THAI CARGO

Call for Expression of Interest (EOI)
Appointment of General Sales and Services Agent (GSSA)

Thai Airways International Public Company Limited (THAI) invites qualified companies to submit an Expression of Interest (EOI) for appointment as General Sales and Services Agent (GSSA) representing THAI Cargo in the following markets:

- Hong Kong (HKG), Hong Kong Special Administrative Region of the People's Republic of China

As Thailand's national carrier, THAI Cargo continues to strengthen its presence in strategic cargo markets across Asia, supporting the development of international trade and logistics connectivity through THAI Cargo's global network.
The appointed GSSA will represent THAI Cargo in the respective market and will be responsible for developing and promoting airfreight business in alignment with THAI Cargo's commercial strategy and expanding cargo opportunities across THAI Cargo's global network.

Scope of Responsibilities

The appointed GSSA will be expected to:

- Develop and expand THAI Cargo sales in the local market
- Build and maintain strong relationships with freight forwarders, shippers, and logistics partners
- Promote THAI Cargo products and services within the market
- Support booking coordination and cargo capacity utilization
- Provide market intelligence and commercial insights
- Ensure service quality and compliance with international air cargo regulations and standards

Cargo Commodities

The GSSA should have experience in handling a wide range of cargo commodities including, but not limited to:

- General cargo
- Special Cargo
- Machinery and industrial equipment
- Project cargo
- Sensitive cargo
- Dangerous Goods (DGR)

And etc

Minimum Qualifications

Interested companies should meet the following criteria:

- Legally registered entity in the respective local market
- Proven experience in international air cargo sales and marketing
- Strong relationships with freight forwarders and logistics partners
- Sound knowledge of international airfreight operations and industry practices
- Demonstrated capability to grow cargo revenue and market share
- Operational capability, including office presence and qualified personnel in the local market
- Adequate financial capacity to support the performance of GSSA operations

Further detailed are specified in the Terms of Reference (TOR)

Submission Requirements
Interested companies are invited to submit:

- Company profile
- Expression of Interest (EOI) letter
- Description of relevant cargo experience
- A copy of the latest Company Registration Certificate (or Certificate of Incorporation), issued within the last six (6) months, indicating the year of incorporation and the registered capital.
- Audited financial statements covering at least the past three (3) years (2023-2025), demonstrating the Applicant's financial stability. Please refer to Clause 2.4 of the TOR
- Contact details of the designated contact person

Submissions must be sent no later than:
16 AUGUST 2026 (End of Day, Bangkok Time) to: cargogssa@thaiairways.com

THAI Cargo appreciates your interest and looks forward to receiving proposals from qualified partners who can support the continued growth of THAI Cargo's global network.

Veera-anong Pookgaman
Head, Cargo & Mail Commercial

Cargo and Mail Commercial
Thai Airways International Public Company Limited

TERMS OF REFERENCE

For the Selection of

Cargo General Sales & Services Agent (GSSA)

Version: 16 MAR 2026

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1. Objectives

THAI issued this request to invite potential bidders who consider themselves capable of providing GSSA services to submit in writing a proposal for this objective.

"THAI"	means Thai Airways International Public Company Limited
"GSSA"	means General Sales and Services Agency
"MGR"	means Minimum Guaranteed Revenue

This Terms of Reference is issued solely for the purpose of inviting proposals and does not constitute an offer, promise, or commitment by THAI to appoint any bidder. THAI shall not be obligated to proceed with the selection or appointment of any GSSA.

2. Qualification of a Bidder

The bidder shall have the following qualification:

2.1 Having its own office in the selection city

2.2 Having its registered legal entity in the local market and must have been engaged in the air cargo transportation industry for a period of not less than 3 (three) years prior to the proposal submission date.

2.3 Having authorized access to perform GSSA services at the Airports under GSSA's own expenses.

2.4 Secure financial status, as demonstrated by the bidder's audited financial statements submitted under this TOR. In the event that THAI determines that the bidder's financial status is insufficient, THAI reserves the right to request a guarantee or other form of financial support from the bidder's parent company (if any), in a form and substance acceptable to THAI, to support the bidder's financial standing under this TOR (the "**Parent's Guarantee**"). In such case, the bidder shall also provide the financial statements of the guarantor.

2.5 Having a paid-up registered capital not less than 200,000 USD (Two Hundred Thousand US Dollars) or its equivalent in any other currency.

2.6 Good business performance, as evidenced by the bidder's maintenance of its own office and continuous operations for a period of not less than three (3) years as at the proposal submission date.

2.7 Sufficient experience in the cargo industry with good reputation.

2.8 Operational readiness, e.g. availability of office premises, qualified staff and required license.

2.9 No conflict of interest to THAI and must not have any joint interest with any other bidder as of the proposal submission date. For the purpose hereof, the term "joint interest" shall mean any relationship in terms of management, shareholding, or any cross-relationship between management and shareholding.

2.10 The bidder shall not have a history or record of ever being in default or have a potential default under any contract with THAI (no matter whether THAI has issued notice of such default or not) or with any government agency or state-owned enterprise.

2.11 The bidder shall not be a party who has previously terminated a contract with THAI prior to its expiration without reasonable cause.
2.12 The bidder shall not be a party who has previously been selected by THAI but failed to enter into a contract or agreement.
2.13 The bidder shall not be a juristic person who is involved in any legal dispute or have any outstanding debts with THAI.
2.14 The bidder shall not be a person or entity that is insolvent, bankrupt or in the process of dissolution or liquidation.
2.15 The bidder must not be listed on THAI's blacklist or any list of prohibited persons or trading partners.
2.16 The bidder shall ensure that all qualifications and representations remain true, complete, and accurate throughout the selection process and the contract term. Any material change shall be promptly disclosed to THAI in writing. Failure to disclose shall constitute grounds for disqualification or termination.

3. <u>Scope of work</u>

The scope of work of the appointed GSSA shall include but not be limited to, the following for and on behalf of THAI:

3.1 Selling THAI's cargo and mail products including cargo transportation on THAI networks.
3.2 Making cargo and mail reservation as instructed.
3.3 Managing AWB stock control as instructed.
3.4 Supervising and coordinating with Ground Handling Agent(s) (GHA) the overall operations of cargo and movement related to export, transit, and import in the assigned territory/territories to ensure smooth handling of the cargo and mail.
3.5 Being responsible for advertising and promoting THAI brand image in the assigned territory/territories under supervision of THAI.
3.6 Promoting interline sales on THAI flights to fill the available space on certain authorized routes. Any occurred expenses related to interline sales and handling activities (Transfer, storage, rescreening etc.) shall be borne by GSSA.
3.7 Supervising, managing and coordinating Unit Load devices (ULDs) control for THAI.
3.8 Act as THAI's representative in coordinating with local authorities and relevant organizations, as required by duties and/or upon THAI's request.
3.9 Other assignment regarding to THAI activities.

Please note that the above is subject to, among others, the following conditions:

(a) Any adjustment of selling rates shall be subject to consideration by the Cargo Pricing Committee in accordance with THAI's policy.
(b) Road feeder costs shall be borne by the GSSA, unless arising from unforeseen circumstances beyond the reasonable control of GSSA or otherwise agreed.

4. Bid Deposit

The bidder is required to submit a Bid Deposit together with the bid submission. The Bid Deposit shall be in the form of cash (in USD) provided to THAI not less than 3 (three) business days prior to the bid submission date via remittance to the designated bank account, details of which as shown below:

Bank Name:	Kasikornbank Public Company Limited, Sanam Pao Branch
Bank Address:	1019/15 Phahon Yothin Road, Khwang Sam Sen Nai, Khet Phaya Thai, Bangkok 10400
Account Name:	Thai Airways International Public Company Limited
Account Number:	(USD) 029-9-20077-9
Swift Code:	KASITHBK

The value of the Bid Deposit must be not less than USD 15,000 (Fifteen Thousand US Dollars Only), and any bank charge incurred shall be borne by the bidder.

If a bidder is selected as the Cargo General Sales and Services Agent, THAI shall issue a formal written notice to the successful bidder confirming its selection and appointment as the Cargo General Sales and Services Agent (the "**Appointment Letter**"). For the avoidance of doubt, the successful bidder shall be required to enter into a definitive cargo GSSA appointment agreement with THAI (the "**GSSA Agreement**").

After the selection of the awarded bidder, THAI will return the Bid Deposit to the non-awarded bidder. The return period will depend on THAI's internal policy.

In the event that the awarded bidder:

- Withdraws the bid; or
- Fails to enter into a contract within the period specified by THAI; or
- Fails to submit the required Bid Deposit per above details or bank guarantee, Parent's Guarantee (if required) or cash security deposit as required under the GSSA Agreement; or
- Fails to commence operations on the Effective Date as stipulated in the Appointment Letter (or the GSSA Agreement, once executed).

THAI reserves the right to immediately confiscate the Bid Deposit without prior notice.

The Bid Deposit of the awarded bidder will be returned after the GSSA Agreement has been completely signed by the awarded GSSA and THAI and the required bank guarantee, Parent's Guarantee (if required) or cash security deposit as required under the definitive GSSA appointment agreement has been provided to THAI.

In all cases, the Bid Deposit shall be returned without interest.

5. Terms and Conditions

For the avoidance of doubt, following the issuance of the Appointment Letter and prior to the execution of the GSSA Agreement, if any services are to be provided during the interim period, the relationship between the parties, and their respective rights and obligations, shall be governed by, and subject to, the terms and conditions set out in this TOR and the Appointment Letter.

5.1 The GSSA shall commence operations on the date specified in the GSSA Agreement, unless specified otherwise by THAI.

5.2 The GSSA Agreement shall have a term of 3 (three) years. In the event that the GSSA fails to comply with or breaches any term, condition, or obligation stipulated in the Appointment Letter and/or the GSSA Agreement, THAI reserves the right to terminate the Appointment Letter and/or the GSSA Agreement immediately, without prior notice.

5.3 Without prejudice to Clause 5.2, the Company reserves the right to terminate the Appointment Letter and/or the GSSA Agreement for any reason (including without cause) by giving the GSSA not less than sixty (60) days' prior written notice. In such event, the GSSA shall not be entitled to claim any compensation, damages, or losses of any kind from THAI.

5.4 Remuneration will be based on MGR which will be negotiated between THAI and the awarded bidder and specified in the GSSA Agreement, unless specified otherwise by THAI.

5.5 The terms of this TOR, including all attachments and clarifications (if any), shall be included to and/or form an integral part of and/or be incorporated into the GSSA Agreement to be executed between THAI and the awarded bidder.

6. Bank Guarantee or Cash Security Deposit

6.1 Being able to provide the bank guarantee, Parent's Guarantee (if required) or cash security deposit (as designated in the Appointment Letter and/or the GSSA Agreement) in an amount not less than 2 (two) times the monthly Minimum Guaranteed Revenue (MGR).

6.2 The bank guarantee, Parent's Guarantee (if required) or cash security deposit must be submitted to THAI at least 15 (fifteen) days before the date earlier to occur of the commencement date or effective date specified in the GSSA Agreement and the bank guarantee or Parent's Guarantee (if required) shall be valid or the cash security deposit shall be kept with THAI throughout the term of the GSSA Agreement and shall be released upon the expiration of the service period under the GSSA Agreement.

6.3 If the GSSA is unable to provide a valid bank guarantee or Parent's Guarantee (if required) as specified in the GSSA Agreement, then, during the interim period pending the provision of such valid bank guarantee or Parent's Guarantee (if required), GSSA shall provide cash security deposit of an amount equivalent to 2 (two) months of submitted MGR until GSSA completely process the valid bank guarantee or Parent's Guarantee (if required).

6.4 In the event that production is revised or increased, resulting in an increase of the MGR, GSSA shall provide either new or revised bank guarantee or Parent's Guarantee (if required) to replace the existing bank guarantee or Parent's Guarantee (if required) or provide top up to the cash security deposit as applicable within 15 (fifteen) days from the date such increase becomes effective, without the need for prior notice from THAI.

In all cases, the bank guarantee or Parent's Guarantee (if required) and/or the cash security deposit shall be returned in accordance with the terms of the GSSA Agreement without interest.

THAI reserves the right to make demand under the bank guarantee or Parent's Guarantee (if required) or confiscate the cash security deposit in accordance with the terms of the GSSA Agreement without prior notice, which includes in case the GSSA fails to duly perform its obligations under the GSSA Agreement.

7. <u>Application for Bidding</u>

The bidders shall submit a proposal consisting of, including but not limited to, the following information:

7.1 Technical aspects (Envelope One)

- Company background/profile attached with a proof of company profile: Affidavit, Certificate of Incorporation duly notarized by the notary public
- Bidder's experience including names of airline/airlines represented and/or currently representing
- Bidder's company network and organizational structure
- Bidder's company annual turnover for the past three (3) years
- Bidder's (and, if requested by THAI pursuant to item 2.4 of this TOR, the guarantor's) Financial statement during the last 3 (three) years: 2023, 2024, 2025, comprising Balance Sheet, Income Statement, Cash Flow statement and Note to Financial Statement certified by the auditor company. (English version, under the name of the bidder's company only)
- A letter from the Bidder's parent company confirming the provision of Parent's Guarantee in accordance with the terms of the GSSA Agreement (in case requested by THAI pursuant to item 2.4 of this TOR)
- Evidence that the required amount of Bid Deposit has been paid to THAI
- Duly completed THAI questionnaire in Form One

7.2 Pricing, Sales aspects & Marketing (Envelope Two)

- Proposed guarantee revenue per year in U.S dollars and local currency
- Proposal of reasonable selling rates to achieve the revenue target
- Market information, proactive and achievable business plan including revenue projection/commitment
- Duly completed THAI questionnaire in Form Two

7.3 Form one and Form two shall be completed accurately and truthfully in all respects and must be submitted in two formats:
- Excel version submitted via the designated email addresses as specified below.
- PDF version, which must be duly signed and stamped with the company seal, submitted via the same email addresses.

7.4 The original signed and stamped hard copies of both forms (refer 7.3) must be physically submitted to THAI, clearly labeled and sealed. Envelope One (Technical Data) and Envelope Two (Marketing and Sales Data) must be stamped with delivery date and submitted to the address below no later than the date specified in the invitation letter:

BKKNA-ATG – Cargo and Mail Sales Department
Attn. Mr.Warytt Piromrat
Thai Airways International Public Company Limited.
Suvarnabhumi International Airport,
TG OPC Bldg., 6th Floor
333 Moo 1, Nong Prue, Bangphli,
Samut Prakarn 10540, Thailand.
Email: cargogssa@thaiairways.com
Telephone: 02-137-4088

7.5 Submissions received after the specified deadline shall not be accepted.

7.6 The Envelope Two (Pricing, Sales aspects & Marketing) will be opened for consideration only if the bidder has successfully passed the Technical requirements (Envelope One). The contents in Envelope Two will be considered as a tender for revenue commitment.

THAI retains the discretion to invite bidders to give a presentation to the GSSA Selection Committee at a venue to be determined by THAI, including THAI's office in Bangkok, Thailand, or via electronic means. The bidders shall prepare the required information as stated above in two envelopes, one for Technical aspects (Envelope One) and the other for Pricing, Sales aspects & Marketing (Envelope Two).

8. Validity Period of Proposal

The bidders agree to keep the proposal submitted per clause 7 above, including the proposed guarantee revenue valid for a period of not less than 120 (one hundred and twenty) days from the proposal submission date. Failure to maintain the terms of the proposal, including the proposed guarantee revenue for the specified period shall be deemed a breach of conditions, and THAI reserves the right not to consider such proposal.

Furthermore, during the proposed guarantee revenue validity period, the bidders shall not withdraw, cancel, amend, or modify the proposed guarantee revenue and shall execute the GSSA Agreement contract with THAI within the period prescribed in the Appointment Letter (120 days).

9. Reservation of Rights

The bidders agree and accept that THAI has the absolute right as follows:

9.1 THAI shall neither be liable nor required to elaborate any criteria that THAI uses for the evaluation.

9.2 THAI reserves the right not to consider proposals submitted by bidders who have joint interests, conflicts of interest, or overlapping interests, and may cancel the selection process or disqualify any bidder if any dishonest acts, collusion in the submission of proposals, or obstruction of the bidding process are discovered; THAI shall have the sole and absolute discretion to select the bidder(s) and to cancel this selection process, in whole or in part, for the best interest of THAI, and THAI's decision shall be final and binding, with no bidder entitled to claim any compensation or damages whatsoever, and any bidder found to have acted dishonestly shall be subject to penalties as if such bidder were a contractor who has abandoned works.

9.3 THAI reserves the right to reject any proposal, in its sole decision, without any liability.

9.4 THAI reserves the exclusive and non-negotiable right to impose and apply its standard GSSA Agreement template, which shall be mandatorily used for all Cargo GSSA stations, strictly without amendment, modification, or addition of any kind~~.~~

9.5 THAI reserves the right to confiscate the Bid Deposit if the awarded bidder fails to duly perform in accordance with the agreed terms, or to terminate the Appointment Letter after the award has been announced.

9.6 THAI is not bound to provide any reasons for accepting or rejecting any of the proposal submitted.

9.7 THAI reserves the right to request any bidders for further clarification and/or discussion.

9.8 THAI reserves the right to dismiss or disqualify any bidders and/or otherwise discontinue this selection at anytime without any liability whatsoever or howsoever.

9.9 THAI reserves the right to grant space allocation and selling rates to the awarded bidder as deemed appropriate.

9.10 THAI reserves the right not to select the bidder offering the highest benefit and reserves the right to consider other proposal elements as part of the evaluation.

9.10.1 In the event that the bidder offering the highest benefit proposes a benefit level that is reasonably expected to be impracticable or unsustainable for contract performance, the Evaluation Committee shall require such bidder to provide clarification together with supporting commercial and financial calculations. Such clarification shall be based on credible assumptions and factors including, but not limited to:
(a) current traffic and demand,
(b) capacity (service capability or available transport capacity), and
(c) market yield.
The purpose of such clarification is to demonstrate that the bidder is capable of performing the contract successfully. If

the clarification is deemed unsatisfactory, THAI reserves the right to reject the proposal.

9.11 THAI reserves the right not to consider any bidder who have a history or record of ever being in default or have a potential default under any contract with THAI (no matter whether THAI has issued notice of such default or not) or with any government agency or state-owned enterprise.

9.12 THAI reserves the right to disqualify and not consider any bidder whose contract with THAI has previously been terminated for default or breach of contract.

9.13 Any awarded bidder who fails to execute a contract or agreement within the prescribed timeframe shall be deemed that such bidder is in breach of or defaulting under a contract with THAI.

9.14 In the event that a bidder is found to have submitted forged documents or provided false or misleading information as part of the bid submission, THAI reserves the right not to consider the bidder's proposal and may impose sanctions or penalty on such bidder as if the bidder were in breach of or defaulting under a contract with THAI.

If, after awarded, it is determined that the awarded bidder submitted forged documents or false or misleading information in connection with the bid submission, THAI reserves the right to immediately terminate the GSSA Agreement or contractual relationship and to pursue all available civil and criminal remedies for any damages incurred.

9.15 In the event that a bidder, whether a juristic person or an individual, is under consideration by THAI to be declared in breach of or defaulting under a contract with THAI and is subsequently declared by THAI to be in breach of or defaulting under a contract with THAI, such bidder shall be deemed disqualified from the selection and from entering into any future contract or agreement with THAI.

9.16 THAI reserves the right to claim damages from any awarded bidder who fails to commence the work within the prescribed timeframe and/or in accordance with the conditions specified in [the Appointment letter/the GSSA Agreement].

9.17 THAI reserves the right to amend, modify, or supplement the provisions of this TOR at any time, without being liable for any damages or losses that may be incurred by the bidder as a result thereof.

10. <u>Personal Data Protection</u>

In case the bidder, or its representatives, staff, employees, or personnel, has the obligation to process personal data of passengers, employees or customers of THAI, the bidder shall have to strictly comply with the Personal Data Protection Act B.E. 2562 (2019)(PDPA), the General Data Protection Regulation of the European Union (GDPR) and other data protection laws.

The awarded bidder shall have to sign "The Data Processing and Transfer Agreement" with THAI.

https://thaiair.thaiairways.com/procurementThai/_new/pages/pdpa.jsp

11. <u>Confidentiality</u>

This Terms of Reference and all information contained herein and all other concerned information which revealed by the bidders to THAI, are confidential. The bidders and its staff shall not disclose this information to any third persons or organizations and shall not use such information for any other purposes than for rendering services to THAI, without prior written permission from THAI.

Acknowledgment of TOR

We, the undersigned, hereby acknowledge that we have received, read, and fully understood this Terms of Reference (TOR) for the selection of Cargo General Sales & Services Agent (GSSA) issued by THAI, and agree to comply with all the terms and conditions set forth therein. We further acknowledge and agree that, if selected, we (as the bidder) shall be required to enter into an appointment agreement as GSSA with THAI within the timeframe prescribed by THAI. Such agreement shall constitute the sole and legally binding document governing the rights, duties, obligations, and liabilities of THAI and us in relation to the subject matter.

Signature: ____________________________

Name: _________________________Position: _________________________

Company Name: _______________________Company Stamp: ___________

Date: ____________________