

การไฟฟ้าฝ่ายผลิตแห่งประเทศไทย

REGISTRATION FORM

INVITATION TO BID NO. RTS2-SWG-02

FOR SUPPLY OF 33 kV SWICHGEAR

TRANSMISSION SYSTEM EXPANSION AND RENOVATION PROJECT PHASE 2

AVAILABLE DURATION FOR PURCHASING November 30, 2018 TO January 9, 2019

PRICE USD 16.- OR THB 500.-

COMPLETE DATA IS REQUIRED FOR THE BIDDER'S OWN BENEFITS

(โปรดกรอกรายละเอียดให้ครบถ้วนเพื่อประโยชน์ของบริษัท)

Step 1 : Fill out this Registration Form in English (Typing is preferred)

Step 2 : Submit this form for payment at Receivable Cashier Section (1st Floor, TOR 100 Bldg., Counter 4-8) Tel no. 02 436 5512

Step 3 : Bring the payment receipt and the copy of filled-out Registration Form to receive the bidding documents at International Procurement Department - Transmission Segment (Room No. 1202/2, 12th Floor, Building Tor. 101) Tel no. 02 436 0241-42

FOR PURCHASER				TAX ID :	
NO.		RECEIPT NO. :		DATE :	PURCHASER (ผู้ซื้อ):
BIDDER'S NAME (บริษัทผู้ซื้อเอกสาร)					
ADDRESS (ที่อยู่)					COUNTRY :
ATTN. (ผู้รับผิดชอบ):			FAX NO.:		TEL.:
E-mail :			e-GP Registration Date :		
LOCAL REPRESENTATIVE (ตัวแทนในประเทศ)					
ADDRESS (ที่อยู่)					TAX ID :
ATTN. (ผู้รับผิดชอบ):			FAX NO.:		TEL.:
E-mail :					
FOR PROCUREMENT OFFICER			CHANGE OF BIDDER'S NAME		TAX ID :
NEW BIDDER'S NAME (ชื่อผู้ซื้อเอกสารเปลี่ยนเป็น)					
ADDRESS (ที่อยู่)					COUNTRY :
ATTN. (ผู้รับผิดชอบ):			FAX NO.:		TEL.:
E-mail :					
LOCAL REPRESENTATIVE (ตัวแทนในประเทศ)					
ADDRESS (ที่อยู่)					TAX ID :
ATTN. (ผู้รับผิดชอบ):			FAX NO.:		TEL.:
E-mail :			e-GP Registration Date :		
FOR PROCUREMENT OFFICER			FOR PURCHASER		
Procurement Officer (ผู้ส่งมอบเอกสาร)			Document received by (ผู้รับมอบเอกสาร)		



INVITATION TO BID NO. RTS2-SWG-02

SUPPLY OF 33 kV SWITCHGEAR
TRANSMISSION SYSTEM EXPANSION AND RENOVATION PROJECT PHASE 2

The Electricity Generating Authority of Thailand (EGAT) is calling for the subject Invitation to Bid to be financed by EGAT's fund.

Place of Delivery : EGAT's Store at Chom Bung

Medium Cost (including Value Added Tax) : THB 12,800,000.-

Eligibility of Bidders

1. The Bidder shall be a juristic person who manufactures or provides such materials or services and shall not be named in the List of Work Abandoners published by the Office of Prime Minister and/or in the Debarment List and/or in the List of Work Abandoners declared by EGAT.
2. The Bidder shall neither fail to submit the Revenue and Expense Accounts nor fail to present proper and complete accounts under the Notification of National Anti-Corruption Commission Concerning Principles and Methods of Preparing Revenue and Expense Accounts of Project between Individual/Company and Government Agencies B.E. 2554 (A.D. 2011) issued on August 11, 2011 as amended from time to time ("the Notification").
3. The Bidder shall register for e-Government Procurement (e-GP) at Thai Government Procurement website (www.gprocurement.go.th) at telephone No. 66 2127 7386 – 89) of the Comptroller General's Department of Thailand.
4. The Bidder shall not be a Jointly Interested Bidder with other Bidders as from the date of EGAT's issuance of the Invitation, or shall not be a person who undertakes any action as an "Obstruction of Fair Price Competition" for this Invitation.
5. The Bidder shall not either be EGAT's consultant or involve in EGAT's consultancy company under this Invitation to Bid, or shall not 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 those who are officially ordered by EGAT to act or participate therein.
6. The Bidder shall not be the person who is privileged or protected not to be taken any legal proceedings under Thai Court; Provided that such Bidder's government declares that such special privilege is waived.
7. The Bidder who is a joint venture or consortium shall carry out all the work under such formation from the time of bidding until the fulfillment of the Contract.

Availability of Bidding Documents

Bidding Documents in CD-ROM will be available for examination of Bidder's Qualifications and purchase during 8:00 hrs. to 15:00 hrs., Bangkok Standard Time, as from November 30, 2018 to January 9, 2019 at USD 16.- or THB 500.- per copy, non-refundable, at the following address :

International Procurement Department - Transmission Segment
(Room No. 1202/2, 12th Floor, Building Tor. 101)
Procurement and Inventory Management Division
Electricity Generating Authority of Thailand
Bangkrui, Nonthaburi 11130, Thailand
Fax no. 66 2433 6317, 66 2433 5523, 66 2434 4064
Telephone no. 66 2436 0241
E-mail : procurement.tse@egat.co.th

For more details and downloading Registration Form for purchasing Bidding Documents on website :

<http://www4.egat.co.th/fprocurement/biddingeng/>

Payment can be made by a certified cheque or money order payable to EGAT or by a telegraphic transfer to EGAT's current account no. 109-6-01958-2 (swift code : KRTHTHBK), Krung Thai Bank Public Company Limited, Bangkrui Branch, Nonthaburi. All bank charges and fees incurred by the payment of bidding documents shall be under the buyer's responsibility.

Nilanath Osolpavapusi

Bidding Documents in CD-ROM will be either airmailed or airfreighted to the buyer at EGAT's expense upon receipt of the relevant remittance. In case the buyer requires the Bidding Documents to be sent by Express Mail Service (EMS), the charge will be at the buyer's expense.

Delivery of Bids

Bids shall be submitted at Room No. 1202/1, 12th Floor, Building Tor. 101 during 9:30 hrs. to 10:00 hrs., Bangkok Standard Time, January 17, 2019 and will be opened publicly at 10:00 hrs.

ELECTRICITY GENERATING AUTHORITY OF THAILAND

November 23, 2018

Nilanate Osotpavapusi

(Mrs. Nilanate Osotpavapusi)

Chief, International Procurement Department -
Transmission Segment



ประกาศการไฟฟ้าฝ่ายผลิตแห่งประเทศไทย เรื่อง ประกวดราคาซื้อ เลขที่ RTS2-SWG-02

การไฟฟ้าฝ่ายผลิตแห่งประเทศไทย (กฟผ.) มีความประสงค์จะซื้อ 33 kV Switchgear สำหรับโครงการปรับปรุงและขยายระบบส่งไฟฟ้าที่เสื่อมสภาพตามอายุการใช้งานระยะที่ 2 โดยใช้งบประมาณ กฟผ.

สถานที่ส่งมอบ : คลังพัสดุ กฟผ. จอมบึง

ราคากลาง(รวมภาษีมูลค่าเพิ่ม) : 12,800,000.- บาท

คุณสมบัติของผู้เสนอราคา

1. ต้องเป็นนิติบุคคลผู้ผลิตหรือเป็นผู้มีอาชีพขายพัสดุตามประกาศและต้องไม่เป็นผู้ที่งานซึ่งสำนักนายกรัฐมนตรีได้แจ้งเวียนชื่อไว้ หรือต้องไม่เป็นผู้ที่ กฟผ. ห้ามติดต่อหรือห้ามเข้าเสนอราคา หรือต้องไม่เป็นผู้ที่ได้รับผลของการสั่งให้นิติบุคคลหรือบุคคลอื่นเป็นผู้ทำงานตามคำสั่ง กฟผ.
2. ต้องไม่อยู่ในฐานะเป็นผู้ไม่แสดงบัญชีรายรับรายจ่าย หรือแสดงบัญชีรายรับรายจ่ายไม่ถูกต้องครบถ้วนในสาระสำคัญ ตามประกาศคณะกรรมการป้องกันและปราบปรามการทุจริตแห่งชาติ เรื่อง หลักเกณฑ์และวิธีการจัดทำและแสดงบัญชีรายการรับจ่ายของโครงการ ที่บุคคลหรือนิติบุคคลเป็นคู่สัญญากับหน่วยงานของรัฐ พ.ศ. 2554 และที่แก้ไขเพิ่มเติม
3. ต้องเป็นนิติบุคคลที่ได้ลงทะเบียนในระบบอิเล็กทรอนิกส์ (e-Government Procurement : e-GP) ของกรมบัญชีกลางที่เว็บไซต์ศูนย์ข้อมูลจัดซื้อจัดจ้างภาครัฐ (www.gprocurement.go.th) โทรศัพท์ หมายเลข 0 2127 7386 – 89
4. ต้องไม่เป็นผู้มีผลประโยชน์ร่วมกันกับผู้เสนอราคารายอื่น ณ วันประกาศประกวดราคาครั้งนี้เป็นต้นไป หรือต้องไม่เป็นผู้กระทำการอันเป็นการขัดขวางการแข่งขันราคาอย่างเป็นธรรมในการดำเนินการประกวดราคาครั้งนี้
5. ต้องไม่เป็นที่ปรึกษาของ กฟผ. หรือมีส่วนร่วมในบริษัทที่ปรึกษาของ กฟผ. ในงานนี้ หรือต้องไม่มีผู้ปฏิบัติงาน กฟผ. เข้าไปมีส่วนร่วมในกิจการของผู้เสนอราคา ไม่ว่าจะในฐานะผู้ถือหุ้นที่มีสิทธิควบคุมการจัดการ กรรมการ ผู้อำนวยการ ผู้จัดการ พนักงาน ลูกจ้าง ตัวแทน หรือที่ปรึกษา ยกเว้น ในกรณีที่ผู้ปฏิบัติงานได้รับคำสั่งอย่างเป็นทางการจาก กฟผ. ให้ไปปฏิบัติงานหรือเข้าร่วมในกิจการของผู้เสนอราคา
6. ต้องไม่เป็นผู้ได้รับเอกสิทธิ์หรือความคุ้มกัน ซึ่งอาจปฏิเสธไม่ยอมขึ้นศาลไทย เว้นแต่รัฐบาลของผู้เสนอราคาได้มีคำสั่งให้สละสิทธิ์และความคุ้มกันเช่นนั้น
7. ผู้ประสงค์เข้าประกวดราคาในนามของกิจการร่วมค้าหรือกิจการค้าร่วม (Joint Venture or Consortium) จะต้องดำเนินการทุกขั้นตอนของการประกวดราคาในนามของกิจการร่วมค้าหรือกิจการค้าร่วม ตั้งแต่การเสนอราคาจนสิ้นสุดข้อผูกพันกับ กฟผ.

การขายเอกสารประกวดราคา

ผู้สนใจติดต่อขอทราบรายละเอียด เพื่อตรวจสอบคุณสมบัติของผู้เสนอราคา และขอซื้อเอกสารประกวดราคา ในราคาชุดละ 500.- บาท ได้ที่ แผนกจัดซื้อต่างประเทศสายงานระบบส่ง (ห้อง 1202/2 ชั้น 12 อาคาร ท.101) กองจัดซื้อจัดจ้างต่างประเทศสายงานระบบส่ง ฝ่ายจัดซื้อจัดจ้างและบริหารพัสดุ การไฟฟ้าฝ่ายผลิตแห่งประเทศไทย เชียงสะพานพระราม 7 จังหวัดนนทบุรี ในวันทำการระหว่างเวลา 08:00 น. ถึง 15:00 น. ตั้งแต่วันที่ 30 พฤศจิกายน 2561 ถึงวันที่ 9 มกราคม 2562 หรือสอบถามทางโทรศัพท์ หมายเลข 0 2436 0241 หรืออีเมล procurement.tse@egat.co.th ทั้งนี้ สามารถ download แบบฟอร์มลงทะเบียนผู้ซื้อเอกสารประกวดราคาได้ที่เว็บไซต์ <http://www4.egat.co.th/fprocurement/biddingeng/>

การยื่นซองประกวดราคา

กำหนดยื่นซองประกวดราคา ในวันที่ 17 มกราคม 2562 เวลา 9:30 น. ถึง 10:00 น. และเปิดซองประกวดราคาเวลา 10:00 น. ณ ห้อง 1202/1 ชั้น 12 อาคาร ท.101 การไฟฟ้าฝ่ายผลิตแห่งประเทศไทย เชียงสะพานพระราม 7 จังหวัดนนทบุรี

ประกาศ ณ วันที่ 23 พฤศจิกายน 2561


ไพจิตร โสภณกุล

(นางนิลเนตร โสภณกุล)

หัวหน้ากองจัดซื้อจัดจ้างต่างประเทศสายงานระบบส่ง

ตารางแสดงวงเงินงบประมาณที่ได้รับจัดสรรและราคากลาง(ราคาอ้างอิง)
ในการจัดซื้อจัดจ้างที่มีใช้งานก่อสร้าง

1. ชื่อโครงการ ประกวราคาเลขที่ RTS2-SWG-02
งานจัดซื้อ 33 kV Switchgear
โครงการปรับปรุงและขยายระบบส่งไฟฟ้าที่เสื่อมสภาพตามอายุการใช้งานระยะที่ 2
/หน่วยงานเจ้าของโครงการ ฝ่ายแผนงานและโครงการระบบส่ง การไฟฟ้าฝ่ายผลิตแห่งประเทศไทย
2. วงเงินงบประมาณที่ได้รับจัดสรร
โครงการปรับปรุงและขยายระบบส่งไฟฟ้าที่เสื่อมสภาพตามอายุการใช้งานระยะที่ 2
งบประมาณ 21,900 ล้านบาท
3. วันที่กำหนดราคากลาง 22 ตุลาคม 2561 (วันที่ อวส. อนุมัติ)
ราคารวมภาษีมูลค่าเพิ่มเป็นเงิน 12,800,000.00 บาท ราคา/หน่วย ตามเอกสารแนบ
4. แหล่งที่มาของราคากลาง หลักเกณฑ์การกำหนดราคากลางงานจัดซื้อจัดจ้างสายงานพัฒนาระบบส่ง
5. รายชื่อเจ้าหน้าที่ผู้กำหนดราคากลาง
นางสาวอุบลวรรณ วิวัฒน์สุวรรณ วศ.5 หสภ-ส. กวอ-ส.


นางสุนิศา แยมอยู่
หตส-น.
23 พ.ย. 2561

MEDIUM COST FOR BID NO. RTS2-SWG-02

SUMMARY OF BID PRICE

SUPPLY OF 33 KV SWITCHGEAR

TRANSMISSION SYSTEM EXPANSION AND RENOVATION PROJECT PHASE2

No.	Description	Currency	Supply of Equipment	Foreign Currency	Local Currency
			DDP EGAT 's Store (excluding VAT) Baht		
			Amount	Amount	Amount
1	Schedule 1 : Medium Voltage Switchgear (Phuket 1 SUBSTATION)	THB	11,510,795.00	250,000.00	
BID PRICE		THB	Baht	250,000.00	Baht
			11,510,795.00		
OTHER EXPENSES		THB	230,215.90	XXXXX	
VAT		THB	821,870.76	17,500.00	
SUMMARY OF BID PRICE		THB	12,562,881.90	267,500.00	Baht
TOTAL MEDIUM COST		THB		12,830,381.90	
TOTAL MEDIUM COST(ROUNDED)		THB		12,800,000.00	

นางสุนิศา แย้มอยู่

ทชตส-ท.

23 พ.ย. 2561

MEDIUM COST FOR BID NO. RTS2-SWG-02 ✓

Schedule 1 : Medium Voltage Switchgear (Phuket 1 SUBSTATION)

SUPPLY OF 33 KV SWITCHGEAR

TRANSMISSION SYSTEM EXPANSION AND RENOVATION PROJECT PHASE2

Item No.	Description	Qty.	Unit	Currency	Supply of Equipment		Foreign Currency	Local Currency
					DDP EGAT 's Store (excluding VAT) Baht			
					Unit Price	Amount	Amount	Amount
1-1	36 kV 1250 A 25 kA metal-clad Gas Insulated Switchgear as per Ratings and Features RF MS3526(IEC) , modular design, single row arrangment, indoor, free standing, complete with end covers, cable termination(socket and plug), control protection and accessories (see Dwg. No. PK1-S-1-02/02) (Switchgear No.1)	1			5,172,742.00	5,172,742.00	XXXXXX	XXXXXX
1-2	36 kV 1250 A 25 kA metal-clad Gas Insulated Switchgear as per Ratings and Features RF MS3526(IEC) , modular design, single row arrangment, indoor, free standing, complete with end covers, cable termination(socket and plug), control protection and accessories (see Dwg. No. PK1-S-1-02/02) (Switchgear No.2)	1			5,172,742.00	5,172,742.00	XXXXXX	XXXXXX
1-3	Accessories and special tools necessary for medium voltage switchgear (if any give details)	1	lot		included	included	XXXXXX	XXXXXX
1-4	Gas density meter spare parts for medium voltage switchgear	1	set		10,870.00	10,870.00	XXXXXX	XXXXXX
1-5	Pressure relief device spare parts for medium voltage switchgear	1	set		5,587.00	5,587.00	XXXXXX	XXXXXX
1-6	Closing Coil for circuit breaker spare part for medium voltage switchgear	1	set		6,181.00	6,181.00	XXXXXX	XXXXXX
1-7	Tripping Coil for circuit breaker spare part for medium voltage switchgear	1	set		6,181.00	6,181.00	XXXXXX	XXXXXX

MEDIUM COST FOR BID NO. RTS2-SWG-02
Schedule 1 : Medium Voltage Switchgear (Phuket 1 SUBSTATION)
SUPPLY OF 33 KV SWITCHGEAR

TRANSMISSION SYSTEM EXPANSION AND RENOVATION PROJECT PHASE2

Item No.	Description	Qty.	Unit	Currency	Supply of Equipment		Foreign Currency	Local Currency
					DDP EGAT 's Store (excluding VAT) Baht			
					Unit Price	Amount	Amount	Amount
1-8	Interrupter Unit for circuit breaker spare part of Medium Voltage Switchgear	1	set		36,734.00	36,734.00	XXXXXX	XXXXXX
1-9	Test unit for checking and calibrating gas density monitors	1	set		126,895.00	126,895.00	XXXXXX	XXXXXX
1-10	Gas refilling equipment with gas cylinder	1	set		169,193.00	169,193.00	XXXXXX	XXXXXX
1-11	Gas detection device (hand held)	1	set		803,670.00	803,670.00	XXXXXX	XXXXXX
1-12	Cost of installation supervisor for item 1-1 and 1-2	10.00	man day	THB	XXXXXX	XXXXXX	250,000.00	
Total Price for Schedule 1				THB	Baht	11,510,795.00	250,000.00	Baht

MEDIUM COST FOR BID NO. RTS2-SWG-02

Service of Installation Supervisor (Schedule 1)

SUPPLY OF 33 KV SWITCHGEAR

TRANSMISSION SYSTEM EXPANSION AND RENOVATION PROJECT PHASE2

Item No.	Description	Qty.	Unit	Currency	Foreign Currency		Local Currency (excluding VAT) Baht	
					Unit Price	Amount	Unit Price	Amount
1-12	Cost of installation supervisor for item 1-1 and 1-2	10.00	man day	THB	25,000.00	250,000.00		

Note:

1. The quoted total man-days for installation supervisor shall be the required number of days for complete installation, erection, field test and commissioning of all equipment as specified.
2. In addition to the quoted total man-days above, EGAT will also pay the following :
 - a. Travelling time from and to Supervisor's home office as well as travelling time from and to the installation site including ten (10) working days of operation, if any, which will be at the same rate as the cost quoted per man-day.
 - b. Airfares round trip economy class between the Supervisor 's home office and Bangkok by the most expeditious and direct route.
3. Local transportation from and to installation site will be provided by EGAT.
4. If the working man-days are less than the quoted total man-days, the payment shall be on the basis of actual man-days.
5. For man-days exceeding the quoted total amount, no payment shall be made by EGAT. Any such additional man-days approved by EGAT shall be paid on the quoted man-days rate.

DATA SHEET
for
Invitation to Bid No. RTS2-SWG-02

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in bidding documents.

Article B-2. Bid Prices

This Article shall be revised as follows:

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 Reuters 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 or manufactured outside Thailand (imported Equipment) shall be firm and stated in Thai baht on DDP EGAT's store at the place of destination as specified. Any import duty and taxes (value added tax included) to be assessed by the Government of Thailand at the port of entry on importation of raw material or components for Equipment manufactured in Thailand or on importation of foreign Equipment shall be included in these prices.
- b. Prices for services including cost of installation supervisor (if any) shall be firm.

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.

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.

Article B-3. Bid Security

The amount of bid security shall be USD 19,520.- or THB 640,000.-.

Article B-4. Validity of Bids

The validity of the bid shall be for one hundred and twenty (120) Days from the date specified for opening of bid.

Article B-12. Evaluation and Comparison of Bids:

The evaluation of bid prices shall be on schedule basis.

Item 2 shall be revised as follows:

2. The prices to be used for evaluation and comparison purpose shall be DDP EGAT's store including VAT for the final sale direct to EGAT, and cost of installation supervisor including VAT, if any.

Article E-27. Failure to Meet Requirements and F-10. Maintenance Guarantee

Maintenance Guarantee Period

- For all Equipment except Shunt Reactor, 200 MVA 230 kV and above Power Transformer and 500 kV System Voltage Equipment

The Contractor shall guarantee the proper functioning of Equipment 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 Shunt Reactor, 200 MVA 230 kV and above Power Transformer and 500 kV System Voltage Equipment

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

Defective Equipment to be replaced with the whole new set

For GIS, Power Transformer, Power Circuit Breaker, Shunt Reactor, in case EGAT, at its sole discretion, requires the Contractor to replace any defected Equipment, the Contractor shall replace the Equipment with the whole new set as specified in Failure to Meet Requirements in section E and Maintenance Guarantee in section F.

Article F-8. Payment

The following shall be added to this Article:

Payment for Installation Supervisor

Payment for the services of the installation supervisor will be made within thirty (30) Days after his release by EGAT. Payment will be made on the basis of actual working man-days at the quoted cost per man-day up to a maximum equal to the total man-days quoted. For man-days exceeding the quoted total man-days, no payment shall be made by EGAT unless the Contractor can claim for any delays in the progress of the work caused by EGAT. Any such additional man-days approved by EGAT shall be paid on the basis of the quoted man-day rate.

The number of quoted man-days shall include Sundays and shall cover a seven (7) day workweek, if required by the construction program. The working hours shall be forty-eight (48) hours per week, eight (8) hours per day, the working hours over 8 hours per day if requested by EGAT will be counted as overtime at 1½ times the regular hourly rate.

The amount to be paid for each Day for the services of the supervisor shall include for all salary, subsistence expense, insurance, compensations and personal expense of the supervisor, and all liabilities and responsibilities thereto. EGAT will pay for round-trip economy class air transportation for the installation supervisor between the Contractor's home office and Bangkok by the most expeditious and direct route on trip basis by draft after receipt of the Contractor's invoice supported with the used air ticket of such supervisor. The remission of immigration fees and taxes collectible by the Kingdom of Thailand shall not be paid by EGAT, as described in Article E-11. Fees and Duties.

Article F-9. Liquidated Damages for Late Delivery of Equipment

The Liquidated Damages shall be at the rate of one-tenth of one (0.10) per cent of the price of Equipment/each complete item of Equipment not timely delivered for each Day of delay. This sum is payable regardless of the actual loss and/or damages incurred, provided that the total claim of liquidated damages shall not exceed ten (10) per cent of the Contract Price of such delayed Item.

Article F-12. Maintenance Security

The first paragraph shall be revised as follows:

The Contractor shall provide to EGAT prior to the issuance of the acceptance certificate and as a condition for the release of the payment of the last instalment as specified in Article F-8. Payment, maintenance security(ies) in the amount of ten (10) per cent of the total Contract Price or ten (10) per cent of each schedule, ***excluding the cost of installation supervisor and cost of test(s)***, guaranteeing the Contractor's performance of the provision of Article F-10. Maintenance Guarantee. The Contractor shall oblige himself to attend to and replace, during the period of maintenance, all malfunctioning parts and for repair of all defects noted in the Work and communicated to the Contractor in writing by EGAT. In case of extended guarantee of the repaired or replaced Equipment, the Contractor may request for return of the original maintenance security and submit a new maintenance security in the amount of ten (10) per cent of the Contract Price of Equipment under the extended guarantee.

Specimen of Maintenance Guarantee

The Specimen of Maintenance Guarantee on page F14 shall be revised as follows:

SPECIMEN OF MAINTENANCE GUARANTEE

(For Equipment with One-Year Guarantee Period)

To :

Date :

Electricity Generating Authority of Thailand
Bangkruai, Nonthaburi 11130
Thailand

Re : Maintenance Security for Contract
No. EGAT_____

Gentlemen :

In accordance with the provision of the Contract for _____No. EGAT dated_____(hereinafter referred to as the Contract), the contents of which have been noted by us that Messrs._____(hereinafter referred to as the Contractor) has to deposit with Electricity Generating Authority of Thailand, (hereinafter referred to as EGAT) a Maintenance Security to guarantee the proper functioning of the_____ of the Contract as specified in Article F-10. Maintenance Guarantee in the amount of _____ (in words : _____) which is equivalent to ten (10) per cent of the total Contract Price or ten (10) per cent of each schedule of the said Work, excluding the cost of installation supervisor and cost of test(s), we, the _____ as instructed by the Contractor, agree unconditionally to irrevocably guarantee as primary Obligor, the payment to EGAT at its first demand, without whatsoever right of objection on our part and without its first claim with the Contractor giving EGAT the right of claim for penalty, damages, liquidated damages or any expenses for which the Contractor may become liable to EGAT under the Contract.

We further agree that no extension of time, change in, addition to or other modification of terms of the Contract or work to be performed thereunder, or of the Specifications or other Contract Documents, which may be made between EGAT and the Contractor, shall in any way release us from any liability under the Maintenance Security, and we shall thereby waive notice of any such extension of time, change, addition or modification.

This Maintenance Security shall be valid and remain in full effect for a period of one (1) Year from the day immediately following the date of the acceptance of Equipment. If necessary, this Maintenance Security shall be extended as specified in Article F-10. Maintenance Guarantee.

Yours very truly,

Authorized Signature

INVITATION TO BID NO. RTS2-SWG-02
SUPPLY OF 33 kV SWITCHGEAR
TRANSMISSION SYSTEM EXPANSION AND
RENOVATION PROJECT PHASE 2

Invitation

The Electricity Generating Authority of Thailand (EGAT) hereby invites sealed bids for furnishing and delivering of 33 kV Switchgear under Transmission System Expansion and Renovation Project Phase 2 hereinafter called Equipment in accordance with the terms, conditions and Specifications described in these Bidding Documents.

Eligibility of Bidders: General Requirements

All Bidders shall meet the following requirements; failure to so comply shall constitute sufficient ground for rejection.

- a. The Bidder shall be a partnership, firm or company, either alone or in joint venture or in consortium.
- b. The Bidder shall be a purchaser of the bidding documents from EGAT. For a joint venture or consortium, only one (1) member of the joint venture or consortium is required to purchase the bidding documents.

In the case where the Bidder is not the purchaser of the bidding documents, the purchaser shall notify EGAT of the name of the Bidder in writing five (5) Days prior to the bid opening date.

- c. The Bidder shall be well-established and maintain a permanent place of business. For a joint venture or consortium, all members of the joint venture or consortium are required to meet this qualification.
- d. The Bidder shall not be named in the List of Work Abandoners published by the Office of the Prime Minister and/or in the Debarment List and/or in the List of Work Abandoners declared by EGAT.
- e. The Bidder shall neither fail to submit the Revenue and Expense Accounts nor fail to present proper and complete accounts to the Revenue Department of Thailand, in accordance with the Notification of the National Anti-Corruption Commission

Concerning Principles and Methods of Preparing Revenue and Expense Accounts of Project between Individual/Company and Government Agencies B.E. 2554 (A.D. 2011) as amended from time to time (“the Notification”).

- f. The Bidder shall register for e-Government Procurement (e-GP) at Thai Government Procurement website (www.gprocurement.go.th) at telephone No. 662 1277386 – 89) of the Comptroller General’s Department of Thailand.

Due to the fact that the e-GP system is not ready for registration for foreign Bidders who have no taxpayer identification number at this moment, foreign Bidders are, therefore, temporarily released from this qualification. However, whenever the e-GP system is ready, all foreign Bidders shall register in the e-GP system.

- g. For the Bidder who changes name before submitting the bid, his experience records in previous name shall be considered as the experience records of the Bidder.
- h. The Bidder shall not be a Jointly Interested Bidder with other Bidders as from the date of EGAT's issuance of this 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.
- i. The Bidder shall not either be EGAT's consultant or involve 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 the ones who are officially ordered by EGAT to act or participate therein.
- j. 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.
- k. In case of a joint venture or consortium, the Bidder shall carry out all the provision of the Equipment and all Work under such formation from the time of bidding until the fulfillment of the Contract and the parties to the joint venture or the consortium shall accept joint and several liability for performing all obligations under the bid and the Contract.
- l. The Bidder shall not propose to supply the Equipment from the country under the state of war whether declared or not.
- m. The Bidder shall have adequate fund to meet financial obligations incidental to this Contract.

- n. The Bidder shall submit documentary evidence established in accordance with Article B-8. Information to be Submitted with Bid to demonstrate the Bidder's sufficient eligibility to bid and qualification to perform the Contract.

Eligibility of Bidders: Technical Requirements

I. All Bidders shall meet the following requirements; failure to so comply shall constitute sufficient ground for rejection.

- a. The Bidder shall manufacture or supply the Equipment or Work as required under this invitation to bid.
- b. If the Bidder is a new company formed by acquisition of or merger with other companies or business units before submitting the Bid, the experience records of any of such previous companies or business units that meet the requirements set forth herein are acceptable as the experience records of the Bidder.
- c. The Bidder shall have no just or proper claims pending against the Bidder with respect to breach in the performance of contract on other similar works awarded by EGAT. If the Bidder is a new company formed by acquisition of or merger with other companies or business units, the pending claim of any of such previous companies or business units shall be considered pending claim of the Bidder.
- d. The Bidder shall have sufficient capacity to carry out the Work.
- e. The Bidder shall propose the Equipment manufactured by the qualified manufacturers who shall fulfill the following requirements:
 - 1. Being well-established and maintaining a permanent place of business.
 - 2. The manufacturer shall have the experience records that meet the requirements set forth herein.

Reference records of either parent or affiliated companies shall not be considered as the records of such manufacturer.

- 3. If the Manufacturer is a new company formed by acquisition of or merger with other companies or business units, and any of such previous companies or business units has the experience records that meet the requirements set forth herein, such experience records are acceptable as the experience records of the new company, provided that each item of the equipment to be supplied under this bid shall be manufactured from the same source of supply as indicated in each of such relevant supply records as described in Item e.5 below. Otherwise, it shall not be acceptable and shall be sufficient grounds for rejection.

For the avoidance of doubt, it is not allowed to combine the experience records of the previous companies or business units in order to meet the experience requirements.

- 4. Regularly manufacturing of Equipment of the type and ratings proposed.
- 5. Having one of the following qualifications for the required Equipment as

follows:

- 5.1 Proposing the Equipment of the type and ratings which have ever been accepted by EGAT.

OR

- 5.2 Having a supply record of Equipment of the type and ratings proposed with successful operation/use of at least three (3) consecutive years in an overseas country (not his own country) and at least three (3) three phase sets. The ratings and features of Equipment shall be the same or similar rating as EGAT specifies.

In case that the supply record of Equipment of the type and ratings proposed fulfilled the requirement, the manufacturer may propose a newly developed or modified type of such Equipment with successful operation/use of at least one (1) year in overseas country (not his own country) and at least three (3) three phase sets. The detailed information of the development or modification shall be submitted with his proposal. EGAT, however, reserves the right and will make its own judgment whether or not to consider or accept the proposed developed or modified type.

Supply records of the higher rating Equipment shall not be accepted if the Bidder does not propose such higher rating Equipment in his bid.

6. Having a past design test record of the Equipment as proposed, if specified in EGAT's specification. Such past design test record shall conform to the test specified in EGAT's specification.
7. Proposing the manufacturer who has no just or proper claims pending against Equipment on other similar works.

In case the manufacturer is a new company formed by acquisition or merger with other companies or business units, the pending claim of any of such previous companies or business units shall be considered pending claim of the manufacturer.