

THE BORDER CONSORTIUM

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

INVITATION TO TENDER

Tender Ref: SEEDS-2015-2

Seeds for Cool Season 2015

1. General Information:

The **Buyer** invites your company, the **Seller**, to bid for supplies consisting of **36 kinds of seeds** for delivery to the refugee camps as per details in bidding form.

- **Quantity:** The breakdown quantity for each type of seeds is shown the bidding form.
- **Packing:** to be packed as follows:
 - a) **Inner:** Each type of seeds must be packed in **individual plastic bags of 5 kilograms net** (net weight means the weight of seeds only, excluding bag weight). The quality of bags and the seal must be strong enough to prevent moisture penetration, and breakage or leakage during handling and transportation. Each package must have a label clearly specifying the type of the seeds in Thai, English, Mon and Burmese (the wording will be provided by the Buyer), and also the net weight per bag.
 - b) **Outer Sack/Carton:** The inner bags of seeds must be packed in strong outer sacks or cartons with the total net weight of not more than 30 kg. per sack/carton. The packaging shall remain the property of the **Buyer**

2. Bidding Procedure & Requirement:

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

2.1 Bidding Procedure:

- a. Interested suppliers are required to contact TBC's Bangkok Office to express their interest by **Friday 16 October 2015**.
- b. **The interested suppliers must submit the bid including all required documents set out in Part 2.2 below by hand, mail, or e-mail to:**

Krisan Atsawasrisakulchai, Supply Chain & Logistics Manager
The Border Consortium
12/5 Convent Road, Bangrak, Bangkok 10500
Tel: (66-2) 238-5027 to 8, Fax: (66-2) 266-5376
Email: tbctenderseed@theborderconsortium.org
before 12:00 noon, Thursday 22 October 2015.

2.2 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:** 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, 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. **Delivery: It is the Seller's responsibility to have the seeds ready at its factory or warehouse in Thailand by the date(s) specified in the delivery schedule. The Buyer will assign a transportation company which will arrange trucks to pick-up the goods at the Seller's factory or warehouse and deliver to the destinations.**

- **The collection of the goods by the Buyer's transport agency shall be during 16-30 November 2015.**
- The delivery quantities stated in the bidding form are best estimates based on projected camp needs. 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 faxed directly to the Seller at least 10 days prior to the proposed delivery date.
- The **Seller**, at least one week in advance, should confirm with the TBC Bangkok Office and TBC's assigned transportation company of the appointment for date and time of dispatch. If the goods are not ready for dispatch by the periods specified in the Purchase Orders, causing the delay in deliveries, the contract may be suspended at the **Buyer's** discretion.

4. **Code of Conduct and TBC Child Protection Policy:**

Upon the awarding of the contract(s), the **Seller**, as referred to as TBC contractor, and its sub-contractor(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. The **Code of Conduct and TBC 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 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 10 "Violation of Contract and Associated Penalties").

The Code of Conduct and TBC Child Protection Policy for TBC Contractors/Sub-Contractors are separated document and are not included in this set of tendering documents. The **Code of Conduct and TBC Child Protection Policy** document are available upon request at TBC's website: www.theborderconsortium.org or from TBC Bangkok Office.

5. **Inspection:**

The **Buyer**, at its own expense, will appoint a Superintendence Company to conduct inspections covering the checks on quality, quantity, weight, and packing, including the supervision of loading the seeds. The inspection will normally take place at the loading point, and sometimes at the camp destination if necessary. The **Buyer** reserves the right to inform or not to inform the **Seller** about the date, time and place or 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 consignment and expect immediate replacement (for substandard quality), or require the **Seller** to provide additional quantity to cover the shortage (if under-quantity).

Some sample of seeds 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 determine 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 penalize the Seller **Buyer** (See the below Part 11 "Violation of Contract and Associated Penalties").

6. **Terms of payment:**

- The following documentation is necessary before payments will be made to the **Seller**:
 - a) Numbered Invoice including packing list, stating price per unit, quantity delivered, purchase order number(s), and total invoice amount. The **Seller** must submit these to TBC's Bangkok Office.
 - b) The Company's Delivery receipts signed by the transportation company who has been authorised to accept receipt of the goods. The **Seller** should submit the original of these to TBC's Bangkok Office, and leave a copy with the transportation company.
 - c) 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's Bangkok Office.

7. **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 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, 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 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).

8. **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 labor 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 specified in the below Point "2" of this Invitation to Tender.

9. **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.

10. **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 labor 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.

11. Contract concluded shall be subject to Thai law.

12. For more information about this tender contact Khun Krisana Atsawasrisakulchai at TBC Bangkok Office at Tel: (02) 238-5027-8 or E-mail: sc-l@theborderconsortium.org