Yes</p>
<p>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</p>	<p>Most of the contributors provided that USPs are not regulated by the regulatory framework and do not happen in practice.</p>
<p>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</p>	<p>n/a</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</p>	<p>n/a</p>
<p>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</p>	<p>n/a</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</p>	<p>n/a</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</p>	<p>n/a</p>

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not evaluate unsolicited proposals against existing government priorities.	n/a
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	n/a
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	n/a
39.3 Bid Bonus.	n/a
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
39.5 Other.	n/a
Please specify:	n/a



Please provide the relevant legal/regulatory provisions (if any):

n/a