

**KINGDOM OF CAMBODIA**

**Arbitration Council Foundation (ACF)**

**Demand for Good Governance Project (DFGG)**

**BIDDING DOCUMENT**

**National Shopping Document**

**for**

**Supply and Delivery of Office Equipments**

**Bid No. ACF/DFGG/NS 01/09**

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## Invitation to BID

### DEMAND FOR GOOD GOVERNANCE PROJECT

#### The Arbitration Council Foundation

#### Wishes to purchase: Supply and Delivery of Office Equipments

1. The goods are required to be supplied within 30 (thirty) days from the date of contract signing.
2. Interested qualified eligible suppliers are invited to obtain a copy of the bidding documents free-of-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.
3. To be considered eligible and qualified a firm or individual must
  - a) Have completed within the last 3 years at least one contract of a similar nature of at least 50% of the value of the bid.
  - b) Have completed in the last 2 years, contracts with a total cumulative value of three times that bid.
  - c) Not be under any notice of disbarment issued by the Government of Cambodia or the World Bank.
4. Bids must be delivered to the address given below **at or before 14:30 PM on 30<sup>th</sup> June 2009**. Late bids will be rejected. Bids will be opened in public immediately thereafter at the address given below in the presence of the Bidders' representatives and the project's beneficiaries from the concerned local community who choose to attend shall be allowed to be present in person.
5. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
6. All bids must be accompanied by a bid securing declaration as described in the bidding documents. Any bid not accompanied by one will be rejected as non-compliant.
7. The address where the document may be inspected and obtained is:

Arbitration Council Foundation (ACF)

Demand for Good Governance Project (DFGG)

Address: Phnom Penh Center, Building A, 3<sup>rd</sup> Floor, Room 331, Sothearos Blvd.,  
Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh, Cambodia

Tel: 023 223 506 Fax: 023 224 979

E-mail: bids@arbitrationcouncil.org

8. In case of any difficulty in obtaining the bidding documents, interested parties may contact in writing Mr. Sok Lor, ACF Executive Director and Project Director of DFGG Project – Support to the Arbitration Council, Tel: 023 223 506, Fax: 023 224 979, e-mail: [lsok@arbitrationcouncil.org](mailto:lsok@arbitrationcouncil.org), and also send a copy of the communication to Mr. Tauch Chan Kresna, Chief of World Bank Division, Tel/Fax: 023 725 341, Department of Investment and Cooperation, Ministry of Economy and Finance, No. 92, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia.

9. The address for bid submission and bid opening is:

Arbitration Council Foundation (ACF)

Demand for Good Governance Project (DFGG Project)

Address: Phnom Penh Center, Building A, 3<sup>rd</sup> Floor, Room 331, Sothearos Blvd.,

Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh, Cambodia

Tel: 023 223 506 Fax: 023 224 979

E-mail: [bids@arbitrationcouncil.org](mailto:bids@arbitrationcouncil.org)

10. The Government of Cambodia and/or the Funding Agency will declare a firm ineligible either indefinitely or for a stated period of time, to be financed by the Government of Cambodia and/or the Funding Agency respectively, if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for or in executing a contract.

## SECTION 1: INSTRUCTIONS TO BIDDERS

1. **Goods:** The Demand for Good Governance Project as the Purchaser invites bids for the supply and delivery of Office Equipments as described in Section 3: Price and Delivery Schedule. The successful bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract.
2. The Royal Government of Cambodia has received funding from International Development Association towards the cost of Demand for Good Governance Project. The Purchaser intends to apply a portion of the proceeds of the funding to eligible payments under the contract(s) for which this Bidding Document is 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 Nation.
3. **Eligibility and Qualifications of the Bidder:** Only bidders that meet the following criteria will be eligible for an award of contract:
  - a) Have completed within the last 3 years at least one contract of a similar nature of at least 50% of the value of the bid.
  - b) Have completed in the last 2 years contracts with a total cumulative value of three times that bid.
  - c) Not be under any notice of disbarment issued by the Government, or the World Bank.

The bidder shall be required to provide documentary evidence with its bid to demonstrate that it meets the above requirements.

4. **Fraud and Corruption.** The Funding Agency requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, both the Funding Agency and the Government of Cambodia (GoC):
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) *“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and*
    - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoC of the benefits of free and open competition;*
    - (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*

- (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.;*
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent, coercive or collusive practices in competing for the contract in question;
- (c) will declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded both by the Funding Agency and the GoC if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.
- (d) will have the right to inspect and audit the records of any bidder or supplier relating to either the bidding process itself or the resulting award and execution of a contract. The inspection and audit may, at the discretion of the Funding Agency or GoC, be undertaken by independent auditors appointed by them. Furthermore successful bidder attention is drawn to Clause 5 of Conditions of Contract (CC).
- (e) The Funding Agency will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Borrower or Recipient or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower or Recipient having taken timely and appropriate action satisfactory to the Funding Agency to remedy the situation.
- (f) All bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption provided in and submit it with their bid.

**5. Contents of Bid Documents:** The set of Bid documents comprises the documents listed below:

Invitation to Bid

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 AND DRAWINGS

SECTION 5. FORM OF BID

SECTION 6. FORM OF CONTRACT AGREEMENT

SECTION 7. BID AND PERFORMANCE SECURING DECLARATION

**6. Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:

Form of Bid

Price and Delivery Schedule

Bid and Performance Securing Declaration

**7. Bid and Evaluation Criteria:**

“The Bidder must bid for all the required items on Section 3. Price and Delivery Schedule.

The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 8. Bid 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 not subject to price adjustment during the period of performance of the contract.
- 9. Validity of Bid.** The bid shall remain valid for the period of **sixty (60) calendar days** counted from the deadline for submission of bids specified in Paragraph 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 bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.
- 10. Language of the Bid:** All documents relating to the Bid and contract shall be in English language
- 11. Preparation and Sealing of Bid:** The Bidder shall prepare **one original** of the documents comprising the Bid as described in Paragraph 6 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 Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The Bidder shall seal the original and the copy of the Bid 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 paragraph 8 the Invitation to Bid and shall provide a warning “DO NOT OPEN BEFORE THE SPECIFIED TIME AND DATE FOR BID OPENING” as defined in paragraph 12 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 Bid.
- 12. Place and Deadline for Submission of Bids:** The Bids shall be delivered to the Purchaser **NO LATER than 14:30PM on. 30<sup>th</sup> June 2009** at the address given in paragraph 9 of the Invitation for Bids. Any Bid received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.

**13. Bid and Performance Securing Declaration:** The Bid and Performance Securing Declaration should be in accordance with the form included in SECTION 7: BID AND PERFORMANCE SECURING DECLARATION. Any Bid not accompanied by a Bid and Performance Securing Declaration will be rejected by the Purchaser as non-responsive. The execution of a bid securing declaration will result in the Bidder being held ineligible for all contracts let by the GoC irrespective of the funding source for a period of two years from the expiry of the Bid Validity unless, at a Bidder's option, the Bidder chooses to pay an administrative penalty of two percent of the total amount bid to the Purchaser. The Bid Securing and Performance Declaration will be executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to paragraph 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 Bids:** No Bids shall be modified after the deadline for submission of Bids specified above in paragraph 12 of these Instructions. Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the validity of the Bids as specified in paragraph 9 of these Instructions above may result in the execution of the Bid and Performance Securing Declaration.

**15. Opening of Bids:** The Purchaser will open the Bids in the presence of the bidders' representatives and representatives of the project's beneficiaries from the local community who choose to attend, at the time, date, and in the place specified in paragraph 12 of these Instructions. The bidders' names and the total amount of each Bid will be announced by the Purchaser at the Bid opening. The Purchaser shall provide all attendees with written minutes of the bid opening.

**16. Process to be Confidential:** All information relating to the examination, clarification, evaluation and comparison of bids for the contract award shall not be disclosed until the award to the successful Bidder has been announced.

**17. Evaluation and Comparison of Bids:** The Purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the technical specification and standards therein and who has offered the lowest evaluated Bid and has been determined to be qualified to perform the Contract satisfactorily. In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price 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 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;

- c) If a Bidder refuses to accept the correction, his Bid will be rejected and Bid and Performance Securing Declaration executed.

**18. Purchaser's Right to Accept Any Bids and to Reject any or all Bids:** The Purchaser reserves the right to accept or reject any bid, and to cancel the process of competition and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s).

**19. Notification of Award and Signing of Contract:** The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by registered letter. The written notification of award will constitute the formation of the 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 bid was unsuccessful and the Purchaser the obligation to provide it. No commercial confidences will be breached and no detailed information concerning other bids will be disclosed other than the information already read out at bid opening and the reasons for any and all bids 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. Sok Lor, ACF Executive Director and Project Director of DFGG Project – Support to the Arbitration Council, Tel: 023 223 506, Fax: 023 224 979, e-mail: lsok@arbitrationcouncil.org, Arbitration Council Foundation. The Project Director 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 Director does not satisfy the bidder or there is no response to the complaint it should be referred to the Department of Public Procurement, Ministry of Economy and Finance, No. 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 Department of Investment and Cooperation, Ministry of Economy and Finance, Attn: Mr. Tauch Chan Kresna, Chief of World Bank Division, Tel/Fax: 023 725 341, and to the representative of the Funding Agency, WB Cambodia Country Office, attention: Mr. Janmejay Singh, Task Team Leader, at 113 Norodom Blvd., Phnom Penh, Tel: 023 217 304, Fax: 023 210 504. The 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

- (i) notify in writing all participating bidders of the results of the bid evaluation promptly after the contract has been awarded, and
- (ii) (ii) 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**

1. The Supplier confirms that he has examined, read and understood fully all the Contract Documents, being
  - i. The Form of Contract,
  - ii. the Conditions of Contract,
  - iii. the Special Conditions of Contract
  - iv. the Technical Specifications
  - v. the Form of Bid submitted by the Supplier,
  - vi. the Price and Delivery Schedule,
  - vii. the Purchaser's Notification of Award together form the Contract
2. The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
3. The law applicable to the Contract shall be that of Cambodia. 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 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**

1. The Purchaser and the Contractor now agree as follows:
  - The Contract Price is .....(*Insert US Dollar amount in words and figures*). This amount is for the full delivery and Installation of the goods listed in the Price and Delivery Schedule.
  - The Supplier shall supply:

Office Equipment on or before the delivery date and at the final destination (Project Site) indicated in the Price and Delivery Schedule. The Supplier shall be responsible for fully insuring the Goods against loss or damage from "warehouse to warehouse" (final destination) on "All Risk basis".
2. 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%, then after the Purchaser may terminate the contract.

3. If war or natural disaster makes completion of the contract impossible, the Supplier may ask the Purchaser to release him from the Contract.
4. The Supplier guarantees that all goods supplied will be new and unused and carry a warranty of 3 years 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.

### **Article 3      Payment Provisions**

1. Payments will be made according to the schedule and terms and conditions set out below, .

<b>Steps of Payment</b>	<b>Amount</b>	<b>Payment Conditions</b>
Payment No 1	90% of the Contract Price	Upon receipt of the Goods
Payment No 2	10% of the Contract Price	Upon inspection and acceptance of the goods

2. Processing of payments will be as follows:
  - i. 90% of the Contract Price. The Purchaser will issue a receipt for the goods upon delivery to the Project Site, 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 days of submission;
  - ii. 10% of the Contract Price. Within 7 days of receiving the goods the Purchase 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 days of submission.
  - iii. In the event that after the expiry of 7 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 days of submission.

3. Payment shall be made in US Dollars in the proportion specified below.

In US Dollars 100 %

4. 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 2% of the amount of the payment for the first month and for each subsequent full calendar month during which payments are delayed.
5. If the Contract is cancelled because of the fault of the Supplier, the Purchaser has the right to obtain the goods from another source. The Supplier shall be liable for any purchase costs paid in excess of this Contract's value.

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

1. The Funding Agency requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts.. In pursuance of this policy, both the Funding Agency and the GoC:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) *“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and*
- (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoC of the benefits of free and open competition;*
- (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.;

(b) will declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded both by the Funding Agency and the GoC if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.

2. The Funding Agency will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Borrower or Recipient or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower or Recipient having taken timely and appropriate action satisfactory to the Funding Agency to remedy the situation
3. The Funding Agency and the GoC will have the right to require that Suppliers permit the Funding Agency and the GoC to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Funding Agency and the GoC.

## Article 5      Special Conditions

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In witness of what has been agreed above, the signatures of the authorized representatives of the two Parties are affixed below on the date shown.

◆ <i>Purchaser</i>	◆ <i>Supplier</i>
Name            : -----	Name            : -----
Position        : -----	Position        : -----
Date             : -----	Date             : -----

**SECTION 3: PRICE AND DELIVERY SCHEDULE**

<b>Item No</b>	<b>Description of Goods</b>	<b>Qty</b>	<b>Physical unit</b>	<b>Delivery Final Destination (Project Site)</b>	<b>Delivery Date (after contract signing date)</b>	<b>Unit price per item delivered at Final Destination (Project Site)<sup>1</sup> (in US\$)</b>	<b>Total price per item delivered at Final Destination (Project Site)<sup>1</sup> (in US\$)</b>
1	Computer Desktop	<b>8</b>	Set	<b>Arbitration Council Foundation</b>	30 (thirty) days		
2	Computer Laptop	<b>2</b>	Set				
3	Printer Laser Jet Black and White	<b>1</b>	Set				
4	Scanner	<b>1</b>	Set				
5	Digital Photocopier	<b>1</b>	Set				
	<b>Total</b>						

**Total Bid Price**.....**in words**.....

**Authorized Signature of Bidder**..... (please fix stamp)

**Name and title of Signatory**.....

**Name of firm**.....

**Address, Phone and Fax number, if any**.....

**Date**: .....

1. Currency to be used is US Dollars. The price shall include all customs duties and sales and other taxes already paid or payable, transportation, insurances, and any other local charges for delivery of the goods up to final destination.

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.  
 Catalogue of the products should be attached for our examination.

## SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS.

**Statement of Compliance** Bidders must state here either “Comply” or “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 bidders bid 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 bid 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.

Item No.	Description of Goods and Technical Specifications Required	Description of Goods and Technical Specification Offered (material be new, unused, brand name and model)
		<b>Statement of Compliance</b>
1	<p><b>Desktop Computer ( Minimum Specification)</b></p> <ul style="list-style-type: none"> <li>- Processor: Intel Pentium Dual-Core Processor (2.2 GHz, 1MBL2 Cache, 2200MHz FSB)</li> <li>- Operating system: Genuine Windows XP Professional SP2</li> <li>- Chipset: Intel Q963/ICH8 Express chipset</li> <li>- Memory: 2-GB DDR2 SDRAM PC4200 (533-MHz) non-ECC</li> <li>- Memory Slots : 4 DIMMs</li> <li>- Card Reader Slot: MMC, SD</li> <li>- Memory upgrade: Support up to 4 GB</li> <li>- Hard Drive: 320 GB 7200 rpm</li> <li>- Removable Media: DVD+/-RW Light scribe SATA driver (Double Layer/Dual Format)</li> <li>- Graphic : Integrated graphics media</li> <li>- Audio: Realtek Integrated High Definition; internal speakers</li> <li>- Communication: Integrated Realtec NetXtrme Gigabit Ethernet NIC</li> <li>- Modems: Agere PCI Hi-Speed 56K International Soft Modem</li> <li>- I/O Port and connector: 8 USB 2.0 port (two in front, six in back), 1 serial with second optional, 1 parallel, 1 VGA port, 2 PS/2 port (mouse and keyboard), 1 RJ-45 port, Audio in/out, front headphone and microphone jacks, Dual color diagnostic Power LEDs</li> <li>- Monitor: LCD 17" Color. Flat Screen</li> <li>- Input device: Standard keyboard and Standard 2-</li> </ul>	

	<p>Button scroll mouse available as USB or PS/2</p> <ul style="list-style-type: none"> <li>- Power supply: ATX Power Supply – 250-watt power output</li> <li>- Warranty: One standard, Upgrades to higher coverage available.</li> </ul> <p><b>UPS</b></p> <ul style="list-style-type: none"> <li>- 650VA</li> <li>- Min. 15 minutes back-up</li> </ul> <p><i>Including</i></p> <ul style="list-style-type: none"> <li>- Operation and maintenance manual</li> </ul> <p><i>Remarks:</i></p> <ul style="list-style-type: none"> <li>- Computer will be delivered in working conditions. It should include all standard application and operating system Microsoft window XP for Professionals license software and Anti Virus.</li> <li>- Warranty conditions are three years; one year full parts, services and labor plus two years for Anti Virus Minimum one year updates.</li> <li>- Installation as required</li> </ul>	
2	<p><b>Computer Laptop (Minimum Specification)</b></p> <ul style="list-style-type: none"> <li>- Processor: Intel Core 2 Duo Processor T7200 (2.0-GHz, 667-MHz FSB, 4-MB L2 cache).</li> <li>- Operating system: Genuine Windows Vista</li> <li>- Chipset: Mobil Intel 945GM Express</li> <li>- Memory: System Memory (2Dimm) 2GB DDR2.</li> <li>- Memory slots: 2 slots and support for upgrade up to 4 GB</li> <li>- Hard drive: 250GB, 7200 rpm SMART SATA</li> <li>- Removable media: DVD+/-RW with Double Layer</li> <li>- Ports/connector: 4 USB 2.0, S-vedio TV out, RJ-11, RJ-45, headphone jack, microphone jack, docking connector, AC adaptor, VGA, Fast IR, accessory battery connector, IEEE 1394a.</li> <li>- Audio: ADI High Definition CODEC.</li> <li>- Expansion Card Slots: 1 type I/II PC card slot, Integrated smart card reader, Secure Digital slot</li> <li>- Graphics: Intel Graphics Media Accelerator 950, up to 128-MB</li> <li>- Display size : 15" diagonal WXGA</li> <li>- Communication: Broadcom NetXtreme Gigabit Ethernet Express Controller, 56K v.92 Modem</li> <li>- Wireless: Broadcom 4311AG 802.11 a/b/g WiFi Adapter, Broadcom 4311BG 802.11 a/b/g WiFi Adapter, Bluetooth 2.0</li> <li>- Input Device: Full-sized keyboard; Touchpad with scroll zone</li> </ul>	

	<ul style="list-style-type: none"> <li>- Security: Protect Tools, Drive lock, Kensington lock slot,</li> <li>- Battery: 6-cell high capacity lithium-Ion.</li> <li>- Warranty: 3 years part and labour limited warranty</li> </ul> <p><i>Including:</i></p> <ul style="list-style-type: none"> <li>- Operation and Maintenance Manual</li> <li>- AC Adapter</li> <li>- Carry Case</li> </ul> <p><i>Remarks:</i></p> <ul style="list-style-type: none"> <li>- Computer will be delivered in working conditions. It should include all standard application and operating system Windows XP Professional license and Anti Virus.</li> <li>- Warranty conditions are three years; one year full parts, services and labor plus two years for Anti Virus Minimum one year updates.</li> <li>- Installation and testing is required.</li> </ul>	
3	<p><b>Laser Printer Black and White ( Minimum Specification)</b></p> <ul style="list-style-type: none"> <li>- Print speed: 30 ppm (letter), 30 ppm (A4)</li> <li>- Processor: 400MHz</li> <li>- Resolution: 1200 x 1200 dpi</li> <li>- Duty cycle: 25,000 pages</li> <li>- Memory: 32MB RAM (expandable to 288 MB)</li> <li>- Media sizes: A4, Letter, legal, index cards and executive and envelopes.</li> <li>- Input capacity Std: 300 sheets.</li> <li>- Input capacity Max:500 sheets</li> <li>- First print out time 12 Seconds</li> <li>- Connectivity: Hi-Speed, USB 2.0, Jetdirect Fast Ethernet embedded print server.</li> <li>- Supported Operating System: 2000/XP/Vista/ server 2003.</li> </ul> <p><i>Including:</i></p> <ul style="list-style-type: none"> <li>- Connector for use on two or three computers.</li> </ul> <p><i>Remarks:</i></p> <ul style="list-style-type: none"> <li>- This equipment shall be delivered in working condition (with toner, cables and software)</li> <li>- Instruction and maintenance manuals.</li> <li>- Installation and Testing is required</li> <li>- Warranty condition is one years on parts and services.</li> </ul>	
4	<p><b>Scanner ( Minimum Specification)</b></p> <ul style="list-style-type: none"> <li>- Paper size: A4.</li> <li>- Resolution: 2800 x 9600 dpi</li> </ul>	

	<ul style="list-style-type: none"> <li>- Bit Depth: 96-bit</li> <li>- Scan / Email</li> <li>- UBS 2.0</li> <li>- CCD imaging technology</li> <li>- Preview scan speed: 8.5 sec</li> <li>- Scannable media types: Paper (banner, inkjet, photo, plain), envelopes, labels, cards, 3-D objects, Scans 35mm negatives &amp; slides, iron-on transfers.</li> </ul> <p><i>Including:</i></p> <ul style="list-style-type: none"> <li>- Software with integrated OCR capability HP Precision Scan ( or equivalent) and Adobe Photo Luxe (or equivalent)</li> <li>- Instruction and maintenance manuals.</li> <li>- Installation and testing is required</li> <li>- Warranty condition is one year on parts and services</li> </ul>	
5	<p><b>Digital Photocopier</b></p> <ul style="list-style-type: none"> <li>- High Speed Digital Print, Copy and Color Scan Functionality</li> <li>- B5/A4/A3/Universal Paper Trays</li> <li>- Print and copy up to 20 ppm</li> <li>- Scan resolution: 600x600 (tiff, pdf, bmp)</li> <li>- Zoom Capacity</li> <li>- Memory Hard Disk: Min. 5GB</li> <li>- Input Tray: 500sheets x 2 Universal Paper Cassette or greater</li> <li>- Multi Purpose Tray: 200sheets Stack Bypass or greater</li> <li>- Output Capacity: Min. 250sheets</li> <li>- Features: Energy Save Mode, N-Up Copy, Mirror, Toner Saving, Scan-Once-Copy-Many/Electronic Sort, Copy /Rotate, Short/Copy, Lay-Out Mode and Margin Shift</li> <li>- Connectivity: Hi Speed USB 2.0 (Build in Network)</li> <li>- Compatible OS: Microsoft Win. 2000, XP Home, XP Pro, Vista, Sever 2003</li> </ul> <p><i>Including:</i></p> <ul style="list-style-type: none"> <li>- Spare black cartridges- 2 Pieces</li> <li>- This equipment shall be delivered in working condition with toner, cables and software.</li> <li>- Instruction and maintenances manuals.</li> </ul> <p><i>Terms and Conditions:</i></p> <ul style="list-style-type: none"> <li>- Warranty: 3 years on all parts from the date of delivery</li> <li>- Warranty Certificate is required after delivery</li> <li>- On site installation and testing is required</li> <li>- Usable with power supply in Cambodia</li> </ul>	

**Authorized Signature of Bidder**..... (please fix stamp)

**Name and title of Signatory:**.....

**Name of firm:**.....

**Address, Phone and Fax number, if any**.....

**Date:** .....

**SECTION 5**

**1. Form of Bid**

\_\_\_\_\_ (Date)

To: Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG)  
Address: Phnom Penh Center, Building A, 3<sup>rd</sup> Floor, Room 331, Sothearos Blvd.,  
Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh, Cambodia  
Tel: 023 223 506 Fax: 023 224 979  
E-mail: bids@arbitrationcouncil.org

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified therein, the following Goods: *Supply and Delivery of Office Equipment*. The total price of our Bid, including any discounts offered, is US\$ ..... (in words:.....).

This Bid and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid will remain valid for 60 days after the Deadline for Submission of Bids.

We note and accept without reservation the Government's and the Funding Agency's (when other than the Government) right to audit and inspect any and all records relating both to the preparation of our Bid, and if our Bid is successful, the execution of the resulting contract.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Numbers, (if any): \_\_\_\_\_

## 2. Statement on Ethical Conduct and Fraud and Corruption

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

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
2. Should we become aware of the potential for such a conflict will report it immediately to the procuring organization.
3. That 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 bid or proposal.
4. We understand our obligation to allow the Government or the funding agency be World Bank to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
5. That 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, client or employer.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Numbers, (if any): \_\_\_\_\_

## SECTION 6: FORM OF CONTRACT AGREEMENT

### AGREEMENT

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_, by and between

---

*[insert name and address of Purchaser]* ( hereinafter called “the Purchaser”) and

---

*[insert name and address of Supplier]* ( hereinafter called “the Supplier”).

**Whereas** the Purchaser invited bids for certain Goods viz., *[insert brief description of Goods]* and has accepted a Bid by the Supplier for the supply of those Goods in the sum of *[insert Contract Price in words and figures, expressed in United States Dollars]* (hereinafter called “the Contract Price”).

#### **Now this Agreement witnessed as follows:**

1. 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) The Form of Contract,
  - (b) the Conditions of Contract,
  - (c) the Special Conditions of Contract
  - (d) the Form of Bid submitted by the Supplier,
  - (e) the Price and Delivery Schedule,
  - (f) Technical Specification, and
  - (g) the Purchaser’s Notification of Award
3. 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 hereinafter mentioned, the Contractor 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 the days and year first before written

The Common Seal of

\_\_\_\_\_  
\_\_\_\_\_

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the  
said

\_\_\_\_\_  
In the presence of :

Binding Signature of Purchaser:\_\_\_\_\_

Binding Signature of Supplier:\_\_\_\_\_

**SECTION 7: BID AND PERFORMANCE SECURING DECLARATION**

Name of Contract: Supply and Delivery of Office Equipment  
Contract Identification N<sup>o</sup>: ACF-DFGG/NS 01/09  
Invitation for Bid No.: ACF-DFGG/NS 01/09

To: Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG Project)  
Address: Phnom Penh Center, Building A, 3<sup>rd</sup> Floor, Room 331, Sothearos Blvd.,  
Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh, Cambodia  
Tel: 023 223 506 Fax: 023 224 979  
E-mail: bids@arbitrationcouncil.org

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid and performance securing declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Purchaser and the Government of Cambodia for the period of time of two years starting on the date of the Purchaser’s execution of this Declaration *or pay 2% of the contract price as a penalty*, if we are in breach of our obligation(s) under the bid conditions and contract conditions, because we:
  - a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents, or
  - b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, fail or refuse to execute the Contract Form, if required, or
  - c) committed a fundamental breach of contract leading to the Purchaser’s termination of the contract for reasons of our default.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that we were unsuccessful; or (ii) 30 (thirty) days after the expiration of our bid, or in the event that our bid is successful and we are awarded a contract we understand that this bid and performance securing declaration will expire upon successful completion of the warranty period specified in paragraph 7 of the Conditions of Contract.
4. We understand that if we are a JV, the Bid and Performance Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: \_\_\_\_\_ (with stamp)

In the Capacity of: \_\_\_\_\_ Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_

**KINGDOM OF CAMBODIA**

**Arbitration Council Foundation (ACF)**

**Demand for Good Governance Project (DFGG)**

**BIDDING DOCUMENT**

**National Shopping Document**

**for**

**Supply and Delivery of Office Furniture**

**Bid No. ACF/DFGG/NS 04/09**

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# INVITATION TO BID

## DEMAND FOR GOOD GOVERNANCE PROJECT THE ARBITRATION COUNCIL FOUNDATION

### Wishes to purchase: Supply and Delivery of Office Furniture

1. The goods are required to be supplied within 15 (fifteen) days from the date of contract signing.
2. Interested qualified eligible suppliers are invited to request a copy of the bidding documents free-of-charge.
3. To be considered eligible and qualified a firm or individual must
  - a) Have completed within the last 3 years at least one contract of a similar nature of at least 50% of the value of the bid.
  - b) Have completed in the last 2 years, contracts with a total cumulative value of three times that bid.
  - c) Not be under any notice of disbarment issued by the Government or the World Bank.
4. Bids must be delivered to the address given below **at or before 15:30 PM on 9 December 2009** . Late bids will be rejected. Bidders will be provided at least 14 days from the issued date for bid preparation. Bids will be opened in public immediately thereafter at the address given below in the presence of the Bidders' representatives and the project's beneficiaries from the concerned local community who choose to attend shall be allowed to be present in person.
5. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
6. All bids must be accompanied by a bid securing declaration as described in the bidding documents, any bid not accompanied by one will be rejected as non-compliant.
7. The address where the document may be inspected and purchased is:

Arbitration Council Foundation (ACF)

Demand for Good Governance Project (DFGG Project)

Address: Phnom Penh Center, Building A, 3<sup>rd</sup> Floor, Room 331, Sothearos Blvd., Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh, Cambodia

Fax: 023 224 979

E-mail: [bids@arbitrationcouncil.org](mailto:bids@arbitrationcouncil.org)

8. In case of any difficulty in obtaining the bidding documents, interested parties may contact in writing Mr. Sok Lor, ACF Executive Director and Project Director of DFGG Project, Fax: 023 224 979, e-mail: [lsok@arbitrationcouncil.org](mailto:lsok@arbitrationcouncil.org), Arbitration Council Foundation, and also send a copy of the communication to Mr. Tauch Chan Kresna, Chief of World Bank Division, Tel/Fax: 023 725 341, Department of Investment and Cooperation, Ministry of Economy and Finance, No. 92, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia.

9. The address for bid submission and bid opening is:

Arbitration Council Foundation (ACF)

Demand for Good Governance Project (DFGG Project)

Address: Phnom Penh Center, Building A, 3<sup>rd</sup> Floor, Room 331, Sothearos Blvd., Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh, Cambodia

Fax: 023 224 979

E-mail: [bids@arbitrationcouncil.org](mailto:bids@arbitrationcouncil.org)

10. The Government of Cambodia and/or the Funding Agency will declare a firm ineligible either indefinitely or for a stated period of time, to be financed by the Government of Cambodia and/or the Funding Agency respectively, if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for or in executing a contract.

## SECTION 1: INSTRUCTIONS TO BIDDERS

1. **Goods:** The Demand for Good Governance Project as the Purchaser invites bids for the supply and delivery of Office Furniture as described in Section 3: Price and Delivery Schedule. The successful bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract.
2. The Royal Government of Cambodia has received funding from International Development Association towards the cost of Demand for Good Governance Project. 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 Nation.
3. **Eligibility and Qualifications of the Bidder:** Only bidders that meet the following criteria will be eligible for an award of contract:
  - a) Have completed within the last 3 years at least one contract of a similar nature of at least 50% of the value of the bid.
  - b) Have completed in the last 2 years contracts with a total cumulative value of three times that bid.
  - c) Not be under any notice of disbarment issued by the Government, or the World Bank.

The bidder shall be required to provide documentary evidence with its bid to demonstrate that it meets the above requirements.

4. **Fraud and Corruption.** The Funding Agency requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, both the Funding Agency and the Government of Cambodia (GoC):
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) *“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and*
    - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoC of the benefits of free and open competition;*
    - (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*
    - (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.;*

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent, coercive or collusive practices in competing for the contract in question;
- (c) will declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded both by the Funding Agency and the GoC if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.
- (d) will have the right to inspect and audit the records of any bidder or supplier relating to either the bidding process itself or the resulting award and execution of a contract. The inspection and audit may, at the discretion of the Funding Agency or GoC, be undertaken by independent auditors appointed by them. Furthermore successful bidder attention is drawn to Clause 5 of Conditions of Contract (CC).
- (e) The Funding Agency will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Borrower or Recipient or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower or Recipient having taken timely and appropriate action satisfactory to the Funding Agency to remedy the situation.
- (f) All bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption provided in and submit it with their bid.

**5. Contents of Bid Documents:** The set of Bid documents comprises the documents listed below:

- Invitation to Bid
- 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 AND DRAWINGS
- SECTION 5. FORM OF BID
- SECTION 6. FORM OF CONTRACT AGREEMENT
- SECTION 7. BID AND PERFORMANCE SECURING DECLARATION

**6. Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:

- Form of Bid
- Price and Delivery Schedule
- Bid and Performance Securing Declaration

**7. Bid and Evaluation Criteria:** “The Bidder must bid for all the required items on Section 3. Price and Delivery Schedule.

The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**8. Bid 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 not subject to price adjustment during the period of performance of the contract.

- 9. Validity of Bid.** The bid shall remain valid for the period of **sixty (60) calendar days** counted from the deadline for submission of bids specified in Paragraph 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 bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.
- 10. Language of the Bid:** All documents relating to the Bid and contract shall be in English language.
- 11. Preparation and Sealing of Bid:** The Bidder shall prepare **one original** of the documents comprising the Bid as described in Paragraph 6 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 Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The Bidder shall seal the original and the copy of the Bid 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 paragraph 8 the Invitation to Bid and shall provide a warning "DO NOT OPEN BEFORE THE SPECIFIED TIME AND DATE FOR BID OPENING" as defined in paragraph 12 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 Bid.
- 12. Place and Deadline for Submission of Bids:** The Bids shall be delivered to the Purchaser **NO LATER than 15:30PM on 9 December 2009** at the address given in paragraph 9 of the Invitation for Bids. Any Bid received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.
- 13. Bid and Performance Securing Declaration:** The Bid and Performance Securing Declaration should be in accordance with the form included in Section 7: BID AND PERFORMANCE SECURING DECLARATION. Any Bid not accompanied by a Bid and Performance Securing Declaration will be rejected by the Purchaser as non-responsive. The execution of a bid securing declaration will result in the Bidder being held ineligible for all contracts let by the GoC irrespective of the funding source for a period of two years from the expiry of the Bid Validity unless, at a Bidder's option, the Bidder chooses to pay an administrative penalty of two percent of the total amount bid to the Purchaser. The Bid Securing and Performance Declaration will be executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
  - (b) if the Bidder does not accept the correction of its Bid Price pursuant to paragraph 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 Bids:** No Bids shall be modified after the deadline for submission of Bids specified above in paragraph 12 of these Instructions. Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the validity of the Bids as specified in paragraph 9 of these Instructions above may result in the execution of the Bid and Performance Securing Declaration.

**15. Opening of Bids:** The Purchaser will open the Bids in the presence of the bidders' representatives and representatives of the project's beneficiaries from the local community who choose to attend, at the time, date, and in the place specified in paragraph 12 of these Instructions. The bidders' names and the total amount of each Bid will be announced by the Purchaser at the Bid opening. The Purchaser shall provide all attendees with written minutes of the bid opening.

**16. Process to be Confidential:** All information relating to the examination, clarification, evaluation and comparison of bids for the contract award shall not be disclosed until the award to the successful Bidder has been announced.

**17. Evaluation and Comparison of Bids:** The Purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the technical specification and standards therein and who has offered the lowest evaluated Bid and has been determined to be qualified to perform the Contract satisfactorily. In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price 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 Bid will be rejected and Bid and Performance Securing Declaration executed.

**18. Purchaser's Right to Accept Any Bids and to Reject any or all Bids:** The Purchaser reserves the right to accept or reject any bid, and to cancel the process of competition and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s).

**19. Notification of Award and Signing of Contract:** The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by registered letter. The written notification of award will constitute the formation of the 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 bid was unsuccessful and the Purchaser the obligation to provide it. No commercial confidences will be breached and no detailed information concerning other bids will be disclosed other than the information already read out at bid opening and the reasons for any and all bids 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. Sok Lor, ACF Executive Director and Project Director of DFGG Project, Fax: 023 224 979, e-mail: lsok@arbitrationcouncil.org, Arbitration Council Foundation. The Project Director 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 Director does not satisfy the bidder or there is no response to the complaint it should be referred to the Department of Public Procurement, Ministry of Economy and Finance, No. 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 Department of Investment and Cooperation, Ministry of Economy and Finance, Attn: Mr. Tauch Chan Kresna, Chief of World Bank Division, Tel/Fax: 023 725 341, and to the representative of the Funding Agency, WB

Cambodia Country Office, attention: Mr. Janmejay Singh, Task Team Leader, at 113 Norodom Blvd., Phnom Penh, Tel: 023 217 304, Fax: 023 210 504. The 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

- (i) notify in writing all participating bidders of the results of the bid evaluation promptly after the contract has been awarded, and
- (ii) 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**

1. The Supplier confirms that he has examined, read and understood fully all the Contract Documents, being
  - i. The Form of Contract,
  - ii. the Conditions of Contract,
  - iii. the Special Conditions of Contract
  - iv. the Technical Specifications
  - v. the Form of Bid submitted by the Supplier,
  - vi. the Price and Delivery Schedule,
  - vii. the Purchaser's Notification of Award together form the Contract
2. The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
3. The law applicable to the Contract shall be that of Cambodia. 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 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**

4. The Purchaser and the Contractor now agree as follows:
  - The Contract Price is .....(*Insert US Dollar amount in words and figures*). This amount is for the full delivery and Installation of the goods listed in the Price and Delivery Schedule.
  - The Supplier shall supply:

Office Furniture on or before the delivery date and at the final destination (Project Site) indicated in the Price and Delivery Schedule. The Supplier shall be responsible for fully insuring the Goods against loss or damage from "warehouse to warehouse" (final destination) on "All Risk basis".
5. 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%, then after the Purchaser may terminate the contract.

6. If war or natural disaster 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 1 year 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.

### **Article 3      Payment Provisions**

8. Payments will be made according to the schedule and terms and conditions set out below.

<b>Steps of Payment</b>	<b>Amount</b>	<b>Payment Conditions</b>
Payment No 1	90% of the Contract Price	Upon receipt of the Goods
Payment No 2	10% of the Contract Price	Upon inspection and acceptance of the goods

9. Processing of payments will be as follows:
  - i. 90% of the Contract Price. The Purchaser will issue a receipt for the goods upon delivery to the Project Site, 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 days of submission;
  - ii. 10% of the Contract Price. Within 7 days of receiving the goods the Purchase 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 days of submission.
  - iii. In the event that after the expiry of 7 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 days of submission.

10. Payment shall be made in US Dollars in the proportion specified below.

In US Dollars 100 %

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 2% of the amount of the payment for the first month and for each subsequent full calendar month during which payments are delayed.
12. If the Contract is cancelled because of the fault of the Supplier, the Purchaser has the right to obtain the goods from another source. The Supplier shall be liable for any purchase costs paid in excess of this Contract's value.

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

13. The Funding Agency requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts.. In pursuance of this policy, both the Funding Agency and the GoC:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) *“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and*
    - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoC of the benefits of free and open competition;*
    - (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*
    - (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.;*
  - (b) will declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded both by the Funding Agency and the GoC if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.
14. The Funding Agency will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Borrower or Recipient or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower or Recipient having taken timely and appropriate action satisfactory to the Funding Agency to remedy the situation.

15. The Funding Agency and the GoC will have the right to require that Suppliers permit the Funding Agency and the GoC to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Funding Agency and the GoC.

**Article 5 Special Conditions**

.....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....

In witness of what has been agreed above, the signatures of the authorized representatives of the two Parties are affixed below on the date shown.

<b>◆ Purchaser</b>	<b>◆ Supplier</b>
Name : -----	Name : -----
Position : -----	Position : -----
Date : -----	Date : -----

### SECTION 3: PRICE AND DELIVERY SCHEDULE

Item N°	Description of Goods	Qty	Physical unit	Delivery Final Destination (Project Site)	Delivery Date (after contract signing date)	Unit price per item delivered at Final Destination (Project Site) <sup>1</sup> (in US\$)	Total price per item delivered at Final Destination (Project Site) <sup>1</sup> (in US\$)
<b>Lot 1:</b>				<b>Arbitration Council Foundation</b>	15 (fifteen) days		
1	Reception Partition/Reception Counter	01	Set				
<b>Lot 2:</b>							
1	Double Pedestal Desks	06	Sets				
2	Folding Tables	20	Units				
3	Meeting Table and Connection Type	02	Sets				
<b>Lot 3:</b>							
1	Office Chair	06	Units				
2	Stacking Chair	50	Units				
<b>Lot 4:</b>							
1	Cabinet/Cupboard (Steel)	06	Sets				
2	Library Book Cases	04	Sets				
*	Particular specifications are indicated in section 4 below.						

**Total Bid Price**.....**in words**.....

**Authorized Signature of Bidder**..... (please fix stamp)

**Name and title of Signatory**.....

**Name of firm**.....

**Address, Phone and Fax number, if any**.....

**Date:** .....

1. Currency to be used is US Dollars. The price shall include all customs duties and sales and other taxes already paid or payable, transportation, insurances, and any other local charges for delivery of the goods up to final destination.

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail. Catalogue of the products should be attached for our examination.

## SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS

**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 bidders bid 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 bid 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.

Item No.	Description of Goods and Technical Specifications Required	Description of Goods and Technical Specification Offered (material be new, unused, brand name and model)
		Statement of Compliance
<b>Lot 1:</b>		
1	<p><b>Reception Partition/Reception Counter</b></p> <p>A) <u>Straight Counter Unit</u> – Two (2) layers:                      - 1<sup>st</sup> layer served as table top for staff to write                      - 2<sup>nd</sup> layer is counter top for visitor to write                      - Good quality full melamine top &amp; base.                      - Panel front color: Fabric Blue                      - Top board color: Cherry                      - Dim: (W)1200 x (D)800 x (H)1100 mm</p> <p>B) <u>Curve Counter Unit</u> – Two (2) Layers:                      - 1<sup>st</sup> layer served as table top for staff to write                      - 2<sup>nd</sup> layer is counter top for visitor to write                      - Good quality full melamine top &amp; base.                      - Panel front color: Fabric Blue                      - Top board color: Cherry                      - Dim: (W)850 x (D)850 x (H)1100 mm</p> <p>C) <u>Straight Counter Unit</u> – Two (2) layers:                      - 1<sup>st</sup> layer served as table top for staff to write                      - 2<sup>nd</sup> layer is counter top for visitor to write                      - Good quality full melamine top &amp; base.                      - Panel front color: Fabric Blue                      - Top board color: Cherry                      - Dim: (W)1200 x (D)800 x (H)1100 mm</p>	
<b>Lot 2:</b>		
1	<p><b>Double Pedestal Desks</b>                      (Desk Dim: W1600 x D800 x H740 mm)                      * High Pressure Laminate Worktop                      * Top board, wiring channel for telephone cords                      * 1 center drawer and both sides pedestal</p>	

	<ul style="list-style-type: none"> <li>* 4 drawers of each Pedestal (Pedestal Dim.: W400 x D600 x H750(700) mm)</li> <li>- All lock system for pedestal drawers</li> <li>- Double suspension rails</li> <li>- Pen tray drawer</li> <li>- Small drawer</li> <li>- General drawer / File drawer</li> <li>- A4/B4 size holders</li> <li>* Color: Cream/body</li> <li>* Weight: Min. 30 kg</li> </ul>	
2	<p><b>Folding Tables</b></p> <ul style="list-style-type: none"> <li>- High Pressure Laminate Worktop</li> <li>- Formica table top (hot &amp; cold resistant)</li> <li>- Dimension: (W)1830 x (D)610 x (H)720 mm</li> <li>- 4 Foldable Chrome Legs rust-proof</li> <li>- Color: White or Cream on top / dark grey at side</li> <li>- Weight: Min. 15.00 kg</li> </ul>	
3	<p><b>Conference Table and Connection Type</b></p> <ul style="list-style-type: none"> <li>- Oval Shaped Type</li> <li>- Full melamine top and base</li> <li>- Round corner connection type (black color)</li> <li>- 2 separate tables</li> <li>- 2 sides round corner (black) w/ single chrome leg</li> <li>- Space between the 2 tables about 300 mm</li> <li>- Dim: W3300 x D1200 x H750 mm</li> <li>- Meeting with 10 people/guests</li> </ul>	
<b>Lot 3:</b>		
1	<p><b>Office Chair</b></p> <ul style="list-style-type: none"> <li>- High Back Type</li> <li>- Immaculate function, tightly tuned to human development</li> <li>- Dim: W590 x D535 x H833-965mm (838-970)(H)mm 400-492 (405-497)(SH)mm</li> <li>- Air-cushioned impact</li> <li>- Both sides arms/handles</li> <li>- Backrest Angle Adjustment</li> <li>- Backrest Vertical Adjustment</li> <li>- Vertical Seat Adjustment</li> <li>- 5 Solid Support (double wheel casters)</li> <li>- Color of fabric: Polypropylenes Blue</li> <li>- Weight: Min. 15.00 kg</li> </ul>	
2	<p><b>Stacking Chair</b></p> <ul style="list-style-type: none"> <li>- Chrome Plating Frame</li> <li>- Legs Rust-Proof</li> <li>- 3mm thick special (2 layers) PVC seat &amp; back insures the durability. (Vinyl black or blue)</li> <li>- Dim: W500 x D515 x H790 460(SH) mm</li> </ul>	

	- Weight: Min. 5 kg	
<b>Lot 4:</b>		
1	<b>Cabinet/Cupboard (Steel)</b> - Double Swing Doors Cabinets - Dim: W900 x D450 x H1800 mm - 5 shelves - Color: Cream - Weight: Min. 15 kg	
2	<b>Library Book Cases</b> - Dim: W 762 x D320 x H1829 mm - 5 shelves - Color: Cream/Body - Weight: Min. 15 kg	

**Authorized Signature of Bidder**..... (please fix stamp)

**Name and title of Signatory**.....

**Name of firm**.....

**Address, Phone and Fax number, if any**.....

**Date:** .....

## SECTION 5

### 1. Form of Bid

(Date)\_\_\_\_\_

To: Arbitration Council Foundation (ACF)  
Demand for Good Governance Project  
Address: Phnom Penh Center, Building A, 3<sup>rd</sup> Floor, Room 331, Sothearos Blvd.,  
Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh, Cambodia  
Fax: 023 224 979  
E-mail: bids@arbitrationcouncil.org

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified therein, the following Goods: *Supply and Delivery of Office Furniture*. The total price of our Bid, including any discounts offered, is US\$.....  
..... (in words:.....).

This Bid and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid will remain valid for 60 days after the Deadline for Submission of Bids.

We note and accept without reservation the Government's and the Funding Agency's (when other than the Government) right to audit and inspect any and all records relating both to the preparation of our Bid, and if our Bid is successful, the execution of the resulting contract.

Authorized Signature:\_\_\_\_\_

Name and Title of Signatory\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Numbers, (if any) \_\_\_\_\_

## 2. Statement on Ethical Conduct and Fraud and Corruption

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

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
2. Should we become aware of the potential for such a conflict will report it immediately to the procuring organization.
3. That 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 bid or proposal.
4. We understand our obligation to allow the Government or the funding agency be the World Bank to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
5. That 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, client or employer.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Numbers, (if any) \_\_\_\_\_

## SECTION 6: FORM OF CONTRACT AGREEMENT

### AGREEMENT

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_, by and between

---

*[insert name and address of Purchaser]* ( hereinafter called “the Purchaser”) and

---

*[insert name and address of Supplier]* (“Hereinafter called “the Supplier”)

**Whereas** the Purchaser invited bids for certain Goods viz., *[insert brief description of Goods]* and has accepted a Bid by the Supplier for the supply of those Goods in the sum of *[insert Contract Price in words and figures, expressed in United States Dollars]* (hereinafter called “the Contract Price”).

**Now this Agreement witnesseth as follows:**

1. 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) The Form of Contract,
  - (b) the Conditions of Contract,
  - (c) the Special Conditions of Contract
  - (d) the Form of Bid submitted by the Supplier,
  - (e) the Price and Delivery Schedule,
  - (f) Technical Specification
  - (g) the Purchaser’s Notification of Award
3. 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 hereinafter mentioned, the Contractor 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 the days and year first before written

The Common Seal of

\_\_\_\_\_  
\_\_\_\_\_

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the  
said

\_\_\_\_\_  
in the presence of :

Binding Signature of Purchaser:\_\_\_\_\_

Binding Signature of Supplier:\_\_\_\_\_

## SECTION 7: BID AND PERFORMANCE SECURING DECLARATION

Name of Contract: Supply and Delivery of Office Furniture

Contract Identification N<sup>o</sup>: ACF-DFGG/NS 04/09

Invitation for Bid No.: ACF-DFGG/NS 04/09

To: Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG Project)  
Address: Phnom Penh Center, Building A, 3<sup>rd</sup> Floor, Room 331, Sothearos Blvd.,  
Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh, Cambodia  
Fax: 023 224 979  
E-mail: bids@arbitrationcouncil.org

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid and performance securing declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Purchaser and the Government of Cambodia for the period of time of two years starting on the date of the Purchaser's execution of this Declaration *or pay 2% of the contract price as a penalty*, if we are in breach of our obligation(s) under the bid conditions and contract conditions, because we:
  - a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or  
do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents, or
  - b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, fail or refuse to execute the Contract Form, if required, or
  - c) committed a fundamental breach of contract leading to the Purchaser's termination of the contract for reasons of our default.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that we were unsuccessful; or (ii) 30 (thirty) days after the expiration of our bid, or in the event that our bid is successful and we are awarded a contract we understand that this bid and performance securing declaration will expire upon successful completion of the warranty period specified in paragraph 7 of the Conditions of Contract.
4. We understand that if we are a JV, the Bid and Performance Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: \_\_\_\_\_ (with stamp)

In the Capacity of: \_\_\_\_\_ Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_

**KINGDOM OF CAMBODIA**



**Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG)**

**BIDDING DOCUMENT**

**National Shopping Document**

**for**

**Supply, Delivery and Installation of Computers,  
Printers and Audio Visual Equipments**

**Bid No. ACF/DFGG/NS 01/10**

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## Invitation to BID

### DEMAND FOR GOOD GOVERNANCE PROJECT

#### Arbitration Council Foundation

#### Wishes to purchase: Supply and Delivery of Computers, Printers and Audio Visual Equipments

1. The goods are required to be supplied within 30 (thirty) days from the date of contract signing.
2. Interested qualified eligible suppliers are invited to obtain a copy of the bidding documents free-of-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.
3. To be considered eligible and qualified a firm or individual must
  - a) Have completed within the last 3 years at least one contract of a similar nature of at least 50% of the value of the bid.
  - b) Have completed in the last 2 years, contracts with a total cumulative value of three times that bid.
  - c) Not be under any notice of disbarment issued by the Government of Cambodia or the World Bank.
4. Bids must be delivered to the address given below **at or before 15:00 PM on 27<sup>th</sup> July 2010**. Late bids will be rejected. Bids will be opened in public immediately thereafter at the address given below in the presence of the Bidders' representatives and the project's beneficiaries from the concerned local community who choose to attend shall be allowed to be present in person.
5. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
6. All bids must be accompanied by a bid securing declaration as described in the bidding documents. Any bid not accompanied by one will be rejected as non-compliant.
7. The address where the document may be inspected and obtained is:

Arbitration Council Foundation (ACF)

Demand for Good Governance Project (DFGG)

Address: Office # 72, Street 592 (corner of St. 327), Sangkat Boeung Kak II, Khan Tuol Kork, Phnom Penh, Cambodia

Tel: 855-23 881 814 Fax: 855-23 881 918

E-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org)

8. In case of any difficulty in obtaining the bidding documents, interested parties may contact in writing to Mr. Sok Lor, ACF Executive Director and Project Director of DFGG Project – Support to the Arbitration Council, Fax no.: 855-23 881 918, e-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org) , and also send a copy of the communication to Mr. Tauch Chan Kresna, Chief of World Bank Division, Tel/Fax: 855-23-725341, Department of Investment and Cooperation, Ministry of Economy and Finance, No. 92, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia.
  
9. The address for bid submission and bid opening is:  
  
Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG Project)  
Address: Office # 72, Street 592 (corner of St. 327), Sangkat Boeung Kak II, Phnom Penh, Cambodia  
Te: 855-23 881 814 Fax: 855-23 881 918  
E-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org)
  
10. The Government of Cambodia and/or the Funding Agency will declare a firm ineligible either indefinitely or for a stated period of time, to be financed by the Government of Cambodia and/or the Funding Agency respectively, if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for or in executing a contract.

## SECTION 1: INSTRUCTIONS TO BIDDERS

1. **Goods:** The Demand for Good Governance Project as the Purchaser invites bids for the supply and delivery of Office Equipments as described in Section 3: Price and Delivery Schedule. The successful bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract.
2. The Royal Government of Cambodia has received funding from International Development Association towards the cost of Demand for Good Governance Project. The Purchaser intends to apply a portion of the proceeds of the funding to eligible payments under the contract(s) for which this Bidding Document is 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 Nation.
3. **Eligibility and Qualifications of the Bidder:** Only bidders that meet the following criteria will be eligible for an award of contract:
  - a) Have completed within the last 3 years at least one contract of a similar nature of at least 50% of the value of the bid.
  - b) Have completed in the last 2 years contracts with a total cumulative value of three times that bid.
  - c) Not be under any notice of disbarment issued by the Government, or the World Bank.

The bidder shall be required to provide documentary evidence with its bid to demonstrate that it meets the above requirements.

4. **Fraud and Corruption.** The Funding Agency requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, both the Funding Agency and the Government of Cambodia (GoC):
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) *“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and*
    - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoC of the benefits of free and open competition;*
    - (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*

- (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.;*
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent, coercive or collusive practices in competing for the contract in question;
- (c) will declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded both by the Funding Agency and the GoC if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.
- (d) will have the right to inspect and audit the records of any bidder or supplier relating to either the bidding process itself or the resulting award and execution of a contract. The inspection and audit may, at the discretion of the Funding Agency or GoC, be undertaken by independent auditors appointed by them. Furthermore successful bidder attention is drawn to Clause 5 of Conditions of Contract (CC).
- (e) The Funding Agency will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Borrower or Recipient or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower or Recipient having taken timely and appropriate action satisfactory to the Funding Agency to remedy the situation.
- (f) All bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption provided in and submit it with their bid.

**5. Contents of Bid Documents:** The set of Bid documents comprises the documents listed below:

Invitation to Bid

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 AND DRAWINGS

SECTION 5. FORM OF BID

SECTION 6. FORM OF CONTRACT AGREEMENT

SECTION 7. BID AND PERFORMANCE SECURING DECLARATION

**6. Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:

Form of Bid

Price and Delivery Schedule

Bid and Performance Securing Declaration

**7. Bid and Evaluation Criteria:**

“The Bidder must bid for all the required items on Section 3. Price and Delivery Schedule.

The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**8. Bid 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 not subject to price adjustment during the period of performance of the contract.

**9. Validity of Bid:** The bid shall remain valid for the period of **sixty (60) calendar days** counted from the deadline for submission of bids specified in Paragraph 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 bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.

**10. Language of the Bid:** All documents relating to the Bid and contract shall be in English language.

**11. Preparation and Sealing of Bid:** The Bidder shall prepare **one original** of the documents comprising the Bid as described in Paragraph 6 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 Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The Bidder shall seal the original and the copy of the Bid 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 paragraph 8 the Invitation to Bid and shall provide a warning “**DO NOT OPEN BEFORE THE SPECIFIED TIME AND DATE FOR BID OPENING**” as defined in paragraph 12 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 Bid.

**12. Place and Deadline for Submission of Bids:** The Bids shall be delivered to the Purchaser **NO LATER than 15:00PM on 27th July 2010 at** the address given in paragraph 9 of the Invitation for Bids. Any Bid received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.

**13. Bid and Performance Securing Declaration:** The Bid and Performance Securing Declaration should be in accordance with the form included in SECTION 7: BID AND PERFORMANCE SECURING DECLARATION. Any Bid not accompanied by a Bid and Performance Securing Declaration will be rejected by the Purchaser as non-responsive. The execution of a bid securing declaration will result in the Bidder being held ineligible for all contracts let by the GoC irrespective of the funding source for a period of two years from the expiry of the Bid Validity unless, at a Bidder's option, the Bidder chooses to pay an administrative penalty of two percent of the total amount bid to the Purchaser. The Bid Securing and Performance Declaration will be executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to paragraph 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 Bids:** No Bids shall be modified after the deadline for submission of Bids specified above in paragraph 12 of these Instructions. Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the validity of the Bids as specified in paragraph 9 of these Instructions above may result in the execution of the Bid and Performance Securing Declaration.

**15. Opening of Bids:** The Purchaser will open the Bids in the presence of the bidders' representatives and representatives of the project's beneficiaries from the local community who choose to attend, at the time, date, and in the place specified in paragraph 12 of these Instructions. The bidders' names and the total amount of each Bid will be announced by the Purchaser at the Bid opening. The Purchaser shall provide all attendees with written minutes of the bid opening.

**16. Process to be Confidential:** All information relating to the examination, clarification, evaluation and comparison of bids for the contract award shall not be disclosed until the award to the successful Bidder has been announced.

**17. Evaluation and Comparison of Bids:** The Purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the technical specification and standards therein and who has offered the lowest evaluated Bid and has been determined to be qualified to perform the Contract satisfactorily. In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price 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 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;

- c) If a Bidder refuses to accept the correction, his Bid will be rejected and Bid and Performance Securing Declaration executed.

**18. Purchaser's Right to Accept Any Bids and to Reject any or all Bids:** The Purchaser reserves the right to accept or reject any bid, and to cancel the process of competition and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s).

**19. Notification of Award and Signing of Contract:** The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by registered letter. The written notification of award will constitute the formation of the 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 bid was unsuccessful and the Purchaser the obligation to provide it. No commercial confidences will be breached and no detailed information concerning other bids will be disclosed other than the information already read out at bid opening and the reasons for any and all bids 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. Sok Lor, ACF Executive Director and Project Director of DFGG Project – Support to the Arbitration Council (AC), Fax: 855-23 881 918, e-mail: [lsok@arbitrationcouncil.org](mailto:lsok@arbitrationcouncil.org) , Arbitration Council Foundation. The Project Director 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 Director does not satisfy the bidder or there is no response to the complaint it should be referred to the Department of Public Procurement, Ministry of Economy and Finance, No. 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 Department of Investment and Cooperation, Ministry of Economy and Finance, Attn: Mr. Tauch Chan Kresna, Chief of World Bank Division, Tel/Fax: 855-23 725 341, and to the representative of the Funding Agency, WB Cambodia Country Office, attention: Mr. Janmejay Singh, Task Team Leader, at 113 Norodom Blvd., Phnom Penh, Tel: 855-23 217 304, Fax: 855-23 210 504. The 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

- (i) notify in writing all participating bidders of the results of the bid evaluation promptly after the contract has been awarded, and
- (ii) 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**

1. The Supplier confirms that he has examined, read and understood fully all the Contract Documents, being
  - i. The Form of Contract,
  - ii. the Conditions of Contract,
  - iii. the Special Conditions of Contract
  - iv. the Technical Specifications
  - v. the Form of Bid submitted by the Supplier,
  - vi. the Price and Delivery Schedule,
  - vii. the Purchaser’s Notification of Award together form the Contract
2. The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
3. The law applicable to the Contract shall be that of Cambodia. 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 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**

1. The Purchaser and the Contractor now agree as follows:
  - The Contract Price is .....(*Insert US Dollar amount in words and figures*). This amount is for the full delivery and Installation of the goods listed in the Price and Delivery Schedule.
  - The Supplier shall supply:

Office Equipment on or before the delivery date and at the final destination (Project Site) indicated in the Price and Delivery Schedule. The Supplier shall be responsible for fully insuring the Goods against loss or damage from “warehouse to warehouse” (final destination) on “All Risk basis”.
2. 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%, then after the Purchaser may terminate the contract.

3. If war or natural disaster makes completion of the contract impossible, the Supplier may ask the Purchaser to release him from the Contract.
4. The Supplier guarantees that all goods supplied will be new and unused and carry a warranty of a minimum 1 year on parts and 3 years on services and/or with the original manufactory's warranty 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.

### **Article 3      Payment Provisions**

1. Payments will be made according to the schedule and terms and conditions set out below.

<b>Steps of Payment</b>	<b>Amount</b>	<b>Payment Conditions</b>
Payment No 1	90% of the Contract Price	Upon receipt of the Goods
Payment No 2	10% of the Contract Price	Upon inspection and acceptance of the goods

2. Processing of payments will be as follows:
  - i. 90% of the Contract Price. The Purchaser will issue a receipt for the goods upon delivery to the Project Site; 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 days of submission;
  - ii. 10% of the Contract Price. Within 7 days of receiving the goods the Purchase 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 days of submission.
  - iii. In the event that after the expiry of 7 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 days of submission.

3. Payment shall be made in US Dollars in the proportion specified below.

In US Dollars 100 %

4. 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 2% of the amount of the payment for the first month and for each subsequent full calendar month during which payments are delayed.
5. If the Contract is cancelled because of the fault of the Supplier, the Purchaser has the right to obtain the goods from another source. The Supplier shall be liable for any purchase costs paid in excess of this Contract's value.

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

1. The Funding Agency requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts.. In pursuance of this policy, both the Funding Agency and the GoC:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) *“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and*
- (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoC of the benefits of free and open competition;*
- (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*
- (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.;*

- (b) will declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded both by the Funding Agency and the GoC if it at any time determines that the firm has engaged in corrupt

or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.

2. The Funding Agency will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Borrower or Recipient or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower or Recipient having taken timely and appropriate action satisfactory to the Funding Agency to remedy the situation
3. The Funding Agency and the GoC will have the right to require that Suppliers permit the Funding Agency and the GoC to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Funding Agency and the GoC.

### **Article 5      Special Conditions**

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In witness of what has been agreed above, the signatures of the authorized representatives of the two Parties are affixed below on the date shown.

◆ <i>Purchaser</i>		◆ <i>Supplier</i>	
Name	: Sok Lor	Name	: -----
Position	: Executive Director and Project Director	Position	: -----
Date	: -----	Date	: -----

### SECTION 3: PRICE AND DELIVERY SCHEDULE

Item N°	Description of Goods	Qty	Physical unit	Delivery Final Destination (Project Site)	Delivery Date (after contract signing date)	Unit price per item delivered at Final Destination (Project Site) <sup>1</sup> (in US\$)	Total price per item delivered at Final Destination (Project Site) <sup>1</sup> (in US\$)	
<b>A</b>	<b>LOT # 1</b>							
1	Desktop Computer	11	Units	<b>Arbitration Council Foundation</b>	30 (thirty) days			
2	UPS 800VA	11	Units					
3	Laptop Computer	3	Units					
4	Printer Laser Jet (Black and White)	2	Units					
5	Printer DeskJet/OJ (Color) A3 & A4	1	Unit					
6	LCD Projector	1	Unit					
7	Wall/Ceiling Mounted Projection Screen	1	Unit					
<b>B</b>	<b>LOT # 2</b>							
1	Amplifier for Meeting/Hearing Room	1	Unit					
2	Controller Unit	1	Unit					
3	Master Microphone for Chairman Unit	3	Unit					
4	Microphone for Delegation Unit	4	Unit					
5	Speakers (Ceiling Type)	4	Pcs					
6	Cable, accessories & Service Installation	1	Room					
	<b>Total</b>							

**Total Bid Price**.....**in words**.....

**Authorized Signature of Bidder**..... (please fix stamp)

**Name and title of Signatory**.....

**Name of firm**.....

**Address, Phone and Fax number, if any**.....

**Date**: .....

- Currency to be used is US Dollars. The price shall include all customs duties and sales and other taxes already paid or payable, transportation, insurances, and any other local charges for delivery of the goods up to final destination.

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.  
Catalogue of the products should be attached for our examination.

## SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS

**Statement of Compliance** Bidders must state here either “Comply” or “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 bidders bid 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 bid 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.

Item No.	Description of Goods and Technical Specifications Required	Description of Goods and Technical Specification Offered (material be new, unused, brand name and model)
		<b>Statement of Compliance</b>
<b>A</b>	<b>LOT # 1 (Computer Equipment)</b>	
<b>1</b>	<p><b>Slim Desktop Computer</b> (Minimum Specification)</p> <ul style="list-style-type: none"> <li>- Processor: Intel<sup>®</sup> Core™ 2Duo Processor E7500 (2.93MHz/3MB/1066Mhz FSB)</li> <li>- Chipset Type: Intel G33 Express</li> <li>- Memory: 2GB DDR2, upgradeable up to 8GB</li> <li>- Hard Drive: 500GB, upgradable to 1000GB</li> <li>- Integrated Intel GMA 4500</li> <li>- Integrated Ethernet LAN 10/100/1000</li> <li>- Integrated ADI 198a High Definition Audio</li> <li>- 16x DVD±RW w/Dual Layer</li> <li>- LCD Monitor 18.5” Color Flat Screen</li> <li>- USB Keyboard / Button Scroll Mouse / Mousepad</li> <li>- O.S.: Windows XP Professional License</li> <li>- Including: Operation and maintenance manual</li> </ul> <p><i>Remarks:</i></p> <ul style="list-style-type: none"> <li>- Computer will be delivered in good and working conditions. It should include all standard application and operating system Microsoft Window XP Professional License Software and Anti Virus.</li> <li>- Warranty conditions are three years; one year full parts and two years on services. And/or with Manufacturer’s warranty which showing the warranty certification. For Anti Virus with Min. one year updates.</li> <li>- Installation is required</li> </ul>	

2	<p><b>UPS 800 VA (Minimum specification)</b></p> <ul style="list-style-type: none"> <li>- Capacity 800VA</li> <li>- Input Voltage: 140 – 285V</li> <li>- Output Voltage: 220VAC</li> <li>- Battery Mode: 220VAC</li> <li>- Battery Type: 12V9AH – 1pc</li> <li>- Backup Time: 8 – 40 Minutes</li> <li>- Net weight: 7.2 Kg</li> <li>- Built-In AVR</li> </ul>	
3	<p><b>Laptop Computer (Minimum Specification)</b></p> <ul style="list-style-type: none"> <li>- Processor: Intel<sup>®</sup> Core™ 2 Duo P7450 (2.13GHz, 3MB L2 Cache, 1066MHz FSB)</li> <li>- Memory: 2GB DDR2 Upgradeable up to 8GB</li> <li>- Hard Disk: 320GB SATA upgradeable upto 1000GB</li> <li>- 8X Max DVD+RW Double Layer</li> <li>- Screen: LCD 14” 720p WLED</li> <li>- Intel<sup>®</sup> GMA X4500MHD</li> <li>- Network/Bluetooth</li> <li>- Card Reader/Webcam</li> <li>- OS: Windows XP Professional License</li> <li>- Input Device: Full-sized keyboard; Touchpad with scroll zone</li> <li>- Battery: 6-cell high capacity lithium-Ion.</li> <li>- Color: Black or Silver</li> <li>- Max. Weight: 2.40 kg.</li> <li>- Warranty: 3 years. 1 year on part and 2 years on services and/or manufacturer’s warranty</li> </ul> <p><i>Including:</i></p> <ul style="list-style-type: none"> <li>- Operation and Maintenance Manual</li> <li>- AC Adapter</li> <li>- Genuine Carrying Case</li> </ul> <p><i>Remarks:</i></p> <ul style="list-style-type: none"> <li>- Computer will be delivered in good and working conditions. It should include all standard application and operating system Windows XP Professional license and Anti Virus.</li> <li>- Warranty conditions are three years; min. one year full parts, and two years on services and/or provide with manufactory’s warranty. For Anti Virus Minimum one year updates.</li> <li>- Installation and testing is required.</li> </ul>	
4	<p><b>LaserJet Printer Black and White (Minimum Specification)</b></p> <ul style="list-style-type: none"> <li>- Print speed: up to 30ppm</li> <li>- First page out (black): As fast as 8.0 second</li> <li>- Print resolution: Up to 1200 x 1200dpi</li> <li>- Recommended monthly print volume: 500 – 2500pgs</li> <li>- Monthly duty cycle: up to 25,000 pages</li> </ul>	

	<ul style="list-style-type: none"> <li>- Standard Media size: A4, A5, A6, B5, B6, C5, DL</li> <li>- STD Media Types: Paper (bond, light, heavy, plain, recycled, rough), Envelopes, Labels, Cardstock, Transparencies, heavy media</li> <li>- Memory: STD. min. 16MB RAM</li> <li>- Processor speed: 266MHz</li> <li>- Connectivity: Fast Ethernet 10/100, Hi-Speed USB 2.0</li> <li>- Input capacity tray: STD up to 250 sheets</li> <li>- Input capacity tray: Max. up to 300 sheets</li> <li>- Duplex printing: Manual (driver support provided)</li> <li>- Supported Operating System: Win. 2000/XP Pro/Home/Vista/ server 2003-2008.</li> <li>- Dim: max. W14.4 x D26.7 x H10.1 in</li> <li>- Weight: max. 23.6 lbs</li> </ul> <p><i>Remarks:</i></p> <ul style="list-style-type: none"> <li>- This equipment shall be delivered in working condition (with toner cartridge, cables and software)</li> <li>- Instruction and maintenance manuals.</li> <li>- Installation and Testing is required</li> <li>- Warranty condition is min. one year on parts and two years on services and/or comes with manufactory's warranty.</li> </ul>	
<p><b>5</b></p>	<p><b>Printer Color (DeskJet/OJ) A3 &amp; A4 (Minimum Specification)</b></p> <ul style="list-style-type: none"> <li>- Print Speed: Up to 32ppm</li> <li>- Print quality: Up to 4800x1200dpi</li> <li>- Standard memory: 32MB</li> <li>- Duty cycle (monthly A4): up to 7000 pages</li> <li>- Paper handling input: STD 150 sheet input tray</li> <li>- Paper handling output: STD 100 sheet output tray</li> <li>- Connectivity Port: Hi Speed, USB 2.0, Ethernet</li> <li>- Media Types: Paper (plain, inkjet, photo) Envelopes Transparencies Labels Cards (index, greeting)</li> <li>- Dim: W574 x D402 x H181 mm</li> <li>- Weight: max. 7kg</li> </ul> <p><i>Remarks:</i></p> <ul style="list-style-type: none"> <li>- This equipment shall be delivered in working condition (with toner cartridge, cables and software)</li> <li>- Instruction and maintenance manuals.</li> <li>- Installation and Testing is required</li> <li>- Warranty condition is one year on parts and two years on services and/or comes with manufacturer warranty.</li> </ul>	
<p><b>6</b></p>	<p><b>LCD Projector (Minimum specification)</b></p> <ul style="list-style-type: none"> <li>- Brightness : 2500 ANSI Lumens</li> <li>- Eco-Mode: 2000 ANSI Lumens</li> <li>- Throw Distance (m): 1.3 – 8.9</li> <li>- Standard Lens: Focus: Manual; Zoom: Manual: 1.20:1</li> </ul>	

	<ul style="list-style-type: none"> <li>- Image Size (cm): 102 – 762</li> <li>- Resolution: Native 1024 x 768 Pixels</li> <li>- Aspect Ratio: 4:3 (XGA)</li> <li>- Lamp Type: 200W UHP</li> <li>- Lamp Life: 2000 hours</li> <li>- Lamp Eco-Mode Life: 3000 hours</li> <li>- Speakers: 1.0W Mono</li> <li>- Max Power: 320W</li> <li>- Voltage: 100V -240V</li> <li>- Size (cm): H7 x W29 x D20</li> <li>- Weight Max. 2.1 kg</li> <li>- Genuine Soft Carrying Case</li> </ul> <p><i>Including:</i></p> <ul style="list-style-type: none"> <li>- This equipment shall be delivered in working condition with USB Port, Remote commander, Lithium Battery 1 installed in Remote Commander, AC power cord, Operating Instructions (CD-Rom), Quick reference and maintenances manuals.</li> </ul> <p><i>Terms and Conditions:</i></p> <ul style="list-style-type: none"> <li>- Warranty: 3 years. At least 1 year on parts and 2 years on services and/or comes with Manufactory's warranty.</li> </ul>	
<b>7</b>	<p><b>Wall Projection Screen for DLP/LCD</b></p> <ul style="list-style-type: none"> <li>- Wall or ceiling mounted using the two-way end cap</li> <li>- Brackets</li> <li>- Deal when a permanently fixed screen is required</li> <li>- Smart black border for a professional, sharp-edged Image</li> <li>- For OHP use, extension brackets are available to eliminate the keystone effect</li> <li>- Dimensions: 2000 x 1513mm.</li> </ul>	
<b>B</b>	<b>LOT # 2 (Conference System)</b>	
<b>1</b>	<p><b>Power Amplifier 360W</b> (Minimum Specifications)</p> <ul style="list-style-type: none"> <li>- 100V/70V 4-6<math>\Omega</math></li> <li>- MIC 1.2.3: 600<math>\Omega</math> 2.0 – 4.0mv AUX1.2:15K, 775MV</li> <li>- 80Hz – 16KHz (<math>\pm</math> 3dB)</li> <li>- Microphone 1. 2 and 3:66dB, AUX land 2:7 OdB</li> <li>- Voltage: 220V – 240V 50 – 60Hz</li> </ul>	
<b>2</b>	<p><b>Conference Microphone Controller</b></p> <ul style="list-style-type: none"> <li>- Single, multiple and many groups can be used simultaneously</li> <li>- Equipped with 3 groups of 9P-Din plugs for system connecting, normally it is workplace for 35 units in each circuit</li> <li>- Built-in feedback inhabitation circuit</li> </ul>	

	<ul style="list-style-type: none"> <li>- Built-in Telephone Couple for telephone conference</li> <li>- MIC on number restriction: 1/3/5/free</li> <li>- Red Indicator light on the MIC</li> <li>- Auto-off function: The microphone would close automatically in 30 seconds after making a speech</li> <li>- Equipped with balanced and unbalanced outputs and both sides circuit output socket for concerning other equipment.</li> <li>- Power consumption: 115W</li> <li>- Voltage: 220V</li> <li>- Dim: W485 x H46.80 x D320 mm</li> </ul>	
<b>3</b>	<b>Meeting Microphone (Chairman Unit)</b> <ul style="list-style-type: none"> <li>- Frequency Response: 100 – 16000Hz</li> <li>- Sensitivity: -442dB</li> <li>- Reference distance: 20 – 120cm</li> <li>- Priority button</li> <li>- ON/OFF Button</li> </ul>	
<b>4</b>	<b>Meeting Microphone (Delegate Unit)</b> <ul style="list-style-type: none"> <li>- Frequency Response: 100 – 16000Hz</li> <li>- Sensitivity: -442dB</li> <li>- Reference distance: 20 – 120cm</li> <li>- ON/OFF Button</li> </ul>	
<b>5</b>	<b>Speakers (Ceiling Type)</b> <ul style="list-style-type: none"> <li>- Rated Power: 3/6W</li> <li>- Line voltage: 100V</li> <li>- Sensitivity: 90dB</li> <li>- Distortion: &lt;3%</li> <li>- Freq. Response: 110Hz – 13KHz</li> <li>- Hole Cutting Size: Dia 103mm</li> <li>- Installation: Ceiling</li> <li>- Enclosure Material: Plastic</li> <li>- Weight: 0.42Kg</li> </ul>	
<b>6</b>	<b>Cable and Installation in Hearing Room</b> <ul style="list-style-type: none"> <li>- Room Dim: W 5m x L12 m x H 3.50 m</li> <li>- Seats: 22 seats</li> </ul>	

**Authorized Signature of Bidder**..... (please fix stamp)

**Name and title of Signatory**:.....

**Name of firm**:.....

**Address, Phone and Fax number, if any**.....

**Date**: .....

**SECTION 5**

**1. Form of Bid**

\_\_\_\_\_ (Date)

To: Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG)  
Address: # 72, Street 592 (corner of St. 327), Sangkat Boeung Kak II,  
Khan Tuol Kork, Phnom Penh, Cambodia  
Tel: 855-23 881 814 Fax: 855-23 881 918  
E-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org)

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified therein, the following Goods: *Supply and Delivery of Computers, Printers, LCD Projector and Audio Visual Equipment*. The total price of our Bid, including any discounts offered, is US\$.....  
(in words:.....).

This Bid and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid will remain valid for 60 days after the Deadline for Submission of Bids.

We note and accept without reservation the Government's and the Funding Agency's (when other than the Government) right to audit and inspect any and all records relating both to the preparation of our Bid, and if our Bid is successful, the execution of the resulting contract.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Numbers, (if any): \_\_\_\_\_

## 2. Statement on Ethical Conduct and Fraud and Corruption

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

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
2. Should we become aware of the potential for such a conflict will report it immediately to the procuring organization.
3. That 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 bid or proposal.
4. We understand our obligation to allow the Government or the funding agency be World Bank to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
5. That 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, client or employer.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Numbers, (if any): \_\_\_\_\_

## SECTION 6: FORM OF CONTRACT AGREEMENT

### AGREEMENT

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_, by and between

---

*[insert name and address of Purchaser]* (hereinafter called “the Purchaser”) and

---

*[insert name and address of Supplier]* (hereinafter called “the Supplier”).

**Whereas** the Purchaser invited bids for certain Goods viz., *[insert brief description of Goods]* and has accepted a Bid by the Supplier for the supply of those Goods in the sum of *[insert Contract Price in words and figures, expressed in United States Dollars]* (hereinafter called “the Contract Price”).

#### **Now this Agreement witnessed as follows:**

1. 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) The Form of Contract,
  - (b) the Conditions of Contract,
  - (c) the Special Conditions of Contract
  - (d) the Form of Bid submitted by the Supplier,
  - (e) the Price and Delivery Schedule,
  - (f) Technical Specification, and
  - (g) the Purchaser’s Notification of Award
3. 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 hereinafter mentioned, the Contractor 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 the days and year first before written

The Common Seal of

\_\_\_\_\_  
\_\_\_\_\_

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the  
said

\_\_\_\_\_  
In the presence of :

Binding Signature of Purchaser:\_\_\_\_\_

Binding Signature of Supplier:\_\_\_\_\_

## SECTION 7: BID AND PERFORMANCE SECURING DECLARATION

Name of Contract: Supply and Delivery of Computer, Printers,  
LCD Projector and Audio Visual Equipment  
Contract Identification N<sup>o</sup>: ACF-DFGG/NS 01/10  
Invitation for Bid No.: ACF-DFGG/NS 01/10

To: Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG Project)  
Address: # 72, Street 592 (corner of St. 327), Sangkat Boeung Kak II,  
Khan Tuol Kork, Phnom Penh, Cambodia  
Tel: 855-23 881 814 Fax: 855-23 881 918  
E-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org)

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid and performance securing declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Purchaser and the Government of Cambodia for the period of time of two years starting on the date of the Purchaser's execution of this Declaration *or pay 2% of the contract price as a penalty*, if we are in breach of our obligation(s) under the bid conditions and contract conditions, because we:
  - a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents, or
  - b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, fail or refuse to execute the Contract Form, if required, or
  - c) committed a fundamental breach of contract leading to the Purchaser's termination of the contract for reasons of our default.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that we were unsuccessful; or (ii) 30 (thirty) days after the expiration of our bid, or in the event that our bid is successful and we are awarded a contract we understand that this bid and performance securing declaration will expire upon successful completion of the warranty period specified in paragraph 7 of the Conditions of Contract.
4. We understand that if we are a JV, the Bid and Performance Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: \_\_\_\_\_ (with stamp)

In the Capacity of: \_\_\_\_\_ Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_

**KINGDOM OF CAMBODIA**



**Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG)**

# **BIDDING DOCUMENT**

**National Shopping Document**

**for**

**Supply, Delivery and Installation of  
Server Computers and Software**

**Bid No. ACF/DFGG/NS 02/10**

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## Invitation to BID

### DEMAND FOR GOOD GOVERNANCE PROJECT

#### The Arbitration Council Foundation

#### Wishes to purchase: Supply, Delivery and Installation of Server Equipments and Software

1. The goods are required to be supplied within 30 (thirty) days from the date of contract signing.
2. Interested qualified eligible suppliers are invited to obtain a copy of the bidding documents free-of-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.
3. To be considered eligible and qualified a firm or individual must
  - a) Have completed within the last 3 years at least one contract of a similar nature of at least 50% of the value of the bid.
  - b) Have completed in the last 2 years, contracts with a total cumulative value of three times that bid.
  - c) Not be under any notice of disbarment issued by the Government of Cambodia or the World Bank.
4. Bids must be delivered to the address given below **at or before 15:00 PM on 04<sup>th</sup> November 2010**. Late bids will be rejected. Bids will be opened in public immediately thereafter at the address given below in the presence of the Bidders' representatives and the project's beneficiaries from the concerned local community who choose to attend shall be allowed to be present in person.
5. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
6. All bids must be accompanied by a bid securing declaration as described in the bidding documents. Any bid not accompanied by one will be rejected as non-compliant.
7. The address where the document may be inspected and obtained is:

Arbitration Council Foundation (ACF)

Demand for Good Governance Project (DFGG)

Address: Office # 72, Street 592 (corner of St. 327), Sangkat Boeung Kak II,  
Khan Tuol Kork, Phnom Penh, Cambodia

Fax: 855-23 881 918

E-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org)

8. In case of any difficulty in obtaining the bidding documents, interested parties may contact in writing to Mr. Sok Lor, ACF Executive Director and Project Director of DFGG Project – Support to the Arbitration Council, Fax no.: 855-23 881 918, e-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org), and also send a copy of the communication to Mr. Tauch Chan Kresna, Chief of World Bank Division, Tel/Fax: 855-23 725 341, Department of Investment and Cooperation, Ministry of Economy and Finance, No. 92, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia.
9. The address for bid submission and bid opening is:  
  
Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG Project)  
Address: Office no. 72, Street 592 (corner of Street 327),  
Sangkat Boeung Kak II, Khan Tuol Kork,  
Phnom Penh, Cambodia  
Fax: 855-23 881 918  
E-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org)
10. The Government of Cambodia and/or the Funding Agency will declare a firm ineligible either indefinitely or for a stated period of time, to be financed by the Government of Cambodia and/or the Funding Agency respectively, if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for or in executing a contract.

## SECTION 1: INSTRUCTIONS TO BIDDERS

1. **Goods:** The Demand for Good Governance Project as the Purchaser invites bids for the supply and delivery of Office Equipments as described in Section 3: Price and Delivery Schedule. The successful bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract.
2. The Royal Government of Cambodia has received funding from International Development Association towards the cost of Demand for Good Governance Project. The Purchaser intends to apply a portion of the proceeds of the funding to eligible payments under the contract(s) for which this Bidding Document is 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 Nation.
3. **Eligibility and Qualifications of the Bidder:** Only bidders that meet the following criteria will be eligible for an award of contract:
  - a) Have completed within the last 3 years at least one contract of a similar nature of at least 50% of the value of the bid.
  - b) Have completed in the last 2 years contracts with a total cumulative value of three times that bid.
  - c) Not be under any notice of disbarment issued by the Government, or the World Bank.

The bidder shall be required to provide documentary evidence with its bid to demonstrate that it meets the above requirements.

4. **Fraud and Corruption.** The Funding Agency requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, both the Funding Agency and the Government of Cambodia (GoC):
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) *“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and*
    - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoC of the benefits of free and open competition;*
    - (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*

- (iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.;*
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent, coercive or collusive practices in competing for the contract in question;
- (c) will declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded both by the Funding Agency and the GoC if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.
- (d) will have the right to inspect and audit the records of any bidder or supplier relating to either the bidding process itself or the resulting award and execution of a contract. The inspection and audit may, at the discretion of the Funding Agency or GoC, be undertaken by independent auditors appointed by them. Furthermore successful bidder attention is drawn to Clause 5 of Conditions of Contract (CC).
- (e) The Funding Agency will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Borrower or Recipient or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower or Recipient having taken timely and appropriate action satisfactory to the Funding Agency to remedy the situation.
- (f) All bidders are required to complete the Statement on Ethical Conduct and Fraud and Corruption provided in and submit it with their bid.

**5. Contents of Bid Documents:** The set of Bid documents comprises the documents listed below:

Invitation to Bid

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 AND DRAWINGS

SECTION 5. FORM OF BID

SECTION 6. FORM OF CONTRACT AGREEMENT

SECTION 7. BID AND PERFORMANCE SECURING DECLARATION

**6. Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:

Form of Bid

Price and Delivery Schedule

Bid and Performance Securing Declaration

**7. Bid and Evaluation Criteria:**

“The Bidder must bid for all the required items on Section 3. Price and Delivery Schedule.

The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 8. Bid 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 not subject to price adjustment during the period of performance of the contract.
- 9. Validity of Bid:** The bid shall remain valid for the period of **sixty (60) calendar days** counted from the deadline for submission of bids specified in Paragraph 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 bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.
- 10. Language of the Bid:** All documents relating to the Bid and contract shall be in English language.
- 11. Preparation and Sealing of Bid:** The Bidder shall prepare **one original** of the documents comprising the Bid as described in Paragraph 6 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 Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The Bidder shall seal the original and the copy of the Bid 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 paragraph 8 the Invitation to Bid and shall provide a warning **“DO NOT OPEN BEFORE THE SPECIFIED TIME AND DATE FOR BID OPENING”** as defined in paragraph 12 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 Bid.
- 12. Place and Deadline for Submission of Bids:** The Bids shall be delivered to the Purchaser **NO LATER than 15:00PM on 04<sup>th</sup> November 2010** at the address given in paragraph 9 of the Invitation for Bids. Any Bid received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.

**13. Bid and Performance Securing Declaration:** The Bid and Performance Securing Declaration should be in accordance with the form included in SECTION 7: BID AND PERFORMANCE SECURING DECLARATION. Any Bid not accompanied by a Bid and Performance Securing Declaration will be rejected by the Purchaser as non-responsive. The execution of a bid securing declaration will result in the Bidder being held ineligible for all contracts let by the GoC irrespective of the funding source for a period of two years from the expiry of the Bid Validity unless, at a Bidder's option, the Bidder chooses to pay an administrative penalty of two percent of the total amount bid to the Purchaser. The Bid Securing and Performance Declaration will be executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to paragraph 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 Bids:** No Bids shall be modified after the deadline for submission of Bids specified above in paragraph 12 of these Instructions. Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the validity of the Bids as specified in paragraph 9 of these Instructions above may result in the execution of the Bid and Performance Securing Declaration.

**15. Opening of Bids:** The Purchaser will open the Bids in the presence of the bidders' representatives and representatives of the project's beneficiaries from the local community who choose to attend, at the time, date, and in the place specified in paragraph 12 of these Instructions. The bidders' names and the total amount of each Bid will be announced by the Purchaser at the Bid opening. The Purchaser shall provide all attendees with written minutes of the bid opening.

**16. Process to be Confidential:** All information relating to the examination, clarification, evaluation and comparison of bids for the contract award shall not be disclosed until the award to the successful Bidder has been announced.

**17. Evaluation and Comparison of Bids:** The Purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the technical specification and standards therein and who has offered the lowest evaluated Bid and has been determined to be qualified to perform the Contract satisfactorily. In evaluating the Bids, the Purchaser will determine for each Bid the evaluated Bid Price 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 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;

- c) If a Bidder refuses to accept the correction, his Bid will be rejected and Bid and Performance Securing Declaration executed.

**18. Purchaser's Right to Accept Any Bids and to Reject any or all Bids:** The Purchaser reserves the right to accept or reject any bid, and to cancel the process of competition and reject all bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s).

**19. Notification of Award and Signing of Contract:** The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by registered letter. The written notification of award will constitute the formation of the 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 bid was unsuccessful and the Purchaser the obligation to provide it. No commercial confidences will be breached and no detailed information concerning other bids will be disclosed other than the information already read out at bid opening and the reasons for any and all bids 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. Sok Lor, ACF Executive Director and Project Director of DFGG Project – Support to the Arbitration Council, Fax: 855-23-881 918, e-mail: procurement@arbitrationcouncil.org, Arbitration Council Foundation. The Project Director 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 Director does not satisfy the bidder or there is no response to the complaint it should be referred to the Department of Public Procurement, Ministry of Economy and Finance, No. 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 Department of Investment and Cooperation, Ministry of Economy and Finance, Attn: Mr. Tauch Chan Kresna, Chief of World Bank Division, Tel/Fax: 855-23 725 341, and to the representative of the Funding Agency, WB Cambodia Country Office, attention: Mr. Janmejay Singh, Task Team Leader, at 113 Norodom Blvd., Phnom Penh, Tel: 855-23 217 304, Fax: 855-23 210 504. The 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

- (i) notify in writing all participating bidders of the results of the bid evaluation promptly after the contract has been awarded, and
- (ii) 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**

1. The Supplier confirms that he has examined, read and understood fully all the Contract Documents, being
  - i. The Form of Contract,
  - ii. the Conditions of Contract,
  - iii. the Special Conditions of Contract
  - iv. the Technical Specifications
  - v. the Form of Bid submitted by the Supplier,
  - vi. the Price and Delivery Schedule,
  - vii. the Purchaser's Notification of Award together form the Contract
2. The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
3. The law applicable to the Contract shall be that of Cambodia. 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 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**

1. The Purchaser and the Contractor now agree as follows:
  - The Contract Price is .....(*Insert US Dollar amount in words and figures*). This amount is for the full delivery and Installation of the goods listed in the Price and Delivery Schedule.
  - The Supplier shall supply:

Server Computers and Software on or before the delivery date and at the final destination (Project Site) indicated in the Price and Delivery Schedule. The Supplier shall be responsible for fully insuring the Goods against loss or damage from “warehouse to warehouse” (final destination) on “All Risk basis”.
2. 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%, then after the Purchaser may terminate the contract.

3. If war or natural disaster makes completion of the contract impossible, the Supplier may ask the Purchaser to release him from the Contract.
4. The Supplier guarantees that all goods supplied will be new and unused and carry a warranty of a minimum 1 year on parts and 3 years on services and/or with the original manufactory's warranty 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.

### **Article 3      Payment Provisions**

1. Payments will be made according to the schedule and terms and conditions set out below.

<b>Steps of Payment</b>	<b>Amount</b>	<b>Payment Conditions</b>
Payment No 1	90% of the Contract Price	Upon receipt of the Goods
Payment No 2	10% of the Contract Price	Upon inspection and acceptance of the goods

2. Processing of payments will be as follows:
  - i. 90% of the Contract Price. The Purchaser will issue a receipt for the goods upon delivery to the Project Site; 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 days of submission;
  - ii. 10% of the Contract Price. Within 7 days of receiving the goods the Purchase 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 days of submission.

- iii. In the event that after the expiry of 7 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 days of submission.
3. Payment shall be made in US Dollars in the proportion specified below.

In US Dollars 100 %

4. 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 2% of the amount of the payment for the first month and for each subsequent full calendar month during which payments are delayed.
5. If the Contract is cancelled because of the fault of the Supplier, the Purchaser has the right to obtain the goods from another source. The Supplier shall be liable for any purchase costs paid in excess of this Contract's value.

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

1. The Funding Agency requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and consultants observe the highest standard of ethics during the procurement and execution of contracts.. In pursuance of this policy, both the Funding Agency and the GoC:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) *“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and*
    - (ii) *“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GoC of the benefits of free and open competition;*
    - (iii) *“collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-*

*competitive levels or to influence the action of any party in the procurement process or the execution of a contract;*

(iv) *“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.;*

(b) will declare a firm or individual ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded both by the Funding Agency and the GoC if it at any time determines that the firm has engaged in corrupt or fraudulent, coercive or collusive practices in competing for, or in executing, any contract.

2. The Funding Agency will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Borrower or Recipient or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower or Recipient having taken timely and appropriate action satisfactory to the Funding Agency to remedy the situation
3. The Funding Agency and the GoC will have the right to require that Suppliers permit the Funding Agency and the GoC to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Funding Agency and the GoC.

## **Article 5      Special Conditions**

.....  
 .....  
 .....  
 .....  
 .....

In witness of what has been agreed above, the signatures of the authorized representatives of the two Parties are affixed below on the date shown.

◆ <i>Purchaser</i>	◆ <i>Supplier</i>
Name           : Mr. Sok Lor	Name           : -----
Position       : Executive Director and Project Director	Position       : -----
Date            : _____	Date            : _____

### SECTION 3: PRICE AND DELIVERY SCHEDULE

Item N°	Description of Goods	Qty	Physical unit	Delivery Final Destination (Project Site)	Delivery Date (after contract signing date)	Unit price per item delivered at Final Destination (Project Site) <sup>1</sup> (in US\$)	Total price per item delivered at Final Destination (Project Site) <sup>1</sup> (in US\$)	
<b>A</b>	<b>LOT # 1 (Server Equipments)</b>							
1	Server Computer	<b>02</b>	Units	<b>Arbitration Council Foundation</b>	30 (thirty) days			
2	NAS Storage	<b>01</b>	Unit					
3	Firewall	<b>01</b>	Unit					
4	Switch 8 Port PS/2-USB KVM	<b>01</b>	Unit					
5	USB KVM Cable (1.8m)	<b>08</b>	Pcs					
6	Cabinet Close Rack 42U	<b>01</b>	Unit					
7	UPS For Server	<b>01</b>	Unit					
<b>B</b>	<b>LOT # 2 (Software Licenses)</b>							
1	WinSvrStd 2008R2 SNGL OLP NL	<b>03</b>	Sets					
2	WinSvrCAL 2008 SNGL OLP NL UsrCAL	<b>25</b>	Users					
3	WinSvrStd 2008 wSP2 32bit x 64 English DiskKit MVL DVD	<b>01</b>	Set					
4	ExchgSvrStd 2010 SNGL OLP NL	<b>01</b>	Set					
5	ExchgCAL 2010 SNGL OLP NL UserCAL	<b>25</b>	Users					
6	ExchgSvrStd 2007 English DiskKit MVL DVD wSP1	<b>01</b>	Set					
7	Antivirus – Kaspersky Enterprise Space Security (1 year)	<b>30</b>	Users					
	<b>Total</b>							

**Total Bid Price**.....in words.....

**Authorized Signature of Bidder**..... (please fix stamp)

**Name and title of Signatory**.....

**Name of firm/company**.....

**Address, Phone and Fax number, if any**.....

**Date:** .....

- Currency to be used is US Dollars. The price shall include all customs duties and sales and other taxes already paid or payable, transportation, insurances, and any other local charges for delivery of the goods up to final destination.

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.  
Catalogue of the products should be attached for our examination.

## SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS

**Statement of Compliance** Bidders must state here either “Comply” or “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 bidders bid 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 bid 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.

Item No.	Description of Goods and Technical Specifications Required	Description of Goods and Technical Specification Offered (material be new, unused, brand name and model)
		<b>Statement of Compliance</b>
<b>A</b>	<b>LOT 1: Server Computers</b>	
<b>1</b>	<p><b>SERVER COMPUTER</b> (Minimum Specifications)</p> <ul style="list-style-type: none"> <li>- Form factor/height: Rack/1U</li> <li>- CPU: Quad Core Intel Xeon 3330, 2.66GHz / 1333MHz, 6M L2</li> <li>- Power supply (std/max): 350W 1/1</li> <li>- Network interface: Dual Gigabit Ethernet</li> <li>- Expansion slots: 1 PCI-Express (x8), 1 PCI-Express (x4)</li> <li>- Ram: 8GB (<b>2 x 4GB</b>) PC3-10600 CL9 ECC DDR3 LP RDIMM 1333MHz</li> <li>- Hard Disk: Hot-Swap SATA (<b>4 x 250GB</b>) 7200RPM</li> <li>- OS Support: Microsoft® Windows Server® 2008, Microsoft Windows Server 2003, Windows Small Business Sever 2003 R2, Red Hat EnterpriseLinux® 5, SUSE Linux Enterprise Server 10</li> <li>- Supply and Install</li> <li>- Manufacturer’s Warranty for minimum one year on equipment/parts, manufacturing defects and 3 years on services</li> </ul>	
<b>2</b>	<p><b>NAS STORAGE</b> (Minimum Specifications)</p> <ul style="list-style-type: none"> <li>- Processor: Intel® Celeron Processor 1.6GHz</li> <li>- Memory: 1GB DDRII RAM, 128 Flash (DOM) - Upgradeable up to 10GB</li> </ul>	

	<ul style="list-style-type: none"> <li>- Hard Disk Capacity: 5 x 3.5” SATA I/II HDD, up to 5TB – (5 x 1000G) SATA2, 7200 RPM</li> <li>- HDD Tray: 5 x hot swappable and lockable tray</li> <li>- LAN Port: 2Gigabit RJ-45 Ethernet, 5 x USB 2.0, 1 x eSATA, LCD Panel</li> <li>- Single Disk, RAID 0 (Disk Striping), RAID 1 (Disk Mirroring), RAID 5, RAID 5 + Hot spare, RAID 6, and JBOD</li> <li>- Operating System: Linux-embedded system</li> <li>- Supply and Install</li> <li>- Manufacturer’s Warranty for minimum one year on equipment/parts, manufacturing defects and 3 years on services</li> </ul>	
3	<p><b>FIREWALL</b> (Minimum Specifications)</p> <ul style="list-style-type: none"> <li>- Maximum firewall throughput (Mbps): 150 Mbps</li> <li>- Maximum firewall connections: 10,000/25,000</li> <li>- Maximum Firewall connections/second: 4,000</li> <li>- Packets per second (64 byte): 85,000</li> <li>- Maximum 3DES/AES VPN throughput: 100Mbps</li> <li>- Maximum site-to-side and remote access VPN session: 10/25</li> <li>- Maximum SSL VPN user sessions 1: 25</li> <li>- Bundled SSL VPN user session 1: 2</li> <li>- Integrated ports2: 8 port 10/100 switch with 2 Power over Ethernet ports</li> <li>- Supply and Install</li> <li>- Manufacturer’s Warranty for one year on equipment/parts, manufacturing defects and 3 years on services</li> </ul>	
4	<p><b>SWITCH</b> (Minimum Specifications)</p> <ul style="list-style-type: none"> <li>- 8-Ports PS/2-USB KVM Switch</li> <li>- Supply and install</li> <li>- Manufacturer’s Warranty for minimum one year on equipment/parts, manufacturing defects and 3 years on services</li> </ul>	
5	<p><b>USB KVM CABLE</b></p> <ul style="list-style-type: none"> <li>- USB KVM Cable (1.8 meters)</li> <li>- Warranty must useable with the said switch and must be good and in working condition.</li> </ul>	

6	<p><b>CABINET CLOSE RACK 42u</b></p> <ul style="list-style-type: none"> <li>- Cabinet Close Rack 42U</li> <li>- Glass Door (Mica)</li> <li>- Dimensions: H2050cm x W600cm x D 1000cm</li> <li>- Warranty: It should be new, good and in working condition, especially comes with manufacturing's warranty</li> </ul>	
7	<p><b>UPS FOR SERVER</b> Uninterrupted Power Supply Unit (Minimum specifications)</p> <ul style="list-style-type: none"> <li>- Battery back-up time: 30 – 40 minutes</li> <li>- 3KVA / 2700W</li> <li>- On-line double converting with PFC (Power Factor Correction) System</li> <li>- 100/120/160/184V – 40 to 7Hz</li> <li>- 40-70Hz, 50-60Hz auto-selection, frequency converter as standard</li> <li>- 230V (adjustable to 200/208/220/240V)</li> <li>- Standard (15min/10min); (60min/40min)</li> <li>- 1IEC C20(16A) or terminal block on HotSwap BMP HW (Hard wired)</li> <li>- Automatic Voltage Regulation; Main Isolation; 4x Power Outlets inclusive of spike/surge protection 9 pin serial port</li> <li>- Provide User Manual, Installation Software and Serial and/or USB Cable</li> <li>- Supply and Install</li> <li>- Manufacturer's Warranty for minimum one year on equipment/parts, manufacturing defects and 3 years on services</li> </ul>	
<b>B</b>	<b>LOT 2: Software</b>	
1	WinSvrStd 2008R2 SNGL OLP NL	
2	WinSvrCAL 2008 SNGL OLP NL UsrCAL	
3	WinSvrStd 2008 wSP2 32bit x 64 English DiskKit MVL DVD	
4	ExchgSvrStd 2010 SNGL OLP NL	
5	ExchgCAL 2010 SNGL OLP NL UserCAL	
6	ExchgSvrStd 2007 English DiskKit MVL DVD wSP1	
7	Antivirus – Kaspersky Enterprise Space Security (1 year)	

**Authorized Signature of Bidder**..... (please fix stamp)

**Name and title of Signatory**:.....

**Name of firm**:.....

**Address, Phone and Fax number, if any**.....

**Date**: .....

**SECTION 5**

**1. Form of Bid**

\_\_\_\_\_ (Date)

To: Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG)  
Address: # 72, Street 592 (corner of Street 327),  
Sangkat Boeung Kak II, Khan Tuol Kork, Phnom Penh, Cambodia  
Fax: 855-23 881 918  
E-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org)

We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified therein, the following Goods: *Supply, Delivery and Installation of Server Computers and Software*. The total price of our Bid, including any discounts offered, is US\$.....  
(in words:.....).

This Bid and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid will remain valid for 60 days after the Deadline for Submission of Bids.

We note and accept without reservation the Government's and the Funding Agency's (when other than the Government) right to audit and inspect any and all records relating both to the preparation of our Bid, and if our Bid is successful, the execution of the resulting contract.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Numbers, (if any): \_\_\_\_\_

## 2. Statement on Ethical Conduct and Fraud and Corruption

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

1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
2. Should we become aware of the potential for such a conflict will report it immediately to the procuring organization.
3. That 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 bid or proposal.
4. We understand our obligation to allow the Government or the funding agency be World Bank to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
5. That 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, client or employer.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Numbers, (if any): \_\_\_\_\_

## SECTION 6: FORM OF CONTRACT AGREEMENT

### AGREEMENT

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 200\_, by and between

---

*[insert name and address of Purchaser]* (hereinafter called “the Purchaser”) and

---

*[insert name and address of Supplier]* (hereinafter called “the Supplier”).

**Whereas** the Purchaser invited bids for certain Goods viz., *[insert brief description of Goods]* and has accepted a Bid by the Supplier for the supply of those Goods in the sum of *[insert Contract Price in words and figures, expressed in United States Dollars]* (hereinafter called “the Contract Price”).

#### **Now this Agreement witnessed as follows:**

1. 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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) The Form of Contract,
  - (b) the Conditions of Contract,
  - (c) the Special Conditions of Contract
  - (d) the Form of Bid submitted by the Supplier,
  - (e) the Price and Delivery Schedule,
  - (f) Technical Specification, and
  - (g) the Purchaser’s Notification of Award
3. 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 hereinafter mentioned, the Contractor 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 the days and year first before written

The Common Seal of

\_\_\_\_\_  
\_\_\_\_\_

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the  
said

\_\_\_\_\_  
In the presence of :

Binding Signature of Purchaser:\_\_\_\_\_

Binding Signature of Supplier:\_\_\_\_\_

## SECTION 7: BID AND PERFORMANCE SECURING DECLARATION

Name of Contract: Supply and Delivery of Server Computers and Software  
Contract Identification N<sup>o</sup>: ACF-DFGG/NS 02/10  
Invitation for Bid No.: ACF-DFGG/NS 02/10

To: Arbitration Council Foundation (ACF)  
Demand for Good Governance Project (DFGG Project)  
Address: # 72, Street 592 (corner of St. 327), Sangkat Boeung Kak II,  
Khan Tuol Kork, Phnom Penh, Cambodia  
Fax: 855-23 881 918  
E-mail: [procurement@arbitrationcouncil.org](mailto:procurement@arbitrationcouncil.org)

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid and performance securing declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Purchaser and the Government of Cambodia for the period of time of two years starting on the date of the Purchaser's execution of this Declaration *or pay 2% of the contract price as a penalty*, if we are in breach of our obligation(s) under the bid conditions and contract conditions, because we:
  - a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents, or
  - b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, fail or refuse to execute the Contract Form, if required, or
  - c) committed a fundamental breach of contract leading to the Purchaser's termination of the contract for reasons of our default.
3. We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that we were unsuccessful; or (ii) 30 (thirty) days after the expiration of our bid, or in the event that our bid is successful and we are awarded a contract we understand that this bid and performance securing declaration will expire upon successful completion of the warranty period specified in paragraph 7 of the Conditions of Contract.
4. We understand that if we are a JV, the Bid and Performance Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: \_\_\_\_\_ (with stamp)

In the Capacity of: \_\_\_\_\_ Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_