

ELECTRICITY GENERATING AUTHORITY OF THAILAND

SUPPLEMENTAL NOTICE NO. 3

INVITATION TO BID NO. TILS-S-01

SUPPLY AND CONSTRUCTION OF 500 kV THUNG SONG SUBSTATION (GIS)
AND EXPANSION OF 230 kV THUNG SONG SUBSTATION

TRANSMISSION SYSTEM IMPROVEMENT PROJECT IN
LOWER SOUTHERN REGION TO ENHANCE SYSTEM SECURITY

The attached Supplemental Notice shall be considered as part of Bidding Documents No. TILS-S-01

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

.....March 1, 2019.....

ACKNOWLEDGEMENT

This undersigned Bidder hereby certifies that the additions, deletions and revisions set forth in this Supplemental Notice to Invitation to Bid No. TILS-S-01 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 B9 with the revised page with (Rev.1) attached.

2. Section F: Special Conditions

Article F-11. Payment

2.1 Replace page F18 with the revised page with (Rev.1) attached.

2.2 Replace page F19 with the revised page with (Rev.1) attached.

2.3 Replace page F22 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 - Part 3 - C20 - , Article C-5. Supplemental Notices.

ELECTRICITY GENERATING
AUTHORITY OF THAILAND

March 1, 2019

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.

B-10. Rejection of Bids

EGAT reserves the right not to accept the lowest evaluated bid.

Bids shall be strictly based on the Specifications and terms and conditions in the Bidding Documents. Should any bid fail to comply with the terms and conditions stipulated in these Bidding Documents or be incomplete, conditional or obscure, or contain additions not called for, or irregularities of any kind, it will be liable to rejection.

EGAT also reserves the right to reject any or all bids submitted without giving reasons or to reject the bid from any Bidder who fails to satisfy EGAT that :

- 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. 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.

Payment in local currency will be made directly by EGAT.

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.

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.

b. Payment for Equipment (except Spare Equipment)

Foreign Supply

1. Seventy (70) per cent of the total 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 report of tests specified in Article E-16. Inspection and Tests.

2. Ten (10) per cent of the total amount of each Schedule will be paid against presentation of Drawings and Documents Acceptance Certificate to be issued by EGAT to certify the receipt of final drawings including reproducible drawings, installation manuals and report of shop tests from the Contractor under Article F-8. Drawings and Documents to be Furnished by the Contractor for such Schedule, provided that payment shall not be made until EGAT has received from the Contractor the original signed negotiable Bill of Lading and appertaining documents giving evidence of shipment of the major Equipment of that Schedule.
3. Ten (10) per cent of the amount of each substation or related substations as the case may be, will be paid after the Provisional Acceptance Certificate of such substation or related substations as described in Article F-16. Provisional Acceptance Certificate has been issued and instruction manuals and report of field test for such substation or related substations have been received by EGAT. EGAT will list the minor pending claim(s), if any, and payment will be made by deducting such claimed amount.

The quantity of Work performed used as the basis for calculation of progress payment shall be adjusted at the time of final payment according to the actual quantity of Work performed.

Payment for Construction, Installation, and Civil Work which required field test will be made seventy (70) per cent of the amount of Construction, Installation, and Civil Work monthly as the Work progress, and ten (10) per cent of the amount will be made after the tests have been performed successfully and relevant test reports have been received and accepted by EGAT.

Payment for additional work as agreed per Article E-22. Changes and Extra or Omitted Work will be made and based on the above basis in accordance with the additional statement for monthly progress payment.

Ten (10) per cent of the amount of Local Transportation, Construction, Installation and Civil Work (except Local Transportation of spare Equipment) will be made after the Provisional Acceptance Certificate has been issued. EGAT will list the minor pending claim(s), if any, and payment will be made by deducting such claimed amount.

All Equipment and Work covered by partial payments shall thereupon become the property of EGAT, but this provision shall not be construed as relieving the Contractor from the sole responsibility as provided under this Contract for the care, protection and maintenance of Equipment and Work, upon such which partial payments have been made, and for completion of Work.

For Work on Supply Equipment Basis

Foreign Supply

1. Eighty (80) per cent of the Contract Price 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 report of tests specified in Article E-16. Inspection and Tests.

2. Ten (10) per cent of the Contract Price of each Schedule will be paid against presentation of Drawing and Document Acceptance Certificate to be issued by EGAT to certify the receipt of all drawings and instruction manuals required from the Contractor under Article F-8. Drawings and Documents to be Furnished by the Contractor for such schedule, provided that payment shall not be made until EGAT has received from the Contractor the original signed negotiable Bill of Lading and appertaining documents giving evidence of shipment of the major Equipment of that Schedule.