



1. Bidder¹ 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. 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, in case of Rent Order, the Bidding Price shall be the price of 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.
3. Bidder shall fill the unit price or price of each item as well as the total price in the quotation form of Bidder. The Bidding Price shall be in Thai Baht, cover all expenditures incurred until delivery and exclude value added tax. Bid shall be valid for a period as determined by PTT. Unless otherwise determined by PTT, in case of Purchase Order, Bid shall be valid for a period of not less than 30 (thirty) days, in case of Work Order or Rent Order, Bid shall be valid for a period of not less than 90 (ninety) days as from date after the day of the Bid submission. Bid submitted by Bidder in accordance with Clause 4 shall not be withdrawn.
4. In submission of Bid Price, Bidder shall submit the bid by means as determined by PTT, for example, E-mail, fax, or by hand, etc.
5. Successful Bidder chosen by PTT shall accept all terms and conditions in Purchase Order/ Work Order/Rent Order in every respect.
6. The Successful Bidder 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 performance security is not required) or within 15 days from the date after the day notified by PTT (In the case performance Security is required). In the event that Successful Bidder (hereinafter called "Seller/Contractor/Lessor") fails to receives Purchase Order/Work Order/Rent Order within the time specified or fail to perform the obligation under Purchase Order/Work Order/Rent Order without reasonable cause, such person, upon PTT's consideration, will be regarded as abandoner and his name will be removed from PTT Approved Vendor List.

In case where Seller/Contractor/Lessor fails to comply the obligation determined by PTT and 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 reserves the right to claim any other damages arising therefore.

¹ Bidder means a person or persons who submit the proposal to PTT



7. In execution 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 specified otherwise in the documents attached to Purchase Order/Work Order/Rent Order, Seller/Contractor/Lessor shall submit the performance security in form of cash or Bank Guarantee in the amount of 5% (five percent) of the price of the Purchase Order/Work Order/Rent Order (the fraction remaining shall be rounded up) to ensure the performance of its obligations under Purchase Order/Work Order/Rent Order. The Performance Security shall be returned when Seller/Contractor/Lessor has been discharged from all obligations under Purchase Order/Work Order/Rent Order.
8. Contractor/Lessor (In the case of immovable property rental or hire purchase) shall be responsible to pay revenue stamp required for Work Order/Rent Order at the rate stipulated in the Thai Revenue Code.
9. 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.
10. If there is not a provision on a penalty for Seller/Contractor/Lessor's late delivery of goods/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 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 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 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 goods already accepted by PTT, the penalty shall be imposed in full on the cost of entire goods.

11. Apart from the penalty under Clause 10 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 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.
12. Unless otherwise agreed in Purchase Order/Work Order/Rent Order, PTT shall make payment to Seller/Contractor/Lessor on the 30th day after the date PTT examines and accepts goods/work/rented goods on each milestone or a single milestone under 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.
13. 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.
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