# Term of Reference for repair of Servoactuator Assembly, Rudder P/N 410100-1009

1. Background

Royal Thai Air Force (RTAF) assign T-50TH for Fighter Lead-in Pilot training. Directorate of Aeronautical Engineering (DAE) would like to repair the Servoactuator Assembly, Rudder that will support the T-50TH aircraft maintenance to meet RTAF operation requirements.

2. Purpose

The Objective is to repair T-50TH Servoactuator Assembly, Rudder.

3. Qualifications of the Tenderer

3.1 The Tenderer shall be the OEM/OEM authorized repair station or FAA/EASA/ CAAT/NAA approved repair station or representative/delegation that has capabilities to perform/ conduct following scope of work.

3.2 The Tenderer shall be a juristic person subject to the law of the country where the juristic person has established his/her respective firm. The Tenderer shall not exercise or invoke any diplomatic privileges and immunities, by which the Tenderer is given rights to refuse any court trials in the Kingdom of Thailand, unless otherwise ordered by the government of the Tenderer to abrogate such privileges and immunities.

3.3 The tenderer must have a net worth of the business as follows:

3.3.1 In the case of a tenderer who is a legal entity registered for more than one year, the net worth of the business must be the difference between total assets and total liabilities as shown in the audited financial statements, which must reflect a positive value for the last year preceding the submission of the bid.

3.3.2 In the case of a tenderer who is a legal entity and has not reported financial statements, the determination of the registered capital will be considered. The tenderer must have paid up registered capital as of the date of bid submission at least 1 million baht.

3.3.3 For a single procurement with a budget exceeding 500,000 baht, in the case of an individual tenderer, the evaluation will be based on a bank account certification dated not more than 90 days prior to the bid submission, showing a remaining balance of

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at least 1,112,750 baht (one-fourth of the project or item budget for each bid). If selected as the winning bidder, the tenderer must present another bank account certification with the same value on the contract signing date.

3.3.4 If the tenderer has no net worth of the business or registered capital, or if such capital is insufficient to submit a bid, the tenderer may request a credit line, which must be at least 1,112,750 baht (one-fourth of the project or item budget for each bid submission). The credit line be from banks within Thailand or licensed financial institutions as specified by the Bank of Thailand or The credit line be from foreign bank or finance company or securities finance company that is permitted to operate commercial finance business and guarantee business according to the announcement of the foreign central bank, based on the total amount of the credit line certified by the headquarters or a branch office (if authorized by headquarters) issued to the tenderer, up to 90 days before the bid submission date.

3.4 Exception: The provisions under 3.3.1 to 3.3.4 do not apply in the following case:

3.4.1 The Tenderer is a Thai government agency.

3.4.2 A legal entity established under Thai law that is undergoing rehabilitation under the Bankruptcy Act (No. 10) B.E.2561.

**4. Scope of Work**

4.1 The components detail as following section

| Nomenclature | P/N | S/N | Remark |
|---|---|---|---|
| Servoactuator Assembly, Rudder | 410100-1009 | 1237FC0214 | Incorrect Operation |

4.2 Servoactuator Assembly, Rudder need to be inspected/evaluated the current condition and identify any signs of wear, damage or malfunction and provide the teardown/detailed inspection report.

4.3 Servoactuator Assembly, Rudder need to be repaired/replaced the damaged part follow the applicable Component Maintenance Manual.

4.4 Replace consumable and hardware applicable to related maintenance manual.

4.5 Perform Servoactuator Assembly, Rudder functional test and provide test report.

4.6 For the replacement parts, the contractors have to replace with new parts

4.7 Other requirements

4.7.1 The Components have to perform/comply with the latest TCTO, Airworthiness Directive, Alert/Mandatory service bulletins and Safety service bulletins.

4.7.2 The Repaired components must have FAA Form 8130-3 or EASA Form 1 In cases where certification documents are received in accordance with CAAT standards or other

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international aviation organizations, it is mandatory to provide certification documentation from the manufacturer and obtain approval from the contracting party.

4.7.3 Firm-Fixed-Price (FFP) contract.

4.7.4 Repair station must be OEM/OEM authorized repair station or FAA/EASA /CAAT/NAA approved repair station.

**5. Delivery**

5.1 Within 18 months after the Tenderer receives the Components.

5.2 Term of Delivery

5.2.1 Applicable Terms of Delivery when RTAF sends to the Tenderer shall be FCA (Free Carrier) Air Supply Division, Bangkok, Thailand in accordance with INCOTERMS 2020.

5.2.2 Applicable Terms of Delivery when the Tenderer sends to RTAF shall be CIP Suvarnabhumi Airport, Thailand in accordance with INCOTERMS 2020.

**6. Selection Criterion**

Price criterion is used to determine this procurement evaluation.

**7. Budget Framework**

Fiscal Year 2570 BE Budget 4,451,000 Thai Baht.

**8. Term of Payment**

The government will pay the repair components which include all taxes and expenses to the contractor. The payment is divided into two installments as follows:

8.1 1st installment is paid at the rate of 80 percent of the contract amount. When the components have been repaired there is evidence showing that it is ready to be transported back.

8.2 2nd installment is paid at the rate of 20 percent of the contract amount. When the components have been accepted by the Acceptance Committee.

**9. Penalty**

Set a penalty each day at 0.01% of the price of such work but shall not be lower than 100 baht per day.

**10. Warranty**

The Tenderer shall provide warranty period of the product under the contract for a period of at least 1 (one) year or 500 Flight Hours whichever occurs first from the following date that the "Certificate of Acceptance" is issued.

**11. Other Requirements**

11.1 The Tenderer shall provide the delivery plan within 30 days from the date of the contract or purchase order signing.

11.2 Documents in accordance ...

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11.2 Documents in accordance which are issued outside the Kingdom of Thailand and are submitted to the RTAF Selected Procurement Committee as part of the Tender, shall be signed by the authorized person on his personal behalf, or on behalf of the company or juristic person. These documents shall be reviewed and certified by the following officials in accordance with either Clause 11.2.1 or 11.2.2 and will be deemed as a legible document.

11.2.1 Review and certification of documents shall be accomplished in the following order:

11.2.1.1 An authorized official of the Ministry of Foreign Affairs of the Tenderer's country or Notary Public or other authorized parties as prescribed by applicable laws of tenderer's country.

11.2.1.2 An official who has been authorized to certify signature on behalf of the Royal Thai Embassy or the Royal Thai Consulate situated in or accredited to the Tenderer's country.

11.2.1.3 An official who has been authorized to certify signature on behalf of the Ministry of Foreign Affairs of the Kingdom of Thailand.

11.2.2 In case that the documents are not reviewed and certified by the aforementioned authorities in Clause 11.2.1, these documents shall be reviewed and certified by authorities in the following order:

11.2.2.1 An official who has been authorized to certify signature from the Embassy or its Consulate of the Tenderer's country situated in the Kingdom of Thailand (in case that the authorized signatory signs the documents in person at the Embassy or its Consulate of the Tenderer's country situated in the Kingdom of Thailand).

11.2.2.2 An official who has been authorized to certify signature on behalf of the Ministry of Foreign Affairs of the Kingdom of Thailand.

11.2.3 If the documents are written in foreign language(s) (preferably English), such documents must be translated to Thai by a registered translator who has been duly certified.

11.3 This procurement shall be deemed complete and binding only upon receipt of budget approval. Should budget approval not be granted, Directorate of Aeronautical Engineering (DAE) reserves the right to cancel this procurement at its discretion. The tenderer has no right to claim compensation, damages, or any other remedy whatsoever as a result of such cancellation.

12. Unit Responsibilities ...

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**12. Unit Responsibilities**

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ประธานกรรมการจัดทำร่างขอบเขตของงาน ฯ

อนุมัติให้ใช้เป็นขอบเขตของงานฯ สำหรับงานจ้าง

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