

แบบ บก.06 เลขที่ 21/65
ลงวันที่ 8 กุมภาพันธ์ 2565

ตารางแสดงวงเงินงบประมาณที่ได้รับจัดสรรและรายละเอียดค่าใช้จ่าย
การจัดซื้อจัดจ้างที่มีใช้งานก่อสร้าง

1. ชื่อโครงการ.....	จ้างงาน Helium Liquefier on-site maintenance จำนวน 1 งาน (รายละเอียดตามเอกสารแนบท้าย)
2. หน่วยงานเจ้าของโครงการ.....	สังกัดฝ่ายเครื่องเร่งอนุภาค สถาบันวิจัยแสงซินโครตรอน (องค์การมหาชน) วิธีจัดซื้อจัดจ้าง <input type="radio"/> วิธีประกาศเชิญชวน <input type="radio"/> วิธีคัดเลือก <input checked="" type="radio"/> วิธีเฉพาะเจาะจง
3. วงเงินงบประมาณที่ได้รับจัดสรร	900,000.00 บาท (ตามใบขอซื้อ/จ้าง พค 041/2565 ลว. 31 ม.ค. 2565)
4. วันที่กำหนดราคากลาง (ราคาอ้างอิง) ณ วันที่ 8 กุมภาพันธ์ 2565	เป็นเงิน EUR 21,900.00 ราคา/หน่วย (ถ้ามี) EUR 21,900.00 คิดเป็นเงินไทยตามอัตราแลกเปลี่ยน ไทยพาณิชย์ ลว. 8 ก.พ. 2022 (1 EUR = 38.07 บาท) ประมาณ 833,733.00 บาท
5. แหล่งที่มาของราคากลาง (ราคาอ้างอิง)	5.1 ใบเสนอราคา บริษัท Air Liquide Cryogenic Services จำกัด สาธารณรัฐฝรั่งเศส
6. รายชื่อเจ้าหน้าที่ผู้กำหนดราคากลาง (ราคาอ้างอิง) ทุกคน	6.1 นายณณพนต์ ว่องประชากุล เจ้าหน้าที่ผู้กำหนดราคากลาง 6.2 นายชัชภูมิ ธรรมทอง เจ้าหน้าที่ผู้กำหนดราคากลาง 6.3 นายพงศ์จักร ธรรวราภรณ์ เจ้าหน้าที่ผู้กำหนดราคากลาง

หมายเหตุ :

แหล่งที่มาของราคากลาง (ราคาอ้างอิง) พิจารณาตามพระราชบัญญัติการจัดซื้อจัดจ้างและการบริหารพัสดุภาครัฐ พ.ศ. 2560 มาตรา 4 “ราคากลาง” หมายความว่า ราคาเพื่อใช้เป็นฐานสำหรับเปรียบเทียบราคาของผู้ยื่นข้อเสนอได้ยื่นเสนอไว้ซึ่งสามารถจัดซื้อจัดจ้างได้จริง

พิจารณาราคากลาง ตามหลักเกณฑ์ข้อ (4) ราคาที่ได้มาจากการสืบราคาจากท้องตลาด โดยพิจารณาจากใบเสนอราคาตามท้องตลาดซึ่งมีผู้เสนอราคาเพียงรายเดียว

เจ้าหน้าที่ผู้กำหนดราคากลาง (ลงนาม)

1.

2.

3.

ประกาศ ณ วันที่ 8 ก.พ. 2565



ณ.พ. 08, 2022 12:10

Unit: Thai Baht

FOREIGN CURRENCIES		BANK SELLS		BANK BUYS			
		D/D & T/T	NOTES	TT	EXPORT SIGHT BILL	T/CHQS. & CHQS.	NOTES
ดอลลาร์สหรัฐ	USD	33.16	33.31	32.86	32.76	32.66	32.61
ดอลลาร์สหรัฐ	USD1	33.16	33.24	32.86	32.76	32.66	32.13
ดอลลาร์สหรัฐ	USD2	33.16	33.22	32.86	32.76	32.66	31.77
ยูโร	EUR	38.07375	38.15	37.35	37.26	37.13	37.0675
ปอนด์สเตอร์ลิง	GBP	45.0625	45.385	44.20375	43.95375	43.80375	43.72875
เยน (ต่อ 100 เยน)	JPY	28.995	29.02	28.215	28.095	27.995	27.955
ดอลลาร์สิงคโปร์	SGD	24.885	24.99625	24.25625	24.16625	24.09625	24.055
ดอลลาร์ฮ่องกง	HKD	4.29125	4.3625	4.18625	4.15625	4.12625	4.0975
วอนเกาหลี	KRW	-	0.028	-	-	-	0.023
ฟรังก์สวิสเซอร์แลนด์	CHF	36.06	36.135	35.3275	35.2275	35.1375	34.76625
ดอลลาร์ออสเตรเลีย	AUD	23.97375	24.1725	23.00375	22.90375	22.83375	22.81625
ริงกิต	MYR	7.9925	8.02375	7.7775	7.7275	7.6775	7.20625
แรนด์แอฟริกา	ZAR	-	2.4	-	-	-	-
โครนสวีเดน	SEK	3.645	3.68	3.57875	3.52875	3.50875	3.43
ดอลลาร์แคนาดา	CAD	26.34375	26.4075	25.69375	25.56375	25.48375	25.1425
โครนเดนมาร์ก	DKK	5.1075	5.14625	5.025	4.995	4.97	4.81
โครนนอร์ว	NOK	3.78625	3.82375	3.70625	3.68625	3.66625	3.52625

A.L.C.S. COMMERCIAL PROPOSAL

SLRI Thailand - Helium liquefier

Onsite maintenance

to


Prapaiwan Sunwong

prapaiwan@slri.or.th

Synchrotron Light Research Institute
111 University Avenue, Muang District,
Nakhon Ratchasima 30000, THAILAND

CONFIDENTIALITY STATEMENT

This proposal and information contained herein is considered business confidential and is the exclusive property of AIR LIQUIDE CRYOGENIC SERVICES. This proposal is submitted to the purchaser in confidence for review. Any reproduction of any part or any disclosure thereof to third parties is not permitted without the expressed written consent of an authorized AIR LIQUIDE CRYOGENIC SERVICES representative.



Rev	Date	Prepared by	Checked by	Validated by	Modification
0	24 Jan. 2022	Escande	Zelmat	Boutera	First issue

Object

Prapaiwan Sunwong, following your request, kindly find here our offer regarding the maintenance operation on your Helial.

ALCS will provide onsite support with the Helial between the 7th February to the 11th February 2022.

< 30 Revisz นส 80 7

Maintenance operation

One ALCS technician will travel from France to perform the maintenance tasks.

ALCS task list for the 5 days on site

- + Check the Helial
- + Investigate and fix the turbine problem
- + Calibration of FCV, PCV valves
- + Check the valve PCV450
- + Check the turbine speed measuring device.
- + Check the electrical tightening.
- + Help for the start up of the Helial
- + Temperature ramp down
- + Recovery of liquid helium plant to resume the liquefaction capacity of > 20 liters per hour

ได้ตรวจสอบทุกสมบัตินแล้ว
 ลงชื่อ ทวีตกร สมบูรณ์ e-mail

Commercial proposal

Description	Unit price	Qty	Total price
Daily rate for ALCS technician from the 7th February to the 11th February 2022	1,900 €	9	17,100 €
Travel to SLRI and accomodation fees including: Air ticket, car & hotel....	4,800 €	1	4,800 €
On site support (total)			21,900 €

Not including any local taxes.

Travel is from Grenoble to SLRI.

The daily rate is applicable for travelling days and working days up to 8 hours/day. Overtime will be charged at 25 % of normal rate.

The daily rate will be increased by 50% for working on Sunday.

1 EUR = 38.07 THB
 วันที่ 8/2/65

Delivery time

Onsite technical assistance will be provided from the 7th February to the 11th February 2022.
It is now supposed, no restriction for entry in the country, and no quarantine when entering in Thailand.
If Covid situation changes and extra time is needed for quarantine before work, the extra cost will be considered and charged to SLRI.

Optional remote technical assistance

ALCS proposes an annual contract for remote assistance. The Customer can call ALCS during business opening hours.

- Basic package: 20 hours of assistance per year.
- Comfortable package: 40 hours of assistance per year.

We recommend having a remote access solution to the Helial computer. As ALCS will have to look at the screens from the french office.

ALCS will dedicate a Process or Control expert in order to assist the Customer (remote monitoring, process and program diagnostic):

Description	Price
Basic pack of 20 hours of remote support	3 450 €
Comfort pack of 40 hours of remote support	6 750 €

Payment terms

Onsite technical support

100 % after intervention.

Remote technical assistance

At reception of purchase order: take or pay.

General conditions

The current terms and conditions are valid for any order placed to ALCS before the 1st of February 2022.
This proposal is governed by the AIR LIQUIDE CRYOGENIC SERVICES - General Sales Conditions, next pages.

ได้ตรวจสอบคุณสมบัติแล้ว

ลงชื่อ.....นางสาวจันทิมา-มาลี.....

AIR LIQUIDE CRYOGENIC SERVICES – General Sales Conditions**1. GENERAL PROVISIONS**

These General Conditions of Sale (hereinafter, the "GCS") shall apply to all spare parts (hereinafter "PARTS") or services (hereinafter "SERVICES") offered and/or sold by Air Liquide Cryogenic Services whose registered office is at 2 rue de Clémencière, 38360 Sassenage, France (hereinafter "ALCS") to a third party (hereinafter "BUYER"). ALCS and the BUYER may be referred to individually as "the Party" and jointly by "the Parties".

The acceptance of the ALCS offer (hereinafter "OFFER") results in the express acceptance of these GCS, prevailing over all general conditions proposed by the BUYER. Specific conditions, which shall prevail over the GCS, may be approved in writing between ALCS and the BUYER and included in the OFFER or, if applicable, the purchase order issued by the BUYER (hereinafter "ORDER"). The GCS, any specific conditions, the OFFER, the ORDER and any other document expressly agreed by the Parties constitute the entire agreement between the Parties (hereinafter the "AGREEMENT").

2. EFFECTIVE DATE OF THE AGREEMENT

The effective date of the AGREEMENT shall be, unless otherwise agreed by the Parties, the date of signature of the ORDER by ALCS' duly authorized representative. If ALCS issues reservations about this ORDER, its date of entry into force shall be, unless otherwise agreed by the Parties, the date on which the BUYER's duly authorized representative has accepted the said reservations in writing.

3. PURPOSE OF THE AGREEMENT

The Parties shall define precisely in the AGREEMENT the PARTS and/or SERVICES that are the purpose of the AGREEMENT, in particular the specifications, applicable standards, where applicable, the limitations and exclusions, as well as the associated dates, times and/or deadlines.

4. PERFORMANCE CONDITIONS**ALCS' OBLIGATIONS**

ALCS undertakes to deliver the PARTS and to perform the SERVICES with due diligence and in accordance with the provisions of the AGREEMENT.

ALCS undertakes to implement the necessary human and material resources for the performance of the AGREEMENT and shall remain the sole judge of the relevance of these means.

ALCS' personnel remain under the sole authority and subordination of ALCS.

THE BUYER'S OBLIGATIONS

The Client undertakes to provide to ALCS all the information necessary for the performance of the AGREEMENT and to designate at least one member of its personnel empowered to represent it within the context of the performance of the AGREEMENT.

The BUYER declares that the information provided does not infringe any intellectual property rights of third parties and undertakes to indemnify ALCS for any injury suffered by ALCS in the event of a third party claim.

The BUYER shall be responsible for obtaining all permissions, permits and licenses from governmental authorities for the place of delivery of the PARTS and/or performance of SERVICES, including any work permits.

ON-SITE INTERVENTION / PROPERTY MADE AVAILABLE AND ENTRUSTED PROPERTY / ACCESS

The AGREEMENT shall specify the place of intervention and the property involved in the SERVICES, the property (tools or spare PARTS etc.) as well as the utilities made available by the BUYER with a view to performing the SERVICES (hereinafter "PROPERTY MADE AVAILABLE").

Some will be property entrusted by ALCS to the BUYER within the context of its on-site intervention (hereinafter, the "ENTRUSTED PROPERTY").

The Parties shall perform and sign a report certifying the condition of the PROPERTY MADE AVAILABLE and the ENTRUSTED PROPERTY (performance, defects, age etc.) and the BUYER shall specify to ALCS the conditions of use as well as any useful information in respect of the PROPERTY MADE AVAILABLE. Failing this, ALCS may not be held responsible for damage caused to PROPERTY MADE AVAILABLE and ENTRUSTED PROPERTY.

The BUYER remains in any case responsible only for damage caused to all the property present on its website (in particular PROPERTY MADE AVAILABLE or ENTRUSTED PROPERTY) which is not attributable to ALCS.

The PROPERTY MADE AVAILABLE and ENTRUSTED PROPERTY may not be used for purposes other than the performance of the SERVICES and in accordance with the information sent by the BUYER or ALCS as well as best practice.

The BUYER shall also make available to ALCS premises and accessories that ALCS needs to perform the SERVICES, such as offices, locker rooms, storage areas, means of telephone communication (international where applicable) and/or the internet.

The BUYER undertakes to take the necessary measures to allow on-site access to ALCS for the performance of the SERVICES and shall be responsible for the coordination, monitoring, and safety of the on-site interventions.

ALCS reserves the possibility of exercising a right of withdrawal when the safety of its personnel is not guaranteed.

More generally, the BUYER undertakes to assist ALCS fully in the proceedings relating to the on-site BUYER's intervention.

HEALTH, SAFETY AND THE ENVIRONMENT

The BUYER shall inform ALCS of the safety, health and environment rules applicable on the site. The Service Provider undertakes, with the BUYER's assistance, to observe these rules.

5. ACCEPTANCE

The technical documents supplied under the AGREEMENT must be subject to agreement or comments by the BUYER within fifteen (15) days following the submission date. The absence of agreement or comments by the BUYER shall be deemed to be acceptance of the said technical documents.

The PARTS or SERVICES that are the purpose of the AGREEMENT shall be subject to an acceptance process (criteria, tests etc.) defined in the AGREEMENT or mutually during the performance of the AGREEMENT. Failing this, the PARTS shall be deemed to have been accepted from their delivery in the absence of non-compliance with the provisions of the AGREEMENT made in writing by the BUYER within 15 days of their delivery and the SERVICES when they have been completed, in the absence of non-compliance with the provisions of the AGREEMENT made in writing by the BUYER before the departure of ALCS from the site.

6. DELIVERY/TRANSFER OF RISKS

The Parties shall specify the ICC Incoterm 2010 in the AGREEMENT applicable to the delivery of the PARTS.

If the BUYER does not take responsibility for the delivery of the PARTS, these shall be deemed delivered from their availability by ALCS, on written notification by ALCS. ALCS may then store them at the BUYER's expense and risk and invoice them or dispose of them.

7. TRANSFER OF OWNERSHIP

The PARTS remain ALCS' property until their payment in full by the BUYER.

8. PRICE – TAXES – PAYMENT

The AGREEMENT shall specify the price of the PARTS and SERVICES that are the purpose of the AGREEMENT and the terms of payment, and, if necessary, the costs of call-out / return, daily rate, revision formula (*)...

(*) the reference indices are the last known on the invoice date. If an index comprising the formula ceased to be published, the most suitable index would be substituted.

In the case of remuneration on a time basis, the price shall be calculated on the basis of the intervention report prepared by ALCS and comprising the schedules of work carried out and the PARTS replaced where appropriate.

If the economic conditions of the AGREEMENT became, for ALCS excessively burdensome in comparison with those on the basis of which the AGREEMENT has been concluded (i) due to an event independent of its will, (ii) which could not be reasonably anticipated nor taken into account at the time of the conclusion of the AGREEMENT and (iii) the consequences of this situation which ALCS has not been able to prevent or overcome, then, the BUYER agrees to negotiate in good faith with ALCS adjustments to the AGREEMENT so that ALCS suffers no economic harm from the performance of the AGREEMENT.

The prices are stated excluding value added tax (VAT) and other taxes applicable in accordance with the laws in force.

All taxes and other legal charges of any kind applied pursuant to the performance of the AGREEMENT shall be borne in full by the BUYER.

Unless the Parties agree otherwise, the payment of invoices shall be made by the BUYER within thirty (30) calendar days from the date of issuance of the invoice. Payment shall be made net of any withholding tax or charge. No discount for early payment shall be granted by ALCS.

In the event of a late payment, ALCS shall be entitled to apply penalties equivalent to four times the legal interest rate in force at the payment date applicable to the whole of the unpaid sums and without prejudice to its possibility of suspending the performance of the AGREEMENT or terminating it.

9. WARRANTY

ALCS' obligation in respect of the SERVICES is limited to their performance in accordance with the provisions of the AGREEMENT. No guarantee of the SERVICES shall be required of ALCS, in particular as regards the performance of the property which is the purpose of the SERVICES.

However, ALCS guarantees the PARTS for a period of twelve (12) months from the date of delivery of the PARTS in accordance with the conditions referred to in this article.

In the event of a material or manufacturing defect occurring during the above-stated warranty period, and if it has been established by the BUYER that the PARTS have been properly stored, installed, used and maintained and subject to the defect not being the result of normal wear, ALCS, at its sole discretion, shall replace or repair the defective part(s).

The BUYER must, within 10 calendar days of the discovery of the defect, inform ALCS in writing by describing the said defect.

If the BUYER does not allow access to the PARTS within a reasonable time, ALCS will be released from its warranty obligation. The ALCS warranty shall be limited to the cost of replacement or repair of the defective PARTS and cannot include in any case the uninstallation or reinstallation cost of the said PARTS.

ALCS' warranty obligations shall cease in the event of modifications or repairs performed by the BUYER or a third party without ALCS' prior written consent.

The warranty referred to in this article shall be substituted for any express or implied warranty such as, in particular a warranty of commercial profitability.

10. RESPONSIBILITY / INSURANCE

Unless the Parties otherwise agree, should the BUYER demonstrate it has suffered damage as a result of ALCS, ALCS shall only repair direct physical damage limited to a maximum of 100,000 (one hundred thousand) euros. Beyond this limit, the BUYER waives any remedy against ALCS and its insurers and shall hold ALCS harmless from any remedy by third parties.

As such and notwithstanding any provision to the contrary, the BUYER waives, in particular, any remedy against ALCS and its insurers and holds ALCS harmless, in particular, from any third-party remedy for an indirect, intangible, consequential loss or injury or otherwise, of whatever kind such as, without this being exhaustive, economic losses of any kind including the losses of production, operation, profit, contracts, business opportunities, income, savings, forecasts of savings and/or injury caused to the BUYER's reputation or image.

Injury of any kind caused to the BUYER's personnel or of ALCS remain their employer's responsibility. These provisions do not affect the rights and actions of which the victims of accidents or their successors or the Social Security could legally avail themselves.

ALCS declares it has taken out insurance with a company well-known to be solvent, guaranteeing against the financial consequences of civil liability that may be incumbent on it under the AGREEMENT.

11. CONFIDENTIALITY / INTELLECTUAL PROPERTY

The BUYER shall retain and treat as confidential, all information disclosed by ALCS for the needs of the conclusion of the AGREEMENT or its performance, including the terms of the OFFER, and may not use, copy, reproduce, distribute, disclose or publish in any way or allow access or possession of such confidential information to a third party without the prior written permission of ALCS.

The provisions of this paragraph shall not apply to information known to the BUYER that has come into the public domain or has been received from a third party without obligation of secrecy.

Any information disclosed by ALCS to the BUYER shall remain the property of ALCS and the BUYER, at the request of ALCS and, in any event, on expiry of the AGREEMENT, shall return all confidential information to ALCS as well as all copies and/or derivatives made, or shall certify in writing that all such information of ALCS has been destroyed.

Unless the parties otherwise agree, no transfer of intellectual property rights shall take place pursuant to the conclusion of the AGREEMENT or its performance.

12. ASSIGNMENT

The AGREEMENT is concluded intuitu personae.

The BUYER may not transfer all or part of its rights and obligations under the AGREEMENT or a call for proposals (competitive call, request for quotation, proposal etc.) without the prior written consent of ALCS. In addition, the BUYER

agrees to be jointly and severally liable with ALCS for any obligation under the AGREEMENT.

It is expressly agreed that ALCS shall be entitled to assign all or part of its rights and obligations pursuant to the OFFER or the AGREEMENT, at any time, to a subsidiary (i) controlled directly or indirectly by ALCS, (ii) controlling directly or indirectly ALCS or (iii) under direct or indirect joint control with ALCS.

13. CHANGES

Any modification of the AGREEMENT shall be subject to the mutual agreement and written consent of the BUYER and of ALCS.

Any modification of the conditions for performing the SERVICES or delivery of the PARTS of which ALCS is not the origin, likely to lead to an increase or a decrease in the costs incurred by ALCS or of the performance period or affect any of the other provisions of the AGREEMENT, shall be subject to a fair adjustment, on the basis of an OFFER or supporting documents submitted by ALCS.

14. FORCE MAJEURE

ALCS may not be regarded as responsible in the event of the non-performance of any of its contractual obligations should a Force Majeure event be an obstacle to its performance.

A case of force majeure means any unforeseeable and unavoidable event such as, without this being exhaustive: due to a third party, machine breakage, supply difficulties, natural disasters, storms, floods, epidemics, pandemics, earthquakes, fires, riots, embargoes, strikes external to ALCS, change of regulations, decisions or actions by governmental bodies (for example the refusal to grant ALCS all export licenses or administrative permissions).

As soon as possible following the occurrence of an event of Force Majeure, ALCS shall inform the BUYER in writing and, therefore, the performance of all or part of the AGREEMENT shall be suspended and the Parties will discuss in good faith the conditions in which performance could resume.

Failing agreement on these conditions and if the case of force majeure lasts for more than ninety (90) consecutive calendar days, ALCS shall be entitled to terminate the AGREEMENT. In this case, the BUYER shall pay to ALCS all of the costs incurred by ALCS pursuant to the performance of the AGREEMENT and unamortized on the effective date of the termination of the AGREEMENT.

15. TERMINATION

In the event of a serious and repeated breach by one of the Parties to fulfil its essential contractual obligations, the non-defaulting party shall send to the defaulting party a registered letter with acknowledgement of receipt in order to remedy the breach within sixty (60) calendar days from the receipt of the said letter. If the defaulting party has not remedied the said failing or the parties have not agreed on a corrective action plan, in the period of 60 days, the non-defaulting party may terminate the AGREEMENT, without compensation of any kind whatsoever.

16. APPLICABLE LAW

The AGREEMENT is governed by and interpreted in accordance with French Law.

17. SETTLEMENT OF DISPUTES

Any dispute relating to the performance or interpretation of the AGREEMENT will be settled in priority by mutual agreement between the duly authorized representatives of ALCS and the BUYER within 60 days following the occurrence of the dispute.

If, in this 60-day period, no non-judicial solution is found, any dispute remaining shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris and in French.

18. VARIOUS

Articles 10, 16 and 17 shall survive the termination or expiry of the AGREEMENT. Should all or part of the provisions of the GCS be declared inapplicable or invalid by a competent court, the validity of the other provisions would not be affected. Any failure or delay by ALCS in enforcing one of its rights pursuant to the AGREEMENT may not be interpreted as a waiver by ALCS to enforce the said right or affect the validity of all or part of the AGREEMENT.



Term of Reference

Helium Liquefier On-site Maintenance Job

Scope of work

1. Check the Helial1000
2. Investigate and fix the turbine problem
3. Calibration of FCV, PCV valve
4. Check the valve PCV450
5. Check the turbine speed measuring device
6. Check the electrical tightening
7. Help for the start up of the Helial1000
8. Temperature ramp down
9. Recovery of liquid helium plant to resume the liquefaction capacity of > 20 liters per hour
10. Reporting

Work Period: February 28,2022 to March 04,2022. [5 working days]