



PTT PUBLIC COMPANY LIMITED

INVITATION TO BID

EPC CONTRACTOR FOR FIFTH TRANSMISSION

PIPELINE PROJECT – PHASE 2C

PTT Public Company Limited (PTT) intends to award the EPC Contractor for the Fifth Transmission Pipeline Project – Phase 2C (“5TP2C”). The successful Bidder who will be responsible for the engineering, procurement, construction, commissioning, and related services as described in the Bid Documents. The 5TP2C EPC works are scoped for the remaining works required for the completion of the Fifth Transmission Pipeline Project Phase 2 (5TP2), which runs from BV 5.8 - Chachoengsao province to RA6 (Block Valve Station 6 of existing Ratchaburi-Wang Noi Pipeline) located in Nonthaburi Province. The 5TP2 project mainly comprises 42 inch diameter underground main natural gas pipeline approximately 200 kilometers in length with future underground sale tap valves, block valve stations and associated facilities. The project period is approximately **12 month** period, from award (execution of Letter of Intent) to Mechanical Completion (MC). The estimated cost is **1,499,346,200.00 THB**.

PTT would like to invite interested juristic persons, Single Entities or Joint Ventures, to bid on equal terms (NB: Bids from consortiums will not be allowed). Bidders shall be the same person(s) who purchased/received the Bid Documents and shall not assign the right to bid to the others. In case Bidders is a Joint Venture, the mentioned Purchaser/Receiver must be a party of said Joint Venture. The Joint Venture shall be the same person as the purchaser of the Bid Documents and any member in said Joint Venture is prohibited from transferring his rights to others to submit the Bid in his place. Otherwise, the Bid will be rejected on the submission date as non-responsive.

The Bidders shall satisfy all qualification criteria and demonstrate with references for the following:

- 1) Past experiences since year 2014 as follows:
 - At least two (2) completed EPC for onshore petroleum pipeline projects, each of which has a lump sum contract value greater than 40 million USD.
 - At least two (2) completed EPC for onshore petroleum pipeline projects, each of which have a diameter of 36” diameter or larger.
 - At least one (1) completed international (outside Bidder’s home country) onshore petroleum pipeline projects with a total cumulative length greater than 65 km and at least one (1) completed EPC for onshore petroleum pipeline project in Thailand or Southeast Asia (SEA).
- 2) Having potential financial strength to complete project
- 3) Bidder shall not be a person or juristic person with a previous record of abandoning any work undertaken as declared by PTT and the Comptroller General’s Department

The Bid Documents are available to purchase on **23rd June – 04th July 2025** (Business Day) during **9:30 - 15:00** (Bangkok Time) at:

Procurement and Material Management Division, Project Support Department
PTT Public Company Limited, 6 th Floor, 2 nd Building, 555 Vibhavadi-Rangsit Rd., Chatuchak, Bangkok 10900
Tel: +66 (0) 2537 2582, +66 (0) 8 9431 7858, +66 (0) 2537 1550 Email: project_procurement@pttplc.com
Contact Person: Ms. Natananot Niyomyat / Ms. Orawee Champadang, Material Administrative Officer

Cost of Bid Document is **100,000** Thai Baht (Non-refundable) to be paid by bank transferring to PTT Public Company Limited's account in which details of the bank account will be provided to the Bidder on the date of Bid Documents collection and after submission of the signed Confidential Agreement to PTT.

Bid Purchasing shall be confirmed by submit certified true copy of certificate of company registration to verify the company's authorized representatives and power of attorney to the same authorized person for purchasing the Bid Document and the copy of ID card (Thai) or passports of both authorized persons. In case that Bidder is a Joint Venture, Bidder shall be the same persons as the purchaser of the Bid Documents.

Bidder will receive the complete ITB documentation, with Volume 1 provided in hardcopy and the remaining volumes included on a flash drive. A receipt of delivery will be issued and sent to the Bidder thereafter.

Confidential Agreement

On the date that Bidder collects the Bid documents from PTT, it shall submit two (2) copies of the signed Confidential Agreement (CA) to PTT in the enclosed format, together with the following supporting documents:

- a) Power of Attorney to sign the CA,
- b) Certificate of specimen signatory or other equivalent documents,
- c) Copy of identification card or passport of the authorized signatory who signed on the Power of Attorney with certification attesting that this is a true copy and signature,
- d) Bidder's Memorandum of Association and Articles of Association with certification that this is a true copy.

Following signing the CA, PTT shall counter sign both of Bidder's CA and retain one (1) set as the original and return the other signed CA to Bidder for its records (marked as "Duplicate").

Please note that for international Bidders, a scanned signed Confidential Agreement and supporting documents can be accepted by PTT on the understanding that the original signed Confidential Agreement, together with the original signed supporting documents, will be submitted to PTT by registered post no later than seven (7) days thereafter.

Failure of a Bidder to submit the executed Confidential Agreement and supporting documents will mean it may be classified as non-responsive, and its Bid may be rejected

Bidding Schedule

Bid Conference and Site Visit	14 th July 2025
Submission of the Notification of the Intent to Bid	17 th July 2025
End of Bid Clarification & Queries	25 th July 2025
Qualification Bid & Technical Bid Submission	8 th August 2025 09:00 – 15:00
Announcement of Evaluation Result for Qualification Bid	13 th August 2025
Technical Bid Presentation by Bidder	19 th August 2025 09.00 – 15.00
Announcement of Evaluation Result for Technical Bid	26 th August 2025
Commercial Bid Submission (tentative)	2 nd September 2025 09:00 – 15:00
Award of Contract (tentative)	19 th September 2025

The amount of Bid Security is 75,000,000.00 Thai Baht and Bid Security shall be submitted on Qualification Bid & Technical Bid Submission Date.

For more information, please visit https://www.pttplc.com/en/Work_With_Us.aspx

or <https://procurement.pttplc.com/en>

Annex 8 – Confidential Agreement

**CONFIDENTIAL AGREEMENT
FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC)
CONTRACT
FOR FIFTH TRANSMISSION PIPELINE PROJECT - PHASE 2C**

This Agreement is made on, by and between:

PTT Public Company Limited, a company register under the law of Thailand, having its registered office at 555 Vibhavadi, Chatuchak, Bangkok, Thailand, 10900 (hereinafter referred to as “Disclosing Party”), as one party, and;

....., a company registered under the law ofhaving its registered address at..... (hereinafter referred to as “Receiving Party”) as the other party.

The Disclosing Party and the Receiving Party are collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

- A. Disclosing Party is the owner of the Fifth Transmission Pipeline Project Phase 2 (5TP2), which runs from Rayong Province to RA6 (Block Valve Station 6 of existing Ratchaburi-Wang Noi Pipeline) located in Nonthaburi Province in order to secure the gas supply to power plants and other consumers.
- B. Disclosing Party is willing to provide and disclose Confidential Information to Receiving Party for the purposes of invitation to submit a bid in the international competitive bid for the selection of an EPC Contractor who will be responsible for providing the engineering, procurement, construction, commissioning the Fifth Transmission Pipeline Project - Phase 2C (5TP2C) and related services thereof (the “Project”), as described in the Bid documents.
- C. Receiving Party desires to receive said Confidential Information on the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

- 1. “Confidential Information” shall include, but is not necessarily limited to, Bid documents relate to the Project, accounting, financial, and contractual information and whether disclosed by Disclosing Party or by Disclosing Party’s Consultant, Worley (Thailand) Limited, in whatsoever form, together with all analyses, compilations, studies, or other documents or records prepared by or for the Receiving Party or any of the Receiving Party’s Representatives (as hereinafter defined), which contain or otherwise reflect or are generated from such information. The Disclosing Party and Disclosing Party’s Consultant may, in accordance with the terms and conditions of this Agreement, disclose to the Receiving

Party certain information held by the Disclosing Party, which is proprietary, relating to the Project.

2. The Receiving Party agrees that the Confidentiality Information shall be kept strictly confidential and shall not be sold, trade, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction without the Disclosing Party's consent except as provided herein. The Confidentiality Information shall not be used except exclusively for the purpose of the Project.
3. The Receiving Party may disclose the Confidentiality Information without the Disclosing Party's prior written consent only to the extent such information:
 - (a) is already known to the Receiving Party prior to the date of disclosure hereunder;
 - (b) is already in possession of the public or becomes available to the public other than through the default of the Receiving Party;
 - (c) is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall consult with the Disclosing Party prior to such disclosure); or
 - (d) is acquired independently from the third party that represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party without the restriction on disclosure or use.
4. The Receiving Party may disclose the Confidentiality Information without the Disclosing Party's prior written consent to the employees, officers, management and directors of the Receiving Party or its Affiliate who has a need to know such Confidentiality Information to the Project ("Representative") provided that the Receiving Party is to use its reasonable effort to comply the adherence of such Representative to the terms of this Agreement and the Receiving Party shall be responsible for any breach of this Agreement by any of such Representative.
5. The Receiving Party may disclose the Confidentiality Information without the Disclosing Party's prior written consent to any professional consultant or agent retained by the Receiving Party or its Affiliate, or potential joint venture entity, for the purpose of evaluating the Confidentiality Information who has a clear need to know in order to evaluate the Project.

Prior to making any such disclosures to people under the above paragraph, however, the Receiving Party shall obtain an undertaking of confidentiality, in substantially the same terms and conditions hereunder, from each such person, and in any event the Receiving Party shall be responsible for any breach of this Agreement by any of such person.

6. The Receiving Party shall be responsible for ensuring that all people to whom the Confidentiality Information is disclosed under this Agreement shall keep such information and shall not disclose or divulge the same to any unauthorized person. Neither person shall be liable in an action initiated by one against the other for indirect or consequential damage resulting or arising out of this Agreement, including loss of profit or business interruption.

The Receiving Party acknowledges that monetary damages would not be an adequate remedy for the Disclosing Party for breach of the confidentiality obligation hereunder and

agrees that the Disclosing Party shall be entitled to specific performance of the confidentiality obligation and to injunctive relief in addition to any other remedy to which the Disclosing Party may be entitled at law.

7. The Confidentiality Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand either the return or destruction thereof at any time by giving written notice to the Receiving Party. Within 30 days of receipt of such notice, the Receiving Party shall, according to the Disclosing Party's request, return all of the original Confidentiality Information and all copies and reproductions (both written and electronic) or destroy all of the original Confidentiality Information and all copies and reproductions (both written and electronic) in its possession and cause to be destroyed for those in the possession of people to whom it was disclosed pursuant to Clauses 4 and 5 hereof, and the Receiving Party shall certify in writing that it has complied with such request.
8. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidentiality Information to the Receiving Party, provided that the Disclosing Party makes no representation or warranties, expressed or implied, as to the quality, accuracy or completeness or otherwise of the Confidential Information disclosed hereunder.
9. "Affiliate" shall mean any company or legal entity, which (a) controls either directly or indirectly a Party, (b) is controlled directly or indirectly by such Party, or (c) is directly or indirectly controlled by a company or entity, which directly or indirectly controls such Party. "Control" means the right to exercise 50% or more of the voting rights in the appointment of the directors of such company.
10. This Agreement shall be effective on **23 June 2025** ("**Effective Date**"). Unless earlier terminated by mutual agreement between the Parties, this Agreement shall terminate 10 year(s) after the Effective Date of this Agreement.
11. This Agreement shall be governed by and interpreted in accordance with the laws of Thailand. Any and all disputes arising out or relating to this Agreement, which cannot be settled within 60 days by mutual agreement of the Parties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce for the time being in force. The place of arbitration shall be Bangkok, Thailand. The arbitration tribunal shall consist of one (1) arbitrator appointed in accordance with said Rules. The seat of arbitration shall be Bangkok, Thailand. The language of arbitration shall be conducted in English.
12. Nothing contained herein is intended to confer upon the Receiving Party any right whatsoever to any interest the Disclosing Party that may have in the Project. It is acknowledged by the Parties hereto that nothing contained herein shall be construed as granting or implying any right or license to use the Confidentiality Information disclosed here above, except as set forth herein and this Agreement does not obligate the Disclosing Party to enter into any further agreement or to proceed with or participate in any transaction with the Receiving Party.
13. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

14. Any collection, use and/or disclose of any personal information, both Parties agree to comply with the Thai Personal Data Protection Act B.E. 2019 and any applicable personal data protection laws of the jurisdiction where such Party is mandated, including any amendments, other relevant rules and regulations issued under such laws. In this regard, any collection, use and disclosure of personal information under this Agreement shall be conducted to the extent necessarily required and in compliance with such laws.
15. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing hereon or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

PTT Public Company Limited

.....

By

By

(.....)

(.....)

Authorized Representative

Annex 8 – Confidential Agreement

**CONFIDENTIAL AGREEMENT
FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC)
CONTRACT
FOR FIFTH TRANSMISSION PIPELINE PROJECT - PHASE 2C**

This Agreement is made on, by and between:

PTT Public Company Limited, a company register under the law of Thailand, having its registered office at 555 Vibhavadi, Chatuchak, Bangkok, Thailand, 10900 (hereinafter referred to as “Disclosing Party”), as one party, and;

....., a company registered under the law ofhaving its registered address at..... (hereinafter referred to as “Receiving Party”) as the other party.

The Disclosing Party and the Receiving Party are collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

- A. Disclosing Party is the owner of the Fifth Transmission Pipeline Project Phase 2 (5TP2), which runs from Rayong Province to RA6 (Block Valve Station 6 of existing Ratchaburi-Wang Noi Pipeline) located in Nonthaburi Province in order to secure the gas supply to power plants and other consumers.
- B. Disclosing Party is willing to provide and disclose Confidential Information to Receiving Party for the purposes of invitation to submit a bid in the international competitive bid for the selection of an EPC Contractor who will be responsible for providing the engineering, procurement, construction, commissioning the Fifth Transmission Pipeline Project - Phase 2C (5TP2C) and related services thereof (the “Project”), as described in the Bid documents.
- C. Receiving Party desires to receive said Confidential Information on the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

- 1. “Confidential Information” shall include, but is not necessarily limited to, Bid documents relate to the Project, accounting, financial, and contractual information and whether disclosed by Disclosing Party or by Disclosing Party’s Consultant, Worley (Thailand) Limited, in whatsoever form, together with all analyses, compilations, studies, or other documents or records prepared by or for the Receiving Party or any of the Receiving Party’s Representatives (as hereinafter defined), which contain or otherwise reflect or are generated from such information. The Disclosing Party and Disclosing Party’s Consultant may, in accordance with the terms and conditions of this Agreement, disclose to the Receiving

Party certain information held by the Disclosing Party, which is proprietary, relating to the Project.

2. The Receiving Party agrees that the Confidentiality Information shall be kept strictly confidential and shall not be sold, trade, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction without the Disclosing Party's consent except as provided herein. The Confidentiality Information shall not be used except exclusively for the purpose of the Project.
3. The Receiving Party may disclose the Confidentiality Information without the Disclosing Party's prior written consent only to the extent such information:
 - (a) is already known to the Receiving Party prior to the date of disclosure hereunder;
 - (b) is already in possession of the public or becomes available to the public other than through the default of the Receiving Party;
 - (c) is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall consult with the Disclosing Party prior to such disclosure); or
 - (d) is acquired independently from the third party that represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party without the restriction on disclosure or use.
4. The Receiving Party may disclose the Confidentiality Information without the Disclosing Party's prior written consent to the employees, officers, management and directors of the Receiving Party or its Affiliate who has a need to know such Confidentiality Information to the Project ("Representative") provided that the Receiving Party is to use its reasonable effort to comply the adherence of such Representative to the terms of this Agreement and the Receiving Party shall be responsible for any breach of this Agreement by any of such Representative.
5. The Receiving Party may disclose the Confidentiality Information without the Disclosing Party's prior written consent to any professional consultant or agent retained by the Receiving Party or its Affiliate, or potential joint venture entity, for the purpose of evaluating the Confidentiality Information who has a clear need to know in order to evaluate the Project.

Prior to making any such disclosures to people under the above paragraph, however, the Receiving Party shall obtain an undertaking of confidentiality, in substantially the same terms and conditions hereunder, from each such person, and in any event the Receiving Party shall be responsible for any breach of this Agreement by any of such person.

6. The Receiving Party shall be responsible for ensuring that all people to whom the Confidentiality Information is disclosed under this Agreement shall keep such information and shall not disclose or divulge the same to any unauthorized person. Neither person shall be liable in an action initiated by one against the other for indirect or consequential damage resulting or arising out of this Agreement, including loss of profit or business interruption.

The Receiving Party acknowledges that monetary damages would not be an adequate remedy for the Disclosing Party for breach of the confidentiality obligation hereunder and

agrees that the Disclosing Party shall be entitled to specific performance of the confidentiality obligation and to injunctive relief in addition to any other remedy to which the Disclosing Party may be entitled at law.

7. The Confidentiality Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand either the return or destruction thereof at any time by giving written notice to the Receiving Party. Within 30 days of receipt of such notice, the Receiving Party shall, according to the Disclosing Party's request, return all of the original Confidentiality Information and all copies and reproductions (both written and electronic) or destroy all of the original Confidentiality Information and all copies and reproductions (both written and electronic) in its possession and cause to be destroyed for those in the possession of people to whom it was disclosed pursuant to Clauses 4 and 5 hereof, and the Receiving Party shall certify in writing that it has complied with such request.
8. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidentiality Information to the Receiving Party, provided that the Disclosing Party makes no representation or warranties, expressed or implied, as to the quality, accuracy or completeness or otherwise of the Confidential Information disclosed hereunder.
9. "Affiliate" shall mean any company or legal entity, which (a) controls either directly or indirectly a Party, (b) is controlled directly or indirectly by such Party, or (c) is directly or indirectly controlled by a company or entity, which directly or indirectly controls such Party. "Control" means the right to exercise 50% or more of the voting rights in the appointment of the directors of such company.
10. This Agreement shall be effective on **23 June 2025** ("**Effective Date**"). Unless earlier terminated by mutual agreement between the Parties, this Agreement shall terminate 10 year(s) after the Effective Date of this Agreement.
11. This Agreement shall be governed by and interpreted in accordance with the laws of Thailand. Any and all disputes arising out or relating to this Agreement, which cannot be settled within 60 days by mutual agreement of the Parties shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce for the time being in force. The place of arbitration shall be Bangkok, Thailand. The arbitration tribunal shall consist of one (1) arbitrator appointed in accordance with said Rules. The seat of arbitration shall be Bangkok, Thailand. The language of arbitration shall be conducted in English.
12. Nothing contained herein is intended to confer upon the Receiving Party any right whatsoever to any interest the Disclosing Party that may have in the Project. It is acknowledged by the Parties hereto that nothing contained herein shall be construed as granting or implying any right or license to use the Confidentiality Information disclosed here above, except as set forth herein and this Agreement does not obligate the Disclosing Party to enter into any further agreement or to proceed with or participate in any transaction with the Receiving Party.
13. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

- 14. Any collection, use and/or disclose of any personal information, both Parties agree to comply with the Thai Personal Data Protection Act B.E. 2019 and any applicable personal data protection laws of the jurisdiction where such Party is mandated, including any amendments, other relevant rules and regulations issued under such laws. In this regard, any collection, use and disclosure of personal information under this Agreement shall be conducted to the extent necessarily required and in compliance with such laws.
- 15. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing hereon or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

PTT Public Company Limited

By By
(.....) (.....)
_____ Authorized Representative



Power of Attorney

Written At

.....

DateMonth Year

We, Company/Partnership/Business

by (indicate name of authorized signatory)

with office located at No. (address)

.....

do hereby irrevocably make and constitute and appoint.....

who resides at No. (address).....

.....

as such our true and lawful attorney, with power to submit its procurement proposal in connection with

.....

The authorized person shall have the power to act on behalf of us, and affix their signature on my behalf in request forms, applications, clarification for statement, amendment and modification of documents, execution of contracts or any other related actions. This includes sign the Confidential Agreement, sign the procurement proposal, certify true copy for various documents relevant to the procurement proposal and do any acts relating to this matter until successful completion including having the authority to negotiate the said price. I hereby ratify and confirms all that the Attorney lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have caused this Power of Attorney to be executed by our duly authorized representative(s).

(Sign) (Grantor)

(.....)

(Sign)(Grantor)

(.....)

(Sign) (Attorney)

(.....)

(Sign) (Witness)

(.....)

(Sign)(Witness)

(.....)

Remark:

1. Grantor shall initial with the Company seal affixed (if any) at any places of correction on this Power of Attorney.
2. The authorized signatory shall be in accordance with the Company's Affidavit.