

Invitation to Tender

1. Introduction

Due to the limitations of the current AFTN/AMHS connections, ICAO has proposed the improvement of network connectivity using the Common aeRonautical Virtual Private Network (CRV) of Asia/Pacific Region. The CRV is an MPLS network based on terrestrial, and satellite. CRV will be implemented by all ANSPs of states within the Asia Pacific region as the solution for replacing the current connections.

Aeronautical Radio of Thailand Ltd., hereinafter called AEROTHAI, a state enterprise under Ministry of Transport, is delegated by the Royal Thai Government to be Air Navigation Service Provider(ANSP) of Thailand to provide air navigation services as well as aeronautical information services for airline operations within Bangkok Flight Information Region (FIR), is seeking proposal from the supplier for the service provider of Common aeRonautical Virtual Private Network (CRV) for the data connection between Thailand and Hong Kong.

The components of Tender Documents are Price Proposal and Technical Proposal together with general documents such as certified copies of incorporation documents, affidavit or by-laws, Power of Attorney (Submission) and a copy of Tax registration and/or Value Added Tax registration (if any). These components specify the requirements, terms and conditions of the AEROTHAI's requirements to be strictly complied with by Tenderers in Preparation of Tenders and shall not be modified by Tenderers.

The Tenderer shall submit his Tender on the understanding that the Tender Documents (and the Tenderer's response thereto) are intended to cover all the Activities within the scope of the Contract and that, unless expressly excluded in his Tender, any and all labor and materials not indicated therein, but which may be necessary to complete any part of the Activities in a proper and workmanlike manner, are to be considered as included and are to be furnished by the Tenderer at his costs.

2. General Tenderer Qualifications

The following qualifications must be met:

2.1 The Tenderer shall be a juristic person professionally in business of the leasing of Common aeRonautical Virtual Private Network (CRV)

2.2 No joint venture or consortium or the likes will be eligible for tender submission.

2.3 The Tenderer shall not be on the blacklist of AEROTHAI or of other state enterprises or of any Thai government agencies as formally announced.

2.4 The Tenderer shall not be a "jointly interested Tenderer", have any co-interest with any other Tenderer, and/or obstruct fair price competition during Tender Period in accordance with the "Regulations of the Ministry of Finance Governing Government Procurement and Supplies Management B.E. 2560".

2.5 The Tenderer shall submit a Letter of No Special Privilege of Immunity as form prescribed by AEROTHAI, with this proposal a confirmation letter that the firm is without a special privilege or immunity with which to refuse being taken to Thai Court, or if he has such privilege or immunity, that such privilege or immunity shall be waived for the purpose of participating in the said proposal.

2.6 No AEROTHAI officer is connected with the Tenderer as a manager, managing partner, managing director, executive or person authorized to operate business of a natural person or juristic person, or a partner in ordinary partnerships or limited partnership, or a major shareholder in limited companies or public limited companies, or a consultant to such business.

3. Scope of Services

3.1 Scope of Work

The Tenderer shall provide the MPLS-based IPVPN Solution for AEROTHAI data communications with Hong Kong, with prospective data communication between Thailand and China (Beijing), Singapore, India and Myanmar in the near future. With the following characteristics:

- (a) Full Mesh MPLS VPN service with dual terrestrial links as local access
- (b) Managed Router service with dual Customer Premises Equipment (CPE)

3.1.1 Technical Specification

- (a) The Tenderer shall provide Package Subscription (SLA) – 2 different paths from 2 different POPs and using 2 different local loop providers.
- (b) The Tenderer shall install on the 2nd floor of the 60th Anniversary Building of AEROTHAI's Headquarters.
- (c) The Tenderer shall provide service with the following technical parameters (Bandwidth + network spec)
 - i. Network Type: MPLS VPN services with dual terrestrial links
 - ii. Interface: 100 Base Tx or better
 - iii. Bandwidth: 512 kbps
 - iv. NID: 2 NID provided by the Tenderer
- (d) The Tenderer shall provide Project Milestone Activities & Task Summary (Expected Period of Time) including
 - i. Site survey schedule
 - ii. Target local loop installation
 - iii. Target NID installation
 - iv. Target Ready for Service

3.2 Delivery

Once the service contract is signed,

3.2.1 The tenderer shall provide a project plan with details of

- (a) Project Description
- (b) Package Subscription
- (c) Detailed Site Installation Address
- (d) Technical Parameters
 - i. Network Type
 - ii. Interface
 - iii. Bandwidth
 - iv. NID
- (e) Network Diagram
- (f) Project Milestone Activities & Task Summary
 - i. Site survey schedule
 - ii. Target local loop installation date
 - iii. Target NID installation date
 - iv. Target Ready for Service date
- (g) Risk & Issues
- (h) Project Escalation Chart

3.2.2 The Tenderer shall provide summary of user requirements

- (a) Solution design document
- (b) Technical design document
- (a) Detailed network diagram

- 3.2.3 The Tenderer shall provide the list of equipment to be installed onsite
- 3.2.4 The Tenderer shall provide the installation procedure and checklist
- (a) Installation test report
 - (b) Provisioning checklists
- 3.2.5 The Tenderer shall submit testing procedure 7 days prior to the testing date for AEROTHAI approval.
- 3.2.6 The Tenderer shall provide User acceptance test (Tenderer shall prepare the tools/equipment to demonstrate the link specification. Tenderer shall perform the test including tools/equipment in order to demonstrate the characteristic of the provided services. The user acceptance test shall consist of:
- (a) Functional test report
 - (b) Service acceptance
 - (c) Order sign off
- 3.2.7 The Tenderer shall provide system update
- (a) Finalized Network Service Diagram
- 3.2.8 The Tenderer shall provide progress report
- (a) Weekly/monthly Report
- 3.2.9 The Tenderer shall provide service handover consisting of the following:
- (a) Service Commence Notice
 - (b) Service Order no
 - (c) Start Bill Date
 - (d) Circuit ID
 - (e) NOC & escalation contacts
- 3.2.10 The Tenderer shall provide User Login Account for AEROTHAI to access and view record of network performance such as
- (a) Service Availability
 - (b) Round Trip Delay
 - (c) Packet Drop Ratio
 - (d) Jitter Level
 - (e) Mean Time to Restore
- 3.2.11 The Tenderer shall provide monthly report for AEROTHAI on network performance such as
- (a) Service Availability
 - (b) Round Trip Delay
 - (c) Packet Drop Ratio
 - (d) Jitter Level
 - (e) Mean Time to Restore
- 3.2.12 The Tenderer shall provide an alert/alarm mechanism such as e-mail or SMS to inform AEROTHAI in case of any link connection failure

3.3 Service Availability Level and Payment Deduction for downtime

- 3.3.1 The tenderer will use its reasonable efforts to provide the MPLS VPN Service, Managed Router Service and Satellite VSAT service acted as Local Access at the Service Availability of 99.97%

3.3.2 Payment Deduction:

In the event that the tenderer fails to meet the Service Availability Level in a calendar month, AEROTHAI shall be entitled to claim a credit equal to the percentage of the monthly recurrent charge of the affected AEROTHAI site for that calendar month as performance remedy in accordance with the below table.

Service Availability (A)	Credit (% of one month's recurrent charge of AEROTHAI site)
99.77% ≤ A < 99.97%	2%
99.57% ≤ A < 99.77%	4%
99.37% ≤ A < 99.57%	6%
99.17% ≤ A < 99.37%	8%
98.97% ≤ A < 99.17%	10%
98.77% ≤ A < 98.97%	30%
98.57% ≤ A < 98.77%	40%
A < 98.57%	50%

Downtime is calculated from the start to the end of any disruption.

In case a fault is experienced between an end user of a terrestrial MPLS and an end user of a satellite MPLS, then the fault report shall be used to establish where and why the disruption occurred, and payment deduction imposed using the service level of Satellite MPLS.

3.4 Round Trip Delay Guarantee

3.4.1 On and from the Service Commencement Date, The Tenderer shall use reasonable efforts to ensure that the Average Round Trip Delay for those specified routes set out in Appendix 2 that the MPLS VPN Main Services are riding on does not exceed the Target Average Round Trip Delay (which is stated in Appendix 2) in any calendar month ("Round Trip Delay Guarantee").

3.4.2 The measurement point is between CPE-to-CPE installed in the AEROTHAI site and the value in any calendar month is according to that measured by The Tenderer and posted in the Online Service Portal.

3.4.3 In the event that The Tenderer fails to meet the Round Trip Delay Guarantee in a given calendar month, the affected AEROTHAI shall be entitled to 1% of one month's recurrent charge of AEROTHAI site for that calendar month.

3.5 Packet Drop Ratio Guarantee

3.5.1 On and from the Service Commencement Date, The Tenderer shall use reasonable efforts to ensure that the Average Packet Drop Ratio for traffic travelling between two locations set forth in Service Coverage List (Appendix 1) related to MPLS VPN Main Service in a calendar month does not exceed the Target Average Packet Drop Ratio ("Packet Drop Ratio Guarantee"). The Target Average Package Drop Ratio for data application is 0.5%.

3.5.2 The measurement point is between CPE-to-CPE installed in AEROTHAI site and the value in any calendar month is according to that measured by The Tenderer and posted in the Online Service Portal. If the local access connected to MPLS VPN main port and/or MPLS VPN backup port is via Satellite VSAT service, the Packet Drop Ratio Guarantee is not applicable.

3.5.3 In the event that The Tenderer fails to meet the Packet Drop Ratio Guarantee in a given calendar month, the affected AEROTHAI shall be entitled to 1% of one month's recurrent charge of AEROTHAI site for that calendar month.

3.6 **Jitter Level Guarantee**

3.6.1 On and from the Service Commencement Date, The Tenderer shall use reasonable efforts to ensure that the Average Jitter Level for the traffic travelling between two locations set forth in Service Coverage List (Appendix 1) related to MPLS VPN Main Service in a calendar month does not exceed the Target Average Jitter Level (“Jitter Level Guarantee”). The Target Average Jitter Level for data application is 250ms.

3.6.3 The measurement point is between CPE-to-CPE installed in Authority site and the value in any calendar month is according to that measured by The Tenderer and posted in the Online Service Portal. If the local access connected to MPLS VPN main port and/or MPLS VPN backup port is via Satellite VSAT service, the Jitter Level Guarantee is not applicable.

3.6.4 In the event that The Tenderer fails to meet the Jitter Level Guarantee in a given calendar month, the affected AEROTHAI shall be entitled to 1% of one month’s recurrent charge of AEROTHAI site for that calendar month.

3.7 **Mean Time to Restore Guarantee**

3.7.1 In the event of Outages, The Tenderer will use its reasonable efforts to ensure the Mean-Time-To-Restore (MTTR) for such Services located in locations set forth in Service Coverage List (Appendix 1) will not exceed the Target Mean-Time-To-Restore of 4 hours

Outages in this clause 3.7.1 refer to:

- (a) failure of terrestrial local access for the affected AEROTHAI site (Satellite VSAT link is not included); or
failure of MPLS VPN port for the affected AEROTHAI site; or
- (b) failure of CPE for the affected AEROTHAI site

3.7.2 The CPE maintenance service level is under Premium Four Hour Response Level (7x24x4).

3.7.3 During service restoration, the idle time related to getting permit from AEROTHAI for The Tenderer, its suppliers and subcontractors access to AEROTHAI site will be excluded from the time to restore.

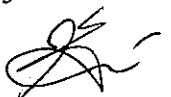
3.7.4 In the event that The Tenderer fails to meet the MTTR Guarantee in a given calendar month, the affected AEROTHAI shall be entitled to 1% of one month’s recurrent charge of the AEROTHAI site for that calendar month.

3.7.5 For the avoidance of doubt, the affected AEROTHAI refers to the outages happened in the particular AEROTHAI site.

4. **Instructions to Tenderer**

4.1 **Tender Submission**

4.1.1 The Tenderer shall by submit his Tender in sealed envelope to the Committee in charge of Lease Specific Method by2020.



4.1.2 The Tender shall be delivered to AEROTHAI Head Officer no later than 05.00 p.m. (Bangkok local time) of 2020. The delivery of the Tender can be made by hand, post, messenger, or courier service, to the following address:

Chairman of Committee in charge of Lease by the Specific Method
"CRV Project"

Aeronautical Radio of Thailand Ltd.
Procurement and Inventory Control Department
5th Floor, Administration Building
102 Soi Ngamduplee, Tungmahamek, Sathon,
Bangkok 10120,

THAILAND

4.1.3 AEROTHAI will acknowledge via e-mail a receipt of the Tender submitted in due time and the date and time of such receipt shall be regarded as the official time of receipt.

4.1.4 Tender received by AEROTHAI in due time shall not be changed, altered, modified or withdrawn, whether in whole or in part, but certain clarifications not changing or violating the substance or any AEROTHAI's requirements for the best interest of AEROTHAI may be accepted.

4.2 **Tender Costs**

All and any costs incurred in the preparation and submission of the Tender and all matters arising therefrom shall totally be at the Tenderer's expense. AEROTHAI will in no case be responsible or liable for those costs.

4.3 **Preparation of Tender**

Tender must be direct, concise, and complete. AEROTHAI will evaluate Tenderer's Proposal based on its clarity and the directness of its response to the AEROTHAI's requirements as outlined in this Invitation to Tender.

4.3.1 Language: All of the Tenders shall be completed in English and references in any other language shall be accompanied by an English translation thereof, certified by an appropriate translation authority (the Ministry of Foreign Affairs, Embassy, or the likes).

4.3.2 Authentication: All pages of the original Tender shall be affixed with the Tenderer's company seal (if any) and manually signed by an authorized person to bind the Tenderer and a Power of Attorney indicating such authority shall be submitted.

4.3.3 Organization: The tender shall be organized at least in the following three (3) parts:

4.3.3.1 **Qualification Documents**, consisting of:

(a) Letter of Intent and Letter of No Special Privilege of Immunity according to the form prescribed by AEROTHAI, in Clause 5 Forms;

(b) Power of Attorney (Submission) according to the form prescribed by AEROTHAI. in Clause 5 Forms shall be affixed the thirty (30) Baht value of duty stamps and provided with **one (1) copy of identity card or passport of the persons who act for and on behalf of the Company and one (1) copy of identity card or passport of the authorized representatives**. In the case of a foreign Tenderer, such Power of Attorney (Submission) shall be certified by a **Notary Public**.

- (c) Certified copies of
- i. Affidavit of incorporation
 - ii. Memorandum of association
 - iii. Name list of managing director
 - iv. List of persons entrusted with controlling power (if any)
 - v. Authorized signatory
 - vi. Name list of major shareholders (if any)

Such documents shall be issued and certified by the competent authority no more than six (6) months prior to submission of the Tender.

- (d) Certified copy of Value Added Tax registration (if any).

Notes: - The documents described in (a), (b), (c) and (d) above shall be notarized a notary public.

- The General Tenderer Qualifications compliance should be submitted in one original hard copy signed by the authorized signatory on all the pages before being put in the envelope and sealed.

4.3.3.2 Technical Proposal

Technical Proposal shall meet the requirements detailed in Clause 3 Scope of Services and must be prepared in accordance with the provisions stipulated in Clause 4.4 Technical Proposal.

4.3.3.3 Price Proposal

Price Proposal must be prepared in accordance with the provisions stipulated in Clause 4.5 Price Proposal.

4.3.4 One (1) original hard copy of General Tenderer Qualification Documents and one (1) original hard copy of Price Proposal, and one (1) original hard copy and one (1) one duplicate copy of Technical Proposal shall be submitted. One (1) electronic soft copy of Technical Proposal shall also be submitted in CD format. The hard copies shall be signed by the authorized signatory on all the pages before being put along with the soft copy in the envelope and sealed. In any case where the Tenderer submits the original documents but fails to provide the requisite number of copies as stipulated above, AEROTHAI shall obtain such copies and charge all expenses incurred in so doing to the relevant Tenderer.

4.3.5 Packaging: Each part of the Tender shall be placed in separate and sealed packages, each package shall be clearly marked "Tender for Leasing of Common aeRonautical Virtual Private Network (CRV)" together with the relevant part number and title as given in Clause 4.3.3 Preparation of Tender above.

4.3.6 Validity of Tender:

4.3.6.1 The Tender shall remain valid for a period of one hundred and twenty (120) calendar days from the Tender Submission Date. The Tender must be firm and cannot be altered (except as allowed for in the Tender Documents), withdrawn, or resubmitted within such period.

4.3.6.2 AEROTHAI may request Tenderer to extend the validity period of the Tender as and when necessary to complete the procurement exercise.

4.4 Technical Proposal

Technical Proposal, sealed in a separated envelope and labeled as "Technical Proposal", shall contain at least the following sections:

4.4.1 SECTION 1: Introduction and Executive Summary

An Executive Summary should describe the major facts or features of the proposal, including any conclusions, assumptions, and generalized recommendations the



Tenderer desires to make. Tenderer is requested to make every effort to limit the length of the Executive Summary to no more than one (1) page.

4.4.2 SECTION 2: Technical Approach

This Section shall provide a work process and plan to describe how the Tenderer intends to accomplish each specific task in Clause 3.1, which should also identify important milestones consistent with each specific delivery schedule in Clause 3.2.

4.5 Price Proposal

Price Proposal, sealed in a separate envelope and labeled as "Price Proposal", shall contain the cost of one time installation, monthly recurring service and payment deductions offer. All the prices will be in US Dollar. Price Proposal shall remain valid for a period of one hundred and twenty (120) calendar days from the Tender Submission Date.

4.6 Tender Evaluation and Opening Price Proposal

After General Tenderer Qualification Examination and Technical Evaluation which comply with AEROTHAI's requirements, the Committee in Charge of Lease by the Specific Method will inform the Tenderer the date which the Price Proposal will be opened.

4.7 Reserved Rights

4.7.1 AEROTHAI reserves the right to invite or request the Tenderer to clarify any issues as it deems necessary, provided that Tenderer shall provide such clarification(s) without changing or violating in any way the substance of their Proposal.

4.7.2 AEROTHAI reserves the right to accept or reject Tender in whole or in part which it considers to be in its best interests.

4.7.3 AEROTHAI reserves the right to cancel the Request/Invitation to Tender or reject the Tenderer, based on its best interest.

4.7.4 AEROTHAI will be the sole judge as to whether any Tender complies with the Tender Documents. Any such decision by AEROTHAI shall be final and conclusive.

4.7.5 AEROTHAI shall not be responsible for any or all costs and expenses arising from the preparation, presentation, negotiation, meeting or any expense relating to the Tender Submission of the Tenderer.

4.7.6 AEROTHAI reserves the right to modify any of the conditions contained in the Purchase Order before placing to the comments (if any) of the Office of the Attorney General.

4.7.7 AEROTHAI reserves the right to reject the Tender if the Tenderer has not received Tender Documents directly from AEROTHAI.

4.8 Preparation and Delivery of Documents after Placing Order for Leasing CRV

Five (5) hard copies and one (1) soft copy of Technical Proposal, special forms or other documents furnished by the Tenderer, which are to be incorporated into the Purchase Order, shall be supplied by the Tenderer to AEROTHAI.

4.9 Terms of Payment

4.9.1 Payment for One Time Installation will be made by telegraphic transfer within thirty (30) days after completion of installation and satisfactory acceptance and upon presentation of invoice and documents stipulated in AEROTHAI's requirement.

4.9.2 Payment for Lease of Network will be made by telegraphic transfer within thirty (30) days after delivery of each consignment and upon presentation of invoice and documents stipulated in AEROTHAI's requirement.

4.10 Government Compliance and Applicable Laws

The Tenderer shall comply with the Regulations of the Office of the Ministry of Finance on Public Procurement and Supplies Administration B.E. 2560 (A.D.2017).

5. Forms

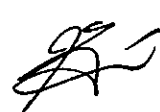
The Tenderer shall provide the Tender in accordance with the provision of Clause 4.3 (Preparation of Tender) and shall complete and submit the enclosed forms in compliance with requirements of AEROTHAI. The following forms are in appendices attached hereto.

Form 1: Letter of Intent

Form 2: Power of Attorney (Submission)

Form 3: Letter of No Special Privilege of Immunity

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Appendix 1 – Service Coverage List

Authority sites

Asia On-net	Asia Off-net	Middle East On-net	Middle East Off-net	Oceania On-net	Oceania Off-net	Europe On-net	Europe Off-net	US On-net	Africa On-net	Africa Off-net
China Beijing, Hong Kong, Guangzhou	Bangladesh Dhaka	Qatar Doha	Afghanistan Kabul	Australia Brisbane, Melbourne	American Samoa Pago Pago	UK Fareham	Russia Khabarovsk	United States Oakland, Salt Lake City	Kenya Nairobi	Egypt Cairo
Indonesia Jakarta, Makassar	Bhutan Paro	UAE Abu Dhabi	Bahrain Manama		Cook Islands Rarotonga	Italy Rome				Sudan Khartoum
Japan Osaka, Fukuoka	Brunei Darussalam		Iran Tehran		Fiji Nadi					Yemen Sanaa
Malaysia Kota Kinabalu, Selangor, Kuching	Cambodia Phnom Penh		Iraq Baghdad		French Polynesia Papeete					
Philippines Pasay City	China, Macau		Jordan Amman		Kiribati Tarawa					
Republic of Korea Seoul	Democratic People's Republic of Korea Pyongyang		Kuwait		Marshall Islands Majuro					
Singapore	India New Delhi, Mumbai		Lebanon Beirut		Micronesia (Federated States of) Pohnpei/Kosrae//Chuuk/Yap					
Thailand Bangkok	Lao People's Democratic Republic Vientiane		Libya Tripoli		Nauru*					
Viet Nam Hanoi, Ho Chi Minh City	Maldives Male		Oman Muscat		New Caledonia Noumea					
	Myanmar Yangon		Saudi Arabia Jeddah		New Zealand Christchurch, Auckland					
	Mongolia Ulaanbaatar		Syria Damascus		Niue Islands					
	Nepal Kathmandu				Palau Koror					
	Pakistan Karachi				Papua New Guinea Port Moresby					
	Sri Lanka Colombo				Samoa Faleolo					
	Timor Leste Dili				Solomon Islands Honiara					
					Tonga Tongatapu					
					Tuvalu Funafuti					
					Vanuatu Port Vila					
					Wallis and Futuna Wallis					

Appendix 2 – Target Average Round Trip Delay

The below table is based on the service coverage list in Appendix 1.

Locations	Average Round Trip Delay *
Within the cities specified in Asia (On-net/Off-net)	200ms
Within the cities specified in Oceania (On-net/Off-net)	200ms
Between the cities specified in Middle East and Europe (On-net/Off-net)	200ms
Within the cities specified in Europe (On-net/Off-net)	200ms
Other cities combination not specified above	600ms

*Remark: If the local access connected to MPLS VPN main port and/or MPLS VPN backup port is via Satellite VSAT service, additional 600ms will be added.

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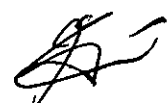
**Form 1: Letter of Intent for Leasing of the Common aeRonautical Virtual
Private Network (CRV) for Sixty (60) Months**

**Letter of Intent for Leasing of the Common aeRonautical Virtual
Private Network (CRV) for Sixty (60) Months**

To President

We, (name of Tenderer), a corporation duly registered and existing under the laws of.....having its head office at (address) (hereinafter called the "Tenderer"), represented by.....acting for and on behalf of the Company, undersigned the Tender having carefully considered the Tender Documents together with the attachments and hereby accept the terms and conditions contained in the Request for Proposal. We certify that we are fully qualified as prescribed in Invitation to Tender.

1. After having carefully examined the Request for Proposal, we hereby offer to provide and deliver the Activities and Services in accordance with all provisions and conditions as described in Price Proposal and Technical Proposal.
2. We hereby offer and propose to perform the Activities in accordance with all the terms, conditions and specifications described therein.
3. The Tender shall remain valid for a period of one hundred and twenty (120) days from the Tender Submission date in accordance with **Clause 4.5 Price Proposal**.
4. We guarantee to perform One Time Installation and provide Monthly Recurring Services and related Activities for **sixty (60) months** from the Purchase Order Date.
5. We hereby agree AEROTHAI shall not be bound to accept this offer as well as not to be responsible for any claims and expense which may occur for our preparation of the Proposal for the Invitation to Tender.
7. We hereby agree that any documents and related information which have been submitted and delivered to AEROTHAI for evaluation and consideration shall be treated as the property of AEROTHAI.
8. We have carefully examined all our Tender Document submitted for this invitation to tender and acknowledge that AEROTHAI shall not be responsible for any error or omission.
9. We offer and submit our Tender Document for this invitation to tender in good faith, without fraud or illegal collusion with any Tenderer or among Tenderers who offer and submit the Tender Documents in this bidding.



Submitted on this.....2020

Signed.....on behalf of (Tenderer's Name)

By.....(Signatory's Name)

.....(Signatory's Position)

in the presence of.....(Witness's Signature)

By.....(Witness's Name)



Form 2: Power of Attorney (Submission)

**Power of Attorney
(Submission)**

We, (name of company), a corporation duly registered and existing under the laws of.....
..... having its head office at.....(hereinafter called the "Company"),
represented by.....acting for and on behalf of the Company, hereby execute this Power of
Attorney for the following purposes :

1. The Company appoints, constitutes and authorizes (name of the authorized
representative) to be the true and lawful agent and attorney-in-fact of the Company (hereinafter called
the "Authorized representative") to do, execute and perform all or any of the acts and things, as stated
in Invitation to Tender below, relating to AEROTHAI's Invitation to Tender **for Leasing of the
Common aeRonautical Virtual Private Network (CRV) for Sixty (60) Months** issued in
July 2020.

2. The Authorized representative shall be entitled to act on the followings:

- sign, seal, initial and certify any documents pertaining to the Proposals (if any)
- submit the Proposals to the Committee in Charge of Leasing by Specific Method
on designated date, time and place; and
- give explanations and/or clarifications related to our Proposals to the Committee
in Charge of Leasing by Specific Method; and
- sign, initial, certify, and deliver any documents and/or related amendments
pertaining to the aforesaid Proposals; and
- sign, seal, initial and certify any documents pertaining to Purchase Order and
amendments, exhibits, schedule and/or related attachments and do all acts and
things whatsoever necessary and proper to execute the Purchase Order and/or
its amendments.

3. The Company hereby ratifies and confirms whatsoever the Authorized Representative
under the Power of Attorney may lawfully do and/or cause to be done by virtue thereof as if those
acts and things have been done by us and with our full responsibility.



IN WITNESS WHEREOF, this Power of Attorney has been duly executed on this _____
day of _____, 2020.

Signed _____ the Company

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Signed _____ Authorized representative

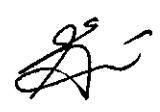
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Signed _____ Witness

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Signed _____ Witness

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Form 3: Letter of No Special Privilege of Immunity

Letter of No Special Privilege of Immunity

Date:

Ref. No.

Aeronautical Radio of Thailand Ltd.
Procurement and Inventory Control Department
5th Floor, Administration Building
102 Ngamduplee, Tungmahamek,
Sathon, Bangkok 10120
Thailand

For the Attention of President
Aeronautical Radio of Thailand Ltd.

Dear Sir/Madam,

Re: Tender for Leasing of the Common aeRonuatical Virtual Private Network (CRV)
for Sixty (60) Months

Subject: No Special Privilege or Immunity

We,....., the undersigned who are authorized representatives ofCompany Limited hereby certify and declare that.....Company Limited have no special privilege or immunity to the above referenced tender and if there shall be one in the future, if any, we agree to fully waive such right or special privilege or immunity in any form or aspect with respect to the above referenced project and we shall not cancel or revoke this letter by any reason whatsoever.

Yours faithfully,

For and on behalf ofCompany Limited.

.....

(.....)

Authorized Representative

