เดอะ บอร์เดอร์ คอนซอร์เตี้ยม

THE BORDER CONSORTIUM

12/5 ถนนคอนแวนต์ สีลม กรุงเทพฯ 10500 โทร. 02-238-5027-8 แฟ็กซ์ 02-266-5376

12/5 Convent Road, Bangrak, Bangkok 10500, Tel: 02-238-5027-8, Fax: 02-266-5376

E-mail: sc-l@theborderconsortium.org

Date: _____

To: _____(Company)

_____(Address)

_____

INVITATION TO TENDER

Dried Split Pulses 2017-1

Dried Split Pulses for Distribution from January to March 2017
For Refugee Camps in Thailand

The Border Consortium (TBC), the "**Buyer**", invites your, the "**Seller's**", firm offer for the supply of Dried Split Pulses, in accordance with the following conditions:

1. Quality: The minimum quality of the Dried Split Pulses to be delivered by the **Seller** is:

a. Split Pulses are the dried, peeled (husked) and split version of the pulse being tendered. The standard specification of Dried Split Pulses is shown in the below Table.

Standard Specification of Dried Split Pulses	% by weight
1.1 Purity	99.0% min.
1.2 Whole Peas	0.5% max.
1.3 Heat Damage	0.05% max.
1.4 Other Damage	0.5% max.
1.5 Other color	2.0% max.
1.6 Insect Damage	0.3% max.
1.7 Broken (through a 10/64 RH screen)	2.0% max.
1.8 Moisture	15.0% max.

b. The quality of Dried Split Pulses must be comparable to the bean sample that the **Seller** will submit with this tender.

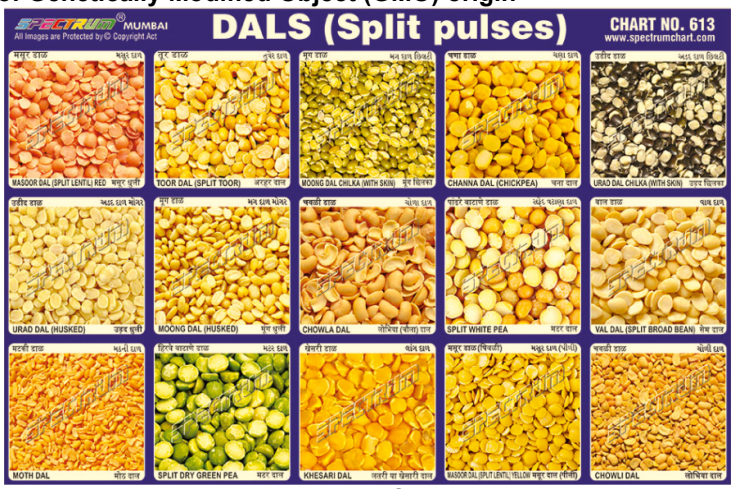
c. Dried Split Pulses must be fresh and free from infestation.

d. The Dried Split Pulses must be free of chemical contamination including pesticide residues, which are dangerous for human consumption.

e. Dried Split Pulses should retain the **required quality for at least 1 year from the date of manufacture** when stored dry at ambient temperatures and at the humidity levels prevalent in tropical forest areas of Thailand (where the refugee camps are located).

f. Swept Dried Split Pulses are not allowed

g. **It must be specified in the bidding document if the Dried Split Pulses offered in the tender are of Genetically Modified Object (GMO) origin**



Example; Dried Split Pulses

This picture is from website; http://spectrumchart.com/productsmain2.asp?fid7=1281

2. **Quantity**: **Approximately 246.00 Metric Tones**, **to be divided in to 3 lots for dispatch on monthly basis**. Please see the attached Delivery Schedule for details and conditions.

3. **Origin**: **The seller** is prohibited from supplying Dried Split Pulses obtained or originating from sources in Iraq, Iran, North Korea, Cuba, Sudan, Libya or Syria.

4. **Packing**: Commodity shall be packed in uniform, new, strong polypropylene woven bags of international export standard in white color, with a minimum weight of 110 g. containing not less than 50 kg net per securely Machine double stitched/sealed at the mouth on both end.(Net weight means the weight of Dried Split Pulses only, excluding sack weight). The packing shall remain the property of the Buyer

   About 15-20 bags of silica gel (or other desiccant which similar or better quality) of at least 1 kg each should be placed in each container in order to absorb moisture. In addition craft paper should be laid all side of the container.

   Any bags that are identified by the Buyer or his representative at the time of either collection, delivery or loading as being weak, old, torn, or unserviceable or with poor quality stitching/sealing shall be replaced by the Seller,
   at the Seller's expense.

   The Seller shall provide additional two (2%) percent empty spare bags printed with the requested marking (as per agreement) to be shipped along with the cargo. Cost of which is to be included in the price quoted.

   All packing material costs and packing charges shall be borne by the Seller.

5. **Quote**:
   - **Quote Terms**: **CIF Bangkok, Thailand (BMT Port only)**, price must be quoted in **US Dollar per Metric Tonne net**. Under this term, the Seller must be responsible for the costs, insurance and sea freight to transport the goods to the port of destination.

   - **Price Validity**: The price offered shall be fixed during the duration of the contract, or at least until the completion of all deliveries, and is 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 or less, the price(s) offered must be maintained for any possible increase or decrease of up to **20% of the contracted total quantity.** The Buyer will not be responsi-

ble for any costs incurred by the Seller if the actual quantities ordered are less than the estimated quantity.

- The attached TBC official **Bidding Form-Standard (Form 001)** must be used when submitting bids.

6. **Delivery**:
It is the Seller's responsibility to have **the Dried Split Pulses delivered to Bangkok, Thailand (BMT Port only)** by the date(s) specified in the delivery schedule.

- Dispatch periods, frequency, and quantities are summarized on the **Delivery Schedule** attached to this invitation to Tender and is required on a monthly basis, The **first shipment** shall arrive **Bangkok Port during 25th December to 5th January 2017** and shall be deemed as completed once the full amount has been received by the Buyer, or by **31st March 2017**, whichever comes first.

- The delivery quantities stated in the Delivery Schedule are best estimates based on projected camp population during the consumption period. The **Buyer** reserves the right to amend the delivery/dispatch schedule during the course of the execution of this contract, according to actual needs. The exact quantities and the exact dispatch date(s) are subjected to confirmation from the TBC Bangkok Office in the form of an **Official Purchase Order** being email directly to the Seller at least 45 days before shipment is dispatched.

7. **Inspection**:
- The **Buyer**, at its own expense, will appoint an internationally recognized Superintendence Company to conduct inspections covering the checks on quality, quantity, weight, and packing, including the supervision of loading the Dried Split Pulses. **The inspection shall be done container by container as well as the inspection report. The inspection will normally take place at the origin and destination port.**

- 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 consignment and expect immediate replacement (for substandard quality), or require the **Seller** to provide additional quantity to cover the shortage (if under-quantity).

8. Bidding Procedure:

8.1 **Bidding Procedure**: Any interested suppliers who had not previously bid for a contract **MUST** contact TBC's Bangkok Office prior to submitting a bid and no later than **Friday 7 October 2016.**

The interested suppliers must submit the bid including all required documents set out in Part 8.2 below **by hand, post or E-mail** to:

Krisana Atsawasrisakulchai, Supply Chain and Logistics Manager
The Border Consortium
12/5 Convent Road, Bangrak, Bangkok 10500
Tel: (+662) 238-5027 to 8, Fax: (+662) 266-5376
Email: tbctenderpulses@theborderconsortium.org
before 12:00 noon, Friday 21 October 2016.

8.2 **Bidding Requirement**:

8.2.1 **Documents Required:** All interested suppliers must submit the following documents to TBC's Bangkok Office prior to the bid closing deadline, otherwise the bid will not be considered.

a) **TBC's Bidding Form (Form 001):** completed, signed, and stamped by authorised person(s). Bidding Form(s) must be submitted in **Sealed Envelope** and sent to TBC Bangkok by hand, mail or e-mail. Bidding Forms which have been filled incorrectly will not be considered.

b) **Copy of company registration document.**

c) **Copy of Passport/Identification Card** of the authorised person who signs TBC's Bidding Form and whose name is shown on the company's registration documents and/or letter of authorisation.

d) **Statement of the Company's Bank Account**.

New suppliers, **including the suppliers who are contacting TBC for the first time or those who have never been awarded TBC 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 TBC 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 authorized person(s). A letter of authorization is required, if the name of the person(s) who signs TBC's Bidding Form is different from the name(s) stated in the company's registration document.*

e) The bidder shall sign a **TBC Contractors/Sub-Contractors CODE OF CONDUCT,** stamped by an authorized person, and enclosed with all bidding document.

8.2.2 **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.

For more information about this tender contact Krisana Atsawasrisakulchai at TBC's Bangkok Office at Tel: +662-238-5027-8 or e-mail: sc-l@theborderconsortium.org

THE BORDER CONSORTIUM
เดอะ บอร์เดอร์ คอนซอร์เตี้ยม

Attachment 1: Delivery Schedule
เอกสารแนบท้ายฉบับที่ 1: กำหนดการส่งมอบสินค้า

Tender Dried Split Pulses 2017-1
การประกวดราคาถั่วแห้งผ่าซีก เลขที่ 2017-1

For Refugee Camps in Thailand
สำหรับพื้นที่พักพิงชั่วคราว ในประเทศไทย

Commodity สินค้า — **Dried Split Pulses** ถั่วแห้งผ่าซีก

Delivery Period
กำหนดการส่งของ: **To arrive Bangkok Port during January to March 2017**
ให้จัดส่งถึงท่าเรือกรุงเทพ ตั้งแต่เดือนมกราคม ถึง มีนาคม 2560

Delivery Frequency
ความถี่ในการจัดส่ง: **Monthly**
ให้จัดส่งเดือนละครั้ง

Quote Terms
เงื่อนไขการเสนอราคา: **CIF BMT Port, Thailand only**
ซี ไอ เอฟ ท่าเรือ BMT ประเทศไทย เท่านั้น

Quote Valid Until
ราคาต้องยืนได้ถึงวันที่: **31 March 2017**
31 มีนาคม 2560

Dispatch Place สถานที่นัดรับสินค้า	Unit of Measurement หน่วยสินค้า	Approximated Quantity จำนวนโดยประมาณ			Total Quantity จำนวนรวม
		25th Dec 16 - 5th Jan 17 25 ธ.ค. 59- 5 ม.ค.60	25th Jan - 5th Feb 17 25 ม.ค.- 5 ก.พ..60	25th Feb - 5th Mar 17 25 ก.พ.- 5 มี.ค. 60	
BMT Port, Thailand ท่าเรือ BMT, ประเทศไทย	**Metric Tons** เมตริกตัน	**82.00**	**82.00**	**82.00**	**246.00**

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 TBC Bangkok in the form of an official Purchase Order being faxed directly to the Seller. The price(s) offered must be maintained for possible increase in TBC ordering quantity of up or less to 20% 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 โดยคำนวนมาจากการคาดหมายจำนวนประชากรในแต่ละพื้นที่พักพิงสำหรับช่วงระยะเวลาการบริโภค/การใช้ที่ระบุข้างต้นนี้ จำนวนที่จะต้องจัดส่งจริงในแต่ละเดือนอาจจะแตกต่างไปจากนี้บ้าง ขึ้นอยู่กับการเปลี่ยนแปลงขึ้นลงของจำนวนประชากรในแต่ละพื้นที่พักพิง หลังจากตัดสินผลประกวดราคาและออกสัญญาแล้ว ผู้ขายจะได้รับ ใบสั่งซื้อสินค้า ออกโดยสำนักงานทีบีบีซี กรุงเทพฯ ซึ่งจะเป็นการยืนยันเป็นทางการเกี่ยวกับปริมาณสินค้าที่แน่นอนที่ต้องจัดส่ง ใบสั่งซื้อสินค้านี้จะส่งไปให้ผู้ขายทางโทรสาร (แฟ็กซ์) ราคาที่ผู้ขายเสนอจะต้องสามารถยืนราคาเดิมได้ ในกรณีที่จำนวนการสั่งซื้อของทีบีบีซีเพิ่มขึ้นหรือลดลงไปจากจำนวนสั่งซื้อที่ระบุในสัญญาได้ถึง 20 เปอรเซ็นต์จากจำนวนที่ออกสัญญา อย่างไรก็ตามทางผู้ซื้อจะไม่รับผิดชอบกับต้นทุนของผู้ขายที่อาจเพิ่มขึ้นในกรณีที่ยอดจำนวนสั่งซื้อจริงน้อยกว่ายอดจำนวนที่ประมาณนี้

The Border Consortium เดอะ บอร์เดอร์ คอนซอร์เตี้ยม

12/5 Convent Rd, Bangrak, Bangkok 10500; Tel: (+662) 238-5027-8; Fax: (+662) 266-5376; E-mail: sc-l@theborderconsortium.org
12/5 ถนนคอนแวนต์ บางรัก กรุงเทพฯ 10500; โทร.(+662) 238-5027-8; แฟ็กซ์ (+662) 266-5376

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

TBC Tender Number	**Dried Split Pulses 2017-1**	เลขที่ใบประกวดราคาของ ที บี ซี
Bid & Sample to be submitted before	**12:00 noon, Friday 21 October 2016**	กำหนดยื่นซองพร้อมตัวอย่างก่อนวันที่

Company Name		บริษัทผู้ยื่นแบบประกวดราคาราคา
Address		ที่อยู่
Telephone & Fax		โทร./แฟกซ์
Email		อีเมลล์
Contact Person/Position		ชื่อผู้ยื่นประกวดราคาหรือผู้รับมอบอำนาจ/ตำแหน่ง

Product	**Dried Split Pulses (Food Grade)** **ถั่วแห้งผ่าซีก (เพื่อการบริโภค)**	สินค้า
Specy Name of Pulse/ Pea		ชื่อสายพันธุ์ของถั่ว
Packaging	Single polypropylene sack of 50 kg net weight	การบรรจุหีบห่อ
Marking	None	ตรา หรือ เครื่องหมาย

Quote Terms	**CIF BMT Port, Thailand only**	ปลายทาง 1
Unit of Measure (kilogrammes, litre, metric tonnes)	Metric Tonnes	หน่วย (กิโลกรัม/ลิตร/เมตริกตัน)
Total Number of Units	**246.00**	หน่วย รวมทั้งสิ้น
Price per Unit (USD) CIF[1]		ราคาต่อหน่วย (ยู เอส ดอลล่าร์) ซี ไอ เอฟ [1]
Total Cost (USD) CIF[1]		ราคารวม (ยู เอส ดอลล่าร์) ซี ไอ เอฟ [1]

Quote valid until	**31 March 2017**	ราคาในแบบประกวดราคาใช้ได้ถึงวันที่
Terms of Payment	**T/T 50% after despatch, 50% after cargo receipt and inspection**	เงื่อนไขการชำระเงิน
Time needed to prepare for delivery		ระยะเวลาที่ใช้เตรียมของก่อนส่งมอบ(วัน)

Signature of Company Representative with Company Seal		ลายมือชื่อผู้มีอำนาจหรือผู้รับมอบอำนาจพร้อมประทับตราบริษัท
Date		วันที่

1 **CIF per INCOTERMS 2000, price quoted included the costs and freight to bring the goods to the port of destination. Maritime transport only and including insurance for the goods.**
ซี ไอ เอฟ ตาม "INCOTERMS 2000" คือ ราคารวมค่าขนส่งทางเรือมาถึงท่าเรือปลายทาง รวมถึงค่าประกันภัยสินค้าด้วย

Important Information ข้อมูลสำคัญ

* **Please see Invitation to Tender and the Delivery Schedule for details of this tender.**
  รายละเอียดของการยื่นซองประกวดราคาราคา ให้ดูที่ หนังสือเชื้อเชิญประกวดราคาราคาและตารางการส่งมอบ
* **Bidder must send a clearly-labeled two kg. sample with this Bidding Form.**
  ผู้ยื่นแบบจะต้องยื่นซองประมูลราคาพร้อมตัวอย่างสินค้าจำนวน สองกิโลกรัม ในบรรจุภัณฑ์ที่ปิดมิดชิด พร้อมติดตราชื่อบริษัทหรือยี่ห้อให้ชัดเจน
* **This Bidding Form must be filled in correctly, signed, dated and submitted to TBC by hand, mail or e-mail.**
  แบบประกวดราคาราคาต้องกรอกให้ครบถ้วนถูกต้อง พร้อมเซ็นชื่อประทับตราบริษัท ลงวันที่ แล้วจึงนำมายื่นด้วยตน, ทางไปรษณีย์ หรือ อี-เมลล์
  otherwise this bid will be considered invalid.
  มายังสำนักงาน ที บี ซี กรุงเทพฯ ไม่เช่นนั้นแล้ว ที บี ซี จะถือว่าแบบประกวดราคานั้นเป็นโมฆะ
* **Please attach a copy of Company Registration to this form.**
  ให้ผู้ยื่นซองประกวดราคาแนบเอกสารการจดทะเบียนบริษัท ทะเบียนการค้าหรือหนังสือจดทะเบียนอื่น ๆ ซึ่งออกโดยทางราชการมาพร้อมซองประกวดราคานี้

The Border Consortium
12/5 Convent Road, Bangrak, Bangkok 10500, Tel: (+662) 238-5027-8, Fax: (+662) 266-5376,
E-mail: sc-l@theborderconsortium.org

Attachment 2
Terms & Conditions

1. **Terms of payment**: **T/T 50% after despatch, the rest 50% after receipt and inspection.**

2. **General background, principles, rules and warranty**:

- TBC 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 TBC on completion of the operation on the basis of the expenses presented and declared eligible. No party other than TBC 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 TBC's contractors. The Donor(s) is/are not bound by contracts between TBC and the contractor, and recognize(s) no contractual link between itself/themselves and TBC's contractors.

- Donors require TBC, 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

- TBC's 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 TBC) and sub-contractors who have received Donor's funds, in order to verify the conformity of TBC's 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, licenses 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 TBC an agent, partner, franchisee, employee or representative of the Donor(s). The Seller further undertakes to the TBC 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 TBC or an agent, partner, employee or representative of the TBC 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 TBC 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 TBC or the Donor(s).

3. Ineligibility criteria and grounds for excluding candidates:

- TBC 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.

- TBC 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 TBC 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 organization 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 TBC 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 and Requirement specified in this Invitation to Tender.

4. 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 TBC 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 TBC 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 analyzed in the same way and the same Tender Committee will assess all bids.

- The contract will be awarded by TBC 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 TBC.

5. Violation of Contract and Associated Penalties

a) Violations of this Contract by the **Seller** include, but are not limited to:
   i. Delivering goods not meeting the minimum quality specifications stated in the Contract and Purchase Order.
   ii. Quantity delivered 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 the Contract.
   iv. Ignoring or going against specific instructions or requests given in writing or verbally by TBC staff responsible for deliveries, Thai Government Officials or Refugee Camp Committees.
   v. Engagement in corrupt, fraudulent, collusive or coercive practices.
   vi. Involvement in the exploitation of child labour and violation of the basic social rights and working conditions of their staff.

b) Penalties for the Seller in the event of late delivery with be 0.5% of the purchase order value per day up to a maximum of 10%

c) 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. **Seller** to replace substandard or defective goods immediately as requested by TBC staff responsible.
   iii. **Seller** to send in additional goods, at no charge, to make up for any losses or deficiencies, as requested by TBC 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 TBC.
   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.

6. Contract concluded shall be subject to Thai law.

7. For more information about this tender contact Krisana Atsawasrisakulchai at TBC's Bangkok Office at Tel: +662- 238-5027-8 or e-mail: sc-l@theborderconsortium.org