



1. Bidder<sup>1</sup> shall carry out the business involving the goods or works to be offered in accordance with the objects attached to the certificate issued by the Ministry of Commerce/ the official corporate registrar and shall obtain the qualifications as follows:
  - 1.1. Bidder shall not be the person with the previous record of the Contract being terminated by PTT as the result from committing the corrupted act.
  - 1.2. Bidder shall not be a litigant in any arbitration dispute with PTT, whether the Bidder is appeared in PTT Approve Vendor List (PTT AVL) or not, unless otherwise the dispute has been resolved.

Bidder in Clause 1.1 and 1.2 shall include their shareholders and directors.
  - 1.3. Bidder shall not be a person with a previous record of abandoning any work undertaken as declared by PTT and The Comptroller General's Department.
2. Bidder shall be the person or persons who purchased/received the Bid Documents and may not assign to other persons the right to submit the Bid.

In the case of the Bidder being a partnership/ consortium/ joint venture, the mentioned Purchaser/ Receiver must be a party of the said partnership/ consortium/ joint venture. Hence, the Bidder in the form of partnership/ consortium/ joint venture shall be obligated as a joint debtor to PTT.

*(Remark: A partnership/ consortium/ joint venture shall not be permitted to submit the Bid except it is stated clearly in the Terms of Reference that a partnership/ consortium/ joint venture is allowed to do so.)*
3. In the case where Bidder is required to attend a meeting for further explanations or conduct site examination, Bidder must participate in such meeting or examination, at the place and time as specified by PTT. Failure to comply with such requirement shall have the following consequences:
  - 3.1. Where the Terms of Reference specify the consequences of non-conformity with such requirement, Bidder shall be bound by such consequences, which may preclude Bidder from submission of a bid document.
  - 3.2. Where the Terms of Reference does not specify the consequences of non-conformity with such requirement, Bidder retains the right to submit a bid document and is taken to have accepted and understood all particulars and the site without reservation.
4. The Bidding Price, in case of Purchase Order, shall be the price of genuine, new and unused goods and, in case of Work Order, shall be the price of the work carried out with new and unused goods of good quality and by skilled persons. In case of Rent Order, the Bidding Price shall be the price of the rented object whose specifications conform to details in PTT's Terms of Reference and suitable for the purpose for which it is rented. In all three cases above, the object or goods delivered shall be in good order and ready for use.
5. Bidder shall fill the unit price or price of each item as well as the total price in the original Bid form issued by PTT or the quotation form of Bidder which shall have the contents in accordance with the Bid form issued by PTT, which shall include, but not be limited to, date of quotation, name of Bidder, subject of quotation, unit price or price of each item and the total price, and the wordings stating that Bidder shall comply with the terms and conditions of PTT. The Bidding Price shall exclude value added tax, be in Thai Baht and cover all expenditures incurred until delivery. The amount in number and word shall clearly be stated.

---

<sup>1</sup> Bidder means a person or persons who submit the proposal to PTT



Any deletion or correction shall be initialed by the authorized person and affixed with an official seal (if any). Where the unit price or price of each item is inconsistent with the total price, or there is discrepancy between the "number" and "word", then, the provisions of the Civil and Commercial Code shall govern such inconsistency or discrepancy. Bid shall be valid for a period as determined by PTT. Unless otherwise determined by PTT, Bid shall be valid for a period of not less than 90 (ninety) days as from date after the day of the Bid submission or according to conditions determined by PTT and upon the Bidder irrevocably submitting bid documents according to Clause 6 and may not be withdrawn.

6. Bid shall be enclosed in sealed envelope consisting of separate envelopes as follows:
  - 6.1. Quotation Envelope: containing only a quotation of the bidding price and details of price calculation;
  - 6.2. Envelope Containing Supporting Documents: containing supporting documents, for example, drawings, samples, catalogues, technical proposals, a copy of a certificate of work performance, etc., together with such corporate documents as follows:
    - 6.2.1. In case of Bid by a trading entity, there shall be enclosed a copy of a value added tax certificate and a copy of a commerce registration certificate, certified by the owner or manager and affixed with the official seal (if any).
    - 6.2.2. In case of Bid by a company or partnership registered in Thailand, there shall be enclosed a certificate of incorporation issued by the Ministry of Commerce which is not more than 6 (six) months recent as from the date after the day of issuance up to the date of submitting Bid document. Unless it is an original, such certificate shall be affixed with a signature of the authorized person and the official seal of the company or partnership in authentication thereof.
    - 6.2.3. In case of Bid by a company or partnership registered in a foreign country, there shall be enclosed a certificate, issued by the Thai Embassy, Thai Consul or Thai Minister (Commerce), certifying registration, objects and capacity to enter into juristic acts of such juristic person in accordance with the law of the country where it is incorporated. Bidder shall enjoy no immunities or protection allowing non-submission to Thai court, unless such privileges and immunities have been waived at the instruction of Bidder's government.
    - 6.2.4. In the case where the authorized person of the sole trading entity, company or partnership authorizes another person to sign and/or submit Bid Documents, there shall be enclosed a valid power of attorney clearly and correctly stating the authorization.
    - 6.2.5. Certified copy of Thai ID/passport of the authorized signatory or copy of Thai ID/passport of grantee and grantor attached to a power of attorney.
    - 6.2.6. In the case where registration of value added tax has been effected, there shall be enclosed a copy of VAT Certificate (Form Bhor. Por. 20).
7. Successful Bidder chosen by PTT shall accept all terms and conditions in Purchase Order/ Work Order/Rent Order in every respect.
8. Successful Bidder chosen by PTT shall contact PTT
  - 8.1. In case of the procurement which is not over 5,000,000 (five million) Baht or is not required to proceed under PTT conditions to be done in a form of a contract, the Successful Bidder which PTT agrees to perform Purchase/Hire/ Rental shall contact PTT to receive Purchase Order/Work Order/Rent Order within 7 days from the date



after the day notified by PTT (In the case of no performance security) or within 15 days from the date after the day notified by PTT (In the case with Performance Security)

- 8.2. In case of the procurement which is above 5,000,000 (five million) Baht or is required to proceed under PTT conditions to be done in a form of a contract, successful bidder chosen by PTT shall contact PTT to receive letter of intent within 7 days from the date after the day notified by PTT and to contact PTT to enter into a contract with PTT within a period determined in such letter of intent.

In the event of non-compliance with the said clause 8.1 or 8.2, PTT shall confiscate the security (if any) If PTT needs to acquire substitution procurement from another person at a higher price, Bidder shall be responsible to pay PTT the difference within 30 days from the day after the date of notice thereof by PTT. PTT also reserve the right to claim any other damages arising therefore.

9. Bidder ( ) is required ( ) is not required to place Bid Security

In the case where the Bid Security is required, Bidder shall submit cash or a bank guarantee or Thai Government bond or PTT bond or PTT debenture in the amount of \_\_\_\_\_ Baht. Such Bid Security shall be returned to Bidder when PTT approves the procurement. For Successful Bidder chosen by PTT, PTT shall return the same when the Successful Bidder has signed a Contract or executed Purchase Order/ Work Order/Rent Order, or when the Successful Bidder has been discharged from all obligations.

10. In execution of a Contract or Purchase Order/Work Order/Rent Order, Successful Bidder ( ) is required ( ) is not required to place the Performance Security. In the case where the Performance Security is required and unless otherwise stipulated in the details attached to Purchase Order/Work Order/Rent Order, Successful Bidder chosen by PTT (hereinafter called "Seller/Contractor/Lessor") shall submit to PTT, cash or Bank Guarantee or Thai Government Bond or PTT Bond or PTT debenture 5% (five percent) of the price of the Contract or Purchase Order/Work Order/Rent Order (the fraction remaining shall be round up) to ensure the performance of its obligations under Contract/Purchase Order/Work Order/Rent Order. The Performance Security shall be returned when Seller/Contractor/Lessor has been discharged from all obligations under the Contract/Purchase Order/Work Order/Rent Order.

11. Contractor/Lessor (In the case of immovable property rental or hire purchase) shall be responsible to pay revenue stamp required for the Contract or Work Order/ Rent Order at the rate stipulated in the Thai Revenue Code.

12. In the case where Seller/Contractor/Lessor imports goods or equipment from abroad, Seller/Contractor/Lessor shall use Thai vessel and comply with the Thai maritime law as well as ministerial regulations and notifications issued there under.

13. If there is not a provision on a penalty for Seller/Contractor/Lessor's late delivery of good/work and unless otherwise not stipulated in the details attached to Purchase Order/Work Order/Rent Order, the penalty rate shall be as follows:

**For Purchase Order** If Seller fails to deliver goods within the time specified, Seller shall be liable to pay a penalty at the rate of 0.2% (zero point two percent) of the value of undelivered goods per day of delay from the due date of delivery up to the date PTT accepts such goods, provided, however, that if the undelivered goods have to be used in combination with or as an essential component for the goods already accepted by PTT, the penalty shall be imposed in full on the cost of entire goods.



**For Work Order** If Contractor fails to deliver work within the time specified, Contractor shall be liable to pay the penalty at the rate of 0.1% (zero point one percent) of undelivered work per day of delay from the due date for delivery up to the date PTT accepts such work, provided, however, that if undelivered work has to be used in combination with or as an essential component for the work already accepted by PTT, the penalty shall be calculated in full on the cost of the combination.

**For Rent Order** If Lessor fails to deliver goods within the time specified, Lessor shall be liable to pay a penalty at the rate of \_\_\_\_\_ (in percentage or in money value) of the value of undelivered goods \_\_\_\_\_ (per day/per month/per year) from the day after the determined date of delivery until the date which PTT has completely received such goods, provided, however that if the undelivered goods have to be used in combination with or as an essential component for the work already accepted by PTT, the penalty shall be imposed in full on the cost of the entire goods.

14. Apart from the penalty under Clause 13 above, if PTT has a reasonable cause to believe that Seller/Contractor/Lessor will not be able to perform the obligations under Purchase Order/Work Order/Rent Order, PTT reserves the right to terminate the Contract or Purchase Order/Work Order/Rent Order and forfeit the Performance Security and claim all damages arising therefore. If PTT has to purchase goods from, or has such work completed by, another person at a higher price, Seller/Contractor/Lessor shall be liable to pay for the difference or the exceeding amount within 30 (thirty) days of receipt of a notice from PTT.
15. Unless otherwise agreed in the Contract or Purchase Order/Work Order/Rent Order, PTT shall make payment to Seller/Contractor/Lessor on the 30<sup>th</sup> day after the date PTT examines and accepts goods/work/rented goods on each milestone or a single milestone under the Contract/Purchase Order/Work Order/Rent Order. Seller/Contractor/Lessor shall submit an invoice together with appropriate supporting documents to PTT within 15 (fifteen) days from the date after the day of PTT's acceptance of such goods/work/rented goods. If Seller/Contractor/Lessor submits the same later than such period, the payment due date shall be extended for a period equal to the number of days of such delay.
16. PTT reserves the right to discontinue the Bid or select such procurement as PTT deems appropriate. PTT is not bound to accept the lowest Bid and may cancel the Bid without liability for any damages.
17. In case where Successful Bidder fails to enter into the Contract within the period of time specified by PTT or the Seller/Contractor/Lessor fails to comply with the terms or conditions under the contract without reasonable cause, such person, upon PTT's consideration, will be regarded as abandoner and his name will be removed from the Approved Vendor List of PTT.
18. Successful Bidder agrees that it shall conform with the "PTT Code of Conduct" when the contract having the value from 2,000,000 Baht. PTT reserves the right to inspect if Bidder is in compliance with the PTT Code of Conduct.
19. Vendors who have a plan to run business with PTT must act along PTT regulations and conditions, sustainable practice for PTT groups vendors, including:
  - 19.1. Vendors must run firms strictly along involved rules which covered business ethics, social responsibility, security and environment, for example, labor protection law, safety law, and environmental law. Moreover, vendors must run business with transparency, honesty and must not violate the intellectual property rights.
  - 19.2. Vendors must have qualifications related to ESG Interception Criteria including:



- 19.2.1. Vendors must not be appeared on corrupted company list of PTT at the period of form's submission.
  - 19.2.2. Vendors must have involved work permits along the defined laws.
  - 19.2.3. Vendors must not be judged to false in term of financial, environment, security and labor court. Furthermore, vendors must not be found in list of personality, juristic person and company that run business against Thai laws within 3 years before launching the auctions.
  - 19.2.4. Vendors must have firms' policies to will not hire youth labor that age below 15 years old.
  - 19.2.5. Vendors must have enterprises' policies to pay labor's compensation at least the defined legal minimum wage. In addition, vendors must not force employees to work more than the legal defined hours.
  - 19.2.6. Vendors must have SSHE management system in working place along the defined law and concern about employee's safety.
  - 19.2.7. Vendors must have management system of working area and also environmental liability, for instance, the leaking of dangerous substance in soil and underground water.
20. PTT shall evaluate vendors after the completion of the delivery of products/services in each delivery period, based on their work performance.
  21. PTT reserves the right to use the vendor evaluation's result in order to determine the bidder's qualification for the next PTT's bidding.
  22. In the case of any vendors in the PTT Approved Vendor List (PTT AVL) is given graded "D" from the vendor evaluation under a specific type of work, PTT reserves the right to delist such vendors from type of work hereunder. The vendors shall not be permitted to register with PTT AVL under such type of work for at least 3 years from the delisted date.
  23. If the vendor has any queries with regards to the vendor evaluation, the vendor shall submit the request in writing to the procurement unit of PTT for the explanation of such evaluation. The copy of the purchase order/contract and work result must be attached to the request.
-