### KINGDOM OF CAMBODIA

NATION RELIGION KING



#### MINISTRY OF WATER RESOURCES AND METEOROLOGY

Irrigated Agriculture Improvement Project (IAIP)

ADB Loan No. 3877-CAM (COL) / Grant No. 0681-CAM (SF) / Grant No. 0682-CAM (EF)

### NATIONAL SHOPPING DOCUMENT

(REQUEST FOR QUOTATIONS-WITH ADVERTISEMENT)

## **Procurement of Goods**

Single Stage / One Envelope

For

**PROCUREMENT** 

**OF** 

# Supply of Computers and Office Equipment for IAMS Produce Animation 3D Video

Issued on: 21 October 2025

Invitation for Bids No.: PMIC-Equ\_IAMS-G-02-Lot 2
Contract No.: PMIC-Equ\_IAMS-G-02-Lot 2

Purchaser: Project Management and Implementation Consultant

Funding: Asian Development Bank (ADB)

ADB Loan and Grant No.: 3877-CAM (COL) / Grant No. 0681-CAM (SF) / Grant No.

0682-CAM (EF)

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## KINGDOM OF CAMBODIA NATION RELIGION KING

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MINISTRY OF WATER RESOURCES AND METEOROLOGY Irrigated Agriculture Improvement Project (IAIP)

#### REQUEST FOR QUOTATION

RFQ No. PMIC-Equ-IAMS-G-02 Lot 2

## Project Management and Implementation Consultant Wish to Purchase

Supply of Computers and Office Equipment for IAMS Produce Animation 3D Video

Issuance Date: 21 October 2025

- 1. The Kingdom of Cambodia has received a loan from the Asian Development Bank (ADB) toward the cost of the Irrigated Agriculture Improvement Project (IAIP), and it intends to apply part of the proceeds of this *loan* to payments under the Contract for Supply of Computers and Office Equipment for IAMS Produce Animation 3D Video, Contract No. PMIC-Equ-IAMS-G-02 Lot 2
- 2. The goods are required by 2 months from the date of contract.
- 3. Interested qualified eligible suppliers are invited to obtain a copy of the bidding documents free-charge from the address given below by submitting a written application. Except for the submission of a written application, there shall be no other conditions for obtaining the bidding documents.
- 4. To be considered eligible and qualified a bidder must:
  - (i) Meet the eligibility criteria of Asian Development Bank.
  - (ii) Have completed at least two contracts for supply of similar goods in the preceding 3 years (2022, 2023, and 2024) of a value not less than 50% of the quoted price in each contract.
  - (iii) Have completed contracts with a total cumulative value equal to at least two times the value of the quoted price in the preceding 2 years (2023 and 2024).
  - (iv) Not be under any notice of suspension or disbarment issued by the Government or Asian Development Bank.
- 5. Quotations must be delivered to the address given below on or before 3.30 pm on 4 November 2025. Late Quotations will be rejected. Quotations will be opened in public immediately thereafter at the address given below in the presence of the Bidders' representatives who choose to attend.
- 6. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be lowest evaluated quotation and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- All quotations must be accompanied by a quotation and performance securing declaration as described in the bidding documents. Any quotation not accompanied by one will be rejected as non-compliant
- 8. The address where the Bidding Document may be inspected and obtained is: You may contract: Mr.Henry and Ms. Thoeun Chheav Hun, E-mail to: chheavhun777@gmail.com, copy to: <a href="mailto:andreyas.henry@gmail.com">andreyas.henry@gmail.com</a>, Tel: +855 93 763 887 Address: PMIC Office, 2nd Floor, FWUC Building, #364 Preah Monivong Blvd, Sangkat Phsar Daerm Thkov, Khan Chamkarmorn, Phnom Penh, Cambodia,
- 9. In case of any difficulty in purchase of the bidding documents, interested parties may contact in writing to Mr. Im Soursdey, Project Manager of IAIP, Ministry Of Water Resources And Meteorology, address: 2<sup>nd</sup> Floor, FWUC Building, #364 Preah Monivong Blvd, Sangkat Phsar Daerm Thkov, Khan

Chamkarmorn, Phnom Penh, Cambodia, Tel: +855 12 851 630, Email: suasdeyim@yahoo.com, and also send a copy of the communication to:

- (i) Director General: General Department of International Cooperation and Debt Management Ministry of Economy and Finance Building A, 2<sup>nd</sup> Floor, Street 92, Sangkat Wat Phnom'Khan Daun Penh, Cambodia
  - Tel/Fax: +855 (23) 428 424, Email: gdicdm@mef.gov.kh
- (ii) Asian Development Bank, Mr. Long Piseth, Water Resource Management and Agriculture, ADB CARM, Tel: 855 23 215 805, Fax: 855 23 215 807; Email: plong@adb.org,
- 10. The quotation must be submitted on or before 3:30 pm on 3 November 2025 at the following address:

Attention: **Mr. Henry**, PMIC Team Leader Address: PMIC Office, Ground Floor, FWUC Building, #364 Preah Monivong Blvd, Sangkat Phsar Daerm Thkov, Khan Chamkarmorn, Phnom Penh, Cambodia,

- 11. The Government and/or Asian Development Bank will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract financed by the Government and/or the Asian Development Bank respectively, if it at any time determines that the firm has engaged in fraud and corruption during the procurement and execution of this contract as described in ITB Clause 4.
- 12. A complaint may be made by any party at any stage of the procurement process. The procedure is described in Instructions to Bidders, Clause 21 of the Bidding Documents

#### Section 1. Instructions to Bidders

#### 1. Goods:

The Project Management and Implementation Consultant, as the Purchaser, invites quotations for the Supply of Computers and Office Equipment for IAMS Produce Animation 3D Video as described in the Conditions of Contract (CC). The successful bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract.

2. RGC has received funding from Asian Development Bank towards the cost of the Irrigated Agriculture Improvement Project (IAIP). The Purchaser intends to apply a portion of the proceeds of the funding to eligible payments under the contract(s) for which these Bidding Documents are issued. No payment shall be made to persons or entities for any import of goods, if such payment or import is prohibited by a decision of the United Nation's Security Council, taken under chapter VII of the Charter of the United Nations.

#### 3. Eligibility Qualifications of the Bidder:

Only bidders meeting the following criteria will be eligible for an award of contract:

- a) Be from an Asian Development Bank member country
- b) Have completed at least two contracts for supply of similar goods in the preceding 3 Years (2022, 2023, and 2024) of not less than 50% of the quoted price in each contract.
- Have completed contracts with a total cumulative value equal to at least two times the value of the quoted price in the preceding 2 years (2023, and 2024).
- Not be under any notice of disbarment issued by the Royal Government of Cambodia or the Asian Development Bank.

#### 4. Fraud and Corruption:

The DP requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "Corrupt Practice" is the offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence improperly the actions of another party<sup>1</sup>;
  - (ii) "Fraudulent Practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to

<sup>&</sup>lt;sup>1</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes Government and DP staff, and employees of other organizations taking or reviewing selection decisions.

- mislead, a party to obtain financial or other benefit, or to avoid an obligation<sup>2</sup>;
- (iii) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party to influence improperly the actions of a party<sup>3</sup>;
- (iv) "Collusive Practice" is an arrangement between two or more parties, designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
- (v) "Abuse" means theft, waste, or improper use of assets related to the DP- financed project activity, either committed intentionally or through reckless disregard;
- (vi) "Conflict of Interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
- (vii) "Obstructive Practice" is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice by the competent Government and DP authority; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (b) acts intended to materially impede the exercise of the Government or DP inspection and audit rights;
- (viii) "Integrity Violation" is any act, as defined under the DP Integrity Principles accepted by the Government, which violates the Anti-Corruption Policies, where applicable, including points (i) to (vii), stated above and the following: violations of the Government and DP sanctions, retaliation against whistle- blowers or witnesses, and other violations of the Anti-Corruption Policies, including failure to adhere to the highest ethical standards.
- (b) will reject a recommendation for award of the contract if it is determined that the firm or individual recommended for the award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees have directly or indirectly engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations in competing for the contract in question;
- (c) will cancel the portion of the financing allocated to a contract if it is determined at any time that representatives of the Government or of a beneficiary of the DP financing have engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations during the procurement or the execution of the contract, without the Government having taken timely and appropriate action satisfactory to the DP to remedy the situation;
- (d) will sanction a firm or individual, at any time, in accordance with prevailing

<sup>&</sup>lt;sup>2</sup> For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

<sup>&</sup>lt;sup>3</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

<sup>&</sup>lt;sup>4</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

Government and/or DP sanctions procedures<sup>5</sup>, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded or otherwise benefit from a Government or a DP-financed contract, financially or in any other manner; (ii) to be a nominated<sup>6</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government or a DP-financed contract; and (iii) to receive the proceeds of any loan made by the DP or otherwise to participate further in the preparation or implementation of any DP-financed project, if it is determined at any time that the firm or individual has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations in competing for, or in executing, a DP-financed contract.

All bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption, which can be found in Section 5, Bidding Forms, and submit it with their quotation. If this Statement is not signed and submitted with the Quotation by the Bidder, its Quotation will be rejected.

#### **Contents of Quotation Documents:**

The set of Quotation documents comprises the documents listed below:

Request for Quotations,

Section 1 - Instructions to Bidders,

Section 2 - Conditions of Contract for the Supply of Goods,

Section 3 - Price and Delivery Schedule,

Section 4 - Technical Specifications,

Section 5 - Form of Quotation and Statement of Ethical Conduct and Fraud and Corruption,

Section 6 - Form of Contract Agreement,

Section 7 - Quotation and Performance Securing Declaration.

#### **Documents Comprising the QUOTATION:**

The Quotation submitted by the Bidder shall comprise the following documents:

- (a) Form of Quotation
- (b) Price and Delivery Schedule
- (c) Quotation and Performance Securing Declaration.

#### **Quotation and Evaluation Criteria:**

The Bidder's quotation shall be for all required items on a lot basis and evaluation of quotations shall also be lot wise. The Purchaser has the right to reject quotations that are incorrectly completed. The contract will be awarded to the Bidder offering the

<sup>&</sup>lt;sup>5</sup> A firm or an individual may be declared ineligible to be awarded a contract upon (i) completion of the sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed by DP and other International Financial Institutions; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanction's proceedings in accordance with the Government and DP guidelines.

<sup>&</sup>lt;sup>6</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider is one which has been either (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Government.

lowest substantially responsive quotation, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

#### 8. Bidder Prices:

Prices should be quoted in **US Dollars** for the Goods delivered at the final destination (Project Site) specified in the Price and Delivery Schedule, inclusive of all costs such as customs duties, sales and other taxes paid or payable if the contract is awarded, transportation, insurance, and other local charges required for conveying the goods to the final destination. Prices shall remain fixed and is not subject to price adjustment during the period of performance of the contract.

#### 9. Validity of Quotation:

The quotation shall remain valid for the period of sixty (60) calendar days counted from the deadline for submission of quotations specified in Clause 12 of these Instructions. The Purchaser may request Bidders to extend the period of validity for a specified additional period. The Purchaser's request and the Bidder's responses shall be made in writing or by fax or by cable. A Bidder may refuse the request for extension of quotation validity in which case it may withdraw its Quotation without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Quotation.

#### 10. Language of the Quotation:

All documents relating to the Quotation and contract shall be in the **English** language.

#### 11. Preparation and Sealing of Quotation:

The Bidder shall prepare one original of the documents comprising the Quotation as described in Clause 5 of these Instructions and clearly marked "Original". In addition, the Bidder shall also submit one copy which shall be clearly marked as "COPY". In the event of discrepancy between them the original shall prevail. The original and the copy of the Quotation shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Quotation where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Quotation. The Bidder shall seal the original and the copy of the Quotation in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY". The inner and the outer envelopes shall be addressed to the Purchaser at the address provided in the Invitation to Quotation shall provide a warning not to open before the specified time and date for Quotation opening as defined in Clause 15 of these Instructions. The inner envelopes shall indicate the name and full address of the Bidder. If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Quotation.

#### 12. Place and Deadline for Submission of Quotations:

The Quotations shall be delivered to the Purchaser **NO LATER than 3.30 pm on 3**November 2025 at the address given in Clause 10 of the Request for Quotations. Any Quotation received by the Purchaser after the deadline prescribed in this clause will be rejected and returned unopened to the Bidder.

#### 13. Quotation and Performance Securing Declaration:

The Quotation and Performance Securing Declaration should be in accordance with the form included in SECTION 7 - QUOTATION AND PERFORMANCE SECURING

DECLARATION and shall be valid for the warranty period described in Clause 7 of the Conditions of Contract. Any Quotation not accompanied by a Quotation and Performance Securing Declaration will be rejected by the Purchaser as non-responsive. The execution of a Quotation and performance securing declaration will result in the Bidder being held ineligible for bidding in any contracts procured by the RGC for a period of two years from the expiry of the Quotation Validity unless, at a Bidder's option, the Bidder chooses to pay an administrative penalty of two percent (2%) of the total Quotation amount to the Purchaser. The Quotation and Performance Securing Declaration will be executed:

- (a) if a Bidder withdraws its Quotation during the period of Quotation validity specified by the Bidder on the Quotation Form; or
- (b) if the Bidder does not accept the correction of its Quotation Price pursuant to Clause 17 of these Instructions;
- (c) if the successful Bidder fails within the specified time to sign the Contract;
- (d) if the successful bidder, once contracted commits a fundamental breach of contract.

#### 14. Modification and Withdrawal of Quotations:

No Quotations shall be modified after the deadline for submission of Quotations specified above in Clause 12 of these Instructions. Withdrawal of a Quotation between the deadline for submission of Quotations and the expiration of the validity of the Quotations as specified in Clause 9 of these Instructions above may result in the execution of the Quotation and Performance Securing Declaration.

#### 15. Opening of Quotations:

The Purchaser will open the Quotations in the presence of the bidders' representatives who choose to attend, at the time, date, and in the place specified in Clause 10 of the Request for Quotations. The bidders' names and the total amount, including any discounts offered, of each Quotation will be announced and recorded by the Purchaser at the Quotation opening. The Purchaser shall provide all attendees with written minutes of the quotation opening.

#### 16. Process to be Confidential:

All information relating to the examination, clarification, evaluation and comparison of quotations for the contract award shall not be disclosed until the award to the successful Bidder has been announced.

#### 17. Evaluation and Comparison of Quotations:

The Purchaser will award the Contract to the Bidder whose Quotation has been determined to be substantially responsive and compliant to the technical specification and standards therein and who has offered the lowest evaluated quotation. In evaluating the Quotations, the Purchaser will determine for each Quotation, the evaluated Quoted Price by adjusting the Quotation by making any correction for any arithmetic errors as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will

govern;

If a Bidder refuses to accept the correction, his Quotation will be rejected and Quotation and Performance Securing Declaration executed.

#### 18. Purchaser's Right to Accept Any Quotations and to Reject any or all Quotations:

The Purchaser reserves the right to accept or reject any Quotation, and to cancel the process of competition and reject all Quotations, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser' decision.

#### 19. Notification of Award and Signing of Contract:

The Bidder, whose quotation has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the quotation, by facsimile, registered or hand delivered letter. The written notification of award will constitute the formation of the Contract. In the event that no notification of award is issued the signature of the Contract by the Purchaser and Bidder shall constitute the formation of Contract.

#### 20. **Debriefing:**

After the award of contract has been announced an unsuccessful Bidder has the right to request a debriefing to ascertain why its quotation was unsuccessful and the Purchaser has the obligation to provide it. No commercial confidences will be breached and no detailed information concerning other quotations will be disclosed other than the information already read out at quotation opening and the reasons for any and all quotations rejection.

#### 21. Complaints:

A complaint may be made by any party at any stage of the procurement process. No complaint will be responded to during the evaluation period. Complaints received during the evaluation period will be reviewed by the Purchaser and a response issued only after the evaluation is completed. Complaints shall be addressed to Mr. Im Soursdey, Project Manager of IAIP, Ministry Of Water Resources And Meteorology, Address: PMU-ADB and BS MOWRAM Office, Ground Floor of Department of Farmer Water User Community (DoFWUC), Ministry of Water Resources and Meteorology, Tel: (855)12 851 630, Email: suasdeyim@yahoo.com, the Project Manager will investigate the grounds for the complaint and, with the exception of those complaints received during the evaluation period as described above, respond to in writing within 14 calendar days of receiving the complaint. In the event that the response from the Project Manager does not satisfy the bidder or there is no response to the complaint it should be referred to the General Department of Public Procurement, Ministry of Economy and Finance, 92, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Kingdom of Cambodia. In such case, a copy of the complaint should also be sent to the General Department of International Cooperation and Debt Management, Ministry of Economy and Finance, Director General: General Department of International Cooperation and Debt Management Ministry of Economy and Finance Building A, 2nd Floor, Street 92, Sangkat Wat Phnom'Khan Daun Penh, Cambodia, Tel/Fax: +855 (23) 428 424, Email: adicdm@mef.gov.kh, and to the representative of the Asian Development Bank, Mr. Long Piseth, Water Resource Management and Agriculture, ADB CARM, Tel: 855 23 215 805, Fax: 855 23 215 807; Email: plong@adb.org,. The General Department of Public Procurement shall respond to the complaint within 14 calendar days. This is without prejudice to any other recourse that a bidder may choose.

#### 22. Publication of Award:

The Purchaser shall:

- (a) notify in writing all participating bidders of the results of the quotation evaluation promptly after the contract has been awarded, and
- (b) publish in a national newspaper, promptly at the end of each quarter, a notice informing the general public of the availability of contract awards summary and contract registers in the office of the Purchaser.

### Section 2. Conditions of Contract for the Supply of Goods

#### Article 1. General Provisions

- The Supplier confirms that he has examined, read and understood fully all the Contract Documents, being:
  - The Quotation Submission Form submitted by the Supplier,
  - The Price and Delivery Schedule,
  - the Form of Contract,
  - the Conditions of Contract,
  - the Technical Specifications,

which together form the Contract.

- The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
- The laws of the Kingdom of Cambodia will be applicable to the Contract. Every effort shall be made to resolve disputes amicably and without recourse or referral to third parties. Any dispute that cannot be resolved amicably shall be referred by either Party to the (Arbitration Council of Cambodia) Cambodian Chamber of Commerce for adjudication in accordance with the under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

#### Article 2. Purchaser's and Supplier's Obligations

The Purchaser and the Supplier now agree as follows:

-	The Purchas	er pledges to pay the Supplier, the Co	ontra	ct P	rice,		
	[Insert	amount in works and figures] exclus	ive (	of Va	lue-Ad	dd Ta	<b>xes</b> . This
	amount is for	the full delivery of the goods listed	in	the	Price	and	Delivery
	Calaaduda	•					

amount is for the full delivery of the goods listed in the Price and Delivery Schedule.
The Supplier shall supply.
····
[insert description of the goods] on or before the delivery date and at the final destination [Project Site], as stipulated in the Price and Delivery Schedule, and conforming to the standards as stipulated in the Technical Specifications. The Supplier shall be responsible for fully insuring the Goods against loss or damage from "warehouse to warehouse" [final destination] on "All Risk basis".

The Purchaser has the right to reduce the payment to the Supplier by 0.1% of the total price of the Contract for each day of delay beyond the delivery date shown in the Price and Delivery Schedule. The reduction is up to a maximum of 10%, after which the Purchaser may terminate the contract.

- 6. If Force Majeure makes completion of the contract impossible, the Supplier may ask the Purchaser to release him from the Contract.
- 7. The Supplier guarantees that all goods supplied will be new and unused and carry a warranty of **12 months** starting from the actual delivery date of the goods. Throughout this period the Supplier agrees to make good, at its own expense, any defect that appears during that time due to quality of materials or workmanship. The Supplier will submit a warranty certificate issued by the Manufacturer of the goods supplied valid for the period specified in this Clause.
- 8. The Goods supplied under the Contract shall be fully insured in US Dollars against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery at the final destination (Project Site). The insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse (final destination) on "All Risks" basis including War Risks and Strikes.

#### **Article 3. Payment Provisions**

9. Payments will only be made on or after the due date shown in the schedule below, and after fulfillment of the "payment conditions" (whichever is the later).

Payment Schedule						
Steps of	Amount	Scheduled Date	Payment Conditions			
Payment No 1	90% of the value of delivered Goods		Upon receipt of the Goods and Warranty Certificate issued by the Manufacturer			
Payment No 2	Balance 10% of the value of delivered goods		Upon inspection and acceptance of the goods			

- 10. Time allowed for processing of payments will be as follows:
  - 90% of the value of the goods delivered. The Purchaser will issue a receipt for the goods upon delivery and receipt of the necessary warranty certificates issued by the manufacturer. The Supplier shall submit its commercial invoice with the original receipt attached and three copies of both, signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 calendar days of submission;
  - Balance 10% of the value of the goods delivered. Within 30 calendar days of receiving the goods, the Purchaser will undertake any inspections and tests that it deems necessary. Provided that the goods pass any such inspection or tests the Purchaser will issue an acceptance certificate to the Supplier. The Supplier shall submit its commercial invoice with the original acceptance certificate attached and three copies of both, signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 calendar days of submission;
  - In the event that after the expiry of 30 calendar days after the delivery of the goods, the Purchaser does not provide the Supplier with an acceptance certificate (or issue instructions to repair or replace any defective goods), the Supplier shall submit its invoice in three copies signed as true and correct, for the remaining 10% of the value

- of the goods delivered and the Purchaser will effect payment within 30 calendar days of submission.
- 11. If any payment is delayed for more than 1 calendar month after the Due Date for Payment, the Purchaser will pay interest to the Supplier at the rate of 1% of the amount of the payment for the first month and for each subsequent full calendar month during which payments are delayed.

#### **Article 4. Fraud and Corruption**

- 12. The DP requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - "Corrupt Practice" is the offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence improperly the actions of another party<sup>1</sup>;
    - (ii) "Fraudulent Practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit, or to avoid an obligation<sup>2</sup>;
    - (iii) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party to influence improperly the actions of a party<sup>3</sup>;
    - (iv) "Collusive Practice" is an arrangement between two or more parties, designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
    - (v) "Abuse" means theft, waste, or improper use of assets related to the DPfinanced project activity, either committed intentionally or through reckless disregard;
    - (vi) "Conflict of Interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
    - (vii) "Obstructive Practice" is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice by the competent Government and DP authority; and/or threatening, harassing or

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<sup>&</sup>lt;sup>1</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes Government and DP staff, and employees of other organizations taking or reviewing selection decisions.

<sup>&</sup>lt;sup>2</sup> For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

<sup>&</sup>lt;sup>3</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

<sup>&</sup>lt;sup>4</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (b) acts intended to materially impede the exercise of the Government or DP inspection and audit rights;
- (viii) "Integrity Violation" is any act, as defined under the DP Integrity Principles accepted by the Government, which violates the Anti-Corruption Policies, where applicable, including points (i) to (vii), stated above and the following: violations of the Government and DP sanctions, retaliation against whistleblowers or witnesses, and other violations of the Anti-Corruption Policies, including failure to adhere to the highest ethical standards;
- (b) will reject a recommendation for award of the contract if it is determined that the firm or individual recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees have directly or indirectly engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations in competing for the contract in question;
- (c) will cancel the portion of the financing allocated to a contract if it is determined at any time that representatives of the Government or of a beneficiary of the DP financing have engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to the DP to remedy the situation;
- (d) will sanction a firm or individual, at any time, in accordance with prevailing Government and/or DP sanctions procedures<sup>5</sup>, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded or otherwise benefit from a Government or a DP-financed contract, financially or in any other manner; and (ii) to be a nominated<sup>6</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government or a DP-financed contract; and (iii) to receive the proceeds of any loan made by the DP or otherwise to participate further in the preparation or implementation of any DP-financed project, if it is determined at any time that the firm or individual has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations in competing for, or in executing, a DP-financed contract.

#### **Article 5. Termination**

- 13. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Supplier.
- 14. The Purchaser, by written notice sent to the Supplier, may terminate the Contract in whole or in part, at any time for its convenience. The Goods that are complete and ready for transportation to the final destination within fourteen calendar days after the Supplier's receipt of this notice of termination shall be accepted by the Purchaser at the

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<sup>&</sup>lt;sup>5</sup> A firm or an individual may be declared ineligible to be awarded a contract upon (i) completion of the sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed by DP and other International Financial Institutions; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanction's proceedings in accordance with the Government and DP guidelines.

<sup>&</sup>lt;sup>6</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider is one which has been either (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Government.

Contract terms and prices.

rticle 6.	Special Conditions					
5						
	Purchaser		Supplier			
Name	:	Name	:			
Position	:	Position	:			
Date	:	Date	:			

## **Section 3. Price and Delivery Schedule**

Description of Contract: Supply and Delivery of Computers and Office Equipment for IAMS Produce Animation 3D Video Contract No. PMIC-Equ-IAMS-G-02 Lot 2

Line Item N°	Description of Goods	Quantity	Physical unit	Delivery Final Destination	Delivery Period	Unit Price, inclusive of any taxes and duties payable	Total price inclusive of any taxes and duties payable
1	Laptop Computer	3	Unit	MINISTRY OF WATER RESOURCES AND METEOROLOGY (Phnom Penh)	2 months		
2	Laptop Computer	3	Unit	Ditto	2 months		
3	Laptop Computer Touchscreen	1	Unit	Ditto	2 months		
4	iPad	5	Unit	Ditto	2 months		
5	iPad Mini	4	Unit	Ditto	2 months		
					Tot	al Contract Price	
Sub-Total (In Words )							
				,			

Authorized Cignoture of Diddor (and office Cool)	
Authorized Signature of Bidder (and affix Seal)	

Currency to be used is US Dollars. 1. Currency to be used is US Dollars. The price shall exclusive of Value-Add Taxes, but includes transportation, insurances, and any other local charges for delivery and complete installation of the goods up to final destination.

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

PMIC-Equ-IAMS-G-02 Lot 2

## **Section 4. Technical Specifications**

- (1) Bidders are requested to specify for each item offered: item number, brand name, AND any deviation from technical requirements. The bidder must provide reference catalogue and comparison statement showing differences between the technical requirement in the quotation and the technical specification provided by bidder. If the bidder does not provide clear information or provides misinformation, no clarification will be sought and the bidder may be determined to be non-responsive for the technical comparison.
- (2) **Statement of Compliance** Bidders must state here either "Comply" of "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" of must be supported by evidence in a bidder's quotations and cross-referenced to that evidence.

A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the quotation under evaluation liable for rejection. A statement either in the bidders statement of compliance or the supporting evidence that is found to be false either during evaluation or the execution of the contract may be regarded as fraudulent and render the bidder or supplier liable for prosecution.

No.	Item Name	Item Specification	Description of Item	Statement of
			/Relate Services	Compliance
			Offered by Bidder	
1	Laptop Computer	OS: IOS CPU: M4-14C-20G RAM: 24GB Storage: SSD-1TB Screen Display: 14.2" Liquid Retina XDR Must include Hub Type-C SSK Pro 10-in-1 (4 pcs) Must include laptop accessory: bag and mouse Warranty 1 Year on parts and 1 year on service.		
2	Laptop Computer	Intel® Core™ Ultra 9 275HX ( 24T /24T ) RAM: 64GB SSD: 2TB PCle G5 + 2TB PCle G4 18" UHD+ 100% DCl-P3, MiniLED 120Hz GPU: NVIDIA RTX 5080 16GB GDDR7 Keyboard: Per-Key RGB by SteelSeries OS: Windows 11 License 4-Cell 99 Battery (Whr)   400W adapter Weight: 3.6Kg   Core BlackMouse Wireless Targus W600 Mouse Pad G7 (Fruit) Cleaning Kit For Screen Laptop Keyboard Cover Laptop 15.6" Must include Hub Type-C SSK Pro 10-in-1 Must include laptop accessory: bag and mouse Warranty 1 Year on parts and 1 year on service.		

#### **Request for Quotation**

3	Laptop	OS: Windows 11 Pro License	
3	Computer	Processor: Intel® Core™ Ultra 7 (Lunar	
	Touchscreen	Lake)	
	1040110010011	Memory: 32GB LPDDR5X-8533MT/s	
		(Memory on Package)	
		Storage: 2TB M.2 NVMe SSD	
		Display: 15.3" 2.8K (2880 x 1800) OLED,	
		Anti-Reflection, HDR 600 True Black,	
		100% DCI-P3, 500 nits, 120Hz,	
		touchscreen	
		Graphics: Integrated Intel® Arc™	
		Graphics	
		Webcam: 8MP IR with E-Shutter (with AI	
		features)	
		Audio: ForcePad (haptic touchpad)	
		Keyboard: Backlit with a Fingerprint	
		Reader	
1		Wireless: Intel® Wi-Fi 7 BE201 (2x2 BE)	
1		& Bluetooth® 5.4	
1		Ports: USB-A, two USB-C/Thunderbolt 4s,	
		HDMI 2.0, headphone jack	
		Battery: 80Wh	
		Color: Thunder GreyAl	
		Smart Modes: Integrated AI features	
		dedicated key.	
		Smart Mode: Intelligently adapts	
		functionality based on the user's activity.	
		Must include Hub Type-C SSK Pro 10-in-1	
		(1 pcs)	
		Must include laptop accessory: bag and	
		mouse	
		Warranty 1 Year on parts and 1 year on	
		service.	
4	iPad	Version pro 11" M4 Chip Wifi-Cellular	
		Size: 11 inch	
1		Storage: 2TB	
1		RAM:16GB	
1		Must include MAGIC KEYBOARD WHITE	
1		12 MX2D3ZA	
1		Must include one PENCIL PRO	
1		Warranty 1 Year on parts and 1 year on	
1		service.	
5	iPad Mini	OS: IOS A17 Pro chip Wifi-Cellular	
		Size: 8.3 inch	
1		Storage: 512GB,	
		CPU: 16-core Neural Engine,	
		Liquid Retina display LED backlit Multi-	
		Touch display with IPS technology, 2266-	
		by-1488 resolution at 326 ppi	
		Wide color (P3)	
		12MP Wide camera, f/1.8 aperture	
		Warranty 1 Year on parts and 1 year on	
		service.	
1		SCIVICE.	

Authorized	Signatura	Ωf	Riddor	(and	affiv	Spall
Authonzeu	Signature	Oi	Didaci	(anu	allix	Ocai)

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Request for Quotation				
Name and Title of Signatory:				

## **Section 5.1. Form of Quotation**

Date:
To: PMIC Team Leader, Project Director of RWSHISDP PMU-ADB and BS MOWRAM Office, Ground Floor of Department of Farmer Water User Community (DoFWUC), Ministry of Water Resources and Meteorology
We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified therein, the following Goods Supply of Computers and Office Equipment for IAMS Produce Animation 3D Video, RFQ No. PMIC-EquIAMS-G-02 Lot 2. The total price of our Quotation, including any discounts offered, is US Dollars [in words] [in words] US Dollars, exclusive of Value-Add Taxes.
This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.
We hereby confirm that this Quotation will remain valid for 60 calendar days after the Deadline for Submission of Quotations.
We note and accept without reservation the Government's and the Development Partner's (when other than the Government) right to audit and inspect any and all records relating both to the preparation of our Quotation, and if our Quotation is successful, the execution of the resulting contract.
Authorized Signature:
Name and Title of Signatory
Name of Bidder and affix Seal:
Duly authorized to sign the Quotation for and on behalf of [insert complete name of the Bidder and affix official seal of the Bidder].
Dated onday of,[insert date of signing].
[The <b>Bidder</b> shall fill in and submit this form with the Quotation.]

# Section 5.2. Statement on Ethical Conduct and Fraud and Corruption

We the undersigned confirm in the preparation of our quotation that:

- (i) Neither we, nor any of our employees, associates, agents, shareholders, partners, consultants or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
- (ii) Should we become aware of the potential for such a conflict, we will report it immediately to the Purchaser.
- (iii) Neither we, nor any of our employees, associates, agents, shareholders, partners, consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our quotation.
- (iv) We understand our obligation to allow the Government or the funding agency to inspect all records relating to the preparation of our quotation and any contract that may result from such, irrespective of being awarded a contract or not.
- (v) No payments in connection with this procurement exercise have been made by us, our associates, agents, shareholders, partners or their relatives or associates to any of the staff, associates, consultants, employees or relatives of such who are involved with the procurement process on behalf of the Purchaser.
- (vi) We understand that if we are found to be in breach of this declaration, we will be ineligible to be considered for any contracts with the Government of the Kingdom of Cambodia funded by the funding agency and/or other sources for a period to be determined by them.

Authorized Signatur	e:		-
Name and Title of S	ignatory		_
Name of Bidder and	affix Seal:		
Duly authorized to s Bidder and affix office	•	-	sert complete name of the
Dated on	_day of	,	[insert date of signing].
The <b>Bidder</b> shall fill	in and submit th	ne Declaration with t	the Bid

# Section 6. Form of Contract Agreement Agreement

This Agreement is made the year] by and between	[insert date]day of [insert month]	[inser
[insert name and address of Purc	chaser] (hereinafter called "the Purchaser") ar	nd
Figure 14 to 2000 and a deluce 2 of Country	liou 1 As a main after a salled "the a Committee" of the a	

[insert name and address of Supplier] (hereinafter called "the Supplier") of the other part.

**Whereas** the Purchaser requested for quotations for certain Goods viz., [insert brief description of Goods] and has accepted a Quotation by the Supplier for the supply of those Goods in the sum of [insert amount of contract price in words and figures, expressed in United States Dollars] (hereinafter called "the Contract Price").

## Now this Agreement witnesses as follows:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 2. The following documents shall be deem to form and read and construe as part of the Contract:
  - (a) The Form of Contract,
  - (b) The Conditions of Contract,
  - (c) The Specifications
  - (d) The Quotation Submission Form,
  - (e) The Price and Delivery Schedule,
  - (f) The Purchaser's Notification of Award (if applicable)
  - (g) Quotation and Performance Securing Declaration
- This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the execution

and completion of the Contract the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties thereto have caused this Agreement to be executed in accordance with the laws of the Kingdom of Cambodia on the day and year indicated above.

For and on behalf of the Purchaser		For and on behalf of the Supplier	
	. a. o.i.aooi		
Name	:	Name	:
Position	:	Position	:

#### [Letterhead of the Purchaser/EA]

#### Letter of Notification of Award

#### **Letter of Acceptance**

[Insert Date]

Project Name: Irrigated Agriculture Improvement Project (IAIP)

Contract Name: Supply of Computers and Office Equipment for IAMS Produce Animation 3D Video

Contract Number: PMIC-Equ-IAMS-G-02 Lot 2

Name of Successful Bidder:

Address:

Fax No/Telephone/Email:

**Attention:** [Name of the Authorized Signatory of the Successful Bidder]

Subject: NOTIFICATION OF AWARD for [the Contract No. ... ... and Description of Contract.]

This is to notify that your Quotation dated [insert] submitted for the execution of the [insert name of the contract and identification number, as given in the Request for Quotation] for the Accepted Contract Amount of [state amount in words and figures and name of currency. If award is for more than one Lot, state for each Lot] which is/are inclusive of all taxes and as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by [name of the EA].

You are hereby instructed to sign and return the attached Contract Documents within 14 days after receipt of this Letter of Notification of Award.

Yours Sincerely,

Authorized Signatory

Name and Title of the Signatory [Project Director or/Project Manager.]

Name of the Project Management Office

Name of the EA/IA

I hereby confirm that I have received this Notification of Award and the attached Contract Documents and confirm that I will sign and submit the Contract Documents and comply with the requirement for submission of performance security in accordance with the Instructions to Bidder and the Conditions of Contract.

Signature of the Authorized Representative of the

Supplier Name of the Authorized Representative

Date and Stamp of Seal

# Section 7. Quotation and Performance Securing Declaration

[the Bidder shall fill in this form in accordance with the instructions indicated in brackets.]

Date: [insert date]

Name of Contract: Supply of Computers and Office Equipment for IAMS Produce Animation 3D Video.

Request for Quotation No.: PMIC-Equ-IAMS-G-02 Lot 2

To: PMIC-Team Leader

Address: PMIC Office, Ground Floor, FWUC Building, #364 Preah Monivong Blvd, Sangkat Phsar Daerm Thkov, Khan Chamkarmorn, Phnom Penh, Cambodia,

We, the undersigned, declare that:

- 1. We understand that, according to your conditions, quotations must be supported by a quotation and performance securing declaration.
- 2. We accept that we shall be suspended from being eligible for bidding in any contract with the Government of Cambodia for the period of time of two years starting on the date we receive notification from the Purchaser that our Bid-Securing Declaration is executed within fourteen calendar days of the date of issue of such notification, when we are in breach of our obligation(s) under the quotation conditions and contract conditions, because we:
  - (a) have withdrawn our quotation during the period of quotation validity specified by us in the quotation Submission Sheet; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders, or
  - (c) having been notified of the acceptance of our quotation by the Purchaser during the period of quotation validity, fail or refuse to execute the Contract Agreement, if required, or
  - (d) committed a fundamental breach of contract leading to the Purchaser's termination of the contract for reasons of our default.
- We understand this performance securing declaration shall expire if we are not the successful bidder, upon earlier (i) our receipt of your notification to us of the name of the successful Bidder or (ii) 30 calendar days after the expiry of the validity of our Quotation.
- 4. We understand that if we are a JV, the Quotation and Performance Securing Declaration must be in the name of the JV that submits the quotation. If the JV has not been legally constituted at the time of bidding, the Quotation and Performance Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [insert signature(s) of the Authorized Representative].

Name [insert printed or typed name].

In the Capacity of [insert title].

Duly authorized to sign the quotation for and on behalf of [insert authorizing entity]. Dated on [insert day] day of [insert month], [insert year].