INVITATION TO TENDER

IODIZED SALT
TENDER SALT _2018-1

Iodized Salt for Delivery from November 2017 – February 2018 to 7 Refugee Camps in Thailand

The Border Consortium (TBC), the “Buyer”, invites you, the “Seller’s”, firm offer for the supply of Iodized Salt, in accordance with the following conditions:

- **Quality**: The minimum quality of the salt to be delivered by the Seller is:
  1. Salt must be fortified with iodine **within the range of 30-40 milligrams iodine per 1 kilogram (30-40 ppm)**. The salt must be a natural pure white and refined texture.
  2. The salt must be fit for human consumption and be free from foreign matter and any chemical contaminants, which are hazardous to health.
  3. The salt must be free-flowing and without excess moisture – e.g. not clumping or wet.
  4. The quality of salt must be comparable to the salt sample that the Seller submits with this tender.

- **Quantity**: Approximately quantity to be delivered by the Seller for each camp is specified in Table below:

**Table 1**: Approximated Quantity for Each Camp

<table>
<thead>
<tr>
<th>Refugee camp</th>
<th>Quantity (Kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site 1</td>
<td>10,800</td>
</tr>
<tr>
<td>Site 2</td>
<td>3,000</td>
</tr>
<tr>
<td>Mae La Oon</td>
<td>9,600</td>
</tr>
<tr>
<td>Mae Ra Ma Luang</td>
<td>10,500</td>
</tr>
<tr>
<td>Mae La</td>
<td>38,700</td>
</tr>
<tr>
<td>U mpiem</td>
<td>11,700</td>
</tr>
<tr>
<td>Don Yang</td>
<td>3,300</td>
</tr>
</tbody>
</table>
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 sample of 2 bags of 1 Kg. salt must be supplied with the tender in clearly-labelled plastic bags. The salt sample must contain the required level of iodine, be packed in a plastic bag printed with the manufacturer’s brand name, as to be used if the **Seller** wins the contract; otherwise the offer will not be considered valid.

- **Origin:** The **seller** is prohibited from supplying iodized salt obtained or originating from sources in Iran, North Korea, Cuba, Sudan, Libya or Syria.

- **Packing:** To be packed as follow:
  - **Inner:** Salt must be packed in **individual plastic bags of 1 Kilogram net** (net weight means the weight of salt only, excluding bag weight). The quality of plastic bags and the seal must be strong enough to prevent moisture penetration, and breakage or leakage during handling and transportation. According to the Thai Ministry of Public Health’s regulations, each package must have a printed label specifying the name of the food, name and address of manufacturer, manufacture date and/or expiry date, the net weight of salt, and the instruction ‘must keep out of the sun and store in dry conditions’. The salt produced by approved manufacturers should already have these details printed on the bags.
  - **Outer:** 50 individual bags must be packed in one **polypropylene sack (total net weight = 50 kg of salt per sack)**, firmly sewn with double machine stitching. The packaging shall remain the property of the **Buyer**.

- **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 TBC 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 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 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.**
THE BORDER CONSORTIUM

Tender SALT_2018-1

For 7 Refugee camps in Thailand

Commodity

Iodized Salt

Delivery Schedule

Delivery Period

To be delivered during 10-20th November 2017 to February 2018

or upon instruction by TBC Field Office in case it is necessary to change delivery schedule.

Delivery Frequency

Once per camp per contract, or upon instruction by TBC Field Office in case it is necessary to change delivery schedule.

Commodity

SALT

Unit of Measure

Kilograms

Delivery Period

To be delivered during

Approx. Quantity

Site 1

25 km west from Mae Hong Son Town

25,000

Site 2

85 km south-west from Mae Hong Son

30,000

Mae La Oon

60 km south-west from Mae Sa Riang

9,600

Mae Ra Ma Luang

45 km south-west from Mae Sa Riang

10,500

Mae La

60 km north from Mae Sot Town

38,700

Umpiem

89 km south from Mae Sot Town

11,700

Don Yang

45 km north-west from Sangklaburi

3,300

 Remarks

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 Field Office(s) in the form of an official Purchase Order being faxed directly to the Seller on monthly basis. The price(s) offered must be maintained for possible more or less in TBC ordering quantity of up 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.

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To be delivered during

Approx. Quantity

Site 1

25 km west from Mae Hong Son Town

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60 km south-west from Mae Sa Riang

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45 km south-west from Mae Sa Riang

10,500

Mae La

60 km north from Mae Sot Town

38,700

Umpiem

89 km south from Mae Sot Town

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Don Yang

45 km north-west from Sangklaburi

3,300

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**Bidding Form-Standard/แบบประกวดราคามาตรฐาน (Form 001)**

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<tbody>
<tr>
<td>Bid &amp; Sample to be submitted before</td>
<td>Before 12:00 hours, Wednesday 18 October 2017</td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
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<td>Contact Person/Position</td>
<td></td>
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<td>Product</td>
<td>Iodized Salt เกลือเสริมไอโอดีน</td>
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<td>Packaging</td>
<td>Inner: Plastic bags of 1 kg. each</td>
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<tr>
<td>Marking</td>
<td></td>
</tr>
<tr>
<td>Refugee camp</td>
<td>Site 1 Refugee Camp ที่พักพิงชั่วคราวไซท์ 1</td>
</tr>
<tr>
<td>Unit of Measure (kilograms, litre, metric tons)</td>
<td>Kilograms</td>
</tr>
<tr>
<td>Total Number of Units</td>
<td>10,800</td>
</tr>
<tr>
<td>Price per Unit (Baht) DDP</td>
<td></td>
</tr>
<tr>
<td>Total Cost (Baht) DDP</td>
<td></td>
</tr>
<tr>
<td>Refugee camp</td>
<td>Site 2 Refugee Camp ที่พักพิงชั่วคราวไซท์ 2</td>
</tr>
<tr>
<td>Unit of Measure (kilograms, litre, metric tons)</td>
<td>Kilograms</td>
</tr>
<tr>
<td>Total Number of Units</td>
<td>3,000</td>
</tr>
<tr>
<td>Price per Unit (Baht) DDP</td>
<td></td>
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<tr>
<td>Total Cost (Baht) DDP</td>
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<td>Quote valid until</td>
<td>31-Aug-2018</td>
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<td>Terms of Payment</td>
<td>Within one month after receiving completed invoice and delivery documents</td>
</tr>
<tr>
<td>Time needed to prepare for delivery</td>
<td></td>
</tr>
<tr>
<td>Signature of Company Representative with Company Seal</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

1. DDP per INCOTERMS 2000. Price quoted includes delivery, packaging, marking and any taxes.
2. DDP หมายความว่า "INCOTERMS 2000", คือราคารวมค่าขนส่ง บรรจุหีบห่อ สัญญาลักษณ์ และภาษีต่างๆ

**Important Information** ข้อมูลสำคัญ

* Please see Invitation to Tender and the Delivery Schedule for details of this tender รายละเอียดของประกาศการประกวดราคา ให้ดูที่ หนังสือเชื้อเชิญประกวดราคาและตารางกำหนดการส่งมอบ
* Bidder must send a clearly-labeled two kg/ltr sample with this Bidding Form. ผู้ยื่นแบบประกวดรับรองจะต้องส่งตัวอย่างสินค้าจำนวน 2 กิโลกรัม/ลิตร พร้อมชื่อผู้ยื่นประกวดหรือยี่ห้อติดอยู่ในบรรจุภัณฑ์ที่ปิดมิดชิด
* This Bidding Form must be filled in correctly, signed, dated and submitted to TBC by hand, mail or e-mail. แบบประกวดราคาให้กรอกฟอร์มแบบนี้ถูกต้อง ลงชื่อ ลงลายมือชื่อ และส่งให้ผู้จัดซื้อแบบด้วยตนเอง ส่งทางไปรษณีย์ หรือทางอีเมล์
* Otherwise this bid will be considered invalid. กรณีผู้ยื่นแบบไม่ปฏิบัติตามข้อบังคับจะถือว่าแบบประกวดราคาไม่ถูกต้อง
* Please attach a copy of Company Registration to this form. โปรดแนบสำเนาหนังสือรับรองการจดทะเบียนบริษัท หรือหนังสือรับรองภาษีลงประจำปีของบริษัทที่คุณยื่นแบบประกวดราคาไปด้วย
**Bidding Form-Standard/แบบประกวดราคา-มาตรฐาน (Form 001)**

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</tbody>
</table>

**Company Information**

- **Company Name**: บริษัทผู้ยื่นแบบประกวด
- **Address**: ที่อยู่
- **Telephone & Fax**: โทร./แฟกซ์
- **Email**: อีเมลล์
- **Contact Person/Position**: ชื่อผู้ยื่นประกวด/ผู้รับมอบอำนาจ

**Product**

- **Product**: Iodized Salt เกลือเสริมไอโอดีน

**Packaging**

- **Inner**: Plastic bags of 1 kg.
- **Outer**: 50 inner bags (50 kg. sack)

**Marking**

- **Brand Label**: ตรามีชื่อบริษัทหรือยี่ห้อ

**Refugee Camp**

- **Mae La Oon Refugee Camp**: แม่ละอูน

<table>
<thead>
<tr>
<th>Unit of Measure (kilograms, litre, metric tons)</th>
<th>Kilograms</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Number of Units</strong></td>
<td>9,600</td>
</tr>
<tr>
<td><strong>Price per Unit (Baht) DDP</strong> D</td>
<td>(บาท)</td>
</tr>
<tr>
<td><strong>Total Cost (Baht) DDP</strong></td>
<td>(บาท)</td>
</tr>
</tbody>
</table>

**Refugee Camp**

- **Mae Ra Ma Luang Refugee Camp**: แม่ระมาหลวง

<table>
<thead>
<tr>
<th>Unit of Measure (kilograms, litre, metric tons)</th>
<th>Kilograms</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Number of Units</strong></td>
<td>10,500</td>
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<tr>
<td><strong>Price per Unit (Baht) DDP</strong> D</td>
<td>(บาท)</td>
</tr>
<tr>
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<td>(บาท)</td>
</tr>
</tbody>
</table>

**Important Information**

1. DDP per INCOTERMS 2000. Price quoted includes delivery, packaging, marking and any taxes.
2. Price must be given in Baht.
3. Terms of Payment: Within one month after receiving completed invoice and delivery documents.
4. Time needed to prepare for delivery: 1 month after receipt of order.

**Other Notes**

- Please see Invitation to Tender and the Delivery Schedule for details of this tender.
- Bidder must submit a clearly-labeled two kg/ltr sample with this Bidding Form.
- This Bidding Form must be filled in correctly, signed, dated and submitted to TBC by hand, mail or e-mail.
- Signature of Company Representative with Company Seal

**Date**

วันที่
**Bidding Form-Standard/แบบประกวดราคามาตรฐาน (Form 001)**

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</tr>
<tr>
<td>Company Name</td>
<td>บริษัทผู้ยื่นแบบประกวดราคา</td>
</tr>
<tr>
<td>Address</td>
<td>ที่อยู่</td>
</tr>
<tr>
<td>Telephone &amp; Fax</td>
<td>โทร./แฟกซ์</td>
</tr>
<tr>
<td>Email</td>
<td>อีเมล์</td>
</tr>
<tr>
<td>Contact Person/Position</td>
<td>ชื่อผู้ยื่นประกวดราคาหรือผู้รับมอบอำนาจ</td>
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<tr>
<td>Product</td>
<td>Iodized Salt เกลือเสริมไอโอดีน</td>
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<tr>
<td>Packaging</td>
<td>Inner: Plastic bags of 1 kg. each</td>
</tr>
<tr>
<td></td>
<td>Outer: 50 inner bags (50 kg. sack)</td>
</tr>
<tr>
<td>Marking</td>
<td>Brand Label ตรีหรือเครื่องหมาย</td>
</tr>
<tr>
<td>Refugee camp</td>
<td>Mae La Refugee Camp พื้นที่พักพิงชั่วคราวแม่หละ</td>
</tr>
<tr>
<td>Unit of Measure (kilograms, litre, metric tons)</td>
<td>Kilograms หน่วย (กรัม)</td>
</tr>
<tr>
<td>Total Number of Units</td>
<td>38,700 หน่วยรวม</td>
</tr>
<tr>
<td>Price per Unit (Baht) DDP</td>
<td>ราคาต่อหน่วย (บำท) ดีดีพี 1</td>
</tr>
<tr>
<td>Total Cost (Baht) DDP</td>
<td>ค่ารวมทั้งหมด (บำท) ดีดีพี 1</td>
</tr>
<tr>
<td>Quote valid until</td>
<td>31-Aug-2018 ราคาใบประกวดราคาใช้ได้ถึงวันที่</td>
</tr>
<tr>
<td>Terms of Payment</td>
<td>Within one month after receiving completed invoice and delivery documents เงื่อนไขการชาระ</td>
</tr>
<tr>
<td>Time needed to prepare for delivery</td>
<td>ระยะเวลาที่ใช้เตรียมของก่อนส่งมอบ(วัน)</td>
</tr>
<tr>
<td>Signature of Company Representative with Company Seal</td>
<td>ลายเซ็นของผู้แทนหรือผู้มีอำนาจลงนาม พร้อมที่มีประทับตราบริษัท</td>
</tr>
<tr>
<td>Date</td>
<td>วันที่</td>
</tr>
</tbody>
</table>

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1 DDP per INCOTERMS 2000. Price quoted includes delivery, packaging, marking and any taxes.

Important Information ข้อมูลสำคัญ

* Please see Invitation to Tender and the Delivery Schedule for details of this tender รูปแบบและรายละเอียดของประกาศราคาให้ดูที่หนังสือเชิญประกวดราคาและตารางส่งมอบ
* Bidders must send a clearly-labeled two kg/ltr sample with this Bidding Form. ผู้ยื่นแบบประกวดราคาต้องส่งตัวอย่างสินค้าที่ชัดเจนพร้อมตราบาร์โค้ดกับแบบประกวดราคา
* This Bidding Form must be filled in correctly, signed, dated and submitted to TBC by hand, mail or e-mail. แบบประกวดราคาต้องมีรายละเอียดครบถ้วน พร้อมทั้งลงลายมือชื่อ ลงวันที่ และส่งต่อ TBC ด้วยตนเอง ไปรษณีย์ หรือผู้จัดหาอื่น ๆ ตามที่ผู้จัดหาได้กำหนดไว้ หรือการส่งอีเมล์ที่อีเมล์ของ TBC
* This bid will be considered invalid. กรณีที่ผู้ยื่นแบบประกวดราคาไม่ปฏิบัติตามข้อกำหนด
* Please attach a copy of Company Registration to this form. ให้แนบให้มีการจดทะเบียนบริษัทและหนังสือจดทะเบียนอื่น ๆ ที่เกี่ยวกับการดำเนินการของบริษัท
## Bidding Form - Standard (Form 001)

### TBC Tender Number

**SALT_2018-1** เลขที่ใบประกวดราคาของ ที บี ซี

### Bid & Sample to be submitted before

**Before 12:00 hours, Wednesday 18 October 2017** กำหนดยื่นซองพร้อมตัวอย่างก่อนวันที่

### Company Name

บริษัทผู้ยื่นแบบประกวดราคา

### Address

ที่อยู่

### Telephone & Fax

โทร./แฟกซ์

### Email

อีเมลล์

### Contact Person/Position

ชื่อผู้ยื่นประกวดราคาหรือผู้รับมอบอำนาจ/ตั้งแหน่ง

### Product

**Iodized Salt** เกลือเสริมไอโอดีน

### Packaging

- **Inner:** Plastic bags of 1 kg. each การบรรจุหีบห่อ
- **Outer:** 50 inner bags (50 kg. sack)

### Marking

Brand Label ตรามใช้ในการระบุบริษัทหรือสินค้า

### Refugee camp

**Umpiem Refugee Camp** พื้นที่พักพิงชั่วคราวอุ้มเปี้ยม

### Unit of Measure (kilograms, litre, metric tons)

**Kilograms** หน่วย (กิโลกรัม)

### Total Number of Units

**11,700** หน่วยรวมทั้งสิ้น

### Price per Unit (Baht) DDP

1 ราคาต่อหน่วย (บาท) DDP

### Total Cost (Baht) DDP

1 ราคารวม (บาท) DDP

### Quote valid until

**31-Aug-2018** ราคาใบประกวดราคาใช้ได้ถึงวันที่

### Terms of Payment

**Within one month after receiving completed invoice and delivery documents** เงื่อนไขการชำระเงิน

### Time needed to prepare for delivery

ระยะเวลำที่ใช้เตรียมของก่อนส่งมอบ (วัน)

### Signature of Company Representative with Company Seal

ลงชื่อผู้แทนบริษัทพร้อมประทับตราสัญญารับมอบอำนาจ

### Date

วันที่

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1 DDP per INCOTERMS 2000. Price quoted includes delivery, packaging, marking and any taxes.

**Important Information** ข้อมูลสําคัญ

- Please see Invitation to Tender and the Delivery Schedule for details of this tender.
- If tender is not submitted within the specified time, it will be considered invalid.
- This Bidding Form must be filled in correctly, signed, dated and submitted to TBC by hand, mail or e-mail. otherwise this bid will be considered invalid.
- Please attach a copy of Company Registration to this form.
# Bidding Form-Standard/แบบประกวดราคามาตรฐาน (Form 001)

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<td>Refugee camp</td>
<td>Don Yang Refugee Camp</td>
</tr>
<tr>
<td>Unit of Measure (kilograms, litre, metric tons)</td>
<td>Kilograms</td>
</tr>
<tr>
<td>Total Number of Units</td>
<td>3,300</td>
</tr>
<tr>
<td>Price per Unit (Baht) DDP</td>
<td>1</td>
</tr>
<tr>
<td>Total Cost (Baht) DDP</td>
<td>1</td>
</tr>
<tr>
<td>Quote valid until</td>
<td>31-Aug-2018</td>
</tr>
<tr>
<td>Terms of Payment</td>
<td>Within one month after receiving completed invoice and delivery documents</td>
</tr>
<tr>
<td>Time needed to prepare for delivery</td>
<td></td>
</tr>
<tr>
<td>Signature of Company Representative with Company Seal</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

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1 DDP per INCOTERMS 2000. Price quoted includes delivery, packaging, marking and any taxes.

**Important Information**

- Please see Invitation to Tender and the Delivery Schedule for details of this tender
- Rama Rama Rama! The Border Consortium is located at 12/5 Convent Rd, Bangrak, Bangkok 10500; Tel: (66-2) 238-5027-8; Fax: (66-2) 266-5376; E-mail: sc-l@theborderconsortium.org

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This Bidding Form must be completed in full and submitted to TBC by mail, email, or hand. If bidder fails to follow the guidelines, this bid will be considered invalid.
ATTACHMENT TO THE INVITATION TO TENDER

Tender SALT_2018-1

Iodized Salt to be delivered from November 2017 to February 2018 to Site 1, Site 2, Mae La Oon and Mae Ra Ma Luang Refugee camp, Mae Hong Son Province, Mae La and Um Piem Refugee Camps, Tak Province and Don Yang Refugee Camp, Kanchanaburi Province

1. General Information:

The Buyer invites your company, the Seller, to bid for supplies consisting of, iodized salt 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) TBC 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 “TBC field office responsible” will be mentioned throughout the Invitation to Tender and this attachment. “TBC field office responsible” refers to TBC’s 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 TBC office responsible for each particular camp:

<table>
<thead>
<tr>
<th>Refugee Camp</th>
<th>Province</th>
<th>TBC Field Office Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site 1, Site 2, Mae Ra Ma Luang, and Mae La Oon</td>
<td>Mae Hong Son</td>
<td>TBC Mae Hong Son (Amphur Muang)</td>
</tr>
<tr>
<td>Mae La</td>
<td>Tak</td>
<td>TBC Mae Sot</td>
</tr>
<tr>
<td>Um Piem</td>
<td>Tak</td>
<td>TBC Um Phang</td>
</tr>
<tr>
<td>Don Yang</td>
<td>Kanchanaburi</td>
<td>TBC Bangkok</td>
</tr>
</tbody>
</table>

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 TBC 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, mail, or e-mail to TBC Bangkok Office before 12:00 noon, Wednesday 18th October 2017.

3.1.2) 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 follow this procedure:

a) New suppliers must contact TBC Bangkok (Mr.Pakin Teecharoen, Supply Chain & Logistics Officer) by phone before 17:00 hours, Monday 9th October 2017 to receive information and documents relating to this tender.

b) After contacting TBC Bangkok, new suppliers must phone the TBC field office to arrange a meeting with the TBC Field Coordinator at least 3 days prior to the appointment and before 17:00 hours, Friday 12th October 2017.

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, mail or e-mail to:
Mr.Pakin Teecharoen, Supply Chain & Logistics Officer
The Border Consortium
12/5 Convent Road, Bangrak, Bangkok 10500
E-mail: tbctendersalt@theborderconsortium.org
before 12:00 noon, Wednesday 18th October 2017

3.2 Bidding Requirement:

3.2.1) Documents Required: All interested suppliers must submit the following documents to TBC Bangkok prior to the bid closing deadline, otherwise the bid will not be considered.

a) TBC 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 TBC Bangkok by hand or by mail only. Bidding Forms which have been filled incorrectly, not received by TBC 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 TBC 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 TBC 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 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 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 TBC 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 TBC’s 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 the standard form is provided by TBC, 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 authorized 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 authorized Camp Committee Staff signs the Delivery Receipt (DR).

- The Seller, in advance, should inform the TBC Field Office of the expected date and time of delivery. Upon completion of the delivery the Seller should inform the TBC 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 authorized 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 weekday during day-time, between 8 a.m. to 5 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.
5. **Code of Conduct and Child Protection Policy:**

Upon the awarding of the contract(s), the **Seller**, as referred to as TBC contractor, and its subcontractor(s) and its staff (i.e. truck companies and drivers) that have any direct dealings with any and all TBC staff and/or beneficiary groups in the Camps shall receive, read carefully, understand, and signed their compliance to TBC Code of Conduct and Child Protection Policy. The **Code of Conduct and Child Protection Policy** provides all TBC contractors and sub-contractors general guidance regarding key issues that must be known. Failure to abide by the Code of Conduct and Child Protection Policy 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 and Child Protection Policy** for TBC Contractors/Sub-Contractors are separated document and excluded in this set of tendering documents. The **Code of Conduct and Child Protection Policy** document are available upon request at TBC’s website: [www.theborderconsortium.org](http://www.theborderconsortium.org) or from TBC 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).

- If consignments in whole or in part be found to be marginally substandard or of a minor defective quality, and the **Seller** elects to address these marginal failures by, for example, re-mixing, re-sieving etc., the **Seller** will be required to arrange a re-test of the product, at the **Seller**’s expense, utilising the **Buyer**’s preferred Inspection Company. No delivery of any part of the consignment may occur until a successful re-test has been conducted.

- 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 TBC 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 TBC’s Bangkok Office with a copy to TBC’s 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 TBC’s Field Office, and leave a copy with the Camp Committee Representative.

c) A confirm delivery signed by the Camp Committee Staff who have been authorised to accept receipt of the goods.

d) The survey Report by the Inspection Company (submitted directly from the Inspection Company to TBC Bangkok.)

- The TBC Bangkok Office will initiate payment to the Seller once it has received confirmation from the TBC 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 TBC 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 TBC Bangkok Office.

8. 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 recognise(s) no contractual link between itself / themselves and TBC 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 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).

9. 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 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 Item 3 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 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.

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 TBC 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 TBC 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 TBC staff responsible at the supplier’s expense.
   iii. Sending additional goods, at no charge to TBC, 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.

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

13. For more information about this tender contact Khun Pakin Teecharoen at TBC Bangkok Office at Tel: (02) 238-5027-8 or e-mail: sc-l@theborderconsortium.org