

## บันทึกข้อความ

n.9 nur. (sa.) 960/2566	วันที่	มกราคม ๒๕๖๖
รายงานขอซื้อขอจ้าง		
อก.บษ.(ก๒) ผ่าน รก.บษ.(ก๒)		

ด้วย กองบำรุงรักษา การไฟฟ้าส่วนภูมิภาค เขต ๒ (ภาคกลาง) จ.ชลบุรี**มีความประสงค์จะ** ซื้อProtocol Analyzer Test Set Complete with Software and Portable Computer ตามแผนงานสนับสนุนการดำเนินงาน ระยะที่ ๕ ปี ๒๕๖๖ โดยวิธีเฉพาะเจาะจง ซึ่งมีรายละเอียด ดังต่อไปนี้

- เหตุผลความจำเป็นที่ต้องซื้อ
   จัดซื้อตามแผนงานสนับสนุนการดำเนินงานระยะที่ ๕ ปี ๒๕๖๖
- ๒. รายละเอียดของพัสดุรายละเอียดตามเอกสารแนบ
- ๓. ราคากลางของพัสดุที่จะซื้อจำนวน ๒๙๙,๖๐๐.๐๐ บาท (สองแสนเก้าหมื่นเก้าพันหกร้อยบาทถ้วน)
- ๔. วงเงินที่จะซื้อ

เงินงบประมาณจากรายได้ของหน่วยงาน จำนวน ๒๙๙,๖๐๐.๐๐ บาท (สองแสนเก้าหมื่นเก้าพันหก ร้อยบาทถ้วน)

- ๕. กำหนดเวลาที่ต้องการใช้พัสดุนั้น หรือให้งานนั้นแล้วเสร็จ กำหนดเวลาการส่งมอบพัสดุ หรือให้งานแล้วเสร็จภายใน ๑๘๐ วัน นับถัดจากวันลงนามในสัญญา
- วิธีที่จะซื้อ และเหตุผลที่ต้องซื้อ

ดำเนินการโดยวิธีเฉพาะเจาะจงเนื่องจากการจัดซื้อจัดจ้างพัสดุที่มีการผลิต จำหน่าย ก่อสร้าง หรือให้ บริการทั่วไป และมีวงเงินในการจัดซื้อจัดจ้างครั้งหนึ่งไม่เกินวงเงินตามที่กำหนดในกฎกระทรวง

- ๗. หลักเกณฑ์การพิจารณาคัดเลือกข้อเสนอการพิจารณาคัดเลือกข้อเสนอโดยใช้เกณฑ์ราคา
- ๘. การขออนุมัติแต่งตั้งคณะกรรมการต่าง ๆ

คณะกรรมการตรวจรับพัสดุ

๑. นายชนาวุธ หาญยุทธประสิทธิ์

ประธานกรรมการฯ

วศก. ๖ ผรล.กบษ.(ก๒)

๒. นายวิทวัส กลิ่นหอม

กรรมการ

วศก. ๖ ผรล.กบษ.(ก๒)

พชง. ๖ ผรล.กบษ.(ก๒)

อำนาจและหน้าที่

ทำการตรวจรับพัสดุให้เป็นไปตามเงื่อนไขของสัญญาหรือข้อตกลงนั้น

จึงเรียนมาเพื่อโปรดพิจารณา หากเห็นชอบขอได้โปรด อนุมัติให้ดำเนินการ ตามรายละเอียดในรายงาน ขอซื้อดังกล่าวข้างต้น

Ban

(นางสาวชุติมา เกียรติเสวี)

भव. इत. 13 अ.म. १५

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รก.บษ.(ก.2) รักษาการแทน อก.บษ.(ก.2)
2 3 ม.ค. 2566



# บริษัท ยูนิเพาเวอร์ เอ็นยีเนียริ่ง จำกัด UNIPOWER ENGINEERING CO., LTD.

**Provincial Electricity Authority C.2** 

January 17, 2023

47 1 Moo 3 Prayasajja Kiri Rd, Samet, Chon Buri District, Chon Buri 20000, Thailand Tel. 086-648-5678 E:mail; chaichana.uaa@pea.co.th

Attention: Khun Narin Kijcharroenwarakul Assistance Manager Maintenance Division

Our Ref. OM121(9)-052B/281020

Dear Sir,

As requested by you, we are pleased to offer you as follows:-

Manufacturer:

OMICRON Electronics GmbH, Austria

**Specifications:** 

<u>Item</u> <u>Oty</u> <u>Description</u>

1 1 Set

IEDScout - Standard single license

Browser software for IEC 61850 devices Online activation via license server

Operating system Windows 7 or higher required

Total Special Price Baht 399,000. (Excl. VAT)

Total Special Price Baht 280,000.- (Excl. VAT)

Total Special Price Baht 299,600.- (Incl. VAT)

Prices:

The above prices are to be understood for delivery to your warehouse in Chon Buri

including import duty.

**Delivery**:

Within 30 days counted from the date of signing the purchase contract.

Payment:

After acceptance of the goods according to PEA payment conditions.

Validity:

This offer remains valid for 60 days as from January 17, 2023.

Warranty:

1 year after delivery.

Contact person

Yours faithfully.

UNIPOWER ENGINEERING CO., LTD.

Yanawut Chatchawarlyanggool

Yanawut Chatchawarlyanggool

Sales Engineer Mobile: 095-512-9995

12 THETSABANNIMITTAI RD., LADYAO, CHATUCHAK BANGKOK 10900, THAILAND

TEL: [66 2] 9538020-3 FAX: [66 2] 9538024 E-mail: <u>unipower@ksc.th.com</u>



O M I C R O N electronics Asia Limited

Unit 2812-19, 28/F
The Metropolis Tower
10 Metropolis Drive
Hung Hom, Kowloon
Hong Kong
Tel. +852 3767 5500
Fax +852 3767 5400
E-mail: info.hongkong@omicronenergy.com
www.omicronenergy.com

To Whom It May Concern,

#### **Authorization Letter**

Hong Kong, 2020-04-24

Dear Sir/Madam,

We, OMICRON electronics Asia Limited, would like to clarify that we have an exclusive distributorship within the territory and market of Thailand, which is **Unipower Engineering Co., Ltd.** ("Unipower") having address at:

12 Thetsabannimittai Rd Ladyao, Chatuchak 10900 Bangkok Thailand

Unipower has been the exclusive distributor of Omicron since 01 January 2004 until now. In order to assure your benefits with OMICRON's product, we have also provided support and certified the trainer on our exclusive partner on the product related training and technical services, as to ensure after-sales services will be delivered appropriately and locally

Please let us know if you have any further queries, where we could attend and support immediately.

Yours faithfully,

For and on behalf of OMICRON electronics Asia Limited

William Yn

William Yu Regional Manager, Asia

#### DISTRIBUTION AGREEMENT

This Distribution Agreement ("Agreement") is made on 13 October 2003, effective as of 1st January 2004 ("Effective Date"), by OMICRON electronics GmbH, an Austrian company ("OMICRON"), and UNIPOWER Engineering Co. Ltd., a Thai company ("Distributor", "You" or "Your").

OMICRON develops and manufactures for sale certain Products primarily used by electric utilities and other industries to test component parts of electric systems; OMICRON wants to give You, and You want to acquire from OMICRON, certain rights to distribute the Products in Your Territory;

OMICRON and You ("Party or Parties") agree as follows:

Section 1. Your Distribution Rights. Subject to the other provisions of this Agreement, OMICRON gives You the right to:

- (i) act as OMICRON's exclusive distributor of the Products in Your Territory;
- (ii) purchase Products for sale in Your Territory at a predetermined discount off the prices published by OMICRON (such prices are subject to change); and
- (iii) use OMICRON's Trademarks in Your Territory in connection with Your marketing of OMICRON's Products.

#### Section 2. Your Distributor Duties: You must:

- (a) actively promote the sale of the Products in Your Territory including visit to customers and potential customers, selected conferences and trade shows, conduct seminars and other educational activities; and provide OMICRON with all information requested by OMICRON concerning the sale of Products in Your Territory;
- (b) follow the selling policies adopted by OMICRON for Products, as soon as OMICRON notifies You of such policies or of changes in such policies;
- (c) resell the Products only under OMICRON's Trademarks, unless directed otherwise by OMICRON;
- (d) advertise the Products in Your Territory and conform all advertising and publicizing of Products with OMICRON's current advertising policies; provide to OMICRON copies all advertising or promotional materials which use OMICRON's Trademarks or which contain any reference to OMICRON or its products (if such items were not provided by OMICRON) to obtain OMICRON's prior written consent to the use, issuance or publication of all such materials or information;
- (e) inform OMICRON of any orders or inquiries for the Products received from customers or potential customers who are <u>outside</u> Your Territory;
- (f) pay promptly all Your costs and expenses arising from Your Obligations under this Agreement;
- (g) within thirty (30) days after the end of each calendar quarter, provide to OMICRON a sales report showing Your projected and actual sales of the Products during such prior quarter, which report must describe the promotional activities You carried on during such prior quarter;

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### "Distributor

Territory":

means the territory of Thailand

- (b) This Agreement embodies and supersedes all of the understandings and agreements between the Parties relating to the subject matter of this Agreement.
- (c) This Agreement shall not be modified except by written instrument executed by duly authorized representatives of the respective Parties.
- (d) A waiver by either of the Parties of any term, condition or covenant in this Agreement will not constitute a waiver of any other term, condition or covenant and will not constitute a waiver of a similar later breach.
- (e) The headings of the clauses in this Agreement are for the purposes of reference only and will not be deemed to restrict or affect the meaning or application of any provision in this Agreement.
- (f) The illegality or unenforceability of any provision of this Agreement will not affect the remaining provisions of this Agreement.
- (g) Any debts owing by You to OMICRON under this Agreement or any other agreement or relationship between the Parties, and any debts which may be collected from You by OMICRON, may be applied by OMICRON in satisfaction of any and all of Your obligations to OMICRON under this Agreement or any other agreement or relationships between the Parties. OMICRON may deduct any amounts due and payable by You to OMICRON from any amounts due and payable by OMICRON to You.
- (h) Orders and other documents presented by or for You in connection with transactions pursuant to this Agreement shall not include conditions and terms prohibited or penalized by any applicable law or regulation.
- (i) Each of the Parties represents and warrants that (i) it has full authority to enter into and perform this Agreement, according to all of the terms and conditions contained in this Agreement; (ii) entering into and performing this Agreement will not result in a violation of its charter, bylaws, regulations or other similar constating instruments, or any currently effective resolutions of its directors, managers, shareholders or members and (iii) the execution or delivery of this Agreement and the fulfillment or compliance with the terms and provisions of this Agreement will not result in a breach, default or violation of the terms, conditions or provisions of any material agreement, instrument, order, judgment or decree to which it is a party.

The Parties have executed this Agreement on the first date set forth.

OMICRON electronic GmbH "OMICRON"

and

Name: Marc Andreas Vogg

Title: Regional Manager

UNIPOWER Engineering Co. LTD "Distributor", "You" and "Your"

Name: Sousan Kaewchairak Title: Managing Director Address for Notices:

Oberes Ried 1, 6833 Klaus, Austria

Telecopier No.: +43 (5523) 507 999

Address for Notices: 12 Thetsabannimittai Road Ladyao, Chatuchak Bangkok 10900

Telecopier No.:

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