

ELECTRICITY GENERATING AUTHORITY OF THAILAND

**Supplemental Notice No. 2**

**Invitation to Bid No. TS12-SWG-04**

**Supply of 115 kV Compact Switchgear**

**Transmission System Expansion Project No. 12**

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The attached Supplemental Notice shall be considered as part of the bidding documents No. TS12-SWG-04.

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 : [kanchanok.p@egat.co.th](mailto:kanchanok.p@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

January 30, 2025

ACKNOWLEDGEMENT

This undersigned Bidder hereby certifies that the additions, deletions and revisions set forth in this Supplemental Notice to Invitation to Bid No. TS12-SWG-04 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 \_\_\_\_\_

**Supplemental Notice No. 2**  
**Invitation to Bid No. TS12-SWG-04**  
**Supply of 115 kV Compact Switchgear**  
**Transmission System Expansion Project No. 12**

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

1. Important Information  
Replace page –i– to –ii– with page –i (Rev.1)–, –ii (Rev.1)– and –iii– attached.
2. Section A : Invitation to Bid, Article A-5. Preparation and Delivery of Bids and Article A-6. Availability of Bidding Documents
  - 2.1 Extend Bid selling period from December 18, 2024 to February 7, 2025 to **December 18, 2024 to February 21, 2025.**
  - 2.2 Postpone Bid opening date from February 18, 2025 to **March 5, 2025.**
  - 2.3 Replace page –A6– with the revised page with (Rev.1) attached.
3. Section B : Instructions to Bidders, Article B-1. Preparation of Bids, Article B-2. Bid Prices and Article B-4. Validity of Bids  
Replace page –B3– to –B5– with the revised page with (Rev.1) attached.
4. Section D : Contract, Article D-9. Notices  
Replace page –D3– with the revised page with (Rev.1) attached.
5. Section E : General Conditions, Article E-16. Shipment and Article E-17. Documents Required for Each Shipment  
Replace page –E13– to –E15– with the revised page with (Rev.1) attached.
6. Section F : Special Conditions, Article F-8. Payment  
Replace page –F4– with the revised page with (Rev.1) attached.

Bids 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 C3, Article C-7. Supplemental Notices.

**Important Information**  
**for**  
**Invitation to Bid No. TS12-SWG-04**

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The purpose of this section is to inform the Bidders to **carefully study** the details of the revised terms and conditions in the bidding documents. The following provisions have been **recently revised** as stated hereunder:

**Additional Regulation**

Information to be submitted with Bid as required in Item 3.2 has been revised.

The following paragraph in Remarks Item 4. of page 11 of Additional Regulation has been deleted :-

“In case that any Major Shareholder(s) of the Bidder is (are) juristic person(s), and such juristic person(s) has (have) Major Shareholder(s) who is (are) juristic person(s), the Bidder shall submit the list of the Major Shareholder(s)/ the Names of Manager/ Managing Partner/ Managing Director/ Executive/ Person Who Is Authorized to Manage the Business/ Partner/ Partner with Unlimited Liability/ of such juristic person(s) as per page 10-11 of this Additional Regulation. The requirement of submission of list of the Major Shareholder(s)/ the Names of Manager/ Managing Partner/ Managing Director/ Executive/ Person Who Is Authorized to Manage the Business/ Partner/ Partner with Unlimited Liability/ of such juristic person(s) shall apply to 2 tiers of Major Shareholder(s) who is(are) juristic person(s).”

**Article A-5. Preparation and Delivery of Bids and Article B-1. Preparation of Bids**

Details on how to prepare the proposal have been revised. Bids shall be prepared in accordance with the Instructions to Bidders contained in the Bidding Documents in one (1) original hard copy and one (1) electronic copy contained in USB flash drive.

**Article A-5. Preparation and Delivery of Bids**

Details of bid opening time and place shall be specified in the Tentative Schedule.

**Article A-6. Availability of Bidding Documents**

Availability of Bidding Documents has been changed from CD-ROM to electronic files for download via link provided by EGAT.

## **Channel of Documents Submission**

For channel of document submission in the hereunder Articles, facsimile and telex has been replaced with letters submitted electronically or electronic mails (E-mails).

- Article B-1. Preparation of Bids
- Article B-4. Validity of Bids
- Article D-9. Notices
- Article E-17. Documents Required for Each Shipment
- Article F-8. Payment

## **Article B-2. Bid Prices**

For Source of Supply and Service b., Prices for Equipment manufactured outside Thailand (imported Equipment) shall be firm, stated both on FOB Port of Shipment/Vessel and CFR Thai Port basis, and quoted in Thai baht, US dollar, euro, Japanese yen, renminbi (Chinese yuan), or in the Bidder's or Manufacturer's home currency only if his currency trading is prevailed at the time of bidding in any international market other than in Bidder's or Manufacturer's home country.

The following paragraph has also been added :-

“Prices for the following Equipment manufactured outside Thailand which was imported before the bid opening date shall be firm ex-works and quoted in Thai baht, provided that the Bidder shall submit any document(s) evidencing the importation date of such Equipment:

- Power Fuse
- Stationary Battery and Battery Charger
- Insulator for substation
- Cable Termination
- Compression Connector and Miscellaneous Hardware
- Bus Fittings
- Grounding Material
- Substation Miscellaneous”

## **Article B-3. Bid Security**

Terms and conditions regarding the forms of bid security have been revised.

## **Article B-12. Evaluation and Comparison of Bids**

The calculated insurance premium to be used for evaluation and comparison purpose has been revised from 0.0554% to **0.072%**.

**Article E-12. Performance Security and Specimen of Guarantee**

Terms and conditions regarding the forms and the amount of performance security have been revised.

**Article E-13. Inspection and Tests**

Terms and conditions regarding inspection and tests have been revised.

**Article E-14. Preparation for Shipment and/or Delivery**

Details in the table of Instructions for Packaging at the end of Section E have been revised.

**Article E-16. Shipment**

The Maritime Promotion Bureau has been updated to the Maritime Promotion Division and its contact information has also been updated.

**Article F-8. Payment**

After each payment is made, the Contractor or beneficiary shall issue and submit the receipt to EGAT as detailed in the paragraph added at the end of this article.

**Article F- 11. Drawings and Documents to be Furnished by Contractor**

Terms and conditions regarding EGAT's document management system have been added and the number of copies of the drawings and documents in Print and CD-ROM in the tables of Drawings and Documents to be Furnished by the Contractor (For Control and Protection Equipment) and of Drawings and Documents to be Furnished by the Contractor (For All Equipment except Control and Protection Equipment) at the end of section F have been revised.

**Article F-12. Maintenance Security and Specimen of Maintenance Guarantee**

Terms and conditions regarding the forms and the amount of maintenance security have been revised.

International Procurement Department - Transmission Segment  
Procurement and Inventory Management Division  
Electricity Generating Authority of Thailand  
Bangkrui, Nonthaburi 11130  
Thailand

on or before 10:00 a.m., Bangkok Standard Time, .....*see Tentative Schedule*.....

If the envelope(s) is not sealed, marked and addressed as required above, EGAT will assume no responsibility for the bid misplacement or premature opening.

Bids will be opened publicly at *place and* time specified *in Tentative Schedule*.

Bids received after the time stipulated herein shall be rejected and returned unopened.

**A-6. Availability of Bidding Documents**

The Bidding Documents are available for examination *and online purchase at <http://www4.egat.co.th/fprocurement/biddingeng/>* and can be obtained *by downloading via link provided by EGAT* upon payment to EGAT, non-refundable, in the amount of USD 20.- or Baht 500.-. These prices include the value added tax.

**ELECTRICITY GENERATING AUTHORITY OF THAILAND**

*(Revision 1)*

**Tentative Schedule for Invitation to Bid No. TS12-SWG-04**

**Supply of 115 kV Compact Switchgear**

**Transmission System Expansion Project No. 12**

<b>Process</b>	<b>Date</b>	<b>Time</b>
Announcement	December 18, 2024	-
Bid selling period	December 18, 2024 to <i>February 21, 2025</i>	-
Bid opening date	<i>March 5, 2025</i>	9:00 - 10:00 hrs.

\*Bid will be opened publicly at Bidding room, 1<sup>st</sup> floor, Tor 082 Building at 10:00 hrs.

*Wachan*

persons duly authorized. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.

- d. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- e. Modification by letter or *by letter submitted electronically or by electronic mail (E-mail)* to bids already submitted will be considered if received prior to the time fixed for the receipt of bids. Confirmation by letter of any modification *evidenced* by post mark or by *letter submitted electronically or by electronic mail (E-mail)* should be sent to EGAT not later than the deadline for submission of Bids.
- f. No Bidder will be permitted to alter his bid after the bids have been opened, but clarifications not changing the substance of the bid therein may be accepted.
- g. Bidder may quote for any schedule or all schedules as called for, but shall quote for all items of the schedule(s) proposed. Consideration will be made as stipulated in Article B-12. Evaluation and Comparison of Bids.
- h. Any price discount to be offered shall be clearly stated in the Discount Form accompanied with the Bid to be submitted on the bid opening date specified herein.

## **B-2. Bid Prices**

### Currency

Bid prices as shown in Article C-1. Price Schedule shall be firm, not subject to adjustment and payable in the currencies as follows :

- a. The bid price shall be quoted in Thai baht, US dollar, euro, Japanese yen, renminbi (Chinese yuan), or in the Bidder's or Manufacturer's home currency only if his currency trading is prevailed at the time of bidding in any international market other than in Bidder's or Manufacturer's home country.

If the currencies quoted by the Bidder do not conform to the requirement set forth herein, EGAT reserves the right to convert the bid price to US dollars by using the exchange rate on the **Bloomberg** screen which is announced at 10.00 a.m. (Bangkok Time) on the bid opening date. Such converted bid price in US dollars shall be treated as the Bidder's proposed bid price. In such case the Contract Price for such portion under the Contract shall be made in US dollars.

Subject to paragraph a. above, in case the Bidder expects to incur a portion of its expenditures in the performance of the Contract in more than one currency and wishes to be paid accordingly, the bid price shall be expressed in different currencies and the respective amount in each currency together making up the total price.

- b. Local expenditures shall be quoted in Thai Baht.
- c. Payments will be made in the currency or currencies in which the bid prices have been stated.

Source of Supply and Service

- a. Prices for Equipment manufactured in Thailand shall be firm ex-works prices and quoted in Thai Baht. Any import duty and taxes (value added tax included) assessed by the Government of Thailand at the port of entry on imported raw materials or components shall be paid by the Contractor and included in these ex-works prices.
- b. Prices for Equipment manufactured outside Thailand (imported Equipment) shall be firm, stated both on FOB Port of Shipment/Vessel and CFR Thai Port basis, and quoted in currencies specified above. Any import duty, excise tax (if any) and value added tax to be assessed by the Government of Thailand at the port of entry shall not be included in the quoted bid prices.

***Prices for the following Equipment manufactured outside Thailand which was imported before the bid opening date shall be firm ex-works and quoted in Thai baht, provided that the Bidder shall submit any document(s) evidencing the importation date of such Equipment:***

- ***Power Fuse***
- ***Stationary Battery and Battery Charger***
- ***Insulator for substation***
- ***Cable Termination***
- ***Compression Connector and Miscellaneous Hardware***
- ***Bus Fittings***
- ***Grounding Material***
- ***Substation Miscellaneous***

- c. Prices for services including cost of installation supervisor (if any) shall be firm.
- d. All expenses incurred for the Work specified in Article F-1. Scope of Work shall be included in the quoted Bid Prices.

Price Schedule

The Bidder shall enter a unit price, an amount, or a lump sum price, as required, for every item listed in the price schedule. If the unit price as entered does not conform to the amount entered for the same item, the unit price shall govern. If the sum of the amount entered for individual items does not conform to the total amount entered for these amounts under total bid prices, then the sum of the amount entered for the individual items shall govern.

Where quantity and total price only are required, the unit price shall be taken as the stated total price divided by the quantity specified.

Except for foreign supply, VAT at the prevailing rate shall be filled automatically in the Summary of Bid Price of the price schedule in the Excel file. However, the Contract Price shall include VAT only for the portion of Work which is subject to VAT.

### **B-3. Bid Security**

The original of the bid submitted shall be accompanied with a bid security in the form of a cash deposit, *or a cashier cheque issued by a local bank*, or a bank guarantee or a letter of guarantee issued only by a local bank or an acceptable financial institution in Thailand, or by a foreign bank counter-guaranteed by a local bank as primary obligor. *In case of a cash deposit or a cashier cheque, only Thai baht can be made.*

The bid security shall be in a form as per specimen attached or in any other form with essential content in accordance with the specimen, and made payable to EGAT in the amount as specified in Data Sheet. Any bid not being accompanied with bid security shall be rejected. The bid security shall remain in force up to and including ninety (90) Days after the expiry date of the bid validity.

The bid security shall be forfeited in favor of EGAT if :

- a. The Bidder withdraws his bid after the bid is opened; or
- b. The successful Bidder fails for any reason to execute the Contract or to furnish a performance security.

The Bidder may, upon EGAT's request to extend the bid security when it has expired, refuse to do so without forfeiting the bid security. A Bidder granting the request will be neither required nor permitted to modify his bids.

The bid security of unsuccessful Bidder(s) will be returned as decided by EGAT or within thirty (30) Days following EGAT's acceptance of the successful Bidder.

The bid security of the successful Bidder will be returned upon execution of the Contract and after the performance security furnished has been accepted by EGAT.

### **B-4. Validity of Bids**

The validity of the bid shall be as specified in Data Sheet.

In the event EGAT requires the validity period to be extended, EGAT may in writing or by *letter submitted electronically or by electronic mail (E-mail)* so notify the Bidders at least fourteen (14) Days prior to the expiry date of the validity period, in which event any Bidder not agreeing to such request for extension may withdraw his bid by so advising EGAT in writing or by *letter submitted electronically or by electronic mail (E-mail)* prior to the expiry date of the original validity period. If the advice of withdrawal shall not have been received by EGAT prior to the said date, the extension shall be deemed to have been accepted by the Bidder, and the Bidder shall be required to extend the effective period of the bid security accordingly.

**D-6. Mutual Obligations**

EGAT and the Contractor mutually agree to perform, fulfill, abide by, and submit to any and all of the provisions and requirements and all matters and things contained or expressed in, or reasonably to be inferred from these Contract Documents.

**D-7. Deposit of Performance Security**

The Contractor agrees to deposit with EGAT an acceptable performance security in accordance with the Contract Documents.

**D-8. Assignment**

The Contract or any part thereof shall not be assigned or pledged without the written consent of EGAT, nor shall the Contractor assign or pledge any money due, or to become due, to him hereunder, without the prior written consent of EGAT.

**D-9. Notices**

All notices called for by the terms of this Contract shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses :

EGAT	:	Governor Electricity Generating Authority of Thailand Bangkruai, Nonthaburi 11130 Thailand
Contractor	:	_____ _____ _____ _____

All notices called for by the terms of this Contract shall be in the form of registered letters or *letters submitted electronically or electronic mails (E-mails)* in the English language.

#### **E-15. Clearance and Weight Limitations**

The largest unloading facilities at Bangkok Wharf are 35 metric ton cranes. Lifts heavier than 35 tons will have to be handled by ocean freighter on-board lifting equipment. Ocean freighters of the 10,000 tons class regularly calling at Bangkok Wharf have off-loading capacities to handle 50 tons.

The largest unloading facilities at Laem Chabang Port are 30 metric ton cranes. Lifts heavier than 30 tons will have to be handled by ocean freighter on-board lifting equipment.

Generally, unloading at Thai Port and highway transportation are subject to the following limitations:

Dimensions	Limitations		
	Unloading at Bangkok Wharf/ Highway Transportation		Unloading at Laem Chabang Port/Maptaphut Port
Weight (tons)	60.0	>60.0-135.0	120.0
Width (meters)	3.5	3.5	4.5
Length (meters)	10.0	10.0	25.0
Height from Loading Platform (meters)	3.7	4.0	4.0

The Contractor shall therefore exercise due care to pack the Equipment to meet the above transport limitations.

For Power Transformer and Shunt Reactor, the shipping weight of the largest part is indicated in Ratings and Features.

#### **E-16. Shipment**

Shipment of Equipment from port of embarkation to the final port of discharge shall be effected by using Thai vessels through the sea freight forwarder appointed by the Contractor. The Contractor is required to notify EGAT of the name of the sea freight forwarder one (1) week prior to shipment.

According to the regulations of *the Maritime Promotion Division*, Marine Department (as amended from time to time), shipments by non-Thai vessels can be made after

receipt of permission granted by *the Maritime Promotion Division*, Marine Department as requested by the Contractor.

The Contractor is, therefore, required to immediately contact *the Maritime Promotion Division*, Marine Department for such permission with supporting documents of the case thereof for arrangement of the permission in advance.

The Contractor shall follow all other regulations stated in the Mercantile Marine Promotion Act B.E. 2521 and the regulations of *the Maritime Promotion Division*, Marine Department (as amended from time to time).

The Contractor shall be liable for any and all costs and expenses, losses and/or damages suffered by EGAT as a result of the Contractor's failure to comply with such regulations.

For more information, the Contractor may contact *the Maritime Promotion Division, Marine Department at telephone No. 66 2233 1311-8 extension 387 and facsimile No. 66 2639 4778, <https://maritimepromotion.md.go.th/>*

All imported Equipment shall be shipped on Conference Line or on seaworthy oceangoing vessels which are members or associate members of the International Association of Classification Societies (IACS) and ISM Code Certified Vessels. Vessels over fifteen (15) years of age shall not be used for shipment under this Contract unless they : -

- a) have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports and do not exceed twenty-five (25) years of age, or
- b) were constructed as containerships, vehicle carrier or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed thirty (30) years of age.

Shipment shall be made under deck except for such Equipment which for dimensional reasons cannot be stowed in the vessels hold. In case Equipment cannot be stowed in the vessel hold, permission shall be obtained from EGAT prior to loading such Equipment on deck. Such approval shall not be unreasonably withheld. The Contractor shall in any case be responsible for proper packing for protection of such Equipment loaded on deck of the vessel. Shipment of all Equipment by dry cargo container will be accepted, but all the incidental expenses shall be borne by the Contractor.

For shipment of Equipment under this Contract, transshipment is allowed.

Any delicate Equipment, materials, instruments and tools including but not limited to computers, electronic parts, etc., shall be shipped by airfreight. The Contractor shall be

responsible for proper packing for protection of such Equipment loaded on cargo hold of the aircraft.

Air freight shipment to airport of disembarkation in Thailand shall be effected through the air freight forwarder appointed by the Contractor. The Contractor is required to notify EGAT of the name of the air freight forwarder one (1) week prior to shipment.

#### **E-17. Documents Required for Each Shipment**

##### **a. For Seafreight**

For accounting procedure, the Contractor is required to send to EGAT the bill of lading, invoice and master packing list immediately by *letter submitted electronically or by electronic mail (E-mail)* but not later than three (3) Days after the Equipment are actually loaded free on board (FOB Vessel) at the port of Shipment.

One (1) original negotiable bill of lading, three (3) original signed invoices and packing lists shall be mailed directly to EGAT by express airmail within four (4) working days after the date of departure of the ocean-going vessel from the port of shipment.

Two (2) original negotiable and five (5) copies of non-negotiable bill of lading, ten (10) original signed invoices and three (3) copies of packing lists shall be submitted to EGAT through the Bank within the time as specified in the letter of credit. - This requirement is applied only in case payment is made by letter of credit.

##### **b. For Airfreight**

For accounting procedure, the Contractor is required to send to EGAT the airway bill, invoice and master packing list immediately by *letter submitted electronically or by electronic mail (E-mail)* but not later than three (3) Days after the Equipment are actually loaded on the air carrier at the airport of departure.

Three (3) original signed invoices and packing lists shall be attached to the airway bill and dispatched together with the airfreight shipment.

One (1) copy of airway bill, two (2) original signed invoices and packing lists shall be sent directly to EGAT by courier within four (4) working days after the date of departure of the carrier from the airport.

Two (2) copies of airway bill, ten (10) signed invoices and three (3) copies of packing lists shall be submitted to EGAT through the bank within the time as specified in the letter of credit. - This requirement is applied only in case payment is made by letter of credit.

A form of maintenance security acceptable to EGAT is shown in Article F-12. Maintenance Security.

#### **F-8. Payment**

Payment in foreign currency will be made in the currency or currencies in which the price has been stated in the price schedules. The Contractor has to inform EGAT the mode of payment he requires for payment for foreign currency portion together with detail of bank account No., beneficiary's name and address etc. ***If the Contractor requires the payment of foreign currency portion to be paid directly to the suppliers, he has to inform EGAT which portion of the Contract Price, as stipulated in the term of payment of the Contract, to be paid accordingly.*** In case the local Contractor requires foreign currency or currencies to be paid directly to him, payment of such foreign currency or currencies will be made to the local Contractor in Thai Baht by using the ***selling*** exchange rate published by the Bank of Thailand on the ***payment*** date.

In case the Contractor requires the payment of foreign currency portion to be made through letter of credit, EGAT will, if there is no fault or any delay caused by the Contractor, establish the letter of credit in the name of the Contractor or Suppliers not later than thirty (30) Days after signing the Contract. The Contractor shall be responsible for all bank charges inside and outside Thailand and including opening, amendment, reimbursing charges, payment commission, cable charges, discrepancy fee, acceptance commission and others (if any) arising from Letter of Credit.

Payment in local currency will be made directly by EGAT.

The Contractor or beneficiary has to inform EGAT by mailed letter or ***letter submitted electronically or by electronic mail (E-mail)*** immediately the date upon which he has received the original letter of credit ***to be*** opened in his favour.

Payment will be made in the following manner :

##### **a. Payment for Equipment (except Spare Parts and Optional Items)**

###### **Foreign Supply**

1. Eighty (80) per cent of the Contract Price will be paid after delivery FOB Port of Shipment (FOB Vessel) on the basis of pro rata value of each shipment against presentation of invoices, shipping documents, EGAT's letters of approval for shipment and EGAT's letter of approval for test report\* of the relevant Equipment including EGAT's letter(s) of approval for final drawings only for Control and Protection Equipment.