

ELECTRICITY GENERATING AUTHORITY OF THAILAND

SUPPLEMENTAL NOTICE NO.1

INVITATION TO BID NO. TIWS-CON-04

SUPPLY OF TRANSMISSION LINE CONDUCTOR

TRANSMISSION SYSTEM IMPROVEMENT PROJECT IN WESTERN  
AND SOUTHERN REGIONS TO ENHANCE SYSTEM SECURITY

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The attached Supplemental Notice shall be considered as part of Bidding Documents No. TIWS-CON-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 facsimile No. 0 2436 0294 or email address : [procurement.tse@egat.co.th](mailto:procurement.tse@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 23, 2019

ACKNOWLEDGEMENT

This undersigned Bidder hereby certifies that the additions, deletions and revisions set forth in this Supplemental Notice to Invitation to Bid No. TIWS-CON-04 are incorporated as part of the above Bidding Documents and will be fully included in any bid which he may submit.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

ELECTRICITY GENERATING AUTHORITY OF THAILAND  
Nonthaburi  
Thailand

SUPPLEMENTAL NOTICE NO.1  
INVITATION TO BID NO. TIWS-CON-04  
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The following supplemental information is hereby given for the above described Invitation:

1. Data Sheet

Replace page iv with the revised pages with (Rev.1) attached

2. Section F: Special Conditions

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

Replace page F8 and F9 with the revised pages with (Rev.1) attached.

Bid submitted must be in accordance with this Notice. Receipt of this Notice shall be acknowledged by the Bidder on the proposal included in the Bidding Documents in the space provided on page C3, Article C-7. Supplemental Notices.

ELECTRICITY GENERATING  
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May 23, 2019

3. Ten (10) per cent of the Contract Price of each item will be paid when the terms and conditions of this Contract shall have been completely fulfilled and all the Equipment have been proved satisfactory and accepted by EGAT against presentation of Acceptance Certificate to be issued by EGAT and submission of maintenance security by the Contractor. In case there are some minor pending claims or fault of the Contractor, the payment of this balance will be made by deducting such claimed amount.

However, if through no fault of the Contractor or of the Equipment, such installation, test and operation or use of the Equipment are delayed beyond a period of six (6) Months after complete ex-works delivery of same; payment of this ten (10) per cent will be made as soon as possible but not later than the ninth (9<sup>th</sup>) Month after complete ex-works delivery and it shall be deemed as if acceptance of Equipment is made by EGAT at the end of the said sixth (6<sup>th</sup>) Month and the one-year guarantee shall start therefrom against submission of maintenance security by the Contractor.

In case there are some minor claims or minor fault of the Contractor, the payment of this ten (10) per cent shall be made by deducting such claimed amount and the guarantee period of this part will start after such minor claim(s) has been settled by the Contractor and acceptance of which has been made by EGAT.

b. Payment for Conductor Tests

One hundred (100) per cent of the cost of Conductor Tests will be paid after the tests have been performed successfully and the test reports have been approved by EGAT.

Item b. to e. (payment for spare parts, optional items, field test cost, and installation supervisor) shall not be applicable.

**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 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.

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.

#### **F-9. Liquidated Damages for Late Delivery of Equipment**

In the event of failure by the Contractor to make delivery of any Equipment within the time set forth in the Contract, plus any extension thereof authorized by EGAT as provided in the Contract, such failure shall be a default under the Contract for which the Contractor shall be liable for payment to EGAT as liquidated damages at the rate specified in Data Sheet.

Whenever any Equipment under any item is to be used together with other Equipment in other item as specified in Price Schedule as a complete set or unit, the Contractor shall make sure that they shall be shipped together as a complete set or unit. Failure on the part of the Contractor to comply with this requirement, the liquidated damages for late delivery of partial shipment shall be imposed on the Contractor for the whole amount of the Contract Price of such related items.

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

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

In case any Equipment is defective or does not conform to the requirements or specifications of the Contract where replenishment or correction or replacement must be made by the Contractor as per Article E-29. Failure to Meet Requirements, it shall be deemed that such Equipment has not yet been delivered unless such Equipment has been replenished or corrected or replaced, as the case may be, and delivered to EGAT at the delivery point specified in the Contract.

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

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

**F-10. Maintenance Guarantee**

- a. The Contractor shall guarantee the proper functioning of the Equipment for a period as specified in Data Sheet from the day immediately following the date of acceptance of Equipment by EGAT; provided, however, that should any malfunctioning and/or latent defect in Equipment under normal use and service be found during the said period, and such malfunctioning and/or defective portion be repaired or replaced as stipulated in (c) and (d) hereinafter, then the guarantee period for such portion shall be extended from the day immediately following the date of completion of such repair or replacement as follows: