

## SECTION B

### INSTRUCTIONS TO TENDERERS

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## 1. DEFINITIONS

- 1.1. The words and expressions defined elsewhere in the Tender Documents shall apply equally hereto, except where the context otherwise requires for example those specific terms and meaning in Section F:.
- 1.2. Additional definitions of words and expressions, which are not defined elsewhere, or which require re-definition for the purposes of the Instructions to Tenderers (ITT), are given below:

“Addendum” and “Addenda” mean respectively an addendum and all addenda to the Tender Documents as may be issued by AEROTHAI during the Tender Period in accordance with the provisions of the Tender Documents.

“AEROTHAI” means Aeronautical Radio of Thailand Ltd.

“Contract” means the contract between AEROTHAI and the Contractor for the Activities dated \_\_\_\_\_ together with the Contract Documents, and any amendment thereof (if any)

“Contract Documents” means documents specified in the Contract as forming integral part of the same.

“Contractor” means the juristic person or persons, firm or company whose Tender has been accepted by AEROTHAI and who agrees to accomplish the Activities for AEROTHAI and includes the Contractor’s personal representatives, legal successors, and permitted assignees.

“Cost Proposals” means the response to Section C, (FORM OF TENDER) of the Tender Documents submitted by a Successful Tenderer to AEROTHAI **within three (3) days** from the e-Auction Date or as otherwise requested by AEROTHAI.

“e-Auction” means the purchasing process, conducted over the internet by using the service of an electronic intermediary market, including e-Marketplace.

“e-Auction Date” means the date stipulated by AEROTHAI for the e-Auction.

“Technical Proposal”	means the Tenderer’s response to Section F, <u>TECHNICAL SPECIFICATIONS</u> , including its annexes.
“Tender (s)”	means an offer to perform the Activities submitted by a Tenderer in response to the Tender Documents.
“Tender Submission Date”	means the date specified for the submission of Tenders set out in the ITT.
“Tender Period”	means the period from the date of the ITT until the Tender Submission Date.
“Eligible Tenderer”	means the Tenderer who has passed the General Qualification.
“Pre-Qualification”	means pre-qualification requirements (GENERAL AND QUALIFICATION AND TECHNICAL PROPOSAL) to be evaluated and determined by the Committee for e-Auction under Item 13 (PRE-QUALIFICATION OF TENDERERS) and other relevant Items of the ITT.
“Qualified Tenderer”	means the Eligible Tenderer who has passed the Pre-Qualification.
“Successful Tenderer”	means the Qualified Tenderer who has been selected by AEROTHAI.

## 2. TENDER DOCUMENTS

2.1 Tenders shall consist of the following Tender Documents:

SECTION A	Invitation to Tender
B	Instructions to Tenderers
C	Form of Tender and Price Schedule
D	Form of Contract
E	Conditions of Contract
F	Technical Specifications : General Requirements
	Annex A : FIS Specifications;
	Annex B : INTENTIONALLY LEFT BLANK (Not Applicable)

Annex C : Aircraft Modification Requirements with  
Attachment 1

- 2.2 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 any resultant 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 considered to be included and are to be furnished by the Successful Tenderer.
- 2.3 Throughout the Tender Period, there shall be no communication from the Tenderer to any officer, agent or consultant of AEROTHAI in connection with this procurement process, other than in the form of the Request for Clarification procedure using the form at **Appendix B-1**.
- 2.4 Any Tenderer in violation of this provision, as determined by AEROTHAI, will be disqualified and AEROTHAI shall not be liable to the Tenderer for any consequences thereof.
- 2.5 a) Such requests are to be addressed as follows:  
Procurement and Inventory Control Department  
Aeronautical Radio of Thailand Limited  
5<sup>th</sup> Floor, Administration Building  
102 Ngamduplee, Tungmahamek, Sathon,  
Bangkok 10120, **THAILAND**
- b) Project name: **A SUPPLY AND INSTALLATION OF ONE FLIGHT INSPECTION SYSTEM**  
Dispatch Date: Day/Month/Year  
Ref. No.: Name of project/XX  
From: Name of Tenderer  
Subject: A specific topic should be identified
- c) All correspondence shall be delivered by hand to reach AEROTHAI not later than fifteen (15) days prior to the Tender Submission Date. AEROTHAI will not be responsible for non-receipt of any correspondence sent by post, registered or otherwise. It is the Tenderer's responsibility to confirm that the correspondence has been delivered properly.

- d) All correspondence sent by facsimile or email shall only be considered as an intention on the part of the Tenderer to further send an original hard copy to AEROTHAI on time, and upon receipt thereof AEROTHAI will take note and act accordingly.
- e) Responses by AEROTHAI to any Request for Clarification will be issued as early as possible and prior to the Tender Submission Date. Such responses will be copied to all Tenderers.
- f) Any clarifications, modifications or amendments to the Tender Documents shall only be made as follows:
  - i. official responses to Requests for Clarification issued by AEROTHAI ; and
  - ii. modifications and amendments through official Addenda issued by AEROTHAI,otherwise they shall be deemed invalid. Both i. and ii. shall be incorporated

### **3. SITE SURVEY**

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### **4. TENDERER UNDERSTANDING**

The Tenderer shall be deemed to have carefully examined all of the Tender Documents including any clarifications, modifications or amendments thereto and to have fully informed himself as to all conditions, local and/or otherwise, affecting the carrying out of the Activities of the Contract, and to have calculated the equipment and facilities available and needed, for the performance thereof. Failure to do so will be at the Tenderer's own risk and cost.

### **5. TENDER COSTS**

All and any costs incurred in the preparation and submission of the Tender and all matters arising therefrom shall be totally at the Tenderer's expense.

## 6. PREPARATION OF TENDERS

### 6.1 LANGUAGE

With the exception of the Tenderer's response to Section F, TECHNICAL SPECIFICATIONS, General Requirements, Annex A, B and C which is to be prepared in English, the Tender - including any supplementary documentation – may be prepared in English or in Thai.

### 6.2 AUTHENTICATION

The original Tender shall be affixed with the Tenderer's company seal (if any) and manually signed by a person authorized to bind the Tenderer and a Power of Attorney indicating such authority shall be submitted with the Tender. Any correction, erasure or overwriting in the Tender shall be affixed with the Tenderer's company seal (if any) and initiated by the person signing the Tender.

### 6.3 ORGANIZATION

The Tender shall be organized at least in the following five (5) parts:

#### Part 1 – Tender Security

Tender Securities must meet the requirements detailed in Section B, Item 11 (TENDER SECURITY).

#### Part 2 – Documents I (Tenderer Qualifications)

- a) A list of documents submitted in accordance with b) or c), d) and e) below
- b) Where the Tenderer is an ordinary partnership or limited partnership
  - certified copies of incorporation documents, affidavit or by-laws, showing managing partners list, authorized administrator, issued and certified by the competent authority no more than six (6) months prior to submission of the Tender.
- c) Where the Tenderer is a limited company or limited public company

- certified copies of incorporation documents, affidavit or by-laws, showing managing directors list, authorized administrator, authorized signatory, current shareholders list, current memorandum, and company objectives issued and certified by the competent authority no more than six (6) months prior to submission of the Tender.

d) All Tenderers

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

e) Certificate of original manufacturer of the main Equipment proposed or a Certificate of the officially authorized agent in Thailand of the original manufacturer of the main Equipment proposed thereof.

(NOTE:

1. Please provide any documents to prove the Tenderer qualifications in accordance with Section A, Item 2.
2. In the case of non-Thai Tenderers, such documents must be certified by the Royal Thai Embassy or Thai Consulate in the Tenderer's home country. If there is no Royal Thai Embassy or Thai Consulate in the Tender's home country, documents certified by a Notary Public will be acceptable.)

**Part 3 – Documents II (General Documents)**

- a) **A list of documents submitted** in accordance with b), c), d), e) and f) below
- b) **Power of Attorney** (Submission) according to the form as given in **Appendix B-6** shall be affixed the **thirty (30)** baht value of duty stamps and provided with Copies of identity card or passport of the persons who act for and on behalf of the Company and the authorized representatives. In the case of a foreign Tenderer, such Power of Attorney (Submission) shall be certified by a Notary Public.
- c) Letter of Intent Form for e-Auction according to the form as given in **Appendix B-7**



- d) Three copies of **Three (3) Parties Agreement for Procurement by e-Auction** in the form prescribed in **Appendix B-8** to be signed by the Qualified Tenderer's authorized representative, AEROTHAI and e-Marketplace.
- e) Evidence of sales and qualifications as detailed in Section B, Item 9 (EVIDENCE OF SALES AND QUALIFICATIONS).
- f) Details of intended subcontractor for Construction as detailed in Section B, Item 10 (INTENDED SUBCONTRACTORS AND MANDATORY QUALIFICATION).

#### **Part 4 – Technical Proposal**

Technical Proposal for **A SUPPLY AND INSTALLATION OF FLIGHT INSPECTION SYSTEMS** shall meet the requirements detailed in Section F including its annexes, and shall be prepared in accordance with the provisions stipulated in Section B, Item 8 (TECHNICAL PROPOSAL).

#### **Part 5 – Other Documentation**

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- 6.4 The Tenderer shall provide one (1) original for Parts 1, 2, 3, 4 and 5. The Tenderer shall provide two (2) hard copies and one (1) set of soft files for Part 4. In any case where a Tenderer submits original documents but fails to provide the requisite number of copies as stipulated above then AEROTHAI shall obtain such copies and charge all expenses incurred in so doing to the relevant Tenderer

#### 6.5 PACKAGING

Each part of the Tender as detailed in Item 6.3 above shall be placed in separate and sealed packages, each bearing the address given in Section A, Item 5.1. In addition, each package shall be clearly marked “**e-Auction Tender for A SUPPLY AND INSTALLATION OF ONE FLIGHT INSPECTION SYSTEM No. PI.GA.E /2559**” together with the relevant part number and title as given in Item 6.3 above.

## 7. VALIDITY OF TENDERS

- 7.1 The Tender shall remain valid no less than **one hundred and twenty (120) calendar days** from the e-Auction Date. Tenders must be firm and cannot be altered (except as allowed for in the Tender Document), withdrawn or resubmitted within such period, provided that, Section B, Item 17 (RESERVED RIGHT) must be fully observed and followed.
- 7.2 AEROTHAI may request Tenderers to extend the validity period of their Tenders and their Tender Security as and when necessary to complete the procurement exercise.

## 8. TECHNICAL PROPOSALS

The Technical Proposals shall meet the requirements as detailed in Section F Technical Specifications of the Tender Documents and shall meet the following conditions:

- 8.1 The structure of the Technical Proposals shall be in accordance with the structure of Technical Specifications as stipulated by AEROTHAI.
- 8.2 For Technical Specifications, Section F General Requirements and Annex A, B and C:
- 8.2.1 The Tenderers shall provide Summary of Compliance Statement in the format and sample example given below:

AEROTHAI's Technical Specification, Section F General and Annex A, B, C Item No.	Tenderer's Compliance Statement (Note A.)	Reference to Supporting Evidence in Proposal
List each of AEROTHAI Specification Item Number and its heading here.	State Compliance or Non-Compliance here.	Specify the supporting evidence reference page in the technical proposal
(example 1) Item 1.2....[FE]	Compliance	Para 1.2 Page 20...
(example 2) Item 3.1... [CB]	Compliance	Brochure page.....
(example 3) Item 5.2... [NE]	Compliance	----

- Notes:** A. The terms “Compliance” or “Non-Compliance” shall be used.
- B. Any responded term or statement other than as provided in Note A above will be considered as “Non-Compliance”.

8.2.2 The requirements for Supporting Evidence for each Specification Item of Section F, including its sub-items unless otherwise stated, shall be as follows:

8.2.2.1 For each Specification Item with **[FE]**, the Tenderers are required to fully describe the proposed equipment/system/solution and/or explain in details how the technical application in each part of the equipment/system/solution shall satisfy his Technical Proposal and meet the requirements of Technical Specifications, or simply to declare/provide/confirm certain information or reference, as appropriately required by the Specification Item. Such description and/or explanation may include:

- theories and/or principles;
- calculations;
- details of design approach;
- pictures, drawings, or diagrams.

8.2.2.2 For each Specification Item with **[CB]**, the Tenderers are required to submit the catalogue, brochure, user manuals and/or technical manuals of the proposed system/equipment with its specific model/option, including the summarized details of the submitted documents that shall meet the requirements of technical specifications.

8.2.2.3 For each Specification Item with **[NE]**, the Tenderers are **not** required to submit any supporting evidence. **NOTE:** Those Specification Items without any remark (no [FE], [CB], [NE]) may be assumed to be the same as with [NE], i.e. not required to submit any supporting evidence.

8.3 Strictly no prices or reference to price shall be in the Technical Proposal. Violation of this requirement will be reason for rejection of the Tenders.

## 9. EVIDENCE OF SALES AND QUALIFICATIONS

a) TENDERER shall provide creditable and referable evidence in the following details:

- (1) FIS OEM is registered with ICAO ICASC (International Committee for Airspace Standards and Calibration) as FIS manufacturer.

- (2) FIS OEM has experience of manufacturing FIS and delivering flight inspection aircraft for at least two (2) flight inspection systems or two (2) flight inspection aircraft, or has delivered a significant hardware or software updates on the key components of the flight inspection system to previously delivered systems for at least two (2) systems within four (4) years of the TENDER DATE.
- (3) FIS OEM has been involved in presenting paper, analysis, research, and topics in an international meeting or seminar relating to flight inspection and its related technology or procedures within four (4) years of the TENDER DATE.
- (4) INSTALLER has licensed engineers who are certified and approved by FAA/EASA for aircraft maintenance and modification capability applicable for AIRCRAFT and its registration.
- (5) INSTALLER has licensed engineers who are experienced with the same level of turboprop aircraft and avionics modification as required under this TOR.
- (6) FIS OEM has the required STC or DATA PACKAGE for installation of FIS onto the twin engines turboprop or jet aircraft of the similar performance to AIRCRAFT. In event that the DATA PACKAGE is required to be reproduced, the organization who will produce the DATA PACKAGE shall has experience of producing DATA PACKAGE applicable.

b) TENDERER shall provide following documents, which are extracted from the content of the TOR, to AEROTHAI as part of technical proposal for the purpose of TENDERER qualification evaluation:

- (1) FI-AIRCRAFT delivery plan (process, turnaround time, and location) including Gantt chart presentation;
- (2) List of name of involved parties in the delivery process with brief description;
- (3) TENDERER company registration;
- (4) FIS OEM company registration;
- (5) INSTALLER company registration;
- (6) TENDERER declaration letter confirming non-relationship status other opposing bidders;
- (7) ICAO FIS manufacturer registration record for FIS OEM;
- (8) Sale record or evidence of sale from FIS OEM;

- (9) Paper and/or presentation material prepared for a presentation at an international meeting or seminar in a flight inspection related topic from FIS OEM;
  - (10) Adequate FAA/EASA approved engineer licenses and record of work of engineers by INSTALLER;
  - (11) Summarized STC or DATA PACKAGE for FIS installation, or record of DATA PACKAGE production in the past if the particular data package needs to be newly produced;
  - (12) Any technical descriptions, diagrams, equipment designs, list of procedures, or other technical materials for demonstrating FI-AIRCRAFT system and procedures as required in the TOR; and
  - (13) Compliance matrix of the TOR, showing TENDERER compliance and acceptance to each individual requirement in the TOR, with numbered references to all documents or evidences as applicable.
- c) TENDERER shall meet all requirement under the TOR by submitting all required documents and evidence as necessary and confirm compliance to all requirements herein, including those conditions in case such TENDERER is awarded the contract and become CONTRACTOR under this procurement.
- d) Despite the shortened and summarized list and details of certificates described above, it is TENDERER responsibility to ensure that the submitted certificates and documents under this section suffice the requirement above and its original requiring statement, and that requirement elsewhere that may or may not be included in the list above are met.
- e) Full reference information shall be provided, together with reference company(ies) and/or person(s) (e.g. company name, system manager's name, telephone number and email address) and evidences of sale(s), such as purchasing contract(s) or purchase order(s) or letter(s) of reference from the purchaser(s), etc. In case of the officially authorized agent in Thailand, records of reference sale(s) of Flight Inspection System of the manufacturer for proving the past experience in local or overseas implementation can be provided.

## 10. INTENDED SUBCONTRACTORS AND MANDATORY QUALIFICATION

- a) The Tenderer shall provide with his Tender full details, including but not necessarily limited to name, of any subcontractor whom he intends to appoint to

perform any aspect of the Activities, which includes the following as a minimum (if applicable):

- (1) FIS OEM
- (2) INSTALLER
- (3) Organization who produces DATA PACKAGE
- (4) Organization who certifies DATA PACKAGE to be used for aircraft modification
- (5) Organization who certifies FIS installation and aircraft modification and issues airworthiness certification in according to aircraft registration
- (6) Organization who ferries FI-AIRCRAFT

b) TENDERER shall provide TENDERER's, FIS OEM's, and INSTALLER's company registration, confirming that they have no juristic or other relationship with other TENDERER, FIS OEM, INSTALLER who is also proposing the TENDER.

## 11. TENDER SECURITY

11.1 The Tender shall be accompanied by Tender Security as required. The Tender Security may be furnished in any of the following forms:

- a) Cash.
- b) Cashier's Cheque, payable to Aeronautical Radio of Thailand Limited issued either on the Tender Submission Date or not more than three (3) days before such date.
- c) A Letter of Guarantee issued by a bank in Thailand in the form given in **Appendix B-3**.
- d) A Letter of Guarantee issued by Industry Financial Corporation of Thailand, finance company or security and finance company, which has been approved to operate the finance and guarantee business and is in the list circulated among all government agencies by the Bank of Thailand according to the form given in **Appendix B-3**.
- e) Royal Thai Government Bond.

- 11.2 The Tender Security for A SUPPLY AND INSTALLATION OF FLIGHT INSPECTION SYSTEM is to be for the value of **Baht 5,756,425.00** (equivalent to Five (5) percent of the initial price) and to be valid no less than \_\_\_\_\_ **days** from the Tender Submission Date (**from** \_\_\_\_\_)
- 11.3 Any Tender not accompanied by acceptable Tender Security will be rejected by AEROTHAI.
- 11.4 The Tender Security of the Successful Tenderer who offered the lowest total proposed Contract Price in the e-Auction will be retained and the Tender Securities of the other Tenderers shall be returned within **fifteen (15) days** without liabilities to AEROTHAI in respect of the e-Auction whatsoever, provided that such other Tenderers shall formally request return by the letter and the receipt.
- 11.5 The Tender Security of the Successful Tenderer will be returned upon the execution of the Contract and, against the presentation of the receipt and the letter of request from such Tenderer as well as acceptance by AEROTHAI of the Performance Security in accordance with the provisions of the Contract.
- 11.6 The return of all Tender Securities shall be made on a non-interest basis.

## **12. SUBMISSION OF TENDER DOCUMENTS**

The Tenderer shall submit the Tender Documents to the Committee for e-Auction on \_\_\_\_\_ **2016** between 9.00 a.m. and 11.00 a.m., Bangkok local time at Procurement and Inventory Control Department, 5<sup>th</sup> Floor, Administration Building, Aeronautical Radio of Thailand Limited.

### **12.1. The Committee for e-Auction will:**

- 12.1.1 accept the Tender Documents, register them as evidence and sign and make a note on the envelope as to whom they belong.
- 12.1.2 check Tender Securities together with the financial officer, and have the financial officer issue a receipt to the person who submits the Tender envelope as evidence. If the Tender envelope is not correct, a note shall be made on the receipt and in the report. If the Tender Securities are letters of guarantee, copies of the letters of guarantee shall be sent by registered mail to the bank which issued such letters of guarantee for its acknowledgement.

12.1.3 receive documents and evidence according to the list of documents of the Tenderers including sample supplies, catalogs or drawings, and specifications (if any) and to note the report if it is incorrect.

12.2 The Committee for e-Auction will not accept a Tender if:

12.2.1 the Tenderer has not purchased the Tender Documents directly from AEROTHAI and/or

12.2.2 the Tender Documents have not been filled in or signed and/or

12.2.3 the Tenderer submits details different from the conditions stipulated in the Tender Documents and their differences cause any advantage or disadvantage to other Tenderers and/or

12.2.4 any correction, erasure or overwriting in the Tender Documents submitted has not been duly signed and stamped by an authorized person and/or

12.2.5 the Tenderer submits the Tender Documents after the expiry of the period of submission.

### **13. PRE-QUALIFICATION OF TENDERERS**

#### **13.1 General Qualification**

The Committee for e-Auction will:

13.1.1 check the Tenderers qualifications, Tender forms, Tender Documents, sample, supplies, catalogs or drawings, and specifications.

13.1.2 examine the qualifications of all Tenderers in accordance with the Section A Item 2 (TENDERER QUALIFICATIONS).

13.1.3 disqualify any Tenderer(s) found to be in breach of the Regulations of the Office of the Prime Minister on Procurement' contained in Section A, **Appendix A-1** of the Tender Documents.



13.1.4 Any Tenderer disqualified in accordance with this provision shall have a right of appeal in accordance with Item 14.1 below

## 13.2 Technical Proposals Evaluation

13.2.1 The Technical Proposals of the Eligible Tenderers will be evaluated in compliance with AEROTHAI's requirements as detailed in Section F, Technical Specifications of the Tender Documents on a paragraph by paragraph basis, using the Summary of Compliance Statement and supporting evidence provided by the Tenderers in accordance with Section B, Item 8 (TECHNICAL PROPOSAL).

13.2.2 The Committee for e-Auction will ask for clarification from Tenderers as it deems necessary provided always that Tenderers shall provide the clarification(s) asked for without in any way changing or violating the substance of their Tender.

Such clarification may be sought either through correspondence or by a meeting as AEROTHAI may require. Any clarification shall be made within the time to be specified by AEROTHAI; otherwise the Tenderer will be either disqualified or his Tender evaluated accordingly at the sole discretion of AEROTHAI. In the case of meetings, the Tenderer shall be represented by persons with adequate specialized knowledge and full delegated authority in writing to make decisions for and on his behalf in order that clarifications may be fully discussed and appropriate decisions reached at each such meeting.

The Tenderer's response to any request for clarification made by AEROTHAI shall be signed by the same person as the original Tender, or an alternate with a similar Power of Attorney to that called for in **Section B Item 6.3 Part 3 Document II** above, and shall become part of his Tender.

The Tenderer shall be solely responsible for all consequences of any failure on his part in making clarifications as required and within the time specified by AEROTHAI.

### 13.2.3 Evaluation Criteria

All requirements in Section F, Technical Specifications are **MANDATORY**.

The Tenderer shall comply with all requirements or comply due to their proposed alternative solution (s) demonstrable to be equivalent to or better than the requirement(s) as specified in the Technical specification.

Any failure to meet the said requirements shall result in the failure of further evaluation;

**Any Qualified Tenderers shall pass the Evaluation Criteria above in order to be able to proceed with the e-Auction.**

### 13.3 Notification

The Committee for e-Auction will individually inform the Tenderers who have passed or failed the Pre-Qualification.

## 14. APPEALS AGAINST DISQUALIFICATION

14.1. Any Tenderer who is disqualified under the **Item 13 (PRE-QUALIFICATION OF TENDERERS)** above may appeal against such decision to the President of AEROTHAI within **three (3) days** of the notification of such decision by the Committee for e-Auction. The decision of the President of AEROTHAI in such matters shall be final.

14.2. Making such appeal shall result in postponement of the whole e-Auction process.

## 15. E-AUCTION

**The Qualified Tenderers shall perform as follows:**

15.1 Tenderers whose Technical Proposals have passed shall attend a training session on the e-Auction process, at a time and place to be advised at a later date. Tenderers will be assigned a User ID and a Password.

15.2 Before participating in the e-Auction, the Qualified Tenderers should clearly review the e-Auction documents to be provided by e-Marketplace and the Tender Documents.

15.3 The Qualified Tenderers shall submit **Power of Attorney (e-Auction)** affixed the **thirty (30) baht** value of duty stamps according to the form given in **Appendix B-9**

In the case of a foreign Tenderer, Power of Attorney (e-Auction) shall be certified by a Notary Public.

- 15.4 Initial price for bidding of A SUPPLY AND INSTALLATION OF ONE FLIGHT INSPECTION SYSTEM is **Baht 115,128,481.00**
- 15.5 Price shall be made on the same price basis, by considering the price including VAT, Tax, Duties and other operating cost.
- 15.6 Price proposal for bidding shall not exceed the initial price and must be evaluated and determined based on the total price only.
- 15.7 The Successful Tenderer whom AEROTHAI executes a Contract shall pay a fee to e-Marketplace at the amount of **Baht 30,000.-** (VAT included). Presentation of a receipt is required on the date of Contract execution.
- 15.8 Tenderers who are selected to participate in the e-Auction shall bid for **A SUPPLY AND INSTALLATION OF ONE FLIGHT INSPECTION SYSTEM** in accordance with AEROTHAI's requirements. AEROTHAI shall confiscate their Tender Securities or claim under such Tender Securities in the amount of two point five percent (2.5%) of the initial price for bidding from their banks in the following events:
- a) The Qualified Tenderers do not assign or dispatch any of their authorized representative to register for e-Auction process on the designated time and place; or
  - b) Having registered, but do not log into e-Auction system; or
  - c) Having logged-in to the system, but do not bid at all or do not bid in accordance with AEROTHAI's requirements or bid higher or equal to initial price; or
  - d) Fail to execute their signature on Form Bor Kor 008- Last Bid Confirmation Form.
- 15.9 The Tenderers shall offer price with the minimum Bid not less than **Baht 200,000.-** per bid from the initial price of the procurement and the following Minimum Bid offers must be not less than Baht 200,000.- from the previous bid offered.

## 16. COST PROPOSAL

- 16.1 Price quotations will be proceeded via electronic auction (           2016           ) at the

following e-Marketplace: **CAT Telecom Public Company Limited**, 99 Moo 3 Chaeng Watthana Road, Thung Songhong, Laksi, Bangkok, **THAILAND**.

- 16.2 A Successful Tenderer is to provide a full and complete Cost Proposal in accordance, both in content and format, with the requirements detailed in Section C of the Tender Documents within **three (3) days** from e-Auction Date or as otherwise requested by AEROTHAI.
- 16.3 The Cost Proposal will be checked for accuracy in numerical calculation. The Tenderer shall complete the Price Schedule given on Section C. Any Tender with an arithmetical mistake will be corrected on the basis of the estimated quantities of work given in the Bills of Quantities (BOQs) and the unit prices quoted by the Tenderer. Except in the case of Lump Sum Items, if a unit price is not quote in the Bills of Quantities for any Item but the total price of the Item is given, the unit price shall be determined by dividing the Tender amount of the Item by the quantity stated in the Bills of Quantities. Where a unit price only is stated in the Bills of Quantities (BOQs), the Tender amount for the Item shall be determined by multiplying the unit price by the estimated quantity.

## **17. RESERVED RIGHTS**

- 17.1 AEROTHAI reserves the right to cancel the Invitation to Tender or reject any or all of the Tenders, based on its best interest, and is not bound to accept any of the Tenders, and Tender Security of any rejected Tender will be returned accordingly.
- 17.2 AEROTHAI reserves the right to accept, at its sole discretion, any minor error, irregularity, omission or disorder in a Tender, if it considers, based on its own interpretation, that the errors, irregularities, omissions or disorders are minor or immaterial.
- 17.3 AEROTHAI reserves the right to accept any Tender – including but not limited to the lowest – which it considers to be in its best interests.
- 17.4 AEROTHAI reserves the right to modify or amend any or all of the Tender Documents and notify the Tenderers in the form of an Addendum. Each Addendum shall be numbered sequentially as issued. The Tenderer will be notified of and provided with each Addendum sequentially as issued. All Addenda so issued shall form an integral part of the Tender Documents. The Tenderer should note that each Addendum

issued will be accompanied by a form of “Confirmation of Receipt of Addendum”, which the Tenderer shall sign as instructed therein and return to AEROTHAI, no later than **two (2) working days** after the receipt thereof.

- 17.5 AEROTHAI reserves the right to accept or reject Tender in whole or in part.
- 17.6 AEROTHAI reserves the right to evaluate reservations in the Tender. Tenders containing major deviations or reservations will be rejected.
- 17.7 AEROTHAI shall not be liable to any claim regarding such waiver or rejection or any procedure of the evaluation of the Tender and not be bound to give any reasons for the decision to any Tenderer.
- 17.8 AEROTHAI reserves the right to review the total prices and purchase any part or all items proposed by the Successful Tenderer.
- 17.9 If the Successful Tenderer fails to enter into a contract or agreement with AEROTHAI within the time specified under the Tender Documents, the Committee shall consider the Tenderer who offered the next lowest proposed total Contract Price by e-Auction.
- 17.10 In case it appears that only one Tenderer has been passed the Pre-Qualification as Qualified Tenderer, AEROTHAI may, at its absolute discretion upon reasonable ground, proceed with procurement process without having to cancel the Tender.
- 17.11 Should a Tenderer either withdraw his Tender before the expiration of the validity period or extension thereof or, in the event that he has been selected as the Successful Tenderer, refuse or fail to execute the Contract within a period of **fifteen (15) days** of the Notice of Award of such selection or deposit the Performance Security in accordance therewith, then without prejudice to any other rights which AEROTHAI may possess, AEROTHAI shall confiscate the Tender Security and reject the Tender. In addition, AEROTHAI reserves the right to add the name of any such Tenderer to the “Black List” of persons excluded from Royal Thai Government procurement programs.
- 17.12 If the Successful Tenderer fails to enter into a contract within the time specified in accordance with Section B, Item 18 (AWARD OF CONTRACT), AEROTHAI shall confiscate the Tender Security and claim the Tenderer for any cost of damages may

occur. In addition, AEROTHAI reserves the right to add the name of any such Tenderer to the “Black List” of persons excluded from Royal Thai Government procurement programs.

- 17.13 AEROTHAI reserves the right to modify any of the conditions contained in the Contract provided always that such modification shall be in accordance with any Royal Thai Government requirements and/or related laws.

## 18. AWARD OF CONTRACT

Notwithstanding the provisions of Section B, Item 14 (APPEALS AGAINST DISQUALIFICATION), the Contract will be awarded as soon as practicable to the most satisfactory Tenderer by the issue of a formal Notice of Award. Within **fifteen (15) Calendar days** from the date of receipt of the Notice of Award, the Successful Tenderer shall be required to have in Bangkok, an authorized representative empowered to execute the Contract with AEROTHAI in the form as detailed in Section D-F of the Tender Document, and to furnish suitable Performance Security.

## 19. PERFORMANCE SECURITY

The Performance Security to be provided by the Successful Tenderer may be furnished in any of the following forms:

- a) Cash;
- b) Cashier’s Cheque, payable to Aeronautical Radio of Thailand Limited issued either on the date of execution of the Contract or not more than **three (3) days** before such date;
- c) A Letter of Guarantee issued by a bank in Thailand in the form given in **Appendix B- 4**; and;
- d) A Letter of Guarantee issued by Industry Financial Corporation of Thailand, finance company or security and finance company, which has been approved to operate the finance and guarantee business and is in the list circulated among all government agencies by the Bank of Thailand according to the form given in **Appendix B- 4**;

- e) Royal Thai Government Bond.

Such Performance Security for shall be for the amount(s) as stipulated in Section E, Condition 3 (PERFORMANCE SECURITY).

## 20. GOVERNMENT COMPLIANCE

- 20.1 If the Successful Tenderer thereof is a foreign company, each such company will be required to register and obtain a license (certificate) required to operate a business in the Kingdom of Thailand in accordance with the Alien Business Act B.E. 2542.

If the Contractor fails to submit a copy of such license (certificate) to AEROTHAI within **ninety (90) days** from the Signing Contract Date by any reason, AEROTHAI is entitled to terminate the Contract and confiscate Bank Guarantee(s). In this respect the Contractor hereby waives any claims against AEROTHAI whatsoever.

- 20.2 If the Tenderer's employees are foreigner, the Successful Tenderer shall procure all permits and licenses, such as work permits under Working of Aliens Act B.E. 2521 (1978), necessary and incidental to the due and lawful prosecution of the Activities under the Contract before the said employees commence the Activities in Thailand such as supervision of installation, training, etc. **AEROTHAI shall support only AEROTHAI documents incidental to work permits application.**

## 21. PREPARATION AND EXECUTION OF THE CONTRACT

**Two (2)** original copies of the Contract Documents will be prepared by AEROTHAI and will be submitted to the Successful Tenderer. The Successful Tenderer shall execute the Contract and submit both original copies to AEROTHAI along with Performance Security.

AEROTHAI will execute both copies, retain **one (1)** copy, and forward **one (1)** copy to the Contractor.

The Contractor shall provide **five (5)** copies of the Technical Proposal and other engineering data, special forms or other documents, which are required to be incorporated in the Contract to AEROTHAI.

## 22. LIQUIDATED DAMAGES

In the event that the completion of Activities is delayed for other than excusable causes beyond the Completion Date specified under the Contract, the Contractor

agrees to pay to AEROTHAI as liquidated damages starting from the date following the specified Completion Date up to the actual date of delivery of the Activities correctly and completely, in the following amount on each category:

- a) two-tenths (0.2) percent per day of the total price of FIS (including its related Activities) which is not satisfactorily completed under Condition 27.2 (Certificate of Project Completion) within the specified Project Completion Date under the Contract.

## 23. INSURANCE

The Contractor shall provide the insurance in accordance with the provisions of Section E, Condition 34 (INSURANCE OF ACTIVITIES) and 36 (LIABILITY INSURANCE) as follows:

### 23.1 INSURANCE OF ACTIVITIES

The Contractor shall, so far as insurable by using his best effort and its own cost, insure in the joint names of AEROTHAI with Dhipaya Insurance Public Company Limited registered in Thailand against all loss or damage to the Activities from whatever cause including strike, riot, and civil commotion, arising during the performance under the Contract are covered up to the end of Warranty Period.

### 23.2 LIABILITY INSURANCE

The Contractor shall carry insurance, at his own cost, with Dhipaya Insurance Public Company Limited registered in Thailand for:

- a) all workmen and employees employed on the project;
- b) Third Party.

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APPENDIX B-1 Form of Request for Clarifications

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Form of Request for Clarifications

Ref. No.: Name of project/XX

To: Aeronautical Radio of Thailand Ltd.

Re: Project name

Dispatch Date: Day/Month/Year

From: Name of Tenderer

Subject: Specific topic

Item No.	Tender Document ref.(e.g. Section and Condition no.)	Question/clarification Required	AEROTHAI Response

Signed \_\_\_\_\_

Page no. \_\_\_\_ of total \_\_\_\_ pages

Name \_\_\_\_\_

Position \_\_\_\_\_ (Authorized Representative)

INTENTIONALLY LEFT BLANK (Not Applicable)

APPENDIX B-3 FORM OF LETTER OF GUARANTEE (Tender Security)

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FORM OF LETTER OF GUARANTEE  
(Tender Security)

No. \_\_\_\_\_

Date: \_\_\_\_\_

We, \_\_\_\_\_ (Name of Commercial Bank in Thailand) hereby establish this Letter of Guarantee in favour of Aeronautical Radio of Thailand Ltd. (hereinafter called AEROTHAI) as follows:

(1) As (Name of Tenderer) has submitted a tender for \_\_\_\_\_ against Invitation to Tender No. PI.GA\_\_\_\_\_/2016 for \_\_\_\_\_ by e-Auction No PI.GA.E 58/2558 dated \_\_\_\_\_ whereby (Name of Tenderer) has to deposit with AEROTHAI earnest money as Tender Security in respect of the terms and Conditions of the Invitation to Tender and the Instructions to Tenderers in the amount equivalent to \_\_\_\_\_ (figure) \_\_\_\_\_ (in words) \_\_\_\_\_, we agree unconditionally to irrevocably guarantee as primary obligator, the payment to AEROTHAI on its first demand, without whatsoever right of objection on AEROTHAI's part and without its first claim on (Name of Tenderer) in the amount of \_\_\_\_\_ (figure) \_\_\_\_\_ (in words) \_\_\_\_\_ in the event that (Name of Tenderer) fails to sign the relative Contract on being notified of the award of said Contract, or fails to submit the required Performance Security within the time limit specified in the Tender Documents, or withdraws his tender before the expiration of the validity period or extension thereof, or does not abide by any other Conditions of the Invitation to Tender or Instructions to Tenderer under which the Tender Security must be confiscated.

(2) This Letter of Guarantee is valid as from \_\_\_\_\_ up to \_\_\_\_\_ and we will not cancel our guarantee within this specified period.

(3) If the (Name of Tenderer) extends the period of validity of the tender, we will extend the validity of this guarantee by an equal period without delay on being notified.

IN WITNESS WHEREOF, we (Name of Commercial Bank) have caused these presents to be signed by our authorized representative and our corporate seal to be hereinto affixed.

(Signed) \_\_\_\_\_ Guarantor  
(.....)

(Signed) \_\_\_\_\_ Witness  
(.....)

(Signed) \_\_\_\_\_ Witness  
(.....)

APPENDIX B-4 FORM OF LETTER OF GAURANTEE (Performance Security)

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**FORM OF LETTER OF GUARANTEE**  
**(Performance Security)**

No. \_\_\_\_\_

Date: \_\_\_\_\_

(1) As (Name of the Contractor) has entered into a Contract for \_\_\_\_\_ with AEROTHAI under Contract no. \_\_\_\_\_ whereby (Name of the Contractor) has to deposit with AEROTHAI earnest money as performance security for the proper and faithful performance of the Contract in the amount of ( \_\_\_\_\_ figure \_\_\_\_\_) ( \_\_\_\_\_ in words \_\_\_\_\_) equivalent to \_\_\_\_\_ % ( \_\_\_\_\_ figure \_\_\_\_\_) of the Contract Price (insert other reference as appropriate), we agree unconditionally to irrevocably guarantee as primary obligator, the payment to AEROTHAI on its first demand, without whatsoever right of objection on our part and without its first claim on (Name of the Contractor) in the amount of not exceeding \_\_\_\_\_ ( \_\_\_\_\_ figure \_\_\_\_\_) ( \_\_\_\_\_ in word \_\_\_\_\_) in the event of any damages, liquidated damages (penalty), expenses or if any obligations expressed in the above-mentioned Contract have not been fulfilled by (Name of the Contractor).

(2) This Letter of Guarantee shall be valid and in full force and effect from the date of execution of the above-mentioned Contract until .....(the date Of the completion of Activities including the warranty period under the Contract). We shall in no event withdraw this Letter of Guarantee for any reasons so far as the period stipulated under the Contract.

(3) If, at any time in the course of the performance of the Contract, AEROTHAI grants a time extension or allows (Name of the Contractor) to deviate from any Conditions of the Contract without our knowledge, it shall be deemed that such grants shall have been made with our consent. [The validity of the Performance Security shall be extended accordingly.](#)

IN WITNESS WHEREOF, we (Name of Commercial Bank) have caused these presents to be signed by our authorized representative and our corporate seal to be hereinto affixed.

(Signed) \_\_\_\_\_ Guarantor  
(.....)

(Signed) \_\_\_\_\_ Witness  
(.....)

(Signed) \_\_\_\_\_ Witness  
(.....)

## APPENDIX B-5 FORM OF BANK GUARANTEE (Advance Payment)

### FORM OF BANK GUARANTEE

#### (Advance Payment)

No. \_\_\_\_\_

Date: \_\_\_\_\_

WHEREAS, (Name of Contractor) has entered into a Contract with Aeronautical Radio of Thailand Ltd. (hereinafter called AEROTHAI) to undertake \_\_\_\_\_ as per Contract No. \_\_\_\_\_ executed on \_\_\_\_ (hereinafter referred to as “the Contract”) \_\_\_\_\_. Whereby (Name of Contractor) is entitled to an advance payment of (figure) (in words) which is equivalent to \_\_\_\_ percent ( \_\_ %) of items defined in the Contract.

WHEREAS (Name of Contractor) wishes to draw the said advance payment of ( figure ) ( in words ) from AEROTHAI against presentation of a Bank Guarantee for the same amount.

NOW THEREFORE, by this Letter of Guarantee, we (Name of Commercial Bank in Thailand) Business Address No. \_\_\_\_\_ hereby agree to guarantee to AEROTHAI under the Conditions set below:

1. We hereby guarantee repayment of the advance money received by (Name of Contractor) to the extent of ( \_\_ figure \_\_ ) ( \_\_ in words \_\_ ).

2. If (Name of Contractor) is required to refund advance money stated in clause 1 above to AEROTHAI in a case where (Name of Contractor) acts contrary to or fails to act in accordance with the Contract thereby resulting in failure to meet, or in breach of the Contract, or any of the Conditions attached thereto, or if (Name of Contractor) is required to refund the said advance money to AEROTHAI in any other case we hereby agree to repay the said advance money in the full amount of ( \_\_ figure \_\_ ) ( \_\_ in words \_\_ ) or the outstanding amount thereof, to AEROTHAI within seven (7) days from the receipt of written request to do so from AEROTHAI, without the necessity of previous request to (Name of Contractor) for repayment of the same without whatsoever right of objection on our part.

3. If, at any time in the course of the execution of the Contract AEROTHAI grants a time extension, or allows the Contractor to deviate from any terms and conditions of the Contract without our knowledge, it shall be deemed that such grants shall have been made with our consent.

4. We shall in no event withdraw this Guarantee for any reason so far as (Name of Contractor) is still liable to AEROTHAI under the Contract.

IN WITNESS WHEREOF, we (Name of Commercial Bank in Thailand) have caused these presents to be signed by our authorized representative and our corporate seal to be hereinto affixed.

(Signed) \_\_\_\_\_ Guarantor  
( ..... )

(Signed) \_\_\_\_\_ Witness  
( ..... )

(Signed) \_\_\_\_\_ Witness

## APPENDIX B-6 FORM OF POWER OF ATTORNEY (Submission)

### FORM OF 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 appoint, constitute and authorize (name of the authorize 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 clause 2 below, relating to AEROTHAI's Announcement of Invitation to Tenderer No.PI.GA...../2016 for.....by e-Auction No. PI.GA.E /2559 dated.....

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

- sign, seal, initial and certify any documents pertaining to the Tender Documents (if any)
- submit the Tender Documents to the Committee for e-Auction on designated date, time and place; and
- give explanations and/or clarifications related to our Tender Documents to the Committee for e-Auction; and
- sign, initial, certify, and deliver any documents and/or related amendments pertaining to the aforesaid Tender Documents; and
- sign, seal, initial and certify any documents pertaining to the Contract and amendments, exhibits, schedule and/or related attachments and do all acts and things whatsoever necessary and proper to execute the Contract and/or its amendments.

3. The Company hereby ratify and confirm 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 \_\_\_\_\_ , 2016

Signed \_\_\_\_\_ the Company  
( ..... )

Signed \_\_\_\_\_ Authorized representative  
( ..... )

Signed \_\_\_\_\_ Witness  
( ..... )

Signed \_\_\_\_\_ Witness  
( ..... )

LETTER OF INTENT FORM FOR E-AUCTION

To President

1. 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 e-Auction Tender Documents No. PI.GA.E 58/2558 together with additional documents and hereby accept the terms and condition contained in such Tender Documents. We certify that we are fully qualified as prescribed in Section A, Item 2 (TENDER QUALIFICATIONS)
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 in accordance with the provisions of Section B, Item 7 (VALIDITY OF TENDERS) of the Tender Documents.
4. We guarantee to complete the Activities within four hundred eighty (480) days from the Signing Contract Date.
5. If we are selected as the Successful Tenderer, we certify to perform the following;
  - 5.1 enter into a Contract in the form given in Section D and Section E of the Tender Documents with AEROTHAI within the time specified.
  - 5.2 furnish the Securities according to Section B, Item 19. (PERFORMANCE SECURITY) AND BANK GUARANTEE (ADVANCE PAYMENT))

If we fail to do so, we agree that AEROTHAI shall confiscate the Tender Security and claim under such Tender Security from its bank for any damages incurred and also agree that the Committee for e-Auction will consider the Tenderer who offered the next lowest proposed total contract price by e-Auction or AEROTHAI may announce a new e-Auction.

6. We hereby agree that 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 participation in this e-Auction.

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 e-Auction and acknowledge that AEROTHAI shall not be responsible for any error or omission.
9. We offer and submit our Tender Document for this e-Auction in good faith, without fraud or illegal collusion with any Tenderer or among Tenderers who offer and submit the Tender Documents in this e-Auction.

Submitted on this ..... 2016.

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)

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THREE PARTIES AGREEMENT FOR PROCUREMENT BY E-AUCTION

This Agreement is made between the following parties:

Aeronautical Radio of Thailand Limited (AEROTHAI). By \_\_\_\_\_, as Chairman of the Committee for e-Auction, hereinafter referred to as “AEROTHAI”, of the first part and \_\_\_\_\_, represented by \_\_\_\_\_, hereinafter referred to as “the e-Marketplace Service Provider”, and of the second part, and \_\_\_\_\_, represented by \_\_\_\_\_, hereinafter referred to as “the Qualified Tenderer” of the third part.

All parties hereby agree to accept the conditions and practice for the conduct of e-Auction as follows:

**1. Objectives and Scope**

AEROTHAI wishes to tender by e-Auction, according to the terms and conditions of Tender Document or Announcement of Invitation to Tender No. PI.GA\_\_\_\_/2016 for \_\_\_\_\_ by e-Auction No.PI.GA.E /2559 dated \_\_\_\_\_

The e-Marketplace Service Provider wishes to offer his service for the conduct of e-Auction and agrees to proceed according to the conditions for such service, as set out in Conditions for Service by e-Auction under Regulations of the Office of the Prime Minister On Procurement by e-Auction B.E. 2549 (2006).

The Qualified Tenderer wishes to bid, according to the terms and conditions of Tender Document or Announcement of Invitation to Tender Ref. No. PI.GA\_\_\_\_/2016 for \_\_\_\_\_ by e-Auction No. PI.GA.E /2559 dated \_\_\_\_\_ and hereby agrees to participate the online bidding on the stipulated date, time and place and to abide by the aforementioned Regulations.

**2. Other Conditions**

**Duty of the Qualified Tenderer**

(1) The Qualified Tenderer shall participate the online bidding on the designated date, time and place by sending not more than three (3) authorized representatives. These authorized representatives shall not be replaced but any of those may be discharged by any reason. AEROTHAI shall confiscate the Tender Security of the Qualified Tenderer whose authorized representative/s do not participate on the designated date, time and place.

(2) The Qualified Tenderer shall strictly review AEROTHAI's e-Auction Tender Document and shall also strictly comply with all the terms and conditions thereof. Prior to the online bidding date, the Qualified Tenderer shall practice himself on trial with the e-Marketplace Service Provider's process and method of the online bidding, as shown in the website [www.gprocurement.go.th](http://www.gprocurement.go.th).

### **Confiscation of Tender Security**

AEROTHAI shall confiscate Tender Security of the Qualified Tenderer or claim under such Tender Security in the amount of two point five percent (2.5%) of the initial price for bidding from his bank in the following events:

- (1) the Qualified Tenderer does not send his authorized representative to register for e-Auction process on the designated time and place; or
- (2) having registered, but does not log into e-Auction system; or
- (3) having logged-in to the system, but does not bid at all or does not bid in accordance with AEROTHAI's requirements or bid higher or equal to initial price; or
- (4) fail to execute his signature on Form Bor Kor 008 Last Bid Confirmation Form

### **e-Auction Fee**

The Qualified Tenderer, who is selected as the Successful Tenderer by AEROTHAI, shall pay a fee to the e-Market Service Provider, at the amount of *Bht* ..... (*Baht* .....), (inclusive of VAT). This sum shall be paid on a lump sum in full within thirty (30) days from the receipt of invoice from the e-Marketplace Service Provider.

### **Appeal**

In the case of the Qualified Tenderer does not agree with the decision of AEROTHAI, he may appeal against such decision to the Committee in Charge of Electronic Procurement (CCEP) within three (3) days of the notification date. The said Committee shall complete its consideration within thirty (30) days and during this said period; the e-auction process may not be continued.

However, in the case of the appeal launched by the Qualified Tenderer is related to the system or to the bidding details of the e-Marketplace Service Provider, the latter shall submit data from central data base of the log file and his summary report only to AEROTHAI.

### **Reservation of Rights by the e-Marketplace Service Provider**

The Qualified Tenderer, who wishes to submit his bid during the last stage of the bidding period, shall be done at least one (1) minute prior to its ending in order to allow sufficient time for the bidding data to enter into the server.

Details of the bidding together with the time recorded on central data base in the log file shall only be used as evidence of the bid.

All the three (3) parties acknowledge and agree to abide by the conditions of this agreement, including all related documents and Appendices i.e. Document for e-Auction, etc. They hereby affix their signatures, with corporate seal (if any), as evidence and they affirm to participate in the e-auction on the stated date and time.

Signed.....AEROTHAI

(.....)

Chairman, Committee for e-Auction

Signed.....e-Marketplace Service Provider

(.....)

Signed.....the Qualified Tenderer

(.....)

APPENDIX B-9 FORM OF POWER OF ATTORNEY (e-Auction)

FORM OF POWER OF ATTORNEY

(e-Auction)

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 authorized representative \_\_\_\_\_ and/or \_\_\_\_\_ (name of authorized representative \_\_\_\_\_ and/or \_\_\_\_\_ (name of authorized representative \_\_\_\_\_ to be the true and lawful agent and attorney-in-fact of the Company (hereinafter called the "Authorized representative") to do and perform all and any of the acts and things, as stated in clause 2 below, relating to AEROTHAI's Announcement of Invitation to Tenderer Ref. No. PI.GA \_\_\_\_\_/2016 for \_\_\_\_\_ by e-Auction No PI.GA.E \_\_\_\_\_/2559 dated \_\_\_\_\_

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

- register for e-Auction process on the designated date, time and place; and
- enter (log) into e-Auction System; and
- bid in accordance with the terms and conditions of the said e-Auction Tender Document of AEROTHAI; and
- individually sign or jointly sign, seal, initial, certify and deliver any documents and related amendments pertaining to the aforesaid e-Auction process.

3. The Company hereby ratify and confirm 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 \_\_\_\_\_, 2016.

Signed \_\_\_\_\_ the Company  
( \_\_\_\_\_ )

Signed \_\_\_\_\_ Authorized representative  
( \_\_\_\_\_ )

Signed \_\_\_\_\_ Witness  
( \_\_\_\_\_ )

Signed \_\_\_\_\_ Witness  
( \_\_\_\_\_ )