



Thai Airways International Public Company Limited  
89 Vibhavadi Rangsit Road, Bangkok 10900, Thailand  
Tel : 66 (0) 2545-1000, 66 (0) 2695-1000

Our Ref : BKK1U/PP/dp- 043 /2016

April 20, 2016

Commercial Department

The Embassy of Germany,

9 South Sathorn Road ,

Bangkok 10120

Subject : Bidding for Tow Bar A350.

We are pleased to inform that we would like to invite the suppliers to bid for the purchasing of Tow Bar A350, total quantity 6 units, as details stated in the following announcement :

Bidding no.1U 0002/2016 - Tow Bar A350  
Qty 6 units

The bid (s) must be submitted to THAI not later than May 20, 2016 at 05.00 P.M.(Bangkok time)  
It would be appreciated if you would pass along the attached bid to the company concerned in your country. Further details also available from <http://www/Thaiairways.com>> Thai Public information Website > Procurement Information > Tools and Equipment.

Your faithfully,

Ms. Pongsri Prakornkaew

Director

Purchasing & Information Technology Department (BKK1UTG)

Procurement, Ground Services Department (BKK1U-P)

Tel.0-2137-3104

E-mail : noppadol.c@thaiairways.com





Thai Airways International Public Company Limited  
89 Vibhavadi Rangsit Road, Bangkok 10900, Thailand  
Tel : 66 (0) 2545-1000, 66 (0) 2695-1000

## BIDDING NO. 1U 0002/2016

### 1.Objectives

Purchasing & Information Technology Department of Thai Airways International Public Company Limited (hereinafter called "THAI") intends to procure 6 units of Tow Bar A350 (hereinafter called "the Goods") as details stated below.

### 2. Qualification of the Goods

The basic terms and conditions of the procurement of the Goods by THAI will be as stated in this TOR for the Supply and Delivery of 6 units of Tow Bar A350 together with the Basic Requirements of TOB 021/Rev 00/AUG 2015 total 2 pages, which form an integral part of this TOR attached hereto.

### 3. Preparation and Submission of quotation

3.1 The proposal shall be submitted in two separate sealed envelopes as follows:

3.1.1 Technical Proposal consists of ;

- Documents providing THAI with 1 original copy of technical specifications, catalogue, drawing in full detail of the goods, equipment, along with all supporting documents and a clause-by-clause commentary on the technical specifications as stipulated in the Basic requirement attached to this TOR, together with the company backgrounds and evidences of past performance, production capacity . Price shall not be mentioned in Technical Proposal.

3.1.2 Price Proposal with 1 original copy consists of ;

- Price CFR Bangkok or Laem Chabang port, ocean freight by Thai flagship only (The average selling rate from the Bank of Thailand at the day which the price proposal is opened will be used for the price comparison in Thai Baht)
- The delivery lead time ex-work no later than 150 days after receipt of purchase order.

Each proposal shall be submitted in separate sealed envelope. The Technical proposal shall clearly marked "Technical Proposal" referring Bidding No.0002/2016. The Price Proposal shall also clearly marked "Price Proposal" referring Bidding No.0002/2016 name and address of bidder must be shown on each envelope.

The quotation shall be signed by authorized person, in case the quotation is submitted by the supplier's agent, he shall submit requisite power of attorney indicating such authority. Any correction, erasure or overwriting in the quotation shall be duly initialed by authorized person. Quotations received by THAI in due time shall not be modified or withdrawn.





Each bidder shall be entirely responsible for all expenses caused by the preparation and submission of the bid, and THAI shall have no responsibility or liability in this respect of whether the quotation is awarded or cancelled.

3.2 The quotation must be submitted to THAI not later than May 20, 2016 at 5.00 p.m. (Bangkok time) to the following person and address, after which THAI does not accept further quotations.

To be delivered by hand or registered mail to:

Mr. Noppadol Chalernsarp  
Department Manager  
Procurement, Ground Services Department (BKK1U-PTG)  
Ground Equipment Services Department (2<sup>nd</sup> Floor, G1 Building)  
Thai Airways International Public Company Limited  
Suvarnabhumi Airport  
333 Moo 1 Nong Prue, Bangphli Samutprakarn 10540, Thailand

Should there be any question, please contact Mr. Noppadol Chalernsarp

Tel. (662) 137-3104 e-mail: noppadol.c@thaiairways.com

#### **4. Validity of the quotation**

Quotations shall remain for a period not less than 6 months after the deadline date specified for submission. The supplier who withdraws the quotation within the said period will be blacklisted.

#### **5. Request for clarifications**

At the discretion of the Evaluation Committee, requests for clarifications may be sent to the Bidders in writing. Such clarification shall only concern minor elements of the Proposals and in no way can allow for substantial changes to the initial Proposal. Answer shall also be provided in writing.

#### **6. Selection Criteria and Procedure**

The Technical Proposal shall be evaluated on the basis of their compliance with the Basic requirements. The selection procedure is as follows;

- If the Technical Proposal complies with the requirements, the Price Proposal of each bidder shall be opened.
- The Price Proposal from each bidder shall be revealed.
- The Price Proposal from each bidder shall be negotiated.
- Price Proposal which maximizes the benefit of THAI will be taken into consideration.



## **7. The method and the term of payment ;**

Payment shall be made as follows:

- One hundred percent (100%) after accepted at TG site.

The payment shall be made when the goods have been operated by THAI for a period of one calendar month, thus for the said period, the goods should not be experienced any failure, irregular operation or abnormal wear caused by regular use of the equipment.

The price shall be borne by THAI for the Goods, transportation and clearance of the Goods from the port of entry including other cost in accordance with purchase order.

## **8. Warranty**

The Seller undertakes to warrant against the defect of the Goods for a period of 12 months from the date of issuance of the Final Acceptance Certificate. All details of warranty are specified in the draft of contract attached hereto.

## **9. Performance Security**

The seller shall submit a performance security in form of Bank guarantee from bank or financial institution which THAI accepted or cashier cheque or Thai government bond, which equivalent to five percent (5%) of the price.

## **10. Delivery of the Goods**

Delivery lead time ex-work no later than 150 days after receipt of purchase order.  
All the Goods shall be delivered by Thai flagship at the Seller's expenses.

## **11. Penalty for Late Delivery**

In case of failure of the seller to complete the delivery of the Goods by the time scheduled in the Contract, the Seller is liable to pay for late delivery penalty on the daily basis at the rate of 0.2% of the cost of the set of each goods not completely delivered from the day following the specified date of delivery up to actual date of delivery of the Goods to THAI correctly and completely, unless THAI accepted their explanations.

## **12. The Acceptance of the Goods**

THAI shall appoint the Inspection Committee to inspect the goods at the Seller's site (Plant acceptance). The acceptance of the Goods shall be made at TG site. Apart from being in compliance with the specification, the Goods shall have been operated by THAI for a period of one calendar month, thus for the said period, the Goods should not be experienced any failure, irregular operation or abnormal wear caused by regular use of the equipment.

13. The awarded bidder shall be notified by fax, telex or letter that his bid has been accepted.



14. THAI reserves the right to waive minor informalities in any quotation. THAI shall not be liable to any claim regarding such waiver or rejection or any procedure of the evaluation of the bidding, and shall not be bound to give any reasons for his decisions to any supplier.
15. THAI is not obligated to accept the lowest quotation for the supply of the Tow Bar A350. The right to reject all or any such quotation being hereby expressly reserved by THAI and at THAI's sole discretion.
16. While the quotations are under consideration, Bidders and their representatives or other interested parties are advised to refrain by all means from contacting any personnel or representative of THAI on matters relating to the bids under study. Any effort to unduly influence THAI shall disqualify the quotation.
17. THAI considers this bidding and all information contained herein to be proprietary and confidential. It should be restricted, therefore, to only those persons within bidders organization directly involved with the development of the proposal and may not be released or disseminated to any other persons or organization.
18. Each Supplier shall not have any mutual interest with another supplier at the date of this Invitation to Proposal or commit any act which will be obstruction of fair competition. If it appears to or comes to the THAI's selection committee knowledge prior to or at the time of opening of the proposals that a Bidder or Bidders commit an act which obstructs the fair competition, such Bidder shall be disqualified and may be subject to a legal proceeding in accordance with the application laws.

**19. Notification of National Anti-Corruption Commission**

A contractor will comply with the Notification of National Anti-Corruption Commission Concerning Principles and Methods of Preparing Revenue and Expense Accounts of Project between Individual- Company and Government Agencies B.E. 2554 (A.D.2011), the amendment (No.2) B.E. 2554 (A.D. 2011), the amendment (No.3) B.E 2555(A.D.2012), the amendment (No.4) B.E 2556 (A.D. 2013) and/or further amendment (if any) as defined below.

A contractor must not be on the blacklist for non-submission or deliberate/intentional incorrect and/or uncompleted declaration of an essential part of the Revenue and Expense Accounts to the revenue Department pursuant to the Notification of National Anti-Corruption Commission Concerning Principles and Methods of Preparing Revenue and Expense Accounts of Project between Individual/Company and Government Agencies B.E, 2554 (A.D.2011) and the amendment (No. 2) B.E 2554(A.D.2011), the amendment (No.3) B.E 2555(A.D.2012), the amendment (No.4) B.E 2556 (A.D. 2013) and/or further amendment (if any) unless such person or juristic person has declared that it has submitted the Revenue and Expense Accounts or re- submitted the revised accounts , and it has been removed from aforementioned blacklist.



The awarded contractor with the total contract value exceeding Baht 500,000.- has to receive and make payments for the project fee via bank account. Unless the value of each receipt or payment exceeds Baht 2,000,000.- , the receipts or payments could be made in cash. The contractor is required to prepare and submit the Revenue and Expense Accounts to the revenue Department and perform any obligations pursuant to the Notification of National Anti-Corruption Commission Concerning Principles and Methods of Preparing Revenue and Expense Accounts of project between Individual / Company and Government Agencies B.E. 2554 (A.D. 2011), the amendment (No.2) B.E. 2554 (A.D. 2011) and the amendment (No.3) B.E 2555 (A.D. 2012), the amendment (No.4) B.E 2556 (A.D. 2013) and/or further amendment (if any). In each calendar year of fiscal year, the contractor shall separate and prepare one revenue and expense account per one project. In addition, all supporting documents shall be kept for at least five years from the end of contract, or until the completion of an investigation or examination of the National Anti-Corruption Commission as per details provided in the following website, [www.nacc.go.th](http://www.nacc.go.th)

The Notification of National Anti-Corruption Commission is not enforced to the contractor who is juristic person registered by the foreign law and does not appoint any agent or representative in the Kingdom of Thailand, however the goods or services are obliged to be delivered in Thailand and THAI makes a payment directly to the contractor outside Thailand.

The Company (Thai Airways International Public Company Limited) is entitled to terminate applicable contracts that the Company has with such a person or juristic person, being named in the blacklist for non-submission or deliberate/intentional incorrect and/or uncompleted declaration of an essential part of the Revenue and Expense Accounts pursuant to the Notification of National Anti-Corruption Commission Concerning Principles and Methods of Preparing Revenue and Expense Accounts of project between Individual / Company and Government Agencies B.E. 2554 (A.D. 2011) and the amendment (No.2) B.E. 2554 (A.D. 2011), the amendment (No.3) B.E 2555(A.D. 2012), the amendment (No.4) B.E 2556 (A.D. 2013) and/or further amendment (if any) unless such person or juristic person has declared that it has submitted the Revenue and Expense Accounts or re-submitted the revised accounts or it has been removed from aforementioned blacklist.

Bangkok; April 20, 2016

Thai Airways International Public Company Limited



Ms. Pongsri Prakornkaew  
Director

Purchasing & Information Technology Department (BKK1UTG)

Note: In this TOR, words indicating the singular may also include the plural and vice versa as context required.

Encl: 1. Basic Requirements for TOW BAR A350-900 (TOB 021/ Rev 00/AUG 2015) total 2 pages  
2. Form of Letter of Guarantee





**BASIC REQUIREMENTS**

for

**TOW BAR A350-900**

TOB 021

REV 00

AUG 2015

**ACKNOWLEDGEMENT**

- 1 Manufacturer shall design and manufacture to comply with the latest revision of the IATA AIRPORT HANDLING MANUAL no. AHM 910 , AHM 913 , AHM 915 and AHM 958 except mention in TG SPEC below .
- 2 The supplier / manufacturer shall mark in **YES** when your product comply to TG SPEC . If there is any non - comply item and ensure that your product is better than TG SPEC , supplier shall mark in **NO & NOTE** and shall attach detail of better feature with proposal . In case of not attach any detail , that item may not comply to TG SPEC .
- 3 The supplier / manufacturer shall attach the catalogue or document that refer to specification .
- 4 In case mark **YES** but data in catalogue is not comply , supplier shall provide document or drawing from factory to show that item was modified to comply to TG SPEC .
- 5 Supplier shall provide data or catalogue if TG recommend in each item .
- 6 Supplier shall fill data in (.....) if TG recommend at the end of any item .

MODEL of TOWBAR for this bidding : .....

**SPECIFICATION**

**COMPLIANCE**

		Item	Yes	No	Note
A.	TOW HEAD : Clamp type , Rigid tow head .	A			
B.	TOW EYE : Revolving design with damping system .	B			
C.	CONNECTING LENGTH : 4.0 - 4.5 m.	C			
D.	BODY : Steel tube constructed in one piece is preferred .	D			
E.	SHEAR BOLT :				
E1	For push , pull and torque load . AN Bolt standard is preferred .	E1			
E2	Four spare of shear bolts shall be provided .	E2			
F.	UNDERCARRIAGE :				
F1	Height adjustment shall be done by means of springs and hydraulic system . The hydraulic cylinder shall be installed on the top of the body .	F1			
F2	400 - 8 Solid tire.	F2			

**SECTION CONCERN**

**SIGN / DATE**

**FUNCTION**

USER :	<i>Royl Jittay</i> 27 AUG 15	2P.
ENGINEERING :	<i>[Signature]</i> 27 AUG 2015	2E
MAINTENANCE :	<i>[Signature]</i> 26 AUG 15	2E





# BASIC REQUIREMENTS

for

## TOW BAR A350-900

TOB 021

REV 00

AUG 2015

### SPECIFICATION (CONT.)

### COMPLIANCE

Item	Yes	No	Note
<b>G. SAFETY :</b>			
G 1 Safety lock system shall be provided , for tow head , to prevent accidental disengage while towing or pushing the aircraft .			
G 2 Retaining bolt shall be provided for retaining tow head when shear bolt are sheared .			
G 3 Solid rubber or equivalent material supporting stands shall be provided on both side of the towbar to prevent tow head or body from hitting ground .			
<b>H. PAINTING :</b> Two layers SKYDROL - resistant paint with white color .			
<b>I. MANUAL ( English language ) :</b>			
I 1 Five sets of towbar manual and one set in CD ROM per purchase . It consists of : - Operation . - Maintenance ( include tow head adjusting ) . - Illustrate part list .			
I 2 Recommended spare part and price list .			
<b>J. Primary Approval :</b>			
J 1 Towbar catalogue & full detail drawing .			
J 2 Allowable Towing Load for Shear bolt . It consist of : - Push and pull loading. - Torque loading.			

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SECTION CONCERN	SIGN / DATE	FUNCTION	PAGE 2 / 2
USER :	<i>Phil J. King</i> 27 AUG 15	2P.	
ENGINEERING :	<i>[Signature]</i> 24 AUG 2015	2E	
MAINTENANCE :	<i>[Signature]</i> 26 AUG 15	2B	



Company Name

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

No. ....

Date .....

We, ..... (Name of Commercial Bank) ..... hereby establish this of guarantee in favor of Thai Airways International Public Company Limited ("THAI") as follows :

(1) As .....(" the Contractor") has entered into contract for ..... with THAI under Contract No. .... dated ..... whereby the Contractor has to deposit with THAI earnest money as performance security for the proper and faithful performance of the Contract in the Amount of ..... (in words) ..... equivalent to five percent (5%) of the total contract value, we agree unconditionally to irrevocably guarantee as primary obligator, the payment to THAI on its first demand, without whatsoever right of objection on our part and without its first claim on the Contractor In the amount of not exceeding .....(figure) ..... (.....(in words).....) in the event of any damages, liquidated damages (penalty), expenses or if any obligations expressed in the above mentioned Contract has not been fulfilled by the Contractor.

(2) If, at any time in the course of the execution of the Contract, THAI grants a time extension, or allows 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.

(3) This Letter of Guarantee shall be valid and in full force and effect from the date of execution of the above-mentioned Contract until all obligations on the part of the Contractor have been fulfilled.

(4) We shall in no event withdraw this Letter of Guarantee for any reasons so far as the Contractor is still liable under the above mentioned Contract.

IN WITNESS WHEREOF , we .....(Name of the 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  
(.....)

\* [ ] if applicable.