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ไทยแลนด์ เบอร์มา บอร์ดเดอร์ คอนซอร์เตียม  
**THAILAND BURMA BORDER CONSORTIUM**

12/5 ถนนคอนเวนต์ ซี่ลม กรุงเทพฯ 10500 โทร. 02-238-5027-8 แฟกซ์ 02-266-5376  
12/5 Convent Road, Bangrak, Bangkok 10500, Tel: 02-238-5027-8, Fax: 02-266-5376  
E-mail: [procurement@tbbc.org](mailto:procurement@tbbc.org)

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

To: \_\_\_\_\_(Company)

\_\_\_\_\_ (Address)

\_\_\_\_\_

**INVITATION TO TENDER**  
**Beans-2010-August**

**Mung Bean for Consumption of 1 August - 31 October 2010**  
**For Site 1 Refugee Camp, Mae Hong Son Province**  
**and Tham Hin Refugee Camp, Ratchaburi Province**

The Thailand Burma Border Consortium (TBBC), the “**Buyer**”, invites your, the “**Seller’s**”, firm offer for the supply of **Mung Beans, split without husks**, in accordance with the following conditions:

- **Quality:** The minimum quality of the **mung beans** to be delivered by the **Seller** is:
  1. Green mung beans, split without husks. The standard specification of mung beans split without husks, to be determined by Inspection Company, is shown in the below Table.

Standard Specification of Mung Beans	Maximum % by weight
1. Shall be sound seeds, and there should be:	
1.1 Total defective seeds <i>[total a) + b) + c) not exceeding]</i>	4.0
a) Damaged seeds	2.0
b) Weeviled seeds	1.0
c) Dark Yellow (old) seeds	1.0
1.2 Split with husks seeds	2.0
1.3 Other kinds of beans	1.0
1.4 Foreign Matter	1.0
2. Moisture (%)	14.5

2. The quality of **mung beans** must be comparable to the bean sample that the **Seller** will submit with this tender.
  3. **Mung beans** must be fresh and free from infestation.
  4. The **beans** must be free of chemical contaminate including pesticide residues, which are dangerous for human consumption.
- **Quantity:** The approximate quantity to be delivered by the **Seller** for each camp is specified in Table below:

Refugee Camp	Quantity	Unit of Measurement
Site 1	8,400	Kilograms
Tham Hin	4,680	Kilograms

The **Buyer** reserves the right to award contracts for different camps to different suppliers, or in some rare cases, to award partial contracts for one camp to different suppliers. The actual delivery quantity may be different due to possible changes in camp population. Please see the attached **Delivery Schedule** for details and conditions.

- **Sample:** A clearly-labelled sample of two kilograms must be supplied in a strong transparent plastic bag with the tender, otherwise the offer will not be considered valid.
- **Origin:** The **seller** is prohibited from supplying **mung bean** obtained or originating from sources in Iran, North Korea, Cuba, Sudan, Libya, or Burma.
- **Packing:** to be packed in single jute or polypropylene sacks of **not less than 60 kilogram net weight** (net weight means the weight of **beans** only, excluding sack weight), firmly sewn with double machine stitching. The packaging shall remain the property of the **Buyer**.
- **Marking:** None.
- **Quote:** DDP (Delivered Duty Paid) Price should be quoted in Thai baht per **kilogram** net to the destination. INCOTERMS 2000 are applicable for this tender and contract. The price offered must be inclusive of all taxes, duties, and transportation costs. The attached TBBC official Bidding Form-Standard (Form 001) **must** be used when submitting bids.

**Price Validity:** The prices offered shall be fixed during the duration of the contract, or at least until the completion of all deliveries, and are not subject to review. The quantity stated above and as specified in the attached Delivery Schedule are closely-estimated quantities based on estimated camp population. The actual delivery quantities may be different due to possible changes in the population. Within the contract period, in case the **Buyer** has to order more, the price(s) offered must be maintained for any possible increase of up to **10% of the contracted total quantity**. The **Buyer** will not be responsible for any costs incurred by the **Seller** if the actual quantities ordered are less than the estimated quantity.

**Remarks (Important):**

***Please see the "Attachment to the Invitation to Tender" for details, conditions, and procedure of this tender.***

**Thailand Burma Border Consortium ไทยแลนด์ เบอร์มา บอร์เดอร์ คอนซอร์เตียม**  
 12/5 Convent Rd, Bangrak, Bangkok 10500; Tel: (66-2) 238-5027-8; Fax: (66-2) 266-5376; E-mail: procurement@tbbc.org  
 12/5 ถนนคอนเวนนต์ บางรัก กรุงเทพฯ 10500; โทร.(66-2) 238-5027-8; แฟกซ์ (66-2) 266-5376

**Bidding Form-Standard/แบบประกวดราคา-มาตรฐาน (Form 001)**

<b>TBBC Tender Number</b>	Beans-2010-August	เลขที่ใบประกวดราคาของ ที บี บี ซี
<b>Bid &amp; Sample to be submitted before</b>	12:00 noon Friday, 30 July 2010	กำหนดยื่นซองพร้อมตัวอย่างก่อนวันที่
<b>Company Name</b>		บริษัทผู้ยื่นแบบประกวดราคาคา
<b>Address</b>		ที่อยู่
<b>Telephone &amp; Fax</b>		โทร./แฟกซ์
<b>Email</b>		อีเมลล์
<b>Contact Person/Position</b>		ชื่อผู้ยื่นประกวดราคาหรือผู้รับมอบอำนาจ/ตำแหน่ง
<b>Product</b>	Green Mung Beans, split without husks ถั่วเขียวซีกเลาะเปลือก	สินค้า
<b>Packaging</b>	Single polypropylene or jute sacks of 60 kg net weight	การบรรจุหีบห่อ
<b>Marking</b>	None	ตรา หรือ เครื่องหมาย
<b>Destination 1</b>	Site 1 Refugee Camp, Mae Hong Son Province	ปลายทาง 1
Unit of Measure (kilogrammes, litre, metric tonnes)	Kilograms	หน่วย (กิโลกรัม/ลิตร/เมตริกตัน)
Total Number of Units	8,400	หน่วย รวมทั้งสิ้น
Price per Unit (Baht) DDP <sup>1</sup>		ราคาต่อหน่วย (บาท) ดีดีพี <sup>1</sup>
Total Cost (Baht) DDP <sup>1</sup>		ราคารวม (บาท) ดีดีพี <sup>1</sup>
<b>Destination 2</b>	Tham Hin Refugee Camp, Ratchaburu Province	ปลายทาง 2
Unit of Measure (kilogrammes, litre, metric tonnes)	Kilograms	หน่วย (กิโลกรัม/ลิตร/เมตริกตัน)
Total Number of Units	4,680	หน่วย รวมทั้งสิ้น
Price per Unit (Baht) DDP <sup>1</sup>		ราคาต่อหน่วย (บาท) ดีดีพี <sup>1</sup>
Total Cost (Baht) DDP <sup>1</sup>		ราคารวม (บาท) ดีดีพี <sup>1</sup>
<b>Quote valid until</b>	31-Aug-2010	ราคาในแบบประกวดราคาใช้ได้ถึงวันที่
<b>Terms of Payment</b>	Within one month after receiving completed invoice and delivery documents	เงื่อนไขการชำระเงิน
<b>Time needed to prepare for delivery</b>		ระยะเวลาที่ใช้เตรียมของก่อนส่งมอบ(วัน)
<b>Signature of Company Representative with Company Seal</b>		ลายมือชื่อผู้มีอำนาจหรือผู้รับมอบอำนาจพร้อมประทับตราบริษัท
<b>Date</b>		วันที่

1 DDP per INCOTERMS 2000. Price quoted includes delivery, packaging, marking and any taxes.  
 ดีดีพี จากหนังสือ "INCOTERMS 2000", คือราคารวมค่าขนส่ง บรรจุหีบห่อ สัญลักษณ์หรือตรา และ ภาษีต่าง ๆ แล้ว

**Important Information** ข้อมูลสำคัญ

- \* Please see Invitation to Tender and the Delivery Schedule for details of this tender  
 รายละเอียดของการยื่นซองประกวดราคาคา ให้ดูที่ หนังสือเชิญประกวดราคาคาและตารางการส่งมอบ
- \* Bidder must send a clearly-labeled two kg/tr sample with this Bidding Form.  
 ผู้ยื่นแบบจะต้องยื่นซองประมูลราคาพร้อมตัวอย่างสินค้าจำนวน สองกิโลกรัม/ลิตร ในบรรจุภัณฑ์ที่มีติดขัด พร้อมติดตราของบริษัทหรือยี่ห้อให้ชัดเจน
- \* This Bidding Form must be filled in correctly, signed, dated and submitted to TBBC by hand or mail (not email)  
 แบบประกวดราคาคาต้องกรอกให้ครบถ้วนถูกต้อง พร้อมเซ็นชื่อประทับตราบริษัท ลงวันที่ แล้วจึงนำมายื่นด้วยตนเอง หรือส่งทางไปรษณีย์ (ไม่รับทางแฟกซ์ หรือ อี-เมลล์)  
 otherwise this bid will be considered invalid.  
 มาซึ่งสำนักงาน ที บี บี ซี กรุงเทพฯ ไม่เช่นนั้นแล้ว ที บี บี ซี จะถือว่าแบบประกวดราคานั้นเป็นโมฆะ
- \* Please attach a copy of Company Registration to this form.  
 ให้ผู้ยื่นซองประกวดราคาแนบเอกสารการจดทะเบียนบริษัท ทะเบียนการค้าหรือหนังสือจดทะเบียนอื่น ๆ ซึ่งออกโดยทางราชการมาพร้อมซองประกวดราคานี้

# THAILAND BURMA BORDER CONSORTIUM

ไทยแลนด์ เบอร์มา บอร์ดอร์ คอนซอร์เตียม

## Delivery Schedule

กำหนดการส่งมอบสินค้า

### Tender BEANS-2010-August

การประกวดราคาถั่วชิก 2010-August

#### For Site 1, Mae Hong Son Province

สำหรับพื้นที่พักพิงชั่วคราว ไซท์ 1 จังหวัดแม่ฮ่องสอน  
and Tham Hin Refugee Camp, Ratchaburi Province  
และพื้นที่พักพิงชั่วคราวถ้ำหิน จังหวัดราชบุรี

<b>Commodity สินค้า</b>	<b>Mung Beans ถั่วชิก</b>
<b>Consumption Period</b> ช่วงเวลาการบริโภคสินค้า:	<b>1 August to 31 October 2010</b> 1 สิงหาคม-31 ตุลาคม 2553
<b>Delivery Period</b> กำหนดการส่งของ:	<b>To deliver on the 10-20 August 2010, or upon instruction by</b> ให้จัดส่งในช่วงวันที่ 10-20 ของเดือนสิงหาคม 2553 หรือให้ส่งตามคำสั่งของ <b>TBBC Field Office in case it is necessary to change delivery schedule.</b> สำนักงาน TBBC ภาคสนาม กรณีจำเป็นให้มีการเปลี่ยนแปลงการส่ง
<b>Delivery Frequency</b> ความถี่ในการจัดส่ง:	<b>One time per contract on the 10-20 August 2010, or upon instruction by</b> จัดส่งหนึ่งครั้งต่อสัญญาในช่วงวันที่ 10-20 สิงหาคม 2553 หรือให้ส่งตามคำสั่งของ <b>TBBC Field Office in case it is necessary to change delivery schedule.</b> สำนักงาน TBBC ภาคสนาม กรณีจำเป็นให้มีการเปลี่ยนแปลงการส่ง
<b>Quote Terms</b> เงื่อนไขการเสนอราคา:	<b>DDP (Delivered Duty Paid)</b> ราคาสินค้ารวมภาษี อากร และ ภาษีมูลค่าเพิ่ม(ถ้ามี) และ ค่าขนส่ง ณ จุดส่งมอบ คือ พื้นที่พักพิงชั่วคราวที่ระบุ
<b>Quote Valid Until</b> ราคาต้องยื่นได้ถึงวันที่:	<b>31 August 2010</b> 31 สิงหาคม 2553

Refugee Camp พื้นที่พักพิง ชั่วคราว	Approximate Distance ระยะทางโดยประมาณ	Unit of Measure หน่วยสินค้า	Approx. Q'ty/ month จำนวนสั่งซื้อ/เดือน (ประมาณ)	Total Months จำนวนเดือนที่ ต้องส่งของ	Approx. Total Quantity จำนวนสั่งซื้อ (ประมาณ) ทั้งหมด
Site 1 ไซท์ 1	25 km west from Mae Hong Son Town 25 ก.ม. ไปทางต.ด. จากแม่ฮ่องสอน	Kilograms กิโลกรัม	8,400	1	8,400
Tham Hin ถ้ำหิน	25 km west from Suan Phueng 25 ก.ม. ไปทางต.ด. จากสวนผึ้ง	Kilograms กิโลกรัม	4,680	1	4,680

#### Remarks หมายเหตุ:

The Monthly Delivery Quantity and the Total Units stated in the above table are best-estimated quantities based on estimated camp population during the consumption period. The actual delivery quantities for each month may be different due to possible changes in the population. After the contract is awarded, the actual quantities to be delivered by the Seller are subject to confirmation from the TBBC Field Office(s) in form of an official Purchase Order being faxed directly to the Seller on monthly basis. The price(s) offered must be maintained for possible increase in TBBC ordering quantity of up to 10% of the contracted total quantity. The Buyer will not be responsible for any costs incurred by the Seller if the actual quantities ordered are less than the estimated quantity. จำนวนการส่งสินค้าในแต่ละเดือน และปริมาณรวมทั้งหมด ตามที่ระบุในตารางข้างบนนี้ เป็นจำนวนที่ประมาณอย่างใกล้เคียงที่สุด โดยคำนวณมาจากการคาดการณ์จำนวนประชากรในแต่ละพื้นที่พักพิงสำหรับช่วงระยะเวลาการบริโภค การใช้ที่ระบุข้างต้นนี้ จำนวนที่จะต้องจัดส่งจริงในแต่ละเดือนอาจจะแตกต่างไปจากนี้บ้าง ขึ้นอยู่กับการเปลี่ยนแปลงขึ้นลงของจำนวนประชากรในแต่ละพื้นที่พักพิง หลังจากตัดสินใจผลประกวดราคาและออกสัญญาแล้ว ผู้ขายจะได้รับ ใบสั่งซื้อสินค้า ออกโดยสำนักงานที่มีบีบีซีภาคสนาม ซึ่งจะเป็นการยืนยันเป็นทางการเกี่ยวกับปริมาณสินค้าที่แน่นอนที่ต้องจัดส่ง ใบสั่งซื้อสินค้านี้จะส่งไปให้ผู้ขายทางโทรสาร (แฟกซ์) เดือนละครั้ง ราคาที่ผู้ขายเสนอจะต้องสามารถยืนยันราคาเดิมได้ ในกรณีที่จำนวนการสั่งซื้อของบีบีซีเพิ่มขึ้นไปจากจำนวนสั่งซื้อที่ระบุในสัญญาได้ถึง 10 เปอร์เซ็นต์จากจำนวนที่ออกสัญญา อย่างไรก็ตามทางผู้ซื้อจะไม่รับผิดชอบกับต้นทุนของผู้ขายที่อาจเพิ่มขึ้นในกรณีที่ยอดจำนวนสั่งซื้อจริงน้อยกว่ายอดจำนวนที่ประมาณนี้

# THAILAND BURMA BORDER CONSORTIUM

12/5 Convent Road, Bangrak, Bangkok 10500, Tel: (02) 238-5027-8, Fax: (02) 266-5376, E-mail: procurement@tbbc.org

## ATTACHMENT TO THE INVITATION TO TENDER

### Tender Mung Beans-2010-August

**Mung Bean for Consumption of 1 August -31 October 2010  
For Site 1 Refugee Camp, Mae Hong Son Province  
and Tham Hin Refugee Camp, Ratchaburi Province**

#### 1. General Information:

The **Buyer** invites your company, the **Seller**, to bid for **Mung Beans** for delivery to the refugee camps as per details in the Invitation to Tender. Depending on the **Seller's** area of expertise or its request, the **Seller** may or may not receive tendering document(s) for all commodities. The tendering documents (all in English with Thai translation), which should be included in this package, comprise of

- 1) **Invitation to Tender:** one document per one commodity
- 2) **Delivery Schedule:** one document per one commodity
- 3) **TBBC Official Bidding Form-Standard (Form 001):** one document per one commodity
- 4) **Attachment to the Invitation to Tender:** one document per one tender only

#### 2. Field Office Responsible:

The term "TBBC field office responsible" will be mentioned through out the Invitation to Tender and this attachment. "**TBBC field office responsible**" refers to TBBC regional office(s) located in the towns close to refugee camps, which, after the purchase contracts are awarded, will be responsible for issuing monthly Purchase Orders, monitoring supply quality and delivery, and distribution of supplies in refugee camps. Different camps may be under the responsibility of different field offices. Please refer to the following table for the TBBC office responsible for each particular camp:

Refugee Camp	Province	TBBC Field Office Responsible
Site 1, Site 2	Mae Hong Son	TBBC Mae Hong Son (Amphur Muang)
Mae Ra Ma Luang, Mae La Oon	Mae Hong Son	TBBC Mae Sariang
Mae La, Umpiem, Nu Po	Tak	TBBC Mae Sot
Don Yang	Kanchanaburi	TBBC Kamchanaburi
Tham Hin	Ratchaburi	TBBC Kanchanaburi

#### 3. Bidding Procedure & Requirement:

All suppliers who are interested in placing bids must follow the following procedure, otherwise the bids will not be considered.

##### 3.1 Bidding Procedure:

- 3.1.1) **Current/Previous suppliers**, i.e. suppliers who have previously been awarded TBBC contract(s) for the camp(s) that they will bid for in this tender, must submit **the bid including all required documents and sample(s) set out in Paragraph 3.2 below**, by hand or by mail to TBBC Bangkok Office **before 12:00 noon, Friday, 30 July 2010.**
- 3.1.2) **New suppliers**, including the suppliers who are contacting TBBC for the first time or those who have never been awarded TBBC contract(s) for the camp(s), must follow this procedure:

- a) New suppliers must contact TBBC Bangkok (Ms. Apatchana Neumthaisong, Procurement Manager) by phone **before 17:00 hours, Friday, 16 July 2010.** to receive information and documents relating to this tender.
- b) After contacting TBBC Bangkok, new suppliers must phone the TBBC field office to arrange a meeting with the TBBC Field Coordinator at least 3 days prior to the appointment and **before 17:00 hours, Friday 23 July 2010.**
- c) After meeting with the Field Coordinator and before submitting the bids, suppliers, with guidance from the Field Coordinator, must visit the camp(s) and investigate the route and logistics involved in delivering to the camp godowns.
- d) **The bid including all required documents and sample(s) set out in Paragraph 3.2 below must be submitted by hand or by mail to:**

Apatchana Neumthaisong, Procurement Manager  
 Thailand Burma Border Consortium  
 12/5 Convent Road, Bangrak, Bangkok 10500  
**before 12:00 noon, Friday 30 July 2010.**

### **3.2 Bidding Requirement:**

- 3.2.1) **Documents Required:** All interested suppliers must submit the following documents to TBBC Bangkok prior to the bid closing deadline, otherwise the bid will not be considered.
  - a) **TBBC Official Bidding Form-Standard (Form 001):** completed, signed, and stamped by authorised person(s). Bidding Form(s) must be submitted in a **Sealed Envelope(s)** and sent to TBBC Bangkok by hand or by mail only. Bidding Forms which have been filled incorrectly, not received by TBBC Bangkok before the closing date/time, or are not accompanied by other required documents and clearly-labeled sample(s), will not be considered.
  - b) **Copy of company registration document. A letter of authorization** is required, if the name of the person(s) who signs TBBC Bidding Form is different from the name(s) stated in the company's registration document.
  - c) **Copy of Identification Card** of the authorised person who signs TBBC Bidding Form and whose name is shown on the company's registration documents and/or letter of authorisation.
  - d) **Copy of Tax Identification Card** of the company submitting the bid.
  - e) **Statement of the Company's Bank Account. New suppliers**, including the suppliers who are contacting TBBC for the first time or those who have never been awarded TBBC contract(s) for the camp(s), must submit with the tender the Statement of the Company's Account with at least six-month transaction history issued and verified by the bank.

**For current/previous suppliers**, who have previously been awarded TBBC contract(s), the Bank Statement is not required to be submitted with the tender. However, as necessary, the **Buyer** reserves the right to request the current / previous suppliers to submit its Bank Statement prior to contract award.

#### **Remark:**

- *All copied documents must be identified "True Copy", stamped, and signed by the company's authorized person(s).*
- *Only one set of the copy of the company's registration document, Identification Card, Tax ID, and VAT registration document is required per bid submission. No need to make multiple copies and attach to each bidding form.*

- 3.2.2) **Sample Required:** Product sample(s) with the name of the **Seller** clearly labeled must be submitted with each tender otherwise the bid will not be considered (see Invitation to

Tender for each product for details). The sample must represent the actual quality of supplies that **Seller** will deliver if it wins a contract.

#### 4. Delivery:

- Delivery destination, delivery period and frequency, and quantities to be delivered, are summarized on the **Delivery Schedule** attached to the Invitation to Tender. The delivery quantities stated in the Delivery Schedule are best estimates based on projected camp population during the consumption period. The exact quantities to be delivered and the exact delivery date(s) are subject to confirmation from the TBBC Field Office in the form of an official Purchase Order being faxed directly to the **Seller** once a month, at least 10 days prior to the proposed delivery date.
- The **Buyer** will obtain permission from the Thai Government to deliver the goods to the camp; the **Seller** must present a copy of it to the Local Government Authorities as required. Prior to delivery, it is the **Seller's** responsibility to ensure, i.e. by checking with TBBC Field Office responsible and/or contacting the Local Government Authorities, that it receives all necessary permission(s) required for each delivery.
- The **Seller** must use the **Delivery Receipt (DR)**, which is the standard form provided by TBBC, as the **Seller's** proof of delivery. The Delivery Receipt (DR) must be applied per one delivery truck and signed by the Camp Committee Staff which has been authorised to accept receipt of the goods. The **Buyer** accepts no liability for any supplies delivered without a properly completed signatory receipt of the Delivery Receipt (DR).
- The **Seller** must deliver supplies to the camp(s) within the delivery period stated in the Purchase Order. The Buyer accepts no liability for any supplies delivered to camp(s) before the delivery dates on the Purchase Order, irrespective of whether the authorised Camp Committee Staff signs the Delivery Receipt (DR).
- The **Seller**, in advance, should inform the TBBC Field Office of the expected date and time of delivery. Upon completion of the delivery the **Seller** should inform the TBBC Field Office of the exact time of delivery and confirm the quantities delivered, and any problems encountered. If delivery is outside the periods specified in the Purchase Orders, the contract can be suspended at the **Buyer's** discretion.
- On arrival of deliver trucks into the camp(s), the supplies must be off-loaded at the camp warehouses or areas specified by the authorised Camp Committee staff. The truck drivers must not rush the off-loading process and must allow time for the Camp Committee staff to do proper off-loading, counting, and checking of supplies, and to sign Delivery Receipt (DR). The **Buyer** accepts no liability for any supplies off-loaded outside the areas specified by the Camp Committee staff.
- The delivery of supplies to the camp(s) should be on week day during day-time, between 6 a.m. to 6 p.m., to allow the camp staff sufficient time and daylight to do proper off-loading, counting, and checking of the supplies. The delivery trucks which arrive at night or outside the above timing must wait until the morning for the camp(s) to off-load supplies. The Seller and/or its drivers must not pressure the camp staff to off-load supplies outside the above specified time.
- **Warning:** The roads to some refugee camps (*Mae Hong Son - Karenni Site 1 and Site 2, Mae La Oon, Mae Ra Ma Luang; Tak - Nu Po camp; and Kanchanaburi - Don Yang camp*) are usually damaged during the rainy season, and 4-wheel-drive vehicles are usually required to deliver supplies to these camps. Suppliers may need to pay for the road repairs in order to send in supplies according to schedule. TBBC will not pay for road repairs or compensate the **Seller** if weather and road conditions are adverse.

#### 5. Code of Conduct:

Upon the awarding of the contract(s), the **Seller**, as referred to as TBBC contractor, and its sub-contractor(s) and its staff (i.e. truck companies and drivers) that have any direct dealings with any and all TBBC staff and/or beneficiary groups in the Camps shall receive, read carefully, understand, and signed their compliance to TBBC Code of Conduct. The **Code of Conduct** provides all TBBC

contractors and sub-contractors general guidance regarding key issues that must be known. Failure to abide by the Code of Conduct by the staffs of the contractor and subcontractors may be considered a breach of this contract. Depending on the seriousness of the misconduct, the **Seller/Contractor** may be subject to penalties by the **Buyer** (See the below Part 11 “Violation of Contract and Associated Penalties”).

**The Code of Conduct for TBBC Contractors/Sub-Contractors** is a separate document and is not included in this set of tendering documents. The **Code of Conduct** document is available upon request at TBBC’s website: [www.tbtc.org](http://www.tbtc.org) or from TBBC Bangkok Office.

**6. Inspection:** Every consignment will be subject to inspection:

- At least once during the contract an Inspection Company will be engaged by the **Buyer** to take samples and conduct quality analysis of consignments at the loading point prior to delivery to camp or at camp godowns. The Inspection Company will also tally the number of sacks (or drums/tins) loaded on each truck (or off-loaded into camp warehouses), weigh random sacks (or drums/tins), and check if the packaging meets the specifications stated in this Invitation to Tender. The **Buyer** reserves the right to inform or not to inform the **Seller** about the date, time, and place of inspection.
- If the consignment in whole or in part be found substandard or of defective quality, or under-quantity (to be determined by shortage on total / average net weight) by the Inspection Company, the **Buyer** reserves the right to reject the delivery and expect immediate replacement (for substandard quality), or require the **Seller** to send additional quantity to cover up for the shortage (if under-quantity).
- On arrival in the camp sacks (or drums/tins) will be unloaded by Camp Committee Representatives, and will be weighed and counted by Camp Committee and/or TBBC Field Staff. If consignments in whole or in part on arrival or during distribution at final destination be found substandard or under-quantity (to be determined by shortage on total / average net weight), the Buyer reserves the right to reject the delivery and expect immediate replacement (for substandard quality), or require the Seller to send additional quantity to cover up for the shortage (if under-quantity).
- For some product items (for example: charcoal, dried chillies, fishpaste, and iodized salt), samples will be taken during the inspection or from camp(s) after arrival of supplies and sent for laboratory analysis. The laboratory test will normally take time (up to 2 to 3 weeks after the inspection or receiving samples) to receive the results. If the results of any tests indicate a substandard quality after receipt and distribution of supplies, the contract shall be declared unfilled at the **Buyer’s** discretion and the **Buyer** reserves the right to penalise the **Seller** (See **Part 11** below for details).

**7. Terms of payment:**

- The following documentation is necessary before payments will be made to the **Seller**:
  - a) Numbered Invoice including packing/weight list, price per unit, destination, purchase order number(s), and total invoice amount. The **Seller** should forward these to TBBC Bangkok Office with a copy to TBBC Field Office.
  - b) The Company’s Delivery receipts signed by the Camp Committee Staff who have been authorised to accept receipt of the goods. The Seller should submit the original of these to TBBC’s Field Office, and leave a copy with the Camp Committee Representative.
  - c) TBBC Goods Received Notice (GRN Form) signed by the Camp Committee Staff who have been authorised to accept receipt of the goods. The Camp Committee will submit one copy of each GRN document to the TBBC Field Office.
  - d) The survey Report by the Inspection Company (submitted directly from the Inspection Company to TBBC Bangkok.)
- The TBBC Bangkok Office will initiate payment to the **Seller** once it has received confirmation from the TBBC Field Office that deliveries were made as per requirements with no shortages or damage reported.

- Payments to the **Seller** by the **Buyer** will be made monthly, usually within one month of TBBC Bangkok receiving the completed documents.
- The **Seller** must issue an official Receipt/Acknowledgement indicating that the **Seller** has received payment from the **Buyer**; this should be forwarded to TBBC Bangkok Office

#### 8. General background, principles, rules and warranty:

- ❖ TBBC has received grants from various Donors, for the implementation of this humanitarian aid operation to refugees from Burma and intends to apply a portion of those grants to payments under this contract. The Donor(s) will establish the final amount of the grant and will liquidate it to TBBC on completion of the operation on the basis of the expenses presented and declared eligible. No party other than TBBC shall derive any rights from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the Donor(s) entertain any request for indemnity or payment directly submitted by TBBC contractors. The Donor(s) is/are not bound by contracts between TBBC and the contractor, and recognise(s) no contractual link between itself / themselves and TBBC contractors.
- ❖ Donors require TBBC, tenderers and contractors to observe the highest ethical standards during the procurement process and execution of contracts. Procurement and contract award procedures must comply with the principles of:
  - *Transparency* in the procurement process
  - *Equal treatment* of potential contractors
- ❖ TBBC procurement procedure must be free of any interference due to a situation of conflict of interests.
- ❖ Donors providing the funding for this project reserve the right to exercise their powers of control, on documents and on the spot, over all contractors (including TBBC) and sub-contractors who have received Donor's funds, in order to verify the conformity of TBBC rules and procedures on procurement and its implementation. Donors request a guarantee that they or their agents have the appropriate right of access to the contractors' financial and accounting documents for the purposes of checks and audits.
- ❖ Warranty: By signing the purchase contract the **Seller** (if awarded the contract) warrants that the **Seller** and / or its supplier(s), if any, have all necessary approvals, licences or permits from the relevant authorities for performing any of its obligations under the contract, that the performance of the obligations of the **Seller** under the contract is not and will not be in breach of any applicable decrees, laws, ordinances, rules or regulations of any governmental and other authorities having jurisdiction and that the **Buyer** will be free to deal with the goods lawfully and without interference or censure by government or other official body. The **Seller** shall indemnify and hold harmless the **Buyer** against any and all damage, loss, claim, suit, liability, expense or cost resulting from, arising out of, connected with or in consequence of, directly or indirectly, the breach of this warranty.

The **Seller** agrees and acknowledges that nothing in the contract shall operate so as to constitute the TBBC an agent, partner, franchisee, employee or representative of the Donor(s). The **Seller** further undertakes to the TBBC and the Donor(s) that it shall not, and shall procure its sub-supplier(s) not, to make any claim or suit on whatsoever ground against the Donor(s) and its representatives.

- ❖ The **Seller** shall not represent itself as being the TBBC or an agent, partner, employee or representative of the TBBC or the Donor(s), and shall not hold itself out as having any power or authority to incur obligations of any nature, express or implied, on behalf of the TBBC or the Donor(s). Nothing in this Agreement shall operate so as to constitute the Supplier an agent, partner, franchisee, employee or representative of the TBBC or the Donor(s).

#### 9. Ineligibility criteria and grounds for excluding candidates:

- ❖ TBBC will reject any proposal put forward by tenderers, or, where applicable, terminate their contract, if it is determined they have engaged in corrupt, fraudulent, collusive or coercive practices. Administrative or financial penalties imposed shall be in proportion to the importance of the contract and the seriousness of the misconduct.
- ❖ Tenderers and Contractors must not be involved in the exploitation of child labour and must respect the basic social rights and working conditions of their staff.
- ❖ TBBC will exclude tenderers from participation in the procurement procedure if:
  - They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - They have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
  - They have been guilty of grave professional misconduct proven by any means which TBBC can justify;
  - They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
  - They have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Donor's financial interests;
  - Following another procurement procedure or grant award procedure financed by the Donor's budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations. Candidates or tenderers must certify by any relevant means that they are not in one of the situations listed above.
- ❖ Contracts will not be awarded to tenderers who, during the procurement procedure:
  - Are subject to a conflict of interest;
  - Are guilty of misrepresentation in supplying the information required by TBBC as a condition of participation in the contract procedure or fail to supply this information.
- ❖ **Tenderers** are excluded if they do not follow the Bidding Procedure specified in the below Point "7" of this Invitation to Tender.

#### 10. **Criteria for evaluating the bids, selecting suppliers and awarding contracts:**

- ❖ A representative of the Donor will be invited to be present during the Opening of the Bids by TBBC staff. Tenderers are not invited to the Opening of the Bids.
- ❖ Bids must have been submitted in accordance with the tender conditions and specifications. Conformity will be checked at the Opening of the Bids.
- ❖ A Tender Committee comprising at least three TBBC staff will evaluate the bids after the submission deadline and decide on the award of the contract(s). Their decision is final.
- ❖ All bids will be analysed in the same way and the same Tender Committee will assess all bids.
- ❖ The contract will be awarded by TBBC on the basis of Best Value for Money, that is to say, the best price-quality ratio, taking into account at least the following criteria:
  - Price
  - Quality
  - Production Capacity
  - Reputation and proven ability to meet delivery schedules
  - Experience in delivering humanitarian assistance
  - Knowledge of local working conditions
  - Proximity of operational base to the area
  - Compliance with international norms

- ❖ There will not be any changes in the criteria expressed in the tender and/or the specifications. Additional details and information from bidders may only be accepted if it clarifies the content of the bid and does not lead to discrimination.
- ❖ No negotiations are allowed after the bid submission deadline.
- ❖ This Invitation to Tender does not imply any obligation to purchase by TBBC.

## 11. Violation of Contract and Associated Penalties

- a) Violations of this Contract by the **Seller** include, but are not limited to:
  - i. Delivering goods not in compliance with the minimum quality and/or other specifications stated in the Contract and Purchase Order.
  - ii. Delivering quantity less than that specified in the Purchase Order.
  - iii. Delivering goods outside the period stated in the Purchase Order, and/or not following the delivery requirements set forth in this Contract.
  - iv. Ignoring or going against specific instructions or requests given in writing or verbally by TBBC staff responsible for deliveries, Thai Government Officials or Refugee Camp Committees.
  - v. Engaging in corrupt, fraudulent, collusive or coercive practices.
  - vi. Involving in the exploitation of child labour and violation of the basic social rights and working conditions of their staff.
  - vii. Failing to abide by the standards set forth in TBBC Code of Conduct (applies to the staffs of both contractors and subcontractors).
- b) Penalties for the **Seller** for violating this Contract include, but are not limited to:
  - i. Suspending or annulling the Contract at the **Buyer's** discretion.
  - ii. Replacing substandard or defective goods immediately as requested by TBBC staff responsible at the supplier's expense.
  - iii. Sending additional goods, at no charge to TBBC, to make up for any losses or deficiencies, as requested by TBBC staff responsible.
  - iv. Paying a financial penalty, at **Buyer's** discretion, in line with the estimated losses to the **Buyer**.
  - v. Excluding the **Seller** from consideration of any future contracts with TBBC.
  - vi. Reimbursing additional costs incurred by the **Buyer** in sourcing alternative supplies when:
    - the **Seller** fails to meet quality standards and/or delivery dates,
    - the **Buyer** terminates the Contract with good cause, and/or
    - the **Seller** is unable to complete the Contract.

Administrative or financial penalties imposed shall be in proportion to the importance of the contract and the seriousness of misconduct.

## 12. Contract concluded shall be subject to Thai law.

13. For more information about this tender contact Khun Apatchana Nuemthaisong at TBBC Bangkok Office at Tel: (02) 238-5027-8 or e-mail: [procurement@tbbc.org](mailto:procurement@tbbc.org)