ROYAL IRRIGATION DEPARTMENT
MINISTRY OF AGRICULTURE AND COOPERATIVE
GOVERNMENT OF THE KINGDOM OF THAILAND

DOK KRAI – MAB TA PUD WATER PIPELINE PROJECT IN THE EAST COAST AREA

INSTRUCTIONS TO TENDERERS

AUGUST 1982

ROYAL IRRIGATION DEPARTMENT
MINISTRY OF AGRICULTURE AND COOPERATIVE
GOVERNMENT OF THE KINGDOM OF THAILAND

DOK KRAI–MAB TA PUD WATER PIPELINE PROJECT IN THE EAST COAST AREA

INSTRUCTIONS TO TENDERERS

AUGUST 1982

INVITATION LETTER TO TENDER

The Royal Irrigation Department of Ministry of Agriculture & Cooperatives of the Government of Kingdom of Thailand, hereinafter referred to as the RID, invites those construction companies whose qualifications has been accepted by the RID under the prequalification Announcement No. dated for an international tendering of the Dok Krai-Mab Ta Pud Water Pipeline Project at the eastern coastal area of Thailand.

The RID has obtained a loan from the Overseas Economic Cooperation Fund of Japan for the Project, therefore, the procedures and the guidelines of OECF will be applied at the Tendering and the Contracting.

The invited construction companies, hereinafter referred to as the Tenderer, are entitled to purchase the Tender Documents and to submit the Tender as explained below:

(1) The Tender Documents are delivered to the Tenderer at the Procurement and Property Division of RID, Samsen, Bangkok upon the cash payment of Bahts 30,000 per 3 complete sets.

(2) The Tenderer who bought the Tender Documents shall receive the certificate from the Procurement and Property Division of RID and submit the said certificate with his Tender.

(3) The Tender Documents are sold at the office hour of RID from _____, 1982 to _____, 1982.

(4) The Tenderer is invited to attend at the Office Explanation to be held on _____, 1982 from 10:00 o'clock at the RID, Samsen, Bangkok.

(5) The Tender is invited to attend at the Site Explanation to be held on _____, 1982 from 09:00 o'clock at the RID's site office of Dok Krai Reservoir.

(6) The Tenderer is allowed to refer on the Tender Documents from _____, 1982 to _____, 1982. All references shall be done by written notice, and the answer and/or explanation are done by writing till 3 weeks before the closing date of Tender. No verbal reference is accepted.

(7) The Tenderer shall submit his Tender until 10:00 o'clock of _____, 1982 at the Tender Receiving Committee of RID receiving the certificate.

(8) The Tenders are opened from 10:00 o'clock of _____, 1982 at the Tender Evaluation Committee of RID. The Tenderer is entitled to attend at the Tender Opening showing the certificate of submission of Tender and the Power of Attorney explained in the Instructions to the Tenders.

The Tender who wishes to refrain the submission of Tender either before or after purchasing the Tender Documents is requested to send a written notice to the Tender Office of RID, Samsen, Bangkok.

PART I - INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. GENERAL INSTRUCTION PRIOR TO SUBMISSION OF TENDER

1.1. The Tenderer shall examine and study the Drawings and Specifications as well as the texts and conditions attached to the Tender Documents purchased by him until he shall understand them thoroughly.

Should he be in doubt as to the true meaning in any part of the Tender Documents, the Tenderer shall submit written request to the Royal Irrigation Department, hereinafter referred as the RID, for clarification and he shall allow reasonable period of time for the RID to give the answer before Tender closing date. Any interpretation which is not done in writing shall not have the binding on the part of the RID.

If after having examined and studied the Drawings and Specifications as described in the foregoing paragraph, the Tenderer shall find discrepancies in or omission from the Drawings, Specifications or other parts of the Tender Documents, he shall inform the RID in writing of such discrepancies at least 3 days before the Tender closing date. Failure to do so, and if corrections are required for successful completion of the Works under this Tender, the Tenderer shall be responsible to execute the Works in accordance with the Drawings and Specifications.

1.2. The Tenderer shall contact the officers of RID to attend the briefing in regard to topography, sources of materials, access to site, local labor conditions and others as well as to investigate site conditions, at the date, time and place as stipulated in the "Invitation for Tender".

The data given by Officers of the RID are informative data for the purpose of estimating, work planning and preparation of tender price only. The RID will not be binding as to their accuracy as it is the responsibility of the Tenderer to obtain the said facts by himself.

2. PREPARATION OF TENDER

The Tenderer shall prepare the following documents and evidences when submitting his Tender.

2.1. Tender Letter in 3 sets comprising 1 original duly affixed with stamp and 2 copies duly certified correct by the Tenderer. Form furnished by the RID in the Tender Documents shall be completed by the Tenderer, by filling in all the blank columns in type-written or in legible hand writing. Any columns which are not applicable shall be marked with - sign to indicate that they are non-used. Tender Letter shall bear the signature of the Tenderer with the seal, if any, duly affixed. Erasing, omissions, additions, alterations or modifications that should appear in the Tender Letter shall bear the initial of the Tenderer.

2.2. Bill of Quantities in 3 sets comprising 1 original and 2 copies duly certified correct by the Tenderer using the Form furnished by the RID in the Tender Documents. Any columns which are not applicable shall be marked with - sign to indicate that they are non-used. The Bill of Quantities shall bear the signatures of the Tenderer with the seal, if any, duly affixed.

The Bill of Quantities shall bear the stamp of company and the signature of responsible person/s who computed the proposed cost.

The Tenderer shall attach the price analysis of those items which the amount of the said works are estimated more than 100,000 Bahts as total of Baht and Yen portions.

2.3. One set of the "Information to be Submitted by Tenderer" comprising the following information shall be prepared by the Tenderer.

a) Site Organization
b) Construction Schedule
c) Construction Plan
d) Nominated Sub-Contractors

The said Information shall bear the stamp of the company and signature of the responsible person/s who planned and provided the information, and the instructions in detail for preparation of the said Information, are described in PART IX INFORMATION TO BE SUBMITTED BY TENDERER.

(Note: As for above paragraph, if the responsible persons/s or the Construction Engineers were Thai nationals, the Registration number of the Licensed Engineer shall be mentioned under their names.)

2.4. Tender Bond shall be at least Baht 35,000,000 (Thirty-Five Million Baht) as stated in the Tender Letter and may be submitted in the form of:

a) Cash
or b) Certified Banker's Cheque (Aval.), issued by a bank operating in Thailand, payable at least for the period for which the Tender is valid.
or c) Government Bonds (details may be obtained from the Tender Office in RID-Samsen).
or d) A Bank Guarantee issued by a bank operating in Thailand in accordance with the attached RID form valid at least for the period for which the Tender is valid.

or e) A Standing Bank Guarantee (valid for one whole year) issued by a bank operating in Thailand, whose office is situated in Bangkok, Nonthaburi and Samut Prakan in accordance with the requirements of RID (Details may be obtained from the Tender Office in RID-Samsen).

The following procedures shall be observed:

- Cash, cheque and Government Bonds shall be deposited at the Treasury Branch, Accounting and Finance Division, RID Samsen until 15:00 hours one day before the Tender closing date. The receipt issued against depositing such tender bonds shall accompany Tenderer's Proposal at the time of submitting his Tender.

- Bank Guarantee (good for one tendering) shall accompany Tenderer's Proposal at the time of submitting his Tender.

- Standing Bank Guarantee (good for one tendering) shall be presented during office hours at the Comptroller Branch, Accounting and Finance Division, RID-Samsen, at least one day before the Tender closing date.

2.5. Alternative Proposal. In case the Tenderer wishes to offer alternative proposal for certain works to shorten the construction period and/or to reduce the construction cost, he may submit such alternative proposal as below:

(1) The Tenderer shall submit his Tender according to the above paragraphs 2.2 and 2.3 (based on the Tender Documents) as his Main Proposal regardless to his intention to submit the Alternative Proposal.

(2) The Tenderer shall provide same documents requested in the above paragraphs 2.1 to 2.3 for his Alternative Proposal. Those parts of Bill of Quantities where the item of works and/or the quantities shall be altered are provided by the Tenderer. The detailed drawings for the alternative plan shall be submitted with relative calculation sheets.

(3) The Tender Bond for the Alternative Proposal shall be provided and submitted as mentioned in the paragraph 2.4 other than the Tender Bond for his Main Proposal. The amount of Tender Bond for Alternative Proposal is 5 percent of total Tender Price of the same.

3. DELIVERY OF TENDERS

Tender Letter, Bill of Quantities, Site Organization, Construction Schedule, Construction Plan, and Nominated Sub-Contractors shall be properly put in a sealed enveloped marked with the Tender Number at the lower left corner, addressed to the Tender Receiving Committee. The sealed envelope accompanying by Tender Bond shall be delivered to the Tender Receiving Committee at the place and on the date and time as stipulated in the "Invitation for Tender". For the purpose of determining the Tender closing time, the time on the clock at the RID Tender Office shall be used.

In case the Tenderer wishes to offer the Alternative Proposal, all documents are put in a sealed enveloped and marked as "ALTERNATIVE PROPOSAL" at the center of the envelope, and addressed to the Tender Receiving Committee.

4. RECOMMENDED PRACTICE AFTER DELIVERY OF TENDER

The Tenderers are recommended to stay at the Tender Office to witness the opening of the Tender Proposals in order to clarify any fact or doubt and to acknowledge the clarification or the announcements that may be declared by the Tender Evaluation Committee. Failure to observe the said recommendation may result in losing any right and shall be the Tenderer's own risk.

The representative of Tenderer who wishes to attend at the Tender opening shall submit the Power of Attorney, which is giving the authority for explanation on the Tender to the attendant from the authorized person of the Tenderer.

PART II - PROCEDURES AND RIGHT ESTABLISHED BY RID

PROCEDURES AND RIGHT ESTABLISHED BY RID

1. ACCEPTANCE OF TENDERS

"Tender Receiving Committee" will specifically accept the sealed Tenders, and Tender Bonds delivered at the Tender Office within the closing time only.

2. OPENING OF TENDERS

"Tender Evaluation Committee" will promptly open the Tender soon after the sealed envelopes and Tender Bonds are received from the "Tender Receiving Committee" and will declare the salient features of Tender proposals to all the Tenderers who participate in the tendering at the time of opening.

3. EVALUATION OF TENDERS

As the RID intends to assure successful completion of the Work under Tender Documents to the most of their benefit, thus the Proposals submitted by the Tenderers shall be evaluated based upon and subject to the following criteria and rights:

3.1. Evaluation will be based on the Tender Price and Technical Information which appear in the Tender.

3.2. Award will be made only one Tenderer for whole parts of the Works at the option of the RID. No separation in particular items is considered.

3.3. Tenders may be rejected, if,

a) Tender's name does not appear on the list of tenderers who purchased Tender Documents from RID.

b) Tender Proposal is incomplete of the documents and

evidences specified under section 2 regarding preparation of tender.

c) Failure to fill in the name of Tenderer, or the Tender Price, or failure to sign Tenderer's signature in the Tender Letter, whether either or all of the said incompleteness.

d) No initial of the Tenderer where there appear eraser, alteration or modification.

e) Amount of the Tender Bond furnished by the Tenderer is less than Baht 35,000,000 (Thirty Five Million Baht)

f) Tenderer wishes to use materials and equipments of non-permissible imports from non-eligible source countries.

3.4. Tender Proposal that deviates from the requirements of RID may be rejected, except for the alternative proposals accompanied by written explanation at the time of submitting the Tender that such alternative proposal will render better benefit may be considered.

3.5. RID is not obliged to award the contract to the lowest Tenderer, if the Tender proposals or the details of the Tender are different from the given condition as mentioned in This Tender Documents.

If the Tender Price of the Tenderer who offered the same conditions as mentioned in this Tender Documents is higher than the approved budget, the RID reserves the right to request the lowest Tender, to negotiate for price reduction. If the lowest Tenderer agrees to reduce the price to the approved budget allotment, RID will consider to award him the contract. If the lowest Tenderer disagrees or agrees to reduce the price but the reduced price is still higher than the approved budget, RID reserves the right to request other Tenderers, who have offered the same conditions as mentioned in this Tender Documents

to re-submit the Tender Proposal in suitable period. If it appears that the price of the lowest Tenderer is still higher than the approved budget, RID reserves the right to accept or cancel this Tender.

RID has the right to negotiate for price reduction, to ask for more information, or to request for additional details from Tender Proposals that are selected for final consideration, in this case the Tenderer shall cooperate fully with RID.

3.6. RID reserves the right to request the Tenderer, whose Tender Price appears very low that it is believed it will not be possible to execute the work successfully to the satisfaction of RID, or that it will expose to risk of suffering from subsequent damages if Contract is awarded to such Tenderer, to furnish evidence and details of his calculations on quantities of work and pricing or other relating facts for further consideration. If the explanation so furnished is not acceptable or after investigation it reveals that such Tenderer had made the error in his calculation, or incompetent otherwise something has been omitted, then the RID may reject such Tenderer.

The Tenderer shall cooperate fully to RID in all respect regarding furnishing of the requested information, ignorant and non-cooperative on the part of the Tenderer will result in Tender being disqualified on the spot and RID may reject his Tender without having to take actions outlined in the foregoing paragraph.

All the rights mentioned herein under Section 3, are the rights solely reserved by the RID which the Tenderer is not allowed to fill any petition or to establish as the cause against which to claim for any damages from RID at a later date.

3.7. The Contract will be awarded in consultation with The Overseas Economic Cooperation Fund (OECF) of Japan.

4. RESULT OF TENDERS TABULATION

The Tenderer may request to obtain the result of tenders tabulation during office hours at the Tender Office. RID is not bound by all means to advise any Tenderer of such result of tenders tabulation.

5. AWARD OF CONTRACT

The Tenderer whose Tender Proposal is accepted by RID will be notified in writing on the award of contract together with the date by which contract is scheduled to be executed.

6. RETURN OF TENDER BONDS

Tender bond of the successful Tenderer will be returned to him upon the execution of the contract and provided that the Performance Bond has been furnished to RID.

Tender bonds of the unsuccessful Tenderers will be returned after the successful Tenderer has acknowledge the receipt of the notice of award from RID, or may be returned to those Tenderers whose Tenders are not within the interest of RID, as may be decided by the Tender Evaluation Committee of the RID.

7. EXECUTION OF CONTRACT

7.1. Prior to execution of the contract successful Tenderer will be allowed to examine the draft contract documents.

7.2. Tenderer is required to present himself to execute the contract with RID within the date mentioned in the notice of award.

If the RID should find that it will not be possible to execute the contract by the time mentioned in the notice of award and that extension is necessary, the Tenderer agrees to execute the contract at the time so

extended. The act of extending the contract execution date will not consider as a breach of agreement and will not constitute any cause against which to claim any right from RID.

7.3. Prior to or upon the execution of the Contract, Tenderer shall furnish as a Performance Bond by depositing with RID cash or bank guarantee, in accordance with the RID Form, issued by an acceptable bank registered and operating in Thailand equal to at least 5 percent of the total contract price.

7.4. The contract will come into effect as of the date of its execution, except if Tenderer shall fail to execute the contract on the date fixed in the notice of award then the contract will come into effect on the expiration of the period fixed in the notice of award.

In the event that the late execution of the contract is caused on the part of RID as stipulated under the last paragraph of Section 7.2 hereof, the effective date of the contract will commence on the date of execution of the contract.

7.5. Prior to or upon execution of the contract, the Tenderer shall submit the following evidences to RID for examination:

a) Reproduction of the certificate issued by the Central Registration Office or Provincial Registration Office for Partnership and Company, Trade Registration Department, Ministry of Commerce, certifying that the Tenderer has been registered as a juristic person, the most recent registration duly certified by the person(s) who are authorized to act on behalf of the juristic person.

b) Power of Attorney duly affixed with stamp in case the person who will execute the contract is representative on the authorized person(s).

c) Identification Card of the person who will execute the contract as issued by Government authority or Organization, if an alien, the passport may be used in place of Identification Card.

7.6. The Tenderer should make available one witness to attest signature in the contract execution for his side.

7.7. Salient features of the contract as shown in the Form of Contract Agreement.

8. CONFISCATION OF TENDER BOND AND PAYMENT OF DAMAGES

8.1. RID will confiscate the tender bond furnished by the successful Tenderer in total or in part thereof, if:

a) The successful Tender refuses or avoids to acknowledge the receipt of notice of award; or,

b) The RID is not able to deliver the notice of award due to:

- Tenderer discontinues his operation, or
- Tenderer liquidates his juristic person, or
- Tenderer moves his Office from the address mentioned in his Tender Letter or from such address as appeared in official registration without informing RID.

c) The successful Tenderer fails to execute the contract after having received the notice of award from RID, or after the notice of award has been delivered to the address mentioned in the Tender Letter or to such address as appeared in the official registration.

In exercising its right to confiscate the tender bond as mentioned above the RID is not bound in any way to advise or to serve a notice to the successful Tenderer.

8.2. Besides exercising its right as mentioned under Section 8.1 above, the successful Tenderer shall be held responsible to compensate the RID for all the damages sustained as a direct or consequent of any of the causes mentioned in Section 8.1 also.

PART III - FORM OF TENDER

FORM OF TENDER

TENDER NO. _____

To: Tender Evaluation Committee

We, juristic person registered under the name of

_____

Business Address No. _____ Street _____ City _____

Province _____ Country _____

Represented by _____

Position _____ Age _____ Nationality _____

who is authorized to act on behalf of the said juristic person as evidenced by the accompanying copy of certificate or who is authorized representative of the said juristic person as evidenced by the accompanying Power of Attorney No. _____ dated _____ are pleased to submit Tender Proposal to the Royal Irrigation Department, as follows:

1. Total Tender Price is estimated at Bahts ( ) _____ _____ applying the exchange rate of ¥_____ per one Baht, which consists of Bahts ( ) _____ _____ and Yen ( ) _____ _____.

Unit price for successful completion of the work under this Tender as per Drawings and Specifications in detail as shown in the Bill of Quantities of which the relative Bill of Quantities are attached herewith for consideration.

2. As a security of our Tender proposal, we have provided a tender bond for an amount of Baht 35,000,000 (Thirty Five Million Baht) which is attached to this Tender Letter.

3. Completion time within 18 months from March 1st 1983 to August 31st 1984.

4. Validity 150 days from the date following or submission of this Tender Letter.

In submitting our Tender Proposal to the Royal Irrigation Department as mentioned above we have studied and examined the Drawings, Specifications, site conditions and other information at the construction site, as well as having informed ourselves of the obligations, instruction to tenderers, contract conditions and the accompanying documents including the rights of the Royal Irrigation Department as per the criteria stipulated in this Tender Documents, all of which we accept and agree to follow in all respect.

In the event that any part or all of these Tender Documents of ours are rejected by the Royal Irrigation Department, we shall accept such decision without filing any petition whatsoever.

(Signature) _____ Tenderer

Affix Juristic Person's Seal,
if any.

PART IV - APPENDIX TO TENDER

APPENDIX TO TENDER

Date of Submission _____

Name of Tendered _____

Certified by (Name) _____

(Title) _____

1. Construction Period: Eighteen (18) months calculating from next day of signing the Contract to the date of Provisional Take-over.

2. Commencement of Works within 15 days from the first day of Construction Period.

3. Performance Bond: 5 percent of the Contract Sum.

4. Retention for Good Performance: 10 percent of each sum of provisional payment certificates.

5. Advance Payment: 10 percent of the Contract Sum against the Bank Guarantee acceptable by the Employer.

6. Insurance for Works: _____ percent of the Contract Sum.

7. Third Party Insurance: _____ percent of the Contract Sum.

8. Insurance for Workman: _____ percent of the Contract Sum.

9. Period of Maintenance: 12 months from the date of issuance of certificate of Completion.

* ---- Tendorer shall nominate proper percentages for items 6, 7 and 8 above.

PART V - FORM OF TENDER BOND

FORM OF TENDER BOND

No. _____ Name of Issuing Bank

Date _____

We, _____(Name of Guaranteeing Bank)
Business Address No. _____ Street _____
City _____ Province _____
Country _____, hereby agree to bind ourselves to the Royal Irrigation Department as follows:

1. Whereas the Tenderer is required to furnish Tender Bond to be deposited with the Royal Irrigation Department, therefore (Name of Guaranteeing Bank) _____, hereby undertake to guarantee for payment of Tender Bond by (Name of Tenderer)_____ _____, who will participate in tendering for Tender No. _____, scheduled for closing on _____ for a total sum of Baht 35,000,000 (Thirty Five Million Baht)
And this Guarantee is valid for 150 days from the receipt of the Tender.

2. In the event that (Name of Tenderer) _____ having submitted his Tender, fails to comply with any of the regulations and conditions stipulated in the Tender referred in No. 1 above, thus causing his Tender Bond to be forfeited by the Royal Irrigation Department, (_____ Name of Guranteeing Bank _____) undertake to make payment for such Tender Bond in the place of (Name of Tenderer) _____ to the extent of Baht 35,000,000 (Thirty Five Million Baht)

In making payment as stated herein _____ _____ warrant that payment will unconditionally effected within seven (7) days after receipt of the notice served by the Royal Irrigation Department and without having to request _____ to pay first.

3. This Guarantee for Payment of Tender Bond shall in no event be withdrawn or invalidated by _____ until _____ have fulfilled all of their obligations under the Tender.

Signature _____ Authorized Agent

Signature _____ Witness

Signature _____ Witness

PART VI - FORM OF CONTRACT

FORM OF CONTRACT

This Agreement made the day of _____, 1982 corresponding to Dok Krai-Mab Ta Pud Water Pipeline Project herein mutually agreed between;

1) Royal Irrigation Department, Ministry of Agriculture and Cooperatives, Government of Kingdom of Thailand, Samsen, Bangkok, represented in this Agreement by Mr._____ _____ hereinafter called the "Employer",

and,

2) Messrs. _____ addressed _____ represented in this Agreement by Mr. _____(Name)_____, _____(title)_____ (Age _____ years), (_____Nationality_____) hereinafter called the "Contractor".

CLAUSE ONE
SUBJECT OF CONTRACT

The Contractor undertakes to carry out the construction and the test-operating of Dok Krai-Mab Ta Pud Water Pipeline Project which consist of;

(1) Intake Facilities including Intake Tower, Bridge & Pump Station
(2) Pipeline with Valves and other Control Devices
(3) Head Tank
(4) Receiving Facilities including Receiving Well and Reservoir
(5) Control System
(6) Buildings
(7) Test Operation and Commissioning

All Works shall be carried out in accordance with:

1) General Conditions of Contract	in _____	pages
2) Special Stipulations to the Conditions of Contract	_____	"
3) General Specifications	_____	"
4) Particular Specifications	_____	"
5) Tender Document No. _____	_____	"
6) Priced Bill of Quantities with its Preamble	_____	"
7) Contract Drawings	_____	sheets

and, all these shall constitute an integral part of this Agreement.

The Contractor shall also undertake to supply all required materials and installations for the said pipeline system.

CLAUSE TWO

CONTRACT PERIOD

The Contractor undertakes to carry out and hand-over the Works under this Contract in accordance with:

- Specified Standards
- Agreed Technical Standards
- Conditions agreed for in the Contract and Contract Documents

within a period of 18 (eighteen) months with effect from the actual date of signing of Contract.

The Contractor also undertakes to pay any expenses and charges of any sort required to complete the Works and carry out all duties to him under this Contract within the said period.

In case of delay of the above Works beyond the specified date, the penalty for delay shall be applied on the Contractor in accordance with the Article 46 of General Conditions of Contract.

CLAUSE THREE
CONTRACT AMOUNT

The Government of Kingdom of Thailand has received a loan from THE OVERSEAS ECONOMIC COOPERATION FUND in ¥_____ _____ toward the cost of Dok Krai-Mab Ta Pud Water Pipeline Project.

The amount of Works of this Agreement is Bahts _____ _____ and ¥ _____ _____.

The Baht portion of payment is payable at the bank/s located in Thailand, and the Yen portion of payment is payable at the bank/s located in Japan.

The Contractor shall nominate his bank account/s both in Thailand and Japan within 30 days after signature of this Agreement.

All due payments to the Contractor are calculated according to the Bill of Quantities as per the actual executed works.

CLAUSE FOUR
GUARANTEE OF WORKS

The Contractor undertakes to guarantee the Works under this Agreement for a period of twelve months from the date of the provisional take-over of these works to the Employer. This guarantee shall cover repair of any defect and supply of any spare parts request or other jobs necessary for such repair for the duration of the Period of Maintenance.

CLAUSE FIVE

PERFORMANCE BOND

As a security for the faithful performance of this Contract, the Contractor, on the same day of signature of the Contract, has to deposit a bank guarantee to the Employer. The bank guarantee is in the amount of Bahts _____ or equivalent to five (5%) percent of the initial sum of the Contract, and the validity shall be thirty (30) days after the last day of the Period of Maintenance.

If the accomplishment date is extended by any reason, the Contractor has to deposit a new bank guarantee to the Employer for the new agreement of the construction time extension.

The Performance Bond is returned to the Contractor at the aforementioned date, provided that the completed works shall not show any defect or damage caused by the faults of the Contractor.

In case of the termination of Contract before the Provisional take-over, the Performance Bond is retained until the complete performance of the relative settlement according to the Article 9 of General Conditions of Contract.

CLAUSE SIX

LANGUAGE

Considering the receipt of a loan from THE OVERSEAS ECONOMIC COOPERATION FUND, English is applied as the language of this Contract, but, parts of documents are provided in English and in Thai having equal validity.

In case the Employer requests, the Contractor shall use Thai with English for his official correspondence with the Employer and the Engineer.

CLAUSE SEVEN
JUDICIAL POWER

The proper law of this Contract shall be the law in force in Kingdom of Thailand. Any litigations between the parties that may arise out of or in connection with this Contract or the breach thereof or the performance of work thereunder shall be determined in the courts of Thailand.

This Agreement consists of seven (7) clauses in 5 pages, and prepared in two identical documents. Both the Employer and the Contractor have read and understood clearly and set their signatures and affixed the stamps thereto in the presence of the witnesses.

(Signed) _____
(Name & Title) representing the Employer

(Signed) _____
(Name & Title) representing the Contractor

(Signed) _____
(Name & Title) as Witness

(Signed) _____
(Name & Title) as Witness

PART VII - FORM OF PERFORMANCE BOND

FORM OF PERFORMANCE BOND

(Name of Guaranteeing Bank)

Date: _____

We, (Name of Guaranteeing Bank) _____ Business Address No. _____ Street _____ City _____ Province _____ Country _____, hereby guarantee to the Royal Irrigation Department as follows:

1. Whereas (Name of Contractor) _____ have entered into an Agreement with the Royal Irrigation Department for (Name of Project)_____ as per Contract No. _____ executed on _____ which _____ are bound to furnish a cash deposit as a security for the performance of the Works to the Royal Irrigation Department for Bhat _____ (_____). Therefore, we hereby bind ourselves to Royal Irrigation Department to act as the Guarantee of _____ for an amount not exceeding Baht ___ _____ (_____), namely, in the event that _____ should be in default, or should breach any of the said Contract requirements thereby authorizing the Royal Irrigation Department to exercise its right to impose upon fines and/or claim for indemnity from _____, we undertake to make prompt payment to the Royal Irrigation Department without the necessity of previous notice to _____ _____ to pay such fines and indemnity stated above.

2. We agree to acknowledge and consent to any time extension and/or any deviation from the Contract which may have been granted by the Royal Irrigation Department to _____ provided that we shall be notified without undue delay by the Royal Irrigation Department.

3. We agree not to withdraw this Guarantee during the period which _____ are still liable to Royal Irrigation Department under the Contract.

In witness hereof, we, _____ by the undersigned who is fully authorized to sign and to incur obligation in the name of the Bank, hereby sign and affix the seal of the Bank below.

_____ Guarantor

(_____)

PART VIII - FORM OF GUARANTEE FOR ADVANCE PAYMENT

FORM OF GUARANTEE FOR ADVANCE PAYMENT

No. _____ Date _____

WHEREAS _____
has entered into an Agreement with the Royal Irrigation Department to undertake _____
as per Contract No. _____ executed on _____
whereby _____
are entitled to draw an advance money equivalent to 10% of the total Contract cost.

WHEREAS _____
wish to draw the said 10% advance money of Baht _____
(_____)
from the Royal Irrigation Department against presentation of a Bank Guarantee for the same amount.

NOW, THEREFORE, by this letter of Guarantee, we, _____
_____
Business Address No. _____ Street _____
City _____ Province _____ Country _____
hereby agree to guarantee _____
to the Royal Irrigation Department under the conditions set below:

1. We hereby guarantee repayment of the advance money received by _____
from the Royal Irrigation Department, as per the above Contract conditions, to the extent of Baht _____ (_____
_____).

2. If _____
having received the advance money stated in Clause 1 above from the

Royal Irrigation Department, shall act in contrary to or fail to act in accordance with the Contract thereby resulting in failure to meet, or in breach of the above mentioned Contract, or any of the conditions attached thereto, thus _____ are required to refund the said advance money to the Royal Irrigation Department, we hereby agree to repay the said advance money in full amount of Baht _____ (_____) or the then outstanding amount thereof, to the Royal Irrigation Department within 7 (seven) days from the receipt of written request to do so from the Royal Irrigation Department, without the necessity of previous request to _____ _____ for repayment of same.

3. In the event that we should fail to effect payment to the Royal Irrigation Department within the time specified in Clause 2 above, we shall be considered in default and we agree to indemnify the Royal Irrigation Department by paying a 18 per annum interest from the date of default until full settlement of the above amount shall be effected.

4. If, at any time in the course of the execution of the above mentioned Contract, the Royal Irrigation Department shall grant a time extension, or shall allow the Contractor to deviate from any Conditions of the Contract without our knowledge, it shall be deemed that such grants shall have been made with our consent.

5. We shall in no event withdraw this Guarantee for any reason so far as _____ are still liable to the Royal Irrigation Department under the Contract.

IN WITNESS WHEREOF, we, _____
by the undersigned who is fully authorized to sign and to incur obligations in the name of the Bank, hereby sign and affix the seal of the Bank below.

(Signed) _____ Guarantor
(_____)

(Signed) _____ Witness
(_____)

(Signed) _____ Witness
(_____)

PART IX - INFORMATION TO BE SUBMITTED BY TENDERER

INFORMATION TO BE SUBMITTED BY TENDERER

The Tenderer shall submit the following information with his Tender:

(1) Site Organization
(2) Construction Schedule
(3) Construction Plan
(4) Nominated Sub-Contractors

The Tenderer is requested to provide these information observing the Instructions to Tenderers and detailed explanations affixed to the forms of each information.

1. SITE ORGANIZATION

The Tenderer shall provide the site organization chart in accordance with the attached Format-1.

The Tenderer shall nominate, at least, the following key persons:

(1) Site Manager - refer to General Conditions of Contract
(2) Assistant Site Manager
(3) Administrative Manager
(4) Site Chiefs of Intake Facilities, Pipeline, Head Tank and Receiving Facilities sites.
(5) Chiefs of Building Works, Mechanical Works - including Electric Works, Workshop, Survey/Drawing, etc., and other responsibilities such as Transport, Camp Management, Procurement, etc.

The Tenderer shall apply the number of foreman or technician, skilled or unskilled workers, engineer who provide shop drawings at the Site, surveyor, draftsman, welder for stie welding of pipe, and others. The number is that of the busiest period of the relative works.

The curriculum vitae of the key persons shall be attached in accordance with the attached Format-2.

The number of foreman, etc. shall be detailed in accordance with the attached Format-3.

2. CONSTRUCTION SCHEDULE

The Tenderer shall provide the following schedules:

(1) Constructional Plant Schedule --- The schedule shall be provided in accordance with the attached Format-4. The manner of stating is as shown in the parenthesis of the Format-4 as sample. Operation plan of all machinery, plants and equipment which the Tenderer wishes to use for the tendered works shall be shown in the schedule.

In addition, the list of constructional plant shall be provided separately in accordance with the attached Format-5.

(2) Material & Manufactured Items Supply Schedule --- The schedule shall be provided in accordance with the attached Format-6. The manner of stating is as shown in the parenthesis of the Format-6 as sample.

The Tenderer is also requested to provide the list of material & manufactured items in accordance with the attached Format-7.

(3) Financial Schedule of Works --- The schedule shall be provided in accordance with the attached Format-8. The Tenderer shall estimate his quarterly output taking the conditions of payment stipulated in the conditions of contract and the Particular Specifications into consideration.

(4) Construction Programme --- The Tenderer shall provide the programme in accordance with the attached Format-9. The construction programme shall correspond with the above 3 schedules. In case the Tenderer could not explain his construction programming in the format, he can attach the details in separate sheet/s.

3. CONSTRUCTION PLAN

The Tenderer shall provide, in his own format, the Construction Plans of the following items:

(1) Layout of site arrangement such as location of constructional plants, route of access roads, location of contractor's camp, etc.

(2) Plan of caisson yard and other temporary works for construction of Intake Tower.

(3) Plan of execution for construction of Intake Tower with such details as calculation of buoyancy, manner of concrete placing, temporary support, duration and manner of concrete curing and manner of fixing at the Place of Work in connection with temporary works thereto.

(4) Plan of execution for construction of Head Tank with preliminary designs which shall be provided in accordance with the provision of Particular Specifications. Type of formwork, manner of post-tension, etc. shall also be explained sufficiently.

(5) Plan of manufacturing and installing of steel pipe and plan of execution of civil works of pipeline showing the division of site for pipeline works.

(6) Layout of Contractor's camp/s.

(7) Land requirement other than provided by the Employer.

4. NOMINATED SUB-CONTRACTORS

The Tenderer shall attach the letters of acceptance for supply of:

(1) Steel Pipe Material
(2) Fabricated Steel Pipe
(3) Valves
(4) Pumps, Electric Motors and Accessories
(5) Control Equipment

from related manufacturers whom the Tenderer has introduced in his prequalification tender.

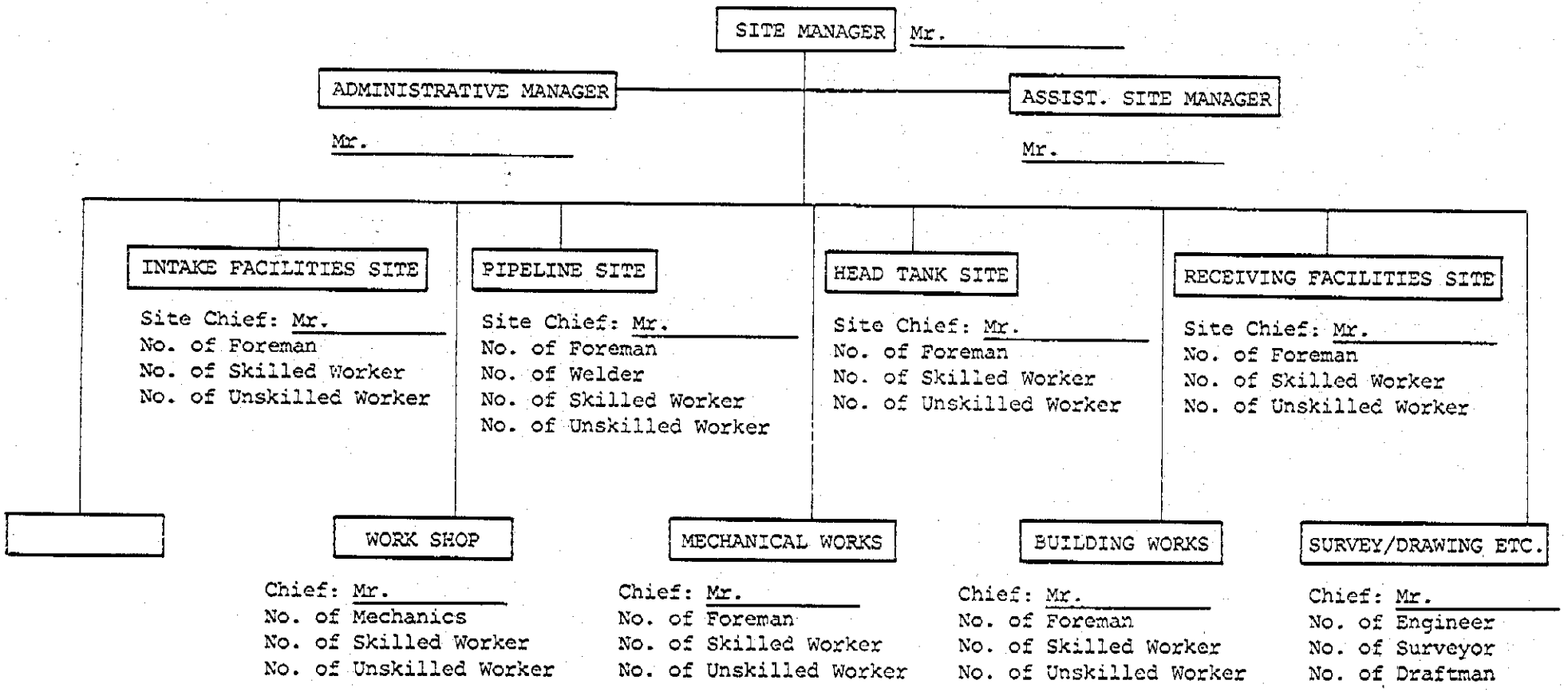
The letters of acceptance shall include:

(1) Name of Manufacturer and Country of Incorporation
(2) Head Office Address
(3) Item of Supply and Quantity thereof
(4) Draft of Sub-contracting Agreement

The change of those manufacturers after award of contract is subject to the approval of Engineer in accordance with Clause 40 of General Conditions of Contract.

Format-1

SITE ORGANIZATION



FORMAT-2

CURRICULUM VITAE

Name: _____ Age & Date of Birth: _____

Place of Birth: _____ Nationality: _____

Position in the Tendered Works: _____

Speciality: _____

Year & School of Last Graduation: _____ _____

_____

Registration Number of Licensed Engineer (Thai national only):

_____

Years with the Firm: _____

Record of Employment:

(From present to past. Position in the Firms shall also be noted.)

Key Qualifications:

(The experience of work of similar nature in which the person has been engaged shall be noted as below:

(1)

Name of Project	Location	Kind of Works	Position in Job Site	Year of Engagement

5 main experience of similar nature to his position in the tendered works shall be applied.)

Record of Experience:

(From present to past - with similar form as that of Key Qualification.)

Format-3

EMPLOYMENT SCHEDULE OF MAN-POWER

JOB SITES	CATEGORIES OF MAN-POWER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Total
	Sub-Total																			
	Sub-Total																			
	Sub-Total																			
	Grand Total																			

Format-4

CONSTRUCTIONAL PLANT SCHEDULE

JOB SITES	CATEGORIES OF MACHINERY, PLANTS & EQUIPMENTS	SERIES NO.	TYPE/ CAPACITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	REMARKS
INTAKE FACILITIES	(BULDOZER)	(101)	(D-8)																			(For Intake Yard) - (500 cu.m/day)
	(BULDOZER)	(102)	(D-8)																			(For Intake Yard) - (500 cu.m/day)
	(BULDOZER)	(103)	(D-6)																			(For Borrow Area) - (200 cu.m/day)
PIPE LINE	(BULDOZER)	(103)	(D-6)																			(For Backfill) - (200 cu.m/day)
HEAD TANK	(BULDOZER)	(101)	(D-8)																			(For Site Work) - (400 cu.m/day)
RECEIVING FACILITIES	(BULDOZER)	(101)	(D-8)																			(For Yard & Reservoir) - (500 cu.m/day)
	(BULDOZER)	(102)	(D-8)																			(For Reservoir) - (500 cu.m/day)
BUILDINGS	(BULDOZER)	(102)	(D-8)																			(For Site Work) - (400 cu.m/day)
COMMON USE																						

Format-5

LIST OF CONSTRUCTIONAL PLANT

GROUP	CATEGORIES OF MACHINERY ETC.	SERIES NO.	TYPE/ CAPACITY	NAME OF MANUFACTURER - COUNTRY	OWNER SHIP	APPROX. VALUE-BAHT	SITE/s OF USE
(Earth work)	(Buldozer)	(102)	(D-8)	(Caterpillar-USA)	(Own)	(4,400,000)	(Intake Yard Head Tank)
	(Buldozer)	(103)	(D65A)	(Komatsu-Japan)	(Hire)	(1,600,000)	(Intake Yard Pipeline)
	(Backhoe)	(115)	(UH10)	(Hitachi-Japan)	(Procure)	(2,800,000)	(Pipeline)
	(Grader)	(122)	(GD600R)	(Komatsu-Japan)	(Own)	(1,300,000)	(Intake Yard Building Site)
(Concrete work)	(Track Mixer)	(204)					
	(Track Mixer)	(205)					
	(Potable Mixer)	(210)					
(Welding work)	(Potable Welder)	(301)					
	(Track-loaded Welder)	(306)					
(Trans-port)	(Dump Track)	(401)					
	(Trailer)	(405)					
	(Trailer)	(406)					

Format-6

MATERIAL & MANUFACTURED ITEMS SUPPLY SCHEDULE

JOB SITES		CATEGORIES	TOTAL QUANTITIES	CORRESPONDING NO. OF B. Q.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	COUNTRY OF ORIGIN
INTAKE FACILITIES	Material																						
	Manufact. Items	(Main Pump)	(6 units)	(2401, 2414)			SHOP DRAWING					MANUFACTURING				FACTORY/ASSEMBLE/ TRANSPORT				INSTALLING			
PIPELINE	Material	(Steel plate for pipe)	(27,600 tons)	(3102)	1600	4000	4000	4000	4000	4000	4000	2000											
	Manufact. Items	(Steel pipe)	(26,300 tons)	(3102)			700	1800	2000	2200	2200	2200											
HEAD TANK																							
RECEIVING FACILITIES																							
BUILDINGS																							
MISCELLANEOUS																							

Format-7

LIST OF MATERIAL & MANUFACTURED ITEMS

JOB SITE	KIND OF MATERIAL/MANUFACTURED ITEM	QUANTITY	NAME OF MANUFACTURER	COUNTRY OF ORIGIN	CORRESPONDING ITEM NO. of B.Q.	APPROX. VALUE IN SITE

Format-8

FINANCIAL SCHEDULE OF WORKS

	KIND OF WORKS	ITEM NOS. OF BILL OF QUANTITY	TOTAL AMOUNT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	COMMON TEMPORARY WORKS	1001 ∿ 1009																									
	EMPLOYER'S FACILITIES	1101 ∿ 1200																									
INTAKE FACILITIES	COMMON WORKS OF INTAKE FACILITIES	2001 ∿ 2002																									
	INTAKE TOWER	2100 ∿ 2117																									
	INTAKE BRIDGE	2201 ∿ 2236																									
	INTAKE YARD	2301 ∿ 2318																									
	PUMPING PLANTS	2401 ∿ 2414																									
	ELECTRIC FACILITIES	2501 ∿ 2526																									
PIPE LINE	COMMON WORKS OF PIPELINE	3001 ∿ 3002																									
	SUPPLY OF PIPES & VALVES	3101 ∿ 3132																									
	INSTALLATION OF PIPES & VALVES	3201 ∿ 3213																									
	CIVIL WORK FOR PIPELINE	3301 ∿ 3316																									
HEAD TANK	COMMON WORKS OF HEAD TANK	4001 ∿ 4002																									
	HEAD TANK	4101 ∿ 4119																									
	SPILL WAY	4201 ∿ 4212																									
RECEIVING FACILITES	COMMON WORKS OF RECEIVING FACILITIES	5001 ∿ 5002																									
	RECEIVING WELL	5101 ∿ 5110																									
	RECEIVING RESERVOIR	5201 ∿ 5213																									
	VALVE BOX, PIT & PIPING WORKS	5301 ∿ 5349																									
	RECEIVING YARD	5401 ∿ 5409																									
	ELECTRICAL FACILITIES	5501 ∿ 5508																									
	CONTROL SYSTEM	6001 ∿ 6013																									
	BUILDING WORKS	7001 ∿ 7320																									
	TEST OPERATION & COMMISSIONING	8001 ∿ 8002																									
	TOTAL																										

Format-9

CONSTRUCTION PROGRAMME

	DESCRIPTION	1	2	3			17	18
	EXCHANGE OF CONTRACT/HAND-OVER OF SITE							
	PREPARATION OF EMPLOYER'S FACILITIES							
INTAKE FACILITIES	SETTING-OUT & TOPO-SURVEY BRING-IN OF CONSTRUCTIONAL PLANT PREPARATION OF SHOP DRAWING-INTAKE TOWER -INTAKE BRIDGE -INTAKE YARD -PUMP -ELECTRICAL FACILITIES INTAKE TOWER - FOUNDATION EXCAVATION - FOUNDATION CONCRETE - ON SHORE CONCRETING - OFF SHORE CONCRETING BY STAGES - MISCELLANEOUS WORKS INTAKE BRIDGE - STEEL PIPE PILING OF PIERS - MANUFACTURING P.C. GIRDER - INSTALLING P.C. GIRDER - PAVING WORKS - MISCELLANEOUS WORKS INTAKE YARD - ENBANKMENT OF YARD - RIPRAP - FOUNDATION & AIR CHAMBER - ASPHAT PAVEMENT OF ROAD - MISCELLANEOUS WORKS PUMPING STATION - MANUFACTURING OF PUMP - TRANSPORT FROM FACTORY TO SITE - INSTALLATION OF PUMP ELECTRICAL FACILITIES - MANUFACTURING OF ELECTRICAL FACILITIES - TRANSPORT FROM FACTORY & SITE - INSTALLATION OF ELECTRICAL FACILITIES							
PIPELINE	SETTING-OUT & TOPO-SURVEY PREPARATION OF SHOP DRAWING - EXCAVATION OF ALIGNMENT - ROAD CROSSING - RIVER CROSSING - VALVE BOX - MISCELLANEOUS LAND BORROWING FOR TEMPORARY SPOIL BANK, ETC. BRING-IN OF CONSTRUCTIONAL PLANT							