

ELECTRICITY GENERATING AUTHORITY OF THAILAND

SUPPLEMENTAL NOTICE NO. 1

INVITATION TO BID NO. TNRP-L15-OP

SUPPLY AND CONSTRUCTION FOR REPLACEMENT OF OVERHEAD GROUND WIRE  
WITH COMPOSITE OVERHEAD GROUND WIRE WITH OPTICAL FIBER (OPGW)

TELECOMMUNICATION NETWORK RENOVATION PROJECT (TNRP) PHASE 15

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The attached Supplemental Notice shall be considered as part of Bidding Documents No. TNRP-L15-OP

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

.....March 4, 2019.....

ACKNOWLEDGEMENT

This undersigned Bidder hereby certifies that the additions, deletions and revisions set forth in this Supplemental Notice to Invitation to Bid No. TNRP-L15-OP 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**

1. Section B: Instructions to Bidders

Article B-8. Information to be Submitted with Bid

Replace page B15 with the revised page with (Rev.1) attached.

2. Section F: Special Conditions

Article F-10. Payment

2.1 Replace page F13 with the revised page with (Rev.1) attached.

2.2 Replace page F14 with the revised page 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.

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

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 alternate 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 alternate 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.

- a. Progress Report, covering progress for the preceding Month, and outlining the intended work program for the following Month.
- b. Schedule of Work Completion, showing for each item of work completed in the previous Month, actual completion dates compared against the approved construction schedule.

For all items not completed as yet, showing the proposed completion dates versus the approved schedule.

- c. Estimate of monthly certified payments for completed work, for the following six (6) Months, indicating the amounts to be paid in foreign currency and in Baht.
- d. Inventory of Contractor's plant, Equipment and materials listing the following:
  1. Quantities used and installed in the previous Month
  2. Quantities required for use and installation in the following Month
  3. Total quantities at present available
- e. Record of Contractor's employees, listing the supervisory staff and all other classes of labor, with the total number of each class employed during the preceding Month and those required on the intended work program for the following Month.

#### **F-10. Payment**

Partial payments will be made for the various items at the appropriate unit price or lump sum in the currency or currencies in which the price has been stated in the Price Schedule as follows :

- a. Foreign Currency Portion

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. In case the local Contractor require total or part of 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.

The Contractor or beneficiary has to inform EGAT by mailed letter or facsimile immediately the date upon which he has received the original letter of credit to be opened in his favour.

1. Advance Payment

Ten (10) per cent of the foreign currency portion 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-36. Advance Payment Security.

2. Supply of Equipment

*Seventy (70) per cent of the amount will be paid after delivery FOB port of shipment (FOB vessel) on the basis of pro rata value of each shipment against presentation of invoices, shipping documents, EGAT's letter of approval for shipment and EGAT's letter of approval for test report\* of the relevant Equipment.*

*\*Test report means the test report of Shop Tests specified in Item a of Article E-16. Inspection and Tests.*

*Ten (10) per cent of the Contract Price of each item will be paid against presentation of Drawings and Documents Acceptance Certificate to be issued by EGAT to certify the receipt of all drawings and documents required from the Contractor under Article F-8. Drawings and Data to be Furnished by Contractor but not before the delivery of Equipment.*

The balance ten (10) per cent and the adjusted amount due, if any, will be made upon issuance of Provisional Acceptance Certificate with minor pending claims, if any, against submission by the Contractor of a maintenance security. In case there are some minor pending claim or fault