

ELECTRICITY GENERATING AUTHORITY OF THAILAND

SUPPLEMENTAL NOTICE NO. 1

INVITATION TO BID NO. TS12-L-10

SUPPLY AND CONSTRUCTION OF TRANSMISSION LINES
230 kV BAN PONG 2 - KAMPHAENG SAEN
AND SECTIONALIZING OF 230 kV THA TAKO - NONG BUA RAWE TO
BUENG SAM PHAN SUBSTATION

TRANSMISSION SYSTEM EXPANSION PROJECT NO. 12

The attached Supplemental Notice shall be considered as part of Bidding Documents No. TS12-L-10

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 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. TS12-L-10 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

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

Volume I of IV

Section F: Special Conditions

Article F-12. Liquidated Damages for Late Completion and Late Delivery

Replace page F25 to page F27 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 C5, Article C-4. Supplemental Notices.

ELECTRICITY GENERATING
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May 23, 2019

of the complete work, shall be included in appropriate unit prices in the Price Schedule as if specifically detailed therein.

In all cases and as applicable, handling, transportation and testing of the Equipment as well as expenses for supervision of the construction shall be included in the Contract Price.

F-12. Liquidated Damages for Late Completion and Late Delivery

a. For Complete Construction of Transmission Line

If the Contractor fails to meet any of the completion date set forth in these Contract Documents, plus any extensions of time thereof authorized by EGAT as provided in the Contract, such failure shall be a default under the Contract for which the Contractor shall be liable for payment to EGAT as liquidated damages, at the rate of one-tenth of one (0.10) per cent of the total Contract Price for that particular schedule for each Day of delay. This sum is payable regardless of the actual loss and/or damages incurred.

Payment of liquidated damages is contingent exclusively upon late completion; in no case shall EGAT be required to substantiate any claim for payment of liquidated damages with proof of loss and/or damages.

b. For the Supply of Additional Equipment not Used in the Construction, Including Spare Equipment

In the event of failure by the Contractor to make delivery of Equipment not permanently used in the Construction, including spare Equipment, within the delivery date 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 of one-tenth of one (0.10) per cent of the price of the Equipment not timely delivered for each Day of delay. This sum is payable regardless of the actual loss and/or damages incurred.

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

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.

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-32. 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.

In case of delay in delivery of accessories/tools of any item which are not requisite for the use/operation of the equipment of that particular item, the liquidated damages for the late delivery of such accessories/tools shall be imposed on the Contractor at the rate of one-tenth of one (0.10) per cent of the price of such accessories/tools for each Day of delay.

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

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

F-13. 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 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 final statement as approved by EGAT.

F-14. Provisional Acceptance Certificate

If the inspection and tests show that the completed Work under the Contract or under each specific Schedule(s) which is/are specified for partial Provisional Acceptance Certificate as specified in Section C. Proposal complies with the requirements of the Contract Documents, or if such Work under this Contract has been performed to be satisfactorily completed and put into commercial use and there are no major unsettled claims against the Contractor by EGAT, EGAT will issue a written Provisional Acceptance Certificate with list of minor pending claim, if any, for the Work under the Contract or for the Work under any specific Schedule(s) against submission by the Contractor of maintenance security(ies) as specified in Article F-18. Maintenance Security and effective for a period of time as specified in Article F-17.a.

However, if, through no fault of the Contractor or of the Work, the issuance of Provisional Acceptance Certificate is delayed beyond a period of six (6) Months after all prerequisite conditions and submission of maintenance security by the Contractor have been fulfilled, the Work will be deemed to be provisionally accepted and release of ten (10) per cent and the adjusted amount due, if any, will be made at the end of the said six (6) Month period. In case there are some minor pending claims or minor fault of the Contractor, the payment will be made by deducting such pending claim amount and the guarantee period of this minor claim or fault will start after such minor claim or fault has been settled by the Contractor and acceptance of which has been made by EGAT.