

KINGDOM OF THAILAND  
CHIANG MAI  
WATER SUPPLY EXPANSION PROJECT  
VOLUME V  
TENDER DOCUMENTS

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PREPARED FOR  
OVERSEAS TECHNICAL COOPERATION AGENCY  
GOVERNMENT OF JAPAN  
BY  
TOKYO ENGINEERING CONSULTANT CO., LTD.  
TOKYO JAPAN

TK  
JK

VOLUME V

TENDER DOCUMENTS

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Chapter 1 Definitions and Abbreviations

Chapter 1 Definitions and Abbreviations.

- 1-1 The term "Tender Documents" includes Invitation to Tender, Instructions to Tenderers, Tender, Tender Guarantee, Performance Bond, Agreement, Specifications, and Drawings.
- 1-2 The "Contract Documents" consist of the Specifications, Drawings, and Bills of Quantities, in addition to the Contract.
- 1-3 "PWD" means Department of Public Works, Government of Thailand, and includes the PWD's authorized representatives, successors, and permitted assignees.
- 1-4 "Contractor" means the person, or persons, or firm, or company whose tender has been accepted by the PWD, and who have agreed to perform specified works for the PWD, and includes the Contractor's personal representatives, legal successors, and permitted assignees.
- 1-5 The word "Engineer" shall be understood as referring to the Engineer appointed from time to time by the PWD, and specified to the Contractor by written notification as acting as Engineer for the purpose of the Contract.
- 1-6 The "Supervisory Committee" is duly appointed by the PWD to act in its behalf in relation to the Contract.
- 1-7 "Engineer's Representative" defines any resident engineer, or assistant to the Engineer, or any clerks appointed from time to time by the PWD, and acting on authority of the PWD as duly notified in writing to the Contractor.
- 1-8 "Inspector" means a representative of the Engineer, assigned to inspect works under progress, and materials supplied for the Permanent Work.
- 1-9 "Contractor's Representative" is a term for the resident manager or superintendent as appointed by the Contractor.
- 1-10 "Works" include all the work to be executed in accordance with the Contract Documents.

- 1-11 "Temporary Works" include all the temporary work or construction required in order to execute, complete, or maintain the Works.
- 1-12 "Permanent Works" means all permanent facilities or structures to be completed in accordance with the Contract Documents.
- 1-13 "Specifications" means the specifications detailing directions, provisions, and requirements which are a part of the Contract Documents, as supplemented by such supplemental specifications as may be necessary pertaining to the method and manner of performing the Works and to the qualities of materials to be furnished under the Contract Documents prepared by the PWD. It also includes standard local or international specifications.
- 1-14 "Drawings" means the drawings referred to in the Specifications and any modification of such drawings approved in writing by the PWD, and other drawings as may be furnished or approved in writing by the PWD.
- 1-15 "Modification" or "Variation Order" means written interpretations, changes or revision of any Contract Documents within the scope of the Contract issued by the PWD, received by the Contractor after award of the Contract.
- 1-16 "Bill of Quantities" means a schedule of construction items, and the quantities thereof which the Contractor used as a basis for lump sums tendered.
- 1-17 "Bid Schedule" means the schedule of items, quantities, unit prices, and amounts.
- 1-18 "Actual Completion Date" means the date on which the whole of the Works including all structures and corollary works are completed in every respect within the terms of the Contract except for guarantee and are certified by the PWD as complete and ready for use.
- 1-19 "Days" means consecutive calendar days unless otherwise specified.
- 1-20 "Month" means calendar month according to the Gregorian Calendar.

- 1-21 "Time for Completion, Contract Completion Date" means the time for completion of the Works as stated in the Form of Tender, and shall be calculated from the date of contract signing.
- 1-22 "Contract Price" means the sum named in the Tender subject to such additions thereto, or deductions therefrom as may be made under the provisions hereinafter contained.

## Chapter 2 Tender Documents

- 2-1 Invitation to Tender
- 2-2 Instructions to Tenderers
- 2-3 Tender
- 2-4 Tender Guarantee
- 2-5 Performance Bond
- 2-6 Agreement



INVITATION TO TENDER

Date \_\_\_\_\_

Gentlemen:

You are invited to submit a sealed Tender for the below-described work at the location indicated:

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Tender and other data submitted by tenderers will form the basis of the negotiation of a Lump Sum Contract for the work. Tenders are to be submitted in proper form, as described in the "Instructions to Tenderers."

They shall reach the designated office by \_\_\_\_\_ at \_\_\_\_\_ at which time and place tenders will be \_\_\_\_\_ opened and read.

The Contract Documents may be secured at the office of \_\_\_\_\_  
\_\_\_\_\_

on \_\_\_\_\_ at \_\_\_\_\_. The tenderers shall deposit the sum of \_\_\_\_\_ when securing the drawings, etc. This sum will be refunded when drawings, etc., are returned after tendering.

Tender bond \_\_\_\_\_ be required.

Your attention in particular is invited to "Instructions to Tenderers," which is to be followed in all respects.

You may be represented at the opening of tenders if you so desire.

Very truly yours,

\_\_\_\_\_  
By: \_\_\_\_\_

## 2-2 Instructions to Tenderers

### 2-2-1 Visiting Site and Examining Documents

Persons tendering must inspect and examine the site of the proposed works at Chiang Mai and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for the purpose of making a tender and entering into a Contract, and before tendering must carefully study and examine the Contract Documents. All costs and charges in connection with the above-mentioned visits shall be borne by persons tendering.

Persons tendering or their representatives will be given permission on application to visit and inspect the site on any days before the closing date of the Tender.

### 2-2-2 Neglect to Obtain Information

Any neglect or failure on the part of persons tendering to obtain reliable information and physical conditions on the spot or elsewhere or any other matters affecting the execution, completion and maintenance of the Works, the Tender Price and Contract, shall not relieve the persons whose tender is accepted from any risks or liabilities or from the responsibility of completing and handing over the Works as defined in the Contract.

### 2-2-3 Consortium or Joint Venture

Where a tender is submitted by two or more firms forming a consortium or joint venture, it will be permissible for the Tender to be signed by any one of the constituent firms provided that the Tender is supported by adequate letters from the other partners or members of the consortium or joint venture giving proof that the Tender is binding upon the consortium or joint venture as a whole and provided also that the Tender and the said letters state which of the firms forming the consortium or joint venture would manage the contract and supervise the Works on the Site throughout the construction as well as the maintenance period specified in the Contract. The Contract Documents prepared subsequent to the

acceptance of such a tender shall, however, be signed by all the partners of the consortium or joint venture.

2-2-4 Preparation of Tender

The Tender shall be signed with all blanks filled in, but not the Forms of Agreement and Performance Bond.

2-2-5 Entry of Rates and Amounts

The Tenderer must fill in rates and amounts to each item in the Bills of Quantities whether quantities are stated or not. Any item against which no rate or amount is entered by the Tenderer shall be deemed to have been covered by the other rates or amounts in these Bills, and will not be paid for by the PWD.

2-2-6 Prices

The Bill of Quantities shall be fully priced out to show the amount of the Tender, and the Tender and the Summary thereof shall be filled in. The Tenderer may be required by the PWD to submit a breakdown of any of the rates and/or amounts during the period in which the Tender is being considered and he shall do so without undue delay.

2-2-7 Program

The Tenderer shall submit with his Tender a detailed program showing the method and order of procedure in which he proposes to carry out the Works and shall also furnish particulars in writing of the Works and Temporary Works which he intends to supply, use or construct as the case may be. The said program shall clearly indicate by a chart as necessary the order and time-table in which the various sections of the Works are to be constructed and completed.

2-2-8 Tender Guarantee

a) The Tenderer shall submit with his Tender a guarantee in the sum of \_\_\_\_\_

\_\_\_\_\_ in either of the following forms:-

- 1) A bank receipt for the cash deposit to the credit of the PWD made at a licensed bank operating in Chiang Mai and approved by the PWD.
  - 2) A written guarantee in a form as set out on Page \_\_\_\_\_ from a licensed bank operating in Chiang Mai.
- b) The cash deposit or the bank guarantee shall be retained by the PWD until a Tender has been finally accepted; thereafter the unsuccessful Tenderers may withdraw their deposits on return of the Tender Documents. In the case of the successful Tenderer the deposit or the bank guarantee will be retained by the PWD until a contract has been signed and the Performance Bond referred to in the Contract Documents has been duly executed.
- c) If the successful Tenderer fails to provide, for the due performance of the Contract, the required Performance Bond within one calendar month from the date on which the successful Tender is accepted, the full amount of his tender deposit shall be retained by, or the full amount of the bank guarantee for the Tender shall become payable to, the PWD as compensation for such default and the PWD shall be entitled by notice in writing to withdraw his acceptance of the Tender and such acceptance, if so withdrawn, shall thereupon be void and the Tenderer shall have no claim against the PWD for any damages whatsoever in respect of such withdrawal.

2-2-9 Foreign Currency Requirement

The Tenderer shall complete the schedule given in the Appendix to the Tender for all payments he will require to be made in currencies other than Baht.

2-2-10 No Alteration Allowed

No alteration shall be made in the form of Tender, Bills of Quantities or other documents and the Tender shall comply fully with the terms of the accompanying documents and the Conditions of Contract.

2-2-11 Error or Omission

If the PWD discovers errors or omissions in any Tender he will require the same to be corrected and in such cases a compensating adjustment will be made but the Tender Price shall remain unaltered.

2-2-12 Tender Price

The Tenderer's attention is particularly drawn to the following:-

- a) that the Tender Price must include all costs associated with labor including the cost of any incentives necessary to retain sufficient labor on site to meet the requirements of the program submitted in connection with the tender; and
- b) that the Tender Price must include all increases in the cost of labor, transport, plant, materials and other things.

The submission of a Tender shall be deemed to be an undertaking that the Tender Price includes the above.

2-2-13 Currency and Prices

- a) All rates and prices and monetary statements in this Contract shall be calculated in Baht. Payments due under this Contract will be made in Baht, unless otherwise submitted by the Tenderer as stated in paragraph (9) above and shown in the Appendix to the Tender.
- b) In the event of discrepancy between the prices quoted in the Tender in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

2-2-14 Alternative Design

If the Tenderer should wish to submit for consideration an alternative design and method of construction for the dredging and

reclamation works excluding the ground improvement works, but not for any other works, he shall include the necessary drawings, design criteria, calculations and the proposed method of construction in detail. The Tenderer shall also submit with the Tender his priced Bill of Quantities of the alternative designs and methods of construction in addition to the original Bill of Quantities issued with this Tender.

2-2-15 Treatment of Documents

The Tenderer (whether he submits a Tender or not) shall treat the details of the Documents and Drawings as private and confidential.

2-2-16 No Reimbursement for Expenses

The PWD shall not be responsible for nor pay for any expenses or losses which may be incurred by any Tenderer in the preparation and submission of his Tender.

2-2-17 Doubt or Ambiguity

Should there be any doubt or ambiguity as to the meaning of any of the Contract Documents, these Instructions to Tenderers or any other matter or thing, the Tenderer must set forth in writing in English such doubt or ambiguity and submit the same to the Consulting Engineers with a copy to the PWD at Chiang Mai not later than \_\_\_\_\_ before the closing date of the Tender for elucidation.

2-2-18 Delivery of Tender

The Tenderer shall deliver his Tender together with all accompanying documents both in duplicate to \_\_\_\_\_ not later than \_\_\_\_\_

\_\_\_\_\_ time on \_\_\_\_\_  
If sent by post they shall be registered and posted so as to be received by the PWD not later than the same date and time.

The Tender shall be enclosed in a sealed cover endorsed clearly on the outside with the words "Tender for Chiang Mai

Water Works Expansion Project at Pending Point, Chiang Mai.

2-2-19 Rejection of Tender

The Tender of any Tenderer who has not complied with any of the foregoing instructions may not be considered.

2-2-20 Date and Place for Opening Tenders

Pursuant to the "Invitation to Tenderers," sealed Tenders for performing the work will be received by the PWD. At the place and time set forth in said notice, they will be \_\_\_\_\_ opened by the PWD and read; the awarding of the Contract, if awarded, will be made by the PWD as soon as practicable thereafter.

2-2-21 Acceptance of Tenders and Its Effect

Within \_\_\_\_\_ days after the opening of the Tenders, the PWD will act upon them. The acceptance of a Tender will be a notice in writing signed by a duly authorized representative of the PWD and no other act of the PWD shall constitute the acceptance of a Tender. The acceptance of a Tender shall bind the successful Tenderer to execute the Contract and to be responsible for liquidated damages as provided in paragraph (22). The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the PWD.

2-2-22 Time for Executing Contract and Damages for Failure to Execute

a) Any Tenderer whose Tender shall be accepted will be required to appear at the office of the PWD in person, or, if a firm or corporation, a duly authorized representative shall so appear, and to execute the Contract within \_\_\_\_\_ days after notice that the Contract has been awarded to him. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Tender.

b) The damages to the PWD for such breach will include loss from interference with his construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the guarantee accompanying the Tender of such

tenderer shall be retained by the PWD as liquidated damages for such breach. In the event any bidder whose Tender shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the PWD may, at his option, determine that such tenderer has abandoned the Contract and thereupon his Tender and the acceptance thereof shall be null and void and the PWD shall be entitled to liquidated damages as above provided.

2-2-23 Time for Beginning and Completing the Work

The Contractor shall commence the work within \_\_\_\_\_ calendar days after the date specified in the Notice to Proceed given to him by the PWD to commence work, and he shall complete the work within \_\_\_\_\_ calendar days.

2-2-24 Period of Maintenance

After the Works have satisfactorily passed the completion inspection, the Contractor shall supervise, with the aid and use of PWD operating personnel, a trial operation for a period of \_\_\_\_\_ months, ensuring that the plant personnel are adequately trained in the operation.

Costs of the operation shall be borne by the PWD, save for those directly involving the Contractor.

2-2-25 Postponement of Date for Presenting and Opening Tenders

The PWD reserves the right to postpone the date for presentation and opening of Tenders and will give telegraphic notice of any such postponement to each prospective tenderer.

2-2-26 Return of Documents, etc.

The unsuccessful Tenderer shall upon the notification of the results of the Tender forthwith return to the PWD all the Documents and Drawings he received for this Tender.

2-2-27 Accept Lowest or Any Tender

The PWD does not bind itself to accept the lowest or any Tender and will not assign any reason for the rejection of any Tender.



2-2-28 Withdrawing Tender

The Tender may be withdrawn by the Tenderer by despatch of a written request or by telegraph so as to be received by the PWD before \_\_\_\_\_ time on the same day of the closing date.

TENDER

(Note: The Appendix forms part of the Tender,  
Tenderers are required to fill in all the  
blank spaces in this Tender Form and Appendix.)

Sir,

Chiang Mai Water Works Expansion Project

1. Having examined the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the construction of the above-named Works, we, the undersigned, offer to construct, complete and maintain the whole of the said Works in conformity with the said Conditions of Contract, Specifications, Drawings and Bills of Quantities for the sum of Baht \_\_\_\_\_  
\_\_\_\_\_ (Baht \_\_\_\_\_)

or such other sum as may be ascertained in accordance with the said Conditions.

2. We undertake if our Tender is accepted to commence the Works within 30 days of receipt of the PWD's order to commence, and to complete and deliver the whole of the Works comprised in the Contract within \_\_\_\_\_  
\_\_\_\_\_ consecutive days calculated from the last day of the aforesaid period in which the Works are to be commenced.

3. Under paragraph 8(a) and (b) of the Instructions to Tenderers, we attach herewith a receipt from the \_\_\_\_\_  
\_\_\_\_\_ Bank, approved by you, for the sum of Baht \_\_\_\_\_ (Baht \_\_\_\_\_)  
in respect of the cash deposit made to your credit/we submit herewith a Tender Guarantee executed by the \_\_\_\_\_

\_\_\_\_\_ Bank, approved by you,  
in the sum of Baht \_\_\_\_\_ (Baht \_\_\_\_\_ )  
being the amount of earnest money required in accordance with the Instruc-  
tions to Tenderers for the construction of the Chiang Mai Water Works Ex-  
pansion Project aforesaid.

4. If our tender is accepted we will further obtain the guarantee of an Insurance Company or Bank or alternatively provide two good and sufficient sureties (to be approved in either case by you) to be jointly and severally bound with us in a sum of Five (5) per cent of the above tendered sum for the due performance of the Contract under the terms of a Performance Bond to be approved by you.

5. We agree to abide by this Tender for the period of \_\_\_\_\_ calendar months beginning at \_\_\_\_\_ time on the closing date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

8. We also agree to do any extra work, not covered by the above schedule of prices, which may be ordered by the Engineer, and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Clause II-1-1-6-d-2.

Unit Prices for Extra Work

Item No.	Estimated Quantities	Description of Items	Unit Prices		Amount	
			Dollars	Cents	Dollars	Cents

Dated \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address of Tenderer \_\_\_\_\_

Titles, Names and addresses of members of the firm, and if applicable, data on Incorporation

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APPENDIX

Clause

Amount of Performance Bond or Guarantee . . . . .	II-1-1-2-e	Five per cent of Tender Sum.
Contractor's Liability Insurance . . . . .	II-1-1-2-c	_____ for any one incident, number of incidents unlimited.
Period for commencement, from P.W.D.'s order to commence . . . . .	I-2-2-23	_____ (____) days.
Time for Completion . . . . .	I-2-2-23	_____ (____) consecutive days.
Amount of Liquidated Damages . . . . .	I-2-2-22	_____ per week or part of week.
Period of Maintenance . . . . .	I-2-2-24	_____ months.
Percentage for Adjustment of P.C. Sum . . . . .		_____ per cent.
Percentage of Retention . . . . .		_____ per cent of any sums payable.
Limit of Retention Money . . . . .		_____ per cent (____%) of final contract sum.
Minimum Amount of Interim Certificates . . . . .		_____
Time within which Payment to be made after Certificate . . . . .		_____ days.
Currency in which Payment against each Certificate is to be made . . . . .		_____ per cent in Baht.

APPENDIX (Cont'd.)

Schedule for  
Foreign Currency Requirement

Country	Currency Unit	Items and Tender Price covered by Such Payment	Amount expressed in Per Cent of (c)	Place and Approx. Date of Payment
(a)	(b)	(c)	(d)	(e)
1. U. S. A.	US\$			
2. U. K.	£			
3. Japan	¥			
4. W. Germany	DM			
5.				
6.				
7.				
8.				

TOTAL OF FOREIGN CURRENCY REQUIREMENT = \_\_\_\_\_ per cent of Tender Sum.

Note:- a) Foreign currency requirement will be paid to the Contractor at the exchange rate of Baht in terms of the par value of the currency as declared by the International Monetary Fund at the time of payment.

b) At present, the par value of one Baht ( \_\_\_\_\_ ) equals U.S. Dollar \_\_\_\_\_ ( \_\_\_\_\_ ).

Date this \_\_\_\_\_ day of \_\_\_\_\_,

Signature \_\_\_\_\_ in the capacity of

\_\_\_\_\_ duly authorized to sign

tenders for and on behalf of \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Sir,

Tender Guarantee

As requested by the Tenderer Mr./Messrs. \_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_  
we hereby guarantee that the sum of Baht \_\_\_\_\_  
\_\_\_\_\_ ( \_\_\_\_\_ ) being the amount of earnest money  
required to be deposited to the credit of the \_\_\_\_\_  
\_\_\_\_\_ in accordance with the  
Instructions to Tenderers for THE CONSTRUCTION OF CHIANG MAI WATER  
WORKS EXPANSION PROJECT AT PENDING POINT, CHIANG MAI, shall be-  
come payable by us immediately on receipt of notice in writing given to us  
by the Authority or its authorized representative.

This guarantee is effective from the date of the Tender Documents sub-  
mitted by the Tenderer, namely \_\_\_\_\_  
\_\_\_\_\_ and is to remain in force until after a  
notice in writing to discontinue the same is given by the Authority or its  
authorized representative or until the Tenderer is notified in writing that  
his Tender is unsuccessful.

The Common Seal of \_\_\_\_\_  
\_\_\_\_\_  
was hereunto affixed in the presence of:  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

or

SIGNED, SEALED AND DELIVERED BY THE:

said \_\_\_\_\_

in the presence of:

\_\_\_\_\_



PERFORMANCE BOND

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_  
between \_\_\_\_\_  
of \_\_\_\_\_

(hereinafter called the Guarantor) of the one part and the Public Works  
Department, Bangkok, Thailand (hereinafter called the PWD) of the other  
part.

WHEREAS

(a) This Agreement is supplemental to a contract (hereinafter called  
the Contract) dated \_\_\_\_\_ and made between \_\_\_\_\_

(hereinafter called the Contractor) of the one part and the Principal of the  
other part whereby the Contractor agreed and undertook to \_\_\_\_\_

\_\_\_\_\_ for the sum of Baht \_\_\_\_\_

(b) The Guarantor has agreed to guarantee the due performance of the  
Contract in manner hereinafter appearing.

NOW the Guarantor hereby agrees with the Principal as follows:-

1. If the Contractor shall in any respect fail to execute the Contract or  
commit any breach of his obligations thereunder then the Guarantor will  
indemnify the Principal the sum of Baht \_\_\_\_\_

\_\_\_\_\_ (Baht \_\_\_\_\_).

2. The Guarantor shall not be discharged or released from his guarantee by  
any arrangement between the Contractor and the Principal with or without the  
consent of the Guarantor or by any alteration in the obligations undertaken  
by the Contract or by any forbearance whether as to payment time, per-  
formance or otherwise.

Given under our respective hands and seals the date first mentioned  
above.

The Common Seal of \_\_\_\_\_  
\_\_\_\_\_  
(Guarantor)

was hereunder affixed in the presence of:

or

SIGNED, SEALED AND DELIVERED BY THE  
said \_\_\_\_\_  
\_\_\_\_\_

in the presence of:

The Common Seal of \_\_\_\_\_  
\_\_\_\_\_  
(Principal)

was hereunder affixed in the presence of:

or

SIGNED, SEALED AND DELIVERED BY THE  
said \_\_\_\_\_  
\_\_\_\_\_

in the presence of:

CHIANG MAI, THAILAND  
CONSTRUCTION OF CHIANG MAI WATER WORKS EXPANSION PROJECT  
AT PENDING POINT

AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_  
BETWEEN the Department of Public Works, Government of Thailand  
(hereinafter called the PWD) of the one part and \_\_\_\_\_  
\_\_\_\_\_ in the Country of \_\_\_\_\_ (hereinafter called the  
Contractor) of the other part.

WHEREAS the PWD is desirous that certain Works should be constructed;  
viz., The Chiang Mai Water Works Expansion Project at Pending Point,  
Chiang Mai, and has accepted a Tender by the Contractor for the construc-  
tion, completion and maintenance of such Works NOW THIS AGREEMENT  
WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - (a) The said Tender.
  - (b) The Specifications.
  - (c) The Bills of Quantities.
  - (d) The Drawings.
3. In consideration of the payments to be made by the PWD to the Contractor as hereinafter mentioned the Contractor hereby covenants with the PWD to construct complete and maintain the Works in conformity in all respects with the provisions of the Contract.
4. The PWD hereby covenants to pay the Contractor in consideration of the construction completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

The Common Seal of \_\_\_\_\_

\_\_\_\_\_ was hereunto affixed in the presence of:

or

SIGNED, SEALED AND DELIVERED BY THE  
said \_\_\_\_\_

\_\_\_\_\_ in the presence of:

