

Supplemental Notice No. 1

**Invitation to Bid No. TIEC-L-11
Supply and Construction of Transmission Line
500 kV Tha Tako - Sam Khok (from KM.92 to Sam Khok)
Transmission System Improvement Project in Northeastern, Lower
Northern, Central Regions and Bangkok Area to
Enhance System Security**

(Two-Envelope)

The attached Supplemental Notice shall be considered as part of the bidding documents No. TIEC-L-11.

As acknowledgement of receipt that all additions, deletions and revisions contained in this Supplemental Notice are incorporated into the above bidding documents, Bidder is requested to sign and return this acknowledgement via email address : jitpimon.pon@egat.co.th within three (3) days from the date of the announcement of this Supplemental Notice on <http://www4.egat.co.th/fprocurement/biddingeng/>.

The original acknowledgement which is manually signed in ink by a person or persons duly authorized shall be included in the proposal to be submitted on the bid opening date.

ELECTRICITY GENERATING AUTHORITY OF THAILAND

December 27, 2021

ACKNOWLEDGEMENT

This undersigned Bidder hereby certifies that the additions, deletions and revisions set forth in this Supplemental Notice to Invitation to Bid No. TIEC-L-11 are incorporated as part of the above bidding documents and will be fully included in any bids which he may submit.

Signed _____

Title _____

Company _____

Date _____

ELECTRICITY GENERATING AUTHORITY OF THAILAND

SUPPLEMENTAL NOTICE NO. 1

INVITATION TO BID NO. TIEC-L-11

SUPPLY AND CONSTRUCTION OF TRANSMISSION LINE
500 KV THA TAKO - SAM KHOK (FROM KM.92 TO SAM KHOK)
TRANSMISSION SYSTEM IMPROVEMENT PROJECT IN NORTHEASTERN,
LOWER NORTHERN, CENTRAL REGIONS AND BANGKOK AREA
TO ENHANCE SYSTEM SECURITY

The following supplemental information is hereby given for the above described Invitation:

Volume I of IV

1. Section A : Invitation to Bid

Postpone the price and technical proposals submission date from November 30, 2021 to ***February 1, 2022***.

2. Section F : Special Conditions

The maximum limit of liquidated damages has been added. Please replace page F25 - F26 with the revised pages with (Rev.1) attached.

Bid submitted must be in accordance with this Notice. Receipt of this Notice shall be acknowledged by the Bidder on the proposal included in the Bidding Documents in the space provided on page - C4 -, Article C-4. Supplemental Notices.

ELECTRICITY GENERATING
AUTHORITY OF THAILAND

.....December 27., 2021.....

of the complete work, shall be included in appropriate unit prices in the Price Schedule as if specifically detailed therein.

In all cases and as applicable, handling, transportation and testing of the Equipment as well as expenses for supervision of the construction shall be included in the Contract Price.

F-12. Liquidated Damages for Late Completion and Late Delivery

a. For Complete Construction of Transmission Line

If the Contractor fails to meet any of the completion date set forth in these Contract Documents, plus any extensions of time thereof authorized by EGAT as provided in the Contract, such failure shall be a default under the Contract for which the Contractor shall be liable for payment to EGAT as liquidated damages, at the rate of one-tenth of one (0.10) per cent of the total Contract Price for that particular schedule for each Day of delay. This sum is payable regardless of the actual loss and/or damages incurred. *The total amount of liquidated damages assessed under this article against the Contractor in aggregate shall not exceed ten (10) per cent of the total Contract Price of that particular schedule, thereafter EGAT shall have the right, at its sole discretion, to terminate the Contract.*

Payment of liquidated damages is contingent exclusively upon late completion; in no case shall EGAT be required to substantiate any claim for payment of liquidated damages with proof of loss and/or damages.

b. For the Supply of Additional Equipment not Used in the Construction, Including Spare Equipment

In the event of failure by the Contractor to make delivery of Equipment not permanently used in the Construction, including spare Equipment, within the delivery date set forth in the Contract, plus any extension thereof authorized by EGAT as provided in the Contract, such failure shall be a default under the Contract for which the Contractor shall be liable for payment to EGAT as liquidated damages, at the rate of one-tenth of one (0.10) per cent of the price of the Equipment not timely delivered for each Day of delay. This sum is payable regardless of the actual loss and/or damages incurred, *provided, however, that the total claim of liquidated damages shall not exceed ten (10) per cent of the Contract Price of such delayed Equipment.*

Whenever any Equipment is to be used together with the other Equipment as a complete set or unit, the Contractor shall make sure that they shall be delivered together as a complete set or unit. Failure on the part of the Contractor to comply with this requirement, the liquidated damages for late partial delivery of such Equipment shall be imposed on the Contractor for the whole amount of the Contract Price of such complete set or unit ***and the total claim of payment shall not exceed ten (10) per cent of the Contract Price of such complete set or unit.***

Notwithstanding, in case the Contractor fails to make delivery of minor part of any Equipment within the time set forth in the Contract and such late delivery does not have any effect to the performance of the Equipment, the Contractor shall be liable for payment to EGAT as liquidated damages at the rate of one-tenth of one (0.10) per cent of the total price of the minor part of the Equipment not timely delivered for each Day of delay ***and the total claim of liquidated damages shall not exceed ten (10) per cent of the price of such delayed minor part of the Equipment.*** The price of such delayed minor part of the Equipment shall be determined by EGAT. EGAT shall, at his own discretion, determine whether such late delivery Equipment is the minor part and has any effect to the performance of the Equipment or not.

In case any Equipment is defective or does not conform to the requirements or specifications of the Contract where replenishment or correction or replacement must be made by the Contractor as per Article E-32. Failure to Meet Requirements, it shall be deemed that such Equipment has not yet been delivered unless such Equipment has been replenished or corrected or replaced, as the case may be, and delivered to EGAT at the delivery point specified in the Contract.

Payment of liquidated damages is contingent exclusively upon late delivery; in no case shall EGAT be required to substantiate any claim for payment of liquidated damages with proof of loss and/or damages. The liquidated damages shall be calculated for each Day of delay until the Equipment is delivered to EGAT excluding a period of time from the actual delivery date at the delivery point set forth in the Contract until the issuance of notification of defect or short pack or out of specification made by EGAT to the Contractor. This sum is payable regardless of the actual loss and/or damages incurred.

In case of delay in delivery of accessories/tools of any item which are not requisite for the use/operation of the equipment of that particular item, the liquidated damages for the late delivery of such accessories/tools shall be imposed on the Contractor at the rate of one-tenth of one (0.10) per cent of the price of such accessories/tools for each Day of delay, ***provided that the total claim for liquidated damages shall not exceed ten (10) per cent of the price of such accessories/tools.***