

ELECTRICITY GENERATING AUTHORITY OF THAILAND

**Supplemental Notice No. 2**

**Invitation to Bid No. RTS3-S-02**

**Supply and Construction of 115 kV Chaiyaphum Substation (GIS) and  
Improvement of 230 kV Chaiyaphum Substation**

**Transmission System Expansion and Renovation Project Phase 3**

**(Two-Envelope)**

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The attached Supplemental Notice shall be considered as part of the bidding documents No. RTS3-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 : [thana.kir@egat.co.th](mailto:thana.kir@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

May 16, 2025

ACKNOWLEDGEMENT

This undersigned Bidder hereby certifies that the additions, deletions and revisions set forth in this Supplemental Notice to Invitation to Bid No. RTS3-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 \_\_\_\_\_

**Supplemental Notice No. 2**

**Invitation to Bid No. RTS3-S-02**

**Supply and Construction of 115 kV Chaiyaphum Substation (GIS) and  
Improvement of 230 kV Chaiyaphum Substation**

**Transmission System Expansion and Renovation Project Phase 3**

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

1. Anti-Corruption Compliance Checklist  
Replace with the revised Anti-Corruption Compliance Checklist with Rev.1 attached.
2. Important Information  
Replace pages - i - to - iv - with the revised pages with (Rev.1) attached.
3. Data Sheet  
Replace pages - i - to - ii - with the revised pages with (Rev.1) attached.
4. Section A : Invitation to Bid, Article A-3. Eligibility of Bidders: General Requirements, Article A-6. Preparation and Delivery of Bids, and Article A-7. Availability of Bidding Documents  
Replace pages - A2 - and - A17 - to - A18 - with the revised pages with (Rev.1) attached.
5. Section B : Instructions to Bidders, Overview of the Procurement Process, Article B-1. Preparation of Bids, Article B-4. Validity of Bids, and Article B-8. Information to be Submitted with Bid  
Replace pages - B1 - to - B2 -, - B6 -, and - B9 - with the revised pages with (Rev.1) attached.
6. Section D : Contract, Article D-9. Notices  
Replace page - D3 - with the revised page with (Rev.1) attached.
7. Section E : General Conditions, Article E-19. Shipment and Article E-20. Documents Required for Each Shipment  
Replace pages - E18 - to - E20 - with the revised pages with (Rev.1) attached.
8. Section F : Special Conditions, Article F-11. Payment  
Replace pages - F18 - and - F26 - with the revised pages 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 - C16 -, Article C-5. Supplemental Notices.

**Anti-Corruption Compliance Checklist**

**Rev.1**

Bidders shall provide written minimum standards of the policy and directions for anti-corruption in relation to procurement (“Minimum Standards”) together with supporting evidence pursuant to the Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act, B.E. 2560 (A.D. 2017). This checklist shall be submitted with Bids.

Project: (Please specify the project for which you are bidding).....

State Agency: Electricity Generating Authority of Thailand

Bidder Name: (Please specify the bidder’s name).....

Please mark  one of the following boxes  that applies to the bidders\* and complete all details in the space provided:

1. Have one of the following certificates:
- Certificate under ISO 37001 Anti-Bribery Management Systems, or
  - Certificate from the Thai Private Sector Collective Action against Corruption, or
  - Certificate as prescribed by the Anti-Corruption Co-operation Committee: (Please specify the certificate name)
- Validity period: .....(Please specify the validity period of the chosen certificate).....
- Please attach an evidence of the chosen certificate.

2. Do not have a certificate as specified in item 1, but have the Minimum Standards with one of the following validity:
- Perpetual Validity, or
  - Validity period: .....(Please specify the validity period of the Minimum Standards).....

Details of the Minimum Standards and supporting evidence are as follows: (Please mark  in the “Yes” or “No” column):

Item	Yes	No	Reference Evidence (Please specify Article)
1. Bidders have any clearly defined written anti-corruption policies that is regularly updated.			
2. Bidders have any clearly defined written guidelines, methods, or measures for preventing corruption in procurement that is regularly updated, including but not limited to:			
2.1 Code of Conduct			
2.2 Internal unit or personnel explicitly responsible for the prevention of corruption			
2.3 Penalties or regulations against corruption			
2.4 Channels or systems to report any suspicious or queries related to corruption			
2.5 Anti-corruption training plan			
3. Bidders have communicated and publicized the anti-corruption policies and guidelines relation to procurement as stated in items 1 and 2.			
4. Bidders have provided training on anti-corruption to directors, executives, or employees.			
5. The anti-corruption policies and guidelines are reviewed at least every three (3) years.			

We hereby certify that the information provided above and the supporting evidence are true and correct.

Signed .....

(.....)

Name of Bidder

Stamp company seal (if any)

Date.....

\* Notes:

1. The certificate or Minimum Standards shall remain valid and effective from the technical proposal opening date until the date of receipt of the final payment under the contract.
2. If the bidders do not have a certificate, the bidders shall fulfill all items stipulated in the above table to meet the Eligibility of Bidders’ criteria for participation in this procurement.
3. In case of Consortium of two (2) or more firms, partnership or companies, this checklist of each member shall be submitted separately.
4. In the case of an unincorporated Joint Venture, each participant shall submit this checklist separately.
5. This checklist is a translation from Thai based on the Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act, B.E. 2560 (A.D. 2017), dated September 25, 2024. In the event of any discrepancy, the Thai version in the notification shall prevail.

**Important Information**  
**for**  
**Invitation to Bid No. RTS3-S-02**

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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-3. Eligibility of Bidders: General Requirements**

According to the Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act, B.E. 2560 (A.D. 2017), the article has been updated.

**Article A-6. Preparation and Delivery of Bids**

Details on how to prepare the proposal have been revised and the details of technical proposal opening time and place shall be specified in the Tentative Schedule.

## **Article A-7. 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).

- B-1. Preparation of Bids
- B-4. Validity of Bids
- D-9. Notices
- E-20. Documents Required for Each Shipment
- F-11. Payment

## **Section B : Overview of the Procurement Process**

The procurement process diagram has been updated.

### **Article B-1. Preparation of Bids**

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 B-2. Bid Prices**

For Source of Supply and Service 1. Prices for Equipment, Prices for Equipment manufactured outside Thailand (imported Equipment), shall be firm CIF 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.

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

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

**Article B-8. Information to be Submitted with Bid**

According to the Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act, B.E. 2560 (A.D. 2017), the article has been updated.

**Article E-15. Performance Security and Specimen of Performance Security**

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

**Article E-16. Inspection and Tests**

Terms and conditions regarding inspection and tests have been revised.

**Article E-19. Shipment**

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

**Article E-35. Advance Payment Security**

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

**Article F-8. Drawings and Documents to be Furnished by the Contractor**

Terms and conditions regarding EGAT's document management system in item a. have been added. The number of copies of the drawings and documents in Print and CDROM has been revised and Item c. Reproducible Drawings has been deleted. Details in Drawings and Document

**Article F-11. 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.

According to the Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act, B.E. 2560 (A.D. 2017), the article has been updated.

**Article F-18. Maintenance Guarantee and Article F-19. Maintenance Security**

In case all obligations on the part of the Contractor for the work under separated guarantee period under the Contract have been fulfilled, the Contractor is entitled to request EGAT to return the maintenance security guaranteed for such work regardless of the non-issuance of the Final Acceptance Certificate.

**Article F-19. Maintenance Security and Specimen of Maintenance Guarantee**

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

**Article G-5. Safety of Personnel and Third Parties and Prevention of Accidents**

Safety terms and conditions have been revised. The Contractor shall observe and comply with the revised terms and conditions including Table 1. Safety Criteria and Conditions, Table 2. Contractor's Safety Information, and Table 3. Contractor Safety Evaluation Checklist which have been added at the end of Section G.

# DATA SHEET

for

## Invitation to Bid No. RTS3-S-02

(Two-envelope)

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This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Bidding Documents.

### Article A-1. Invitation

Insert the following as the second and third paragraphs of this article respectively:

“ The Letter of Award of Contract to be issued to the successful Bidder will be made after EGAT obtains the Project approval from the Government of Thailand, and the approval for Project implementation from the Government’s authority and/or other related entities as required (if any) by Thai laws.

Unless EGAT gets approval as such, the Project and the work under this invitation has to be cancelled. In the event such cancellation is required, all costs incurred by the Bidder in purchasing documents and preparing his bid shall be at his own account and will not be reimbursed by EGAT.”

### Article A-3. Eligibility of Bidders: General Requirements

The following requirement shall be added to item J.:

- j. Bidders shall provide written minimum standards of the policy and directions for anti-corruption in relation to procurement together with supporting evidence pursuant to the Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act, B.E. 2560 (A.D. 2017).*

### Article B-3. Bid Security

The amount of bid security shall be USD 1,327,080.- or THB 44,955,000.-.

### Article B-4. Validity of Bids

The validity of the bid shall be for three hundred (300) Days from the date specified for opening of technical proposals.

Article B-8. Information to be Submitted with Bid

The following document shall be added to Article B-8. Information to be Submitted with Bid:

- s. *Bidder's minimum standards of the policy and directions for anti-corruption in relation to procurement, together with the completely filled out Anti-Corruption Compliance Checklist as provided, and supporting evidence.*

*Where the Bidder holding a certification under ISO 37001 Anti-Bribery Management Systems, certification from the Thai Private Sector Collective Action against Corruption (CAC Certified), or any certification as prescribed by the Anti-Corruption Co-operation Committee, shall be deemed to have satisfied the minimum standards of the policy and directions for anti-corruption in relation to procurement. Such certification documents may be submitted as part of the bid.*

*Such minimum standards of the policy and directions for anti-corruption in relation to procurement, or the certification, shall remain valid and effective from the technical proposal opening date.*

Article F-15. Liquidated Damages for Late Completion and Late Delivery, item a. For Complete Construction of Substation,

If the Contractor fails to meet any of the completion dates for Schedule 1 : 115 kV Chaiyaphum Substation (GIS) or Schedule 2 : 230 kV Chaiyaphum Substation, the liquidated damages shall be at the rate of one-tenth of one (0.10) per cent of the total Contract Price for Schedule 1 : 115 kV Chaiyaphum Substation (GIS) and Schedule 2 : 230 kV Chaiyaphum Substation for each Day of delay. This sum is payable regardless of the actual loss and/or damages incurred.

Maintenance Guarantee Period

- For all Work except 500 kV System

The Contractor shall guarantee the proper functioning of the Work for a period of one (1) Year except the following Equipment the guarantee period of which shall be as follows :

<u>Equipment</u>	<u>Period of Guarantee (Year)</u>
- Fault Recording System	2
- Control and Protection System	2

- For 500 kV System

The Contractor shall guarantee the proper functioning of the Work for a period of five (5) Years.

Defective Equipment to be replaced with the whole new set

Not Applicable

- d. The Bidder shall be a juristic person who manufactures or provides such material or services, as the case may be, and not be named in the List of Work Abandoners published by the Permanent Secretary, Ministry of Finance and/or in the Debarment List and/or in the List of Work Abandoners declared by EGAT.
- e. The Bidder shall not be a Jointly Interested Bidder with other Bidders as from the date of EGAT's issuance of the Invitation to Bid, or shall not be a person who undertakes any action as an "Obstruction of Fair Price Competition" as defined in Additional Regulation for this Invitation.
- f. The Bidder shall not either be EGAT's consultant or involving in EGAT's consultancy company under this Invitation, or have EGAT's personnel involved in his business as shareholder having voting right that can control his business, director, manager, officer, employee, agent or consultant except for the ones who are officially ordered by EGAT to act or participate therein.
- g. The Bidder shall not be the person who is privileged or protected not to be taken any legal proceeding under Thai Court; provided that such Bidder's government declares that such special privilege is waived.
- h. In case of a joint venture or consortium, the Bidder shall carry out all the work under such formation from the time of bidding until the fulfillment of the Contract.
- i. The Bidder must have purchased the bidding documents from EGAT. For a joint venture or a consortium, only one (1) member of the joint venture or consortium is required to purchase the bidding documents.

In case the Bidder's name is not exactly the same as the purchaser's name, the purchaser shall notify EGAT of the name of the Bidder in writing prior to the *technical proposal* opening time.

- j. ***Bidders shall provide written minimum standards of the policy and directions for anti-corruption in relation to procurement together with supporting evidence pursuant to the Notification of the Anti-Corruption Co-operation Committee Concerning Minimum Standards of the Policy and Directions for Anti-Corruption in Relation to Procurement Required to be put in place by the Business Operator, in accordance with Section 19 of the Public Procurement and Supplies Administration Act, B.E. 2560 (A.D. 2017).***

II. All Bidders should preferably meet the following requirements; failure to so comply may constitute sufficient ground for rejection.

- a. The Bidder shall have adequate fund to meet financial obligations incidental to this Contract.
- b. The Bidder shall supply documentary evidence established in accordance with Article B-8. Information to be Submitted with Bid to demonstrate adequately that he is eligible to bid and is qualified to perform the Contract if his bid is accepted. Bidder should also demonstrate his capacity to perform the Work either with or without the use of subcontractor.

SUPPLY AND CONSTRUCTION OF 115 kV CHAIYAPHUM SUBSTATION  
(GIS) AND IMPROVEMENT OF 230 kV CHAIYAPHUM SUBSTATION

TRANSMISSION SYSTEM EXPANSION AND  
RENOVATION PROJECT PHASE 3

PRICE PROPOSAL

The Envelope **II** for the price proposal shall contain the following :

- a. price schedules according to Section C
- b. ***Discount Form***
- c. ***USB flash drive containing electronic files of the price proposal in the following formats :-***
  - ***PDF files of all pages of each volume of the price proposal, and***
  - ***Excel files of filled-in Price Schedule***

The technical proposal and the price proposal shall be addressed and delivered to :

International Procurement Department - Transmission Segment  
Procurement and Inventory Management Division  
Electricity Generating Authority of Thailand  
Bangkruai, 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.

Technical proposals 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.

The technical proposals will be reviewed to determine their responsiveness to the Specifications and requirements.

The price proposals of the responsive technical proposals will be opened publicly at the place and time which will be specified at a later date, which will not be later than 150 Days after the technical proposal opening.

**A-7. 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 270.- or Baht 8,000.-; these prices include the value added tax.

Note : At the time of bidding, EGAT's Specifications and all Drawings need not be submitted, although they are considered as part of the Bidding Documents.

## INSTRUCTIONS TO BIDDERS

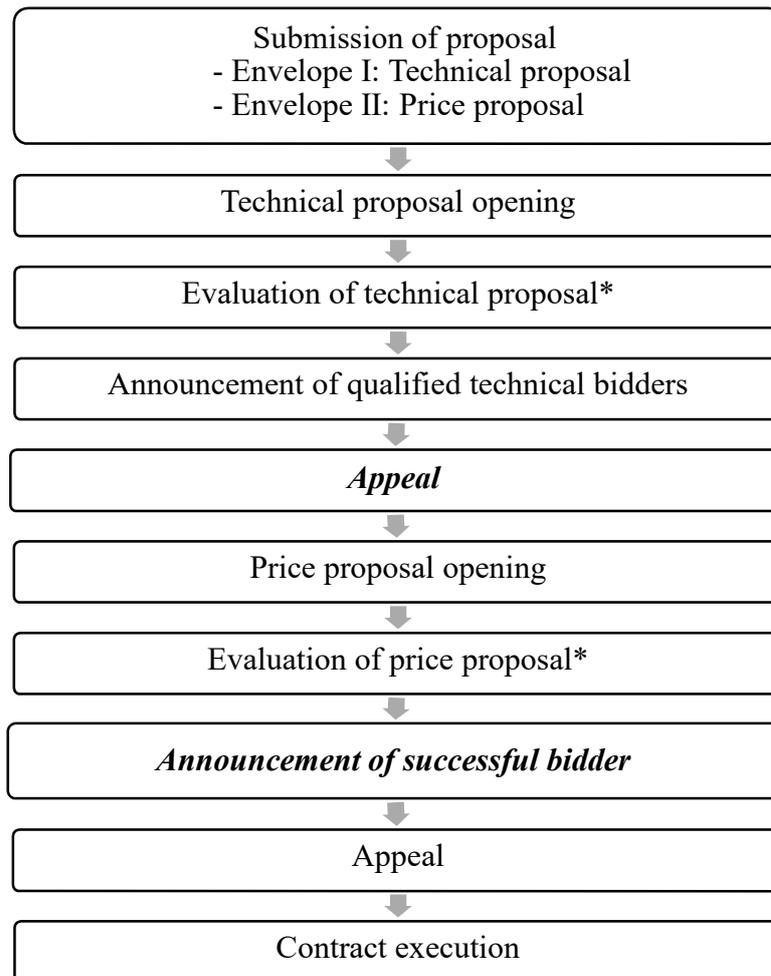
### Overview of the Procurement Process

Bid prices and the Contract Price shall include value added tax (VAT) imposed under the law of Thailand. The medium cost announced by EGAT is inclusive of VAT and other relevant expenses.

The amounts of performance security, maintenance security, and liquidated damages shall also be based on the Contract Price including VAT (if any).

For evaluation and comparison of Bids, the bid price shall be evaluated according to the conditions specified in the bidding document.

The procurement process is summarized in the following diagram.



### \*Remarks

1. The Bidder shall be deemed to have carefully examined all of the terms, conditions and Specifications of the Bidding Documents.
2. EGAT will take into consideration the conformity of the bid to the requirements of the Bidding Documents as well as the suitability for the purpose intended.
3. EGAT will not be bound to accept the bid with the lowest indicated cost. EGAT reserves the right to accept the bid which in its judgement is the lowest evaluated bid.

## **B-1. Preparation of Bids**

- a. Bids shall be prepared in English, in one (1) original hard copy clearly marked "Original" and one (1) electronic copy contained in USB flash drive, and submitted at the place and time specified for receipt of bids.

In the event of any discrepancy between the original hard copy and the electronic copy, the original hard copy shall govern.

- b. Bidder shall submit only one (1) proposal.
- c. The "Original" shall be prepared on the bid forms included and made a part of the Bidding Documents, which shall be submitted with all applicable blanks in the bid forms properly filled in, and shall be manually signed in ink by a person or persons duly authorized. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

- d. 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.
- e. No Bidder will be permitted to alter his bid after the bids have been opened, but clarification not changing the substance of the bid therein may be accepted.

### **I. Technical Proposal**

- a. Technical proposals will be reviewed to determine the compliance with the Specifications and requirements. Letters conveying the evaluation results will be sent to each Bidder.
- b. For Proposal Data, Bidder shall fill in information of Proposal Data in Excel file contained in the Bidding Documents, and submit one (1) original hard copy with the Excel and PDF file in USB flash drive to EGAT at the same time of bid submission.

### **II. Price Proposal**

- a. Only qualified Bidders whose technical proposals are compliant are allowed to have his price proposal opened on the price proposal opening date.
- b. For price quotation, Bidder shall fill in bid prices in Excel files of Price Schedules contained in the Bidding Documents in accordance with Price Quotation Instructions in Section C, Part 1 : Price Proposal, and submit one (1) original hard copy with the PDF and Excel files in USB flash drive to EGAT at the same time of bid submission.

- c. The successful Bidder fails for any reason to execute the Contract or to furnish the 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) whose technical proposals were rejected will be returned after the opening of price proposals. The bid security of unsuccessful Bidder(s) whose technical proposals were accepted will be returned 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 is not received by EGAT prior to the said date, the extension shall be deemed to be accepted by the Bidder, and the Bidder shall be required to extend the effective period of the bid security accordingly.

**B-5. Delivery of Bids**

Where bids are submitted by mail, the hour and date of receipt of the bid will be taken as that certified by EGAT. For all bids delivered directly, a receipt will be furnished to the Bidder indicating the place, hour, and date of delivery. Late bids will be returned unopened.

**B-6. Withdrawal of Bids**

Bids may be withdrawn only on written request which are received by EGAT prior to the time fixed for the receipt of the bids. Negligence on the part of the Bidder in preparing his bid confers no right for the withdrawal of the bid after it has been opened. Whenever a bid has been withdrawn, it will be returned unopened to the Bidder.

**B-7. Interpretation of Bidding Documents before Bid Opening**

If a prospective Bidder is in doubt about the true meaning of any part of the Bidding Documents, the Bidder may submit to EGAT a written request for a reply or an interpretation. Such request shall be submitted to EGAT at least thirty (30) Days

If the Bidder has registered as a VAT registrant, he shall submit EGAT an evidence of VAT registration. On the contrary, if the Bidder is not registered as a VAT registrant, he shall inform EGAT whether he will register as a VAT registrant or not.

In case the Bidder is a consortium, each member of the consortium shall fill in the Confirmation Form provided for consortium Bidders.

r. Filled-in Documentary List and documents required according to Additional Regulation.

s. *Bidder's minimum standards of the policy and directions for anti-corruption in relation to procurement, together with the completely filled out Anti-Corruption Compliance Checklist as provided, and supporting evidence.*

*Where the Bidder holding a certification under ISO 37001 Anti-Bribery Management Systems, certification from the Thai Private Sector Collective Action against Corruption (CAC Certified), or any certification as prescribed by the Anti-Corruption Co-operation Committee, shall be deemed to have satisfied the minimum standards of the policy and directions for anti-corruption in relation to procurement. Such certification documents may be submitted as part of the bid.*

*Such minimum standards of the policy and directions for anti-corruption in relation to procurement, or the certification, shall remain valid and effective from the technical proposal opening date.*

Should the Bidder fail to submit any of the document described above and neglect to submit the same to EGAT within the time as specified by EGAT, such failure shall be sufficient reason for rejection of his bid.

Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of Equipment will not be considered.

If alternative Equipment is indicated in the bid, it shall be understood that EGAT will have the option of selecting any one of the alternates so indicated and such selection shall not be a cause for extra compensation or extension of time.

In case the Bidder proposes alternative Equipment, with the condition to supply any one of the alternates so indicated at his option, such bid will be considered conditional and may be considered sufficient reasons for rejection.

#### **B-9. Deviations from Specifications**

Unless otherwise provided in the specifications, the quality of Equipment and workmanship shall comply in all respects with the Standards required under the bidding documents.

If the Bidder proposes any minor deviations from the Specifications, he shall submit a statement of each proposed deviation referenced to the particular Article of these Specifications, details on the design drawings or article, paragraph and section of referenced standards or specifications. Full details of all minor deviations together with confirmation shall be submitted with the bid in a form provided in Section C. The Bidder shall submit, with his bid, copies of the standards or specifications proposed for his deviations. In case there is no statement in the form provided in Section C in the Bidder's proposal on the proposed deviations, the bid shall be regarded by EGAT as conforming in all respects to the terms and conditions and Specifications as stated in the bidding documents at no additional cost to the bid price.

Notwithstanding the foregoing, it is at EGAT's sole discretion in determining whether any of such proposed deviations is acceptable and in determining whether it is minor or major deviation.

**D-5. Obligation of EGAT**

EGAT agrees, subject to the terms and conditions of these Contract Documents, to pay to the Contractor the amount shown, and at the rates and times and in the manner set forth in these Contract Documents.

**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 these 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-19. Shipment**

The Contractor shall be responsible for transportation of the Equipment under the Contract from point of origin to the Work site. The customs clearance and the expenses related thereto including godown rent, landing and handling charges, etc. at the port of entry shall be the responsibility of the Contractor. The shipping documents shall be submitted to EGAT within the time specified under Article E-20. Documents Required for Each 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 carriers 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 vessel's hold. In case Equipment cannot be stowed in the vessel's 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 expense 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.

Transportation from the port to the site, unloading and handling at the site shall also be the responsibility of the Contractor.

The Contractor shall be responsible for delivery of all Equipment and/or materials manufactured and/or purchased in the Kingdom of Thailand to the site. Unloading and handling at the site is also the responsibility of the Contractor.

## **E-20. 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.

In case payment is effected through letter of credit, two (2) original negotiable and three (3) copies of non-negotiable bill of lading, five (5) original signed

invoices and three (3) copies of packing list shall be submitted to EGAT through the Bank within the time as specified in the letter of credit.

b. For Airfreight

For accounting procedure, the Contractor is required to send to EGAT the air waybill, 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.

In case payment is effected through letter of credit, two (2) copies of air waybill, five (5) 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.

To act in accordance with the rules and regulations of the Customs Department of the Kingdom of Thailand, the following declarations, other than regular statements, have to be made in English language in the invoice for any transaction concluded with EGAT :

- a. Country from which Equipment is purchased as well as country of origin; if the Equipment is produced in the country or group of countries where there are trade agreements between such country or group of countries and the Kingdom of Thailand, preferential treatment on import duty and taxes for importation of the Equipment is required;
- b. Electricity Generating Authority of Thailand as consignee and Thailand as consigning country;
- c. Date and Number of Contract;
- d. Name of Project;
- e. Marking and numbers, as well as gross weight and volume;
- f. Details of Equipment, i.e. names, kinds, qualities, quantities, net weights and other particulars as available for each type including trademarks or other symbols of such Equipment. If there are no trademarks or symbols, the invoice shall indicate "no trademarks" or "no symbols", as the case may be;
- g. Selling price or value of Equipment per unit expressed in the type of currency under transaction and representing actual price or value of Equipment as stated in the price schedules or price breakdown, as the case may be.

If the Contractor fails to specify the price or value of Equipment according to the Contract in the invoice prepared for shipment, the Contractor shall be held responsible for the following:

1. In case of over value or price of Equipment stated in the invoice, the Contractor shall be responsible for reimbursement to EGAT for the import duty and taxes (excluding value added tax) collected by the Customs

- a. Modification of the Specification, as provided in Article E-22. Changes and Extra or Omitted Work.
- b. Costs of Contract termination as provided in Article E-23. Termination or Suspension of Contract.
- c. Any other costs claimed by the Contractor, but not covered by specified items in the Contract.

The Contractor shall maintain complete updated records of the Work particulars relative to the above conditions.

#### **F-11. Payment**

Payment in foreign currency will be made in the currency or currencies in which the price has been stated in the Price Schedule. 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 :

#### **For Work on Supply and Construction Basis**

##### **a. Advance Payment**

Ten (10) per cent of the total Contract Price will be paid within sixty (60) Days after signing of the Contract against submission of an invoice together with an Advance Payment Security as specified in Article E-35. Advance Payment Security.

9. Fire Protection System for Switchyard Area.
  - a. Fire Walls. The unit price bid in the Price Schedule for fire walls shall include all costs of labor, materials, foundations and all other incidental work.
  - b. Oil Containing Pits and Oil Separator. The unit price bid in the Price Schedule for oil containing pits and oil separators shall include the cost of compacted sand, base, concrete steel reinforcement, forms, steel grating and all other incidental work.
  - c. Water Spray or Foam-Water Spray Extinguishing System. The unit price bid in the Price Schedule for the water spray or foam-water spray extinguishing systems shall include all costs of labor, materials, and all incidental work.
  - d. Portable Fire Extinguishers. The unit price bid in the Price Schedule for portable fire extinguishers shall include all costs of materials, installation and other incidental work.
10. Wire-Mesh Fence and Miscellaneous Equipment. The unit price bid in the Price Schedule shall include all cost of labor, materials, erection, foundations and all incidental work.
11. Energizing Test. The cost of energizing test shall include labor, tools, testing equipment, incidental work and test report.

*After each payment is made, the Contractor or beneficiary shall issue and submit the receipt to EGAT at e-mail : FFMS@egat.co.th within three (3) calendar days upon receipt of such payment. The details of receipt shall include but not be limited to the following:*

- *Company name and address*
- *The receipt date of payment*
- *Lists of Goods/Services the payment is made for*
- *Payment amount in numbers and in words*
- *Recipient signature*

*Please note that the Contractor shall provide written minimum standards of the policy and directions for anti-corruption in relation to procurement or a certification of anti-corruption standards that are valid until the date of receipt of the final payment under the Contract.*

*In the case where EGAT finds that the validity period of the Contractor's submitted minimum standards of the policy and directions for anti-corruption in relation to procurement, or the relevant certification, will expire before the date of receipt of the final payment under the Contract, EGAT shall issue a written notification to the Contractor requiring the submission of a revised or updated, completely filled out Anti-Corruption Compliance Checklist together with supporting evidence, prior to the expiration date of the existing Anti-Corruption Compliance Checklist.*

#### **F-12. Final Statement of Work Performed and Payment**

Prior to receiving of Provisional Acceptance Certificate of the Work as provided and contemplated by the Contract, the Contractor shall present to EGAT for review and approval a final statement of the Work performed.

After approval of the final statement, EGAT will pay to the Contractor any balance that may be due to the Contractor according to the final statement as approved by EGAT.

The amount due to the Contractor under the final statement will be paid after the Contractor has furnished to EGAT in regard to the Work covered by the final statement, a release of all claims against EGAT arising under and by virtue of this Contract.