

ELECTRICITY GENERATING AUTHORITY OF THAILAND

Supplemental Notice No. 2

Invitation to Bid No. TILS-S-02

**Supply and Construction of 500/230 kV Songkhla 3 Substation (GIS) and
Improvement of 230 kV Khlong Ngae Substation**

**Transmission System Improvement Project in Lower Southern Region
to Enhance System Security**

(Two-Envelope)

The attached Supplemental Notice shall be considered as part of the bidding documents No. TILS-S-02.

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 : pirada.s@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. TILS-S-02 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. 2

INVITATION TO BID NO. TILS-S-02

SUPPLY AND CONSTRUCTION OF 500/230 kV SONGKHLA 3 SUBSTATION (GIS)
AND IMPROVEMENT OF 230 kV KHLONG NGAE SUBSTATION

TRANSMISSION SYSTEM IMPROVEMENT PROJECT
IN LOWER SOUTHERN REGION 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 January 5, 2022 to ***January 25, 2022***.

2. Section F : Special Conditions

The maximum limit of liquidated damages has been added. Please replace page F28 - F29 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 - Part 3 - C22 -, Article C-5. Supplemental Notices.

ELECTRICITY GENERATING
AUTHORITY OF THAILAND

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

F-15. Liquidated Damages for Late Completion and Late Delivery

a. For Complete Construction of Substation

If the Contractor fails to meet any of the completion date (s) for each schedule or each substation set forth in the Contract, 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(s) or substation(s) 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) percent of the total Contract Price of that particular schedule(s) or substation(s), thereafter EGAT shall have the right, at its sole discretion, to terminate the Contract.***

However, if completion of any particular schedule or substation delays the completion date of any other related schedule or substation, in such case, the Contractor agrees to pay to EGAT as liquidated damages, at the rate of one-tenth of one (0.10) per cent of the total Contract Price for those related schedules or substations for each Day of delay. ***In no event shall the aggregate amount of liquidated damages exceed ten (10) per cent of the total Contract Price of those schedules or substations.***

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.

The payment of such damages shall not relieve the Contractor from his obligations to complete the Work under the Contract.

The Contractor will not be liable for liquidated damages in the event of delay caused by force majeure.

b. For Supply of Spare Equipment and Work on Supply Equipment Basis

In the event of failure by the Contractor to make delivery of any item or part of an item of the Equipment including spare Equipment within the guaranteed delivery time set forth in the Contract, 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 per cent (0.10) of the price of each complete item 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 item.***

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

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.

The payment of such liquidated damages shall not relieve the Contractor of his obligations to complete the Work under the Contract.

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-31. 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.

The Contractor shall not be liable for liquidated damages in the event of delay caused by force majeure.

F-16. Provisional Acceptance Certificate.

a. For Work on Supply and Construction Basis

If the inspection and tests show that the completed Work complies with the requirements of the Contract Documents, or if the Work under this Contract has been performed to be satisfactorily completed and put into commercial use, and the Contractor has supplied all as built drawings and report of field test, EGAT will issue a Provisional Acceptance Certificate on each substation or related substations upon submission by the Contractor of maintenance security(ies) as specified in Article F-19. Maintenance Security and effective for a period of time as specified in Article F-18.a.

The Provisional Acceptance Certificate shall list all deficiencies and reservations as a result of the inspections and test performed.

In case the tests which are a prerequisite for the issuance of the Provisional Acceptance Certificate cannot be performed by reasons out of the Contractor's responsibility, the Work will be deemed to be provisionally accepted and the Provisional Acceptance Certificate shall be issued two (2) months after the Contractor's notice of readiness for performing such tests. Such notice of readiness shall be confirmed by EGAT. In such case the tests which could not be carried out