THE BORDER CONSORTIUM
12/5 Convent Road, Bangrak, Bangkok 10500, Tel: (02) 238-5027-8, E-mail: sc-l@theborderconsortium.org

ATTACHMENT TO THE INVITATION TO TENDER

Tender Number: CHAR 2026-1

1. General Information:

The **Buyer** invites your company, the **Seller**, to bid for supplies consisting of charcoal 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 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:

Refugee Camp	Province	TBC Field Office Responsible
Ban Mai Nai Soi, Ban Mae Surin, Mae La Oon and Mae Ra Ma Luang	Mae Hong Son	TBC Mae Hong Son (Amphur Muang)
Umpiem, Nu Po, Mae La	Tak	TBC Mae Sot
Don Yang	Kanchanaburi	TBC Kanchanaburi
Tham Hin	Ratchaburi	TBC 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 TBC contract(s) for the camp(s) that they will bid for in this tender, must submit t**he bid including all required documents and sample(s) set out in Paragraph 3.2 below**, by hand or by mail to TBC Bangkok Office **before 12:00 noon, Thursday, 12 November 2026**

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, **Supply Chain and Logistics Department** by phone **before 17:00 hours, Monday, 2 November 2026** 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, Monday, 9 November 2026.**

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:

Supply Chain and Logistics Department
The Border Consortium
12/5 Convent Road, Bangrak, Bangkok 10500
E-mail: tbctenderCHR@theborderconsortium.org
before 12:00 noon, Thursday, 12 November 2026

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 authorized 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 authorized person who signs TBC Bidding Form and whose name is shown on the company's registration documents and/or letter of authorization.

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 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 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 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 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 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 Commit- tee staff.

- The delivery of supplies to the camp(s) should be on week day 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.

- **Warning**: The roads to some refugee camps *(Mae Hong Son – Ban Mai Nai Soi and Ban Mae Surin, 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. TBC will not pay for road repairs or compensate the **Seller** if weather and road conditions are adverse.

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 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 Child Protection Policy** provide 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 contrac- tor 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 is a separate document and are not included 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 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 Bangkok Office with a copy to TBC 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) TBC 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 TBC Field Office.

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 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 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 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 "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 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
    - ➢ Product quality
    - ➢ Proven ability to meet quality specifications
    - ➢ Financial capacity
    - ➢ Proven ability to meet delivery schedules
    - ➢ Production capacity
    - ➢ Experience especially in delivering humanitarian assistance
    - ➢ Knowledge of local working conditions
    - ➢ Proximity of operational base to the area
    - ➢ Compliance with international norms
    - ➢ Signed Code of Conduct Declaration within last 12 months

- ❖ 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 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.

12. Contract concluded shall be subject to Thai law.

13. For more information about this tender contact Supply Chain and Logistics Department at TBC Bangkok Office at Tel: (02) 238-5027-8 or e-mail: SC-L@theborderconsortium.org