



មូលនិធិក្រុមប្រឹក្សាអាជ្ញាកណ្តាល
ARBITRATION COUNCIL FOUNDATION

KINGDOM OF CAMBODIA

Arbitration Council Foundation (ACF)

BIDDING DOCUMENT

Shopping Document

for

**Supply and Delivery of 17 Laptops, 17 Computer Monitors,
and 17 USB HUB**

Bid No. ACF/NS-01/2024



ផ្ទះលេខ ៧២ ផ្លូវលេខ ៥៩២ (កែងផ្លូវលេខ ៣២៧) សង្កាត់បឹងកក់ ២ ខណ្ឌទួលគោក រាជធានីភ្នំពេញ កម្ពុជា
ទូរស័ព្ទលេខ: ៨៥៥-២៣ ៨៨១ ៨១៤ / ៨៥៥-២៣ ៨៨១ ៨១៥ ទូរសារលេខ: ៨៥៥-២៣ ៨៨១ ៩១៨ ប្រអប់សំបុត្រលេខ: ១១៨០

No. 72, Street 592 (corner of St. 327), Sangkat Boeung Kak II, Khan Toul Kork, Phnom Penh, Cambodia

Tel: 855-23 881 814 / 855-23 881 815 ♦ Fax: 855-23 881 918 ♦ Mail: P.O Box 1180

E-mail: info@arbitrationcouncil.org ♦ Website: www.arbitrationcouncil.org

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Invitation to BID
Arbitration Council Foundation

Wishes to purchase: 17 Laptops, 17 Computer Monitors, and 17 USB HUB

1. The goods are required to be supplied within **45 calendar 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.

Qualified eligible supplier shall duly register with relevant Royal Government of Cambodia authorities including tax authority. The bidder shall be required to provide documentary evidence with its bid to demonstrate that it meets the requirements.

3. Bids must be delivered to the address given below **NO LATER than 2:00 PM on Tuesday, 28 May 2024**. Late bids will be rejected. 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.
4. The address where the document may be inspected and obtained is:

Arbitration Council Foundation (ACF)

Address: Office # 72, Street 592, Sangkat Boeung Kak II, Khan Tuol Kork,
Phnom Penh, Cambodia

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

E-mail: snhoem@arbitrationcouncil.org

5. The schedule and address for bid submission and bid opening is:


Date and time for Bid opening: **Tuesday, 28 May 2024 at 2:00 PM**

Arbitration Council Foundation (ACF)

Address: Office # 72, Street 592, Sangkat Boeung Kak II, Khan Tuol Kork,
Phnom Penh, Cambodia

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

Yours sincerely,



Men Nimmith
Executive Director

Date: 2/5/2024

SECTION 1: INSTRUCTIONS TO BIDDERS

1. **Goods:** The Arbitration Council Foundation as the Purchaser invites bids for the supply and delivery of Office Equipment 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. **Contents of Bid Documents:** The set of Bid documents comprises the documents listed below:

SECTION 1. INSTRUCTIONS TO BIDDERS

SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS

SECTION 3. PRICE AND DELIVERY SCHEDULE

SECTION 4. TECHNICAL SPECIFICATIONS

SECTION 5. FORM OF BID

SECTION 6. FORM OF CONTRACT AGREEMENT

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

- Form of Bid
- Price and Delivery Schedule
- Technical Specifications
- Statement on Ethical Conduct and Fraud and Corruption
- Copy of certificates of business registration and tax registration (real regime)

4. **Bid and Evaluation Criteria:**

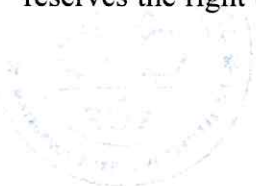
The Bidder must bid for all the required items in Section 3: Price and Delivery Schedule.

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.

5. **Bid Prices:** Prices should be quoted in US Dollars for the Goods delivered at the destination 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.
6. **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 9 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. 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.



7. **Language of the Bid:** All documents relating to the Bid and contract shall be in English language.
8. **Preparation and Sealing of Bid:** The Bidder shall prepare **one original** of the documents comprising the Bid as described in Paragraph 4 of these Instructions, and clearly marked "**ORIGINAL**". The original 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 of the Bid in the outer envelope, duly marking the outer envelopes as "**ORIGINAL**". The outer envelopes shall be addressed to the Purchaser at the address provided in paragraph 5 of the Invitation to Bid and shall provide a warning "**DO NOT OPEN BEFORE THE SPECIFIED DATE AND TIME FOR BID OPENING**" as defined in paragraph 10 of these Instructions. 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.
9. **Place and Deadline for Submission of Bids:** The Bids shall be delivered to the Purchaser **NO LATER than 2:00 PM on Tuesday, 28 May 2024** at the address given in paragraph 5 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.
10. **Modification and Withdrawal of Bids:** No Bids shall be modified after the deadline for submission of Bids specified above in paragraph 9 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 6 of these Instructions above may result in the execution of the Bid.
11. **Opening of Bids:** The Purchaser will open the Bids in the presence of the bidders 'representatives and 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 a written record of the bid opening.
12. **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.
13. **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.
14. **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).

- 15. 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.
- 16. 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 has the obligation to provide it. No commercial confidence 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 all bids' rejection.
- 17. 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. Men Nimmith, ACF Executive Director of the Arbitration Council Foundation (ACF), Fax: 855-23 881 918, e-mail: nmen@arbitrationcouncil.org. The Executive 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 them in writing within 14 calendar days of receiving the complaint.
- 18. Publication of Award.** The Purchaser shall notify in writing all participating bidders of the results of the bid evaluation promptly after the contract has been awarded.



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 submitted by supplier
 - v. the Form of Bid submitted by the Supplier,
 - vi. the Price and Delivery Schedule submitted by supplier,
 - 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 disputes that cannot be resolved amicably shall be referred by either Party to the National Commercial Arbitration Centre (NCAC) in accordance with the Arbitration Rules of the NCAC (NCAC Arbitration Rules) being in force at the time of commencement of arbitration, and by reference in this clause, the NCAC Arbitration Rules are deemed to be incorporated as part of this contract.

Article 2 Purchaser's and Supplier's obligations

1. The Purchaser and the Supplier now agree as follows:
 - The Contract Price is US Dolloar..... (In word.....).
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 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 that, 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 on warranty as stated below and/or the original manufactory's warranty based on nature of goods/products. The warranty will start from the actual delivery date of the goods.

Throughout this period the Supplier agrees to make goods, 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:

| Steps of Payment | Amount | Payment Conditions |
|------------------|----------------------------|---------------------------------|
| Payment | 100% of the Contract Price | 15 Days Upon the Goods Delivery |

2. Processing of payments will be as follows:
 - i. 100% of the Contract Price. The Purchaser will process the payment within 15 days of submission of the VAT invoice upon the goods delivery and signed accepted by the purchaser.
3. Payment shall be made 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 1% 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 Special Conditions

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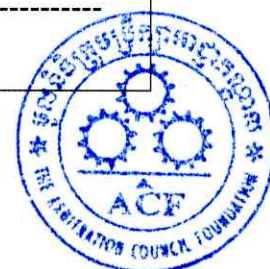
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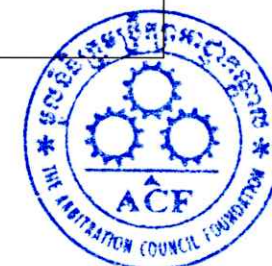
In witness of what has been agreed above, the signatures of the authorized representatives of the two Parties are affixed below on the date shown.

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



SECTION 3: PRICE AND DELIVERY SCHEDULE

| Item N° | Description of Goods | Qty | Physical unit | Unit price per item delivered at Final Destination (in US\$) | Total price per item delivered at Final Destination (in US\$) | Destination of Delivery | Number of days for delivery after signing contract |
|----------------|---|-----|---------------|--|---|-------------------------|--|
| Laptop | | | | | | | |
| 1 | <ul style="list-style-type: none"> - Branch Lenovo - Screen 14 Inch - Model ThinkPad X1 Carbon G11 - CPU: Core i7-1355U (E-cores up to 3.70 GHz P-Core up to 5.00 GHz) - RAM: 16 GB LPDDR5-6400MHz (Soldered) - Hard Disk: 512GB SSD M.2 2280 G4P - Windows: 11 Pro 64bit - Battery: 4Cell_57WH_internal - Adpter:65W_USB-C - At least 3 years warrantee | 17 | Unit | | | | |
| Monitor | | | | | | | |



| | | | | | | | |
|----------------|---|----|------|--|--|--|--|
| 1 | Dell UltraSharp 27 4K USB-C Hub Monitor - U2723QE a. Ports HDMI (HDCP 2.2) DisplayPort 1.4 DisplayPort output USB-C 3.2 Gen 2 upstream USB-C 3.2 Gen 2 downstream (power up to 15W) 4 x USB 3.2 Gen 2 downstream USB 3.2 Gen 2 downstream with Battery Charging 1.2 Audio line-out USB-C 3.2 Gen 2 upstream/DisplayPort 1.4 Alt Mode (power up to 90W) LAN (RJ-45) b. Resolution/Refresh Rate 4K 3840 x 2160 at 60 Hz - At least 3 years warrantee | 17 | Unit | | | | |
| USB HUB | | | | | | | |
| 1 | Perfeck USB-C Premium 9 Port Hub USB 3.0 x 3 / HDMI (4K) VGA/RJ45 /SD/TF/PD | 17 | Unit | | | | |
| | Total | | | | | | |

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

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

Name and title of Signatory:

Name of firm:

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

Date:



Note:

- 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.
- 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

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” must be supported by evidence in a bidder’s bid and cross-referenced to that evidence.

| Item N° | Description of Goods and Technical Specifications Required | Description of Goods and Technical Specification Offered (material be new, unused, brand name and model) |
|----------------------------|--|--|
| 1. Laptop - 17 unit | | |
| | <ul style="list-style-type: none"> - Branch Lenovo - Screen 14 Inch - Model ThinkPad X1 Carbon G11 - CPU: Core i7-1355U (E-cores up to 3.70 GHz P-Core up to 5.00 GHz) - RAM: 16 GB LPDDR5-6400MHz (Soldered) - Hard Disk: 512GB SSD M.2 2280 G4P - Windows: 11 Pro 64bit - Battery: 4Cell_57WH_internal - Adpter:65W_USB-C - At least 3 years warrantee | |
| 2: Monitor- 17 unit | | |
| | <p>Dell UltraSharp 27 4K USB-C Hub Monitor - U2723QE</p> <p>a. Ports</p> <ul style="list-style-type: none"> HDMI (HDCP 2.2) DisplayPort 1.4 DisplayPort output USB-C 3.2 Gen 2 upstream USB-C 3.2 Gen 2 downstream (power up to 15W) 4 x USB 3.2 Gen 2 downstream USB 3.2 Gen 2 downstream with Battery Charging 1.2 Audio line-out USB-C 3.2 Gen 2 upstream/DisplayPort 1.4 Alt Mode (power up to 90W) LAN (RJ-45) <p>b. Resolution/Refresh Rate</p> <p>4K 3840 x 2160 at 60 Hz</p> <p>- At least 3 years warrantee</p> | |
| 3: USB HUB- 17 unit | | |



| | |
|--|--|
| Perfeck USB-C Premium 9 Port Hub USB 3.0 x 3 / HDMI (4K) VGA/RJ45 /SD/TF/PD | |
|--|--|

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

Name and title of Signatory:.....

Name of firm:.....

Address, Phone and Email or Fax number, if any.....

Date:



SECTION 5
1. Form of Bid

_____ (Date)

To: Arbitration Council Foundation (ACF)
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

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* [insert.....] 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.

Authorized Signature of Bidder: _____ (please stamp)

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Phone Number: _____

Email or 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, we 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. 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 of Bidder: _____ (please stamp)

Name and Title of Signatory _____

Name of Firm: _____

Address: _____

Phone Number: _____

Email or Fax Numbers, (if any):



SECTION 6: FORM OF CONTRACT AGREEMENT

AGREEMENT

This Agreement, made the _____ day of _____ 2024, by and between

The Arbitration Council Foundation having its principal place of business at No. 72, Street 592 (corner of St. 327), Sangkat Boeung Kak II, Khan Toul kork, Phnom Penh, Cambodia. (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: _____

