

AMENDMENT No. 4

Amendments to the Instructions to Bidders for the development of the Satellite Systems, Ground Segments and GIS Applications/Solutions under THEOS-2 Project

Referring to Geo-Informatics and Space Technology Development Agency's Instruction to Bidders for Satellite Systems, Ground Segments and GIS Applications/Solutions Thailand Earth Observation System-2 (THEOS-2), Amendment No. 1 (ANNEX 1B) dated 16 February 2017, Amendment No. 2 (ANNEX 2) dated 16 February 2017, and Amendment No. 3 dated 14 March 2017, Geo-Informatics and Space Technology Development Agency has issued the Instruction to Bidders for Satellite Systems, Ground Segments and GIS Applications/Solutions Thailand Earth Observation System-2 (THEOS-2) and its amendments.

For the sake and benefits of the procurement for the development of the Satellite Systems, Ground Segments and GIS Applications/Solutions under THEOS-2 Project, Geo-Informatics and Space Technology Development Agency hereby amends Instruction to Bidders for Satellite Systems, Ground Segments and GIS Applications/Solutions Thailand Earth Observation System-2 (THEOS-2) as follows:

Replace Sub-Clause 29.4 of the ITB with the following:

29.4 "Bidder shall ensure that its State authority concerned, responsible for the approval of exporting THEOS-2 project to Thailand, must be eligible to execute Memorandum of Understanding between GISTDA and State authority concerned on Cooperation on the Earth Observation Satellite System for Development Project (THEOS-2) ("MOU"), details as attached in Annex 2, Form of Agreement.

Bidder acknowledges that the execution of the MOU and the Integrity Pact for Cooperation to Prevent and Anti-Corruption For Public Organization and Private Sector ("Integrity Pact") details as attached in Annex 2, Form of Agreement, are conditions precedent of the Procurement Contract execution. The MOU and the Integrity Pact shall be executed on or before the date of execution of the Procurement Contract, otherwise GISTDA shall have no liability or obligation of any kind with Bidder regarding THEOS-2 project. In the event that the MOU and the Integrity Pact could not be executed on the execution date of the Procurement Contract that has been specified by GISTDA, GISTDA reserves the rights to seek a new Bidder at GISTDA's sole discretion."

Addition of the “Integrity Pact” and modification of the corresponding clauses / contents of Annex 2 (Form of Agreement) of the ITB as per list below:

- List item in the Cover Page of ANNEX 2 (FORM OF AGREEMENT)

Add “- Appendix H (Integrity Pact)” after the “-Appendix G (Form of Memorandum of Understanding)”

- Add a clause in the PREAMBLE after the Clause relating to the Appendix G (Memorandum of Understanding) as following:

“Whereas, as the conditions precedent to the effectiveness of this Contract, CUSTOMER, CONTRACTOR and the OBSERVERS under the Integrity Pact for Cooperation to Prevent and Anti-Corruption For Public Organization and Private Sector ("Integrity Pact"), [have signed/ shall enter into] Integrity Pact attached hereto as Appendix H (Integrity Pact);”

- Replace Sub-Clause 4.1 with the following:

“4.1 The following documents are hereby appended and made integral part of this Contract.

They are listed in order of precedence:

- a. This Contract;
- b. Appendix A (Terms of Reference);
- c. Appendix B (Technical and Performance Specification);
- d. Appendix C (Statement of Work);
- e. Appendix D (Milestone Payment Plans [and Contract Delivery Schedule]);
- f. Appendix E (Advance Payment Guarantee and Performance Guarantee);
- g. Appendix F (Contractor Proposal);
- h. Appendix G (Form of Memorandum of Understanding); and
- i. Appendix H (Integrity Pact)

In case of any discrepancy or inconsistency among the foregoing documents, the documents shall have the foregoing order of precedence.”

- Replace Sub-Clause 5.1 with the following:

“The CONTRACTOR acknowledges and agrees that the effectiveness of this Contract is conditional upon satisfaction, or waiver by the CUSTOMER, of the condition that the Memorandum of Understanding in a form set out in Appendix G (Memorandum



of Understanding) and the Integrity Pact in a form set out in Appendix H (Integrity Pact) have been duly executed on or before the execution hereof.”

- Add “Appendix H (Integrity Pact)” as following:

"APPENDIX H
Integrity Pact
Agreement for Cooperation to Prevent and Anti-Corruption
For Public Organization and Private Sector

Geo-Informatics and Space Technology Development Agency (Public Organization) ("GISTDA") intends to conduct procurement contract on Satellite Systems, Ground Segments and GIS Applications/Solutions under THEOS-2 project ("the Project") in compliance with laws and related regulations on government procurement, together with cooperation to prevent and anti-corruption, in order to ensure the efficiency in government budget spending, transparency and integrity in public procurement. Only the Successful Bidder of Satellite Systems, Ground Segments and GIS Applications/Solutions under THEOS-2 project who signs this Integrity Pact on or before the execution of the procurement contract shall be entitled to execute contract on Satellite Systems, Ground Segments and GIS Applications/Solutions under THEOS-2 project.

To achieve the above mentioned requirements on cooperation to prevent and anti-corruption,(the “Successful Bidder”) shall realize the importance of the anti-corruption policy and ,therefore, enters into Integrity Pact.

GISTDA and the Successful Bidder agree that(the “Observer”) shall be allowed to observe the procurement project in cooperation to prevent and anti-corruption.

GISTDA, the Successful Bidder and the Observer, hereby, execute this Integrity Pact as follows:

1. GISTDA

GISTDA strongly intends to apply ethical principle as a supporting mechanism to enhance cooperation among all parties to ensure that the above project is conducted in a corruption-free and without any misconduct manner, which leads to the efficiency in government budget spending and brings true benefits to the country and citizens. GISTDA shall commit to the followings:

1.1 Disclose all information which related to public procurement project, including but not limited to

- (1) project plan
- (2) scope of work (Instructions to Bidders: ITB)
- (3) Invitation to Bid including the reference price
- (4) name list of recipient/buyer of bid document
- (5) name list of bidders
- (6) name list of bidders with no co-benefits
- (7) name list of bidders who pass the technical qualification evaluation
- (8) name and proposed price of all bidders
- (9) name of the bidder who wins the bidding award (Successful Bidder)
- (10) contract
- (11) summary of the procurement contract
- (12) contract amendments
- (13) delivery of work
- (14) acceptance of work
- (15) payment
- (16) Complaint and investigation results.

This information as mentioned above shall be published on GISTDA's website and e-GP's website, where can be easily access by all interested parties in order to monitoring public procurement process.

1.2 Treat all bidders fairly and equally, e.g. provide the same information to all bidders. In case it is necessary to include any additional conditions or amendment to any specific qualifications, which are considered to be significant and not mentioned in the original documents, GISTDA shall inform in writing to all recipient/buyers of bid documents, and shall not provide any confidential information to any specific bidder that may cause an undue advantage to that particular bidder.

1.3 Take measures to prevent any unfair treatments and corrupt practices, including measures to protect any demand, take promise for or accept any bribe, consideration, gift, rewards, favor, benefit or any other advantage from bidder, either for themselves or for any person, and shall not set up any condition that shall favor any prospective bidder in any form that could afford an undue

advantage to that particular bidder in bidding process, evaluation, contracting and implementing the contract, or discriminate any bidder from fair competition.

1.4 Allow and facilitate the Observer to participate in procuring process throughout the Project, including the following processes:

- (1) calculation and disclosure of reference price
 - (2) preparation of the ITB
 - (3) examine qualifications of the bidder or all procuring processes
 - (4) inspection and acceptance of the work according to the procurement contract
- GISTDA shall arrange meeting(s) with the Observer and shall provide a necessary and sufficient information to the Observer.

1.5 Take measures and set up channel that are convenient for any person to access and report any corrupt practices, illegal activities or violation of the Pact to the Government Agency or other related authorities, e.g. the National Anti-Corruption Commission, Department of Special Investigation or Office of the Auditor General. GISTDA can also take disciplinary action against all related GISTDA's officials who have been involved.

2. Successful Bidder

Successful Bidder shall realize that ethical Successful Bidder plays an important role in preventing and fighting corruption in public procurement. In order to ensure that all procuring processes are corruption-free and without misconduct as intended by GISTDA, hereby commit to perform as follows:

2.1 Follow measures and procedures necessary to prevent corruption in public sector and to support transparency and integrity in public procurement as follows:

2.1.1 Set up policy to prevent corruption and misconduct, and communicate such policy throughout the organization;

2.1.2 Follow state measures strictly, including preparing account of receipts and expenditures of the project and submit to the Revenue Department according to the Organic Act on Counter Corruption B.E. 2542, amended by the Organic Act on Counter Corruption (No.2) B.E. 2554, Section 103/7, Paragraph 2.

2.2 Will not give, offer or promise any bribe, benefits, or any direct or indirect incentive to collusion and price fixing that will lead to undue advantage to a particular bidder in bidding process, evaluation, contracting and implementing the Procurement Contract;

- 2.3 Allow and facilitate the Observer to observe and monitoring any process throughout the Project, including the inspection and acceptance of the work and account of receipts and expenditures of the Project;
- 2.4 The Successful Bidder shall be responsible for the acts of its sub-contractor(s) (if any) as if have been performed virtually as the Successful Bidder and shall ensure that such sub-contractor performs as if he/she is a Successful Bidder to this Pact;
- 2.5 In case where violation of the Pact, any corrupt practices or illegal activities has been found, the Successful Bidder shall inform GISTDA and also inform other related authorities, e.g. the National Anti-Corruption Commission, Department of Special Investigation or Office of the Auditor General.

3. Observer

An independent, neutral and ethical observer, who has expertise in above mentioned project, is an important mechanism to prevent and anti-corruption in public procurement. In order to ensure that Project shall be free from corruption or any misconduct, the Observer hereby agrees to perform as follows:

- 3.1 Observe the procurement process throughout the project and in every step including
 - (1) calculation and disclosure of reference price
 - (2) preparation of ITB
 - (3) examination of bidder's qualification or every step of procurement process
 - (4) inspection and acceptance of work according to a procurement contract;
- 3.2 Act independently, honestly, fairly and provide suggestions based on areas of expertise, but without right to vote or interrupt the procurement process;
- 3.3 Has the right to require any information about the procurement project, which shall be cooperated by GISTDA and the Successful Bidder. However, the Observer shall keep all received information confidential and shall not disclose trade secrets which are not related to the Project;
- 3.4 Provide information or clue, and also examine account of receipts and expenditures of the Project in order to support the compliance with the Organic Act on Counter Corruption B.E. 2542, amended by the Organic Act on Counter Corruption (No.2) B.E.2554, Section 103/7, Paragraph 2;
- 3.5 Prepare and submit report(s) on observation in procurement project to the Anti-Corruption Organization of Thailand (ACT) and the Anti-Corruption Cooperation Committee;



3.6 In case where GISTDA, bidders and the Successful Bidder violate the Pact, or any corrupt practices or illegal activities has been found, the Observer shall inform GISTDA to provide explanation or clarification within a time period. If GISTDA did not do so, the Observer shall inform the Anti-Corruption Organization of Thailand (ACT) and the Anti-Corruption Cooperation, and can also inform other related authorities, e.g. the National Anti-Corruption Commission, Department of Special Investigation or Office of the Auditor General.

Penalty

In case any party violate the Pact, the related authorities shall proceed to legal actions.

Signed.....

Executive Director

Geo-Informatics and Space.

Technology Development Agency

as CUSTOMER in the procurement contract

Dated at.....

Signed.....

Position...(Successful Bidder)...

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Dated at.....

Signed.....

Position..... (Observer).....

Dated at....."

Except as specifically modified or amended by this Amendment, all contents as stipulated in Geo-Informatics and Space Technology Development Agency's Instruction to Bidders for Satellite Systems, Ground Segments and GIS Applications/Solutions Thailand Earth Observation System-2 (THEOS-2), Amendment No. 1 (ANNEX 1B) dated 16 February 2017, Amendment No. 2 (ANNEX 2) dated 16 February 2017, and Amendment No. 3 dated 14 March 2017 are, and will continue, in full force and effect.