

Kingdom of Cambodia

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MINISTRY OF ECONOMY AND FINANCE

PROJECT IMPLEMENTATION UNIT

FOR

AGRICULTURAL VALUE CHAIN COMPETITIVENESS

AND SAFETY ENHANCEMENT PROJECT

(MEF-TR/PIU for ACSEP)

Loan Nos.: 4013 (ADB), 8387 (AFD CKH1238-01R), 8389 (AIF)

and Grant No. 9216 (JFPR)-CAM



Japan
Fund for
Poverty
Reduction
From
the People of Japan
ASEAN Infrastructure Fund



National Request for Quotations (Shopping) Document

**For Procurement of the Supply and Delivery
of 02 Pick-ups for MEF-TR/PIU**

Contract No.: MEF-GD02-ADB

As of May, 2023

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Japan
Fund for
Poverty
Reduction



MINISTRY OF ECONOMY AND FINANCE
Trust Regulator
Project Implementation Unit
For
Agricultural Value Chain Competitiveness and Safety Project
(MEF-TR/PIU for ACSEP)
Loan Nos.: 4013 (ADB), 8387 (AFD CKH1238-01R), 8389 (AIF)
And Grant No. 9216 (JFPR)-CAM

REQUEST FOR QUOTATIONS

For
The Supply and Delivery of 02 pick-ups for MEF-TR/PIU
Contract Identification No.: MEF-GD02-ADB
RFQ No.: MEF-GD02-ADB

1. The *Kingdom of Cambodia* has received financing from the Asian Development Bank (ADB Loan 4013), the Agence Française de Développement (AFD Loan 8387), the ASEAN Infrastructure Fund through its Inclusive Finance Facility (AIF Loan 8389), and the Japan Fund for Poverty Reduction (JFPR Grant 9216) towards the cost of Agricultural Value Chain Competitiveness and Safety Project (ACSEP), and it intends to apply part of the proceeds of *ADB Loan 4013* to payments under the Contract for the **supply and delivery of 02 pick-ups** for Project Implementation Unit under the Ministry of Economy and Finance- Trust Regulator (MEF-TR/PIU).
2. The goods are required by *four weeks (4 Weeks) from the date of contract*.
3. 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 from Monday to Friday during office hours from **8:30-12:00** and from **14:00-17:00** hours. Except for the submission of a written application, there shall be no other conditions for obtaining the bidding documents.
4. **To be considered eligible and qualified a bidder must:**
 - i) Meet the eligibility criteria of the Asian Development Bank.
 - ii) Have completed at least two contracts for supply of similar goods in the preceding 3 years of not less than 50% of the quoted price in each contract.
 - iii) Have completed contracts with a total cumulative value equal to at least two times the value of the quoted price in the preceding 2 years.
 - iv) Not be under any notice of suspension or disbarment issued by the Government nor in the sanctions lists of the Asian Development Bank.
5. Quotations must be delivered to the address given below on or **before June 1, 2023, 15:00 PM**. Late Quotations will be rejected. Quotations will be opened in public immediately thereafter at the address given below in the presence of the Bidders' representatives who choose to attend.

6. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated quotation and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
7. All quotations must be accompanied by a **performance securing declaration** as described in the bidding documents. Any quotation not accompanied by one will be rejected as non-compliant.
8. The address where the Bid Documents may be inspected and obtained is *Project Implementation Unit of the Ministry of Economy and Finance*, No. 168 (8th Floor), Street 598, Sangkat Chrang Chamreh, Khan Russey Keo, Phnom Penh, Cambodia. You may contact **Mr. Khun Veasna, Chief Procurement Officer**, on **Phone no: (+855)-17-495 550, Email address: veasnakhun017@gmail.com** to obtain the Bid Documents at no cost.
9. In case of any difficulty in obtaining the Bid Documents, interested parties may contact in writing to **H.E Sok Dara, Project Manager of the Ministry of Economy and Finance** No. 168 (8th Floor), Street 598, Sangkat Chrang Chamreh, Khan Russey Keo, Phnom Penh, Cambodia. *Telephone: (+855) 12 232 488* and also send a copy of the communication to:
 - a. **H.E. Chhoun Samrith, Director General, General Department of International Cooperation and Debt Management, Ministry of Economy and Finance, Street 92, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia Fax No. (+855) 23 725 341.**
 - b. **Dr. Takeshi Ueda, Principal Natural Resources and Agriculture Economist**
Environment, Natural Resources and Agriculture Division, Southeast Asia Department, Asian Development Bank, 6 ADB Avenue, Mandaluyong City 1550 Metro Manila, Philippines,
Telephone No.: +63 2 8632 4409/6973, Facsimile No.: +63 2 8636 2444, E-mail: taueda@adb.org
10. The quotation must be submitted on or **before June 1, 2023, 15:00 PM** at the following address: *MEF-TR/PIU for ACSEP, Ministry of Economy and Finance-Trust Regulator No. 168 (8th Floor), Street 598, Sangkat Chrang Chamreh, Khan Russey Keo, Phnom Penh, Cambodia. Name of officer: Mr. Khun Veasna, Chief Procurement Officer, on Phone no: (+855)-17-495 550, Email address: veasnakhun017@gmail.com (cc to: sokdara@gmail.com, samangpo@gmail.com and daravichhay_khuth@yahoo.com)*
11. The Government and/or the Asian Development Bank will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract financed by the Government and/or the Asian Development Bank respectively, if it at any time determines that the firm has engaged in fraud and corruption during the procurement and execution of this contract as described in ITB Clause 4.
12. A complaint may be made by any party at any stage of the procurement process. The procedure is described in Instructions to Bidders, Clause 21 of the Bidding Documents.

SECTION 1.

INSTRUCTIONS TO BIDDERS

1. **Goods:** The Ministry of Economy and Finance-Trust Regulator (MEF-TR), as the Purchaser, invites quotations for the supply of two pick-ups as described in the Conditions of Contract (CC). The successful bidder will be expected to deliver the Goods within the time allowed under the Conditions of Contract.
2. The Royal Government of Cambodia (RGC) has received financing from the Asian Development Bank (ADB Loan 4013), the Agence Française de Développement (AFD Loan 8387), the ASEAN Infrastructure Fund through its Inclusive Finance Facility (AIF Loan 8389), and the Japan Fund for Poverty Reduction (JFPR Grant 9216) towards the cost of the Agricultural Value Chain Competitiveness and Safety Project. The Purchaser intends to apply a portion of the proceeds of the ADB Loan 4013 to eligible payments under the contract(s) for which these Bidding Documents are issued. No payment shall be made to persons or entities for any import of goods, if such payment or import is prohibited by a decision of the United Nation's Security Council, taken under chapter VII of the Charter of the United Nations.
3. **Eligibility Qualifications of the Bidder:** Only bidders meeting the following criteria will be eligible for an award of contract:
 - a) Meet the eligibility criteria of the ADB who is the Development Partner (DP).
 - b) Have completed at least two contracts for supply of similar goods in the preceding 3 years of not less than 50% of the quoted price in each contract.
 - c) Have completed contracts with a total cumulative value equal to at least two times the value of the quoted price in the preceding 2 years.
 - d) Not be under any notice of disbarment issued by the RGC nor in the sanctions list of the ADB who is the Development Partner (DP).
4. **Fraud and Corruption.** The DP requires that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, both the Government and the DP:
 - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt Practice" is the offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence improperly the actions of another party;
 - (ii) "Fraudulent Practice" is any act or omission including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) "Coercive Practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party to influence improperly the actions of a party;
 - (iv) "Collusive Practice" is an arrangement between two or more parties, designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (v) "Abuse" means theft, waste, or improper use of assets related to DP-related activity, either committed intentionally or through reckless disregard;
 - (vi) "Conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;

(vii) "Obstructive Practices" mean (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a DP or Government investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the DP or Government investigation or from pursuing the investigation; or (c) deliberate acts intended to materially impede the exercise of the DP's and Government's contractual rights of audit or inspection or access to information; and

(viii) "integrity violation" is any act, as defined, under the DP's relevant integrity principles and guidelines which violates the DP's relevant anticorruption policy, including (i) to (vii) above and the following: violations of DP's sanctions, retaliation against whistle-blowers or witnesses, and other violations of the DP's relevant anticorruption policy, including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the bidder recommended for award, has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract in question;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or a recipient or beneficiary of the DP-financing engaged in corrupt, fraudulent, coercive, collusive, obstructive practices or any other integrity violations during the procurement or the execution of the contract in question without the Borrower having taken timely and appropriate action satisfactory to the DP to remedy the situation;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing DP's sanctions procedures, including by publishing declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a DP's financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a DP-financed contract if it at any time determines that the firm or individual has engaged in corrupt, fraudulent, coercive, collusive, or obstructive practices in competing for, or in executing, a DP -financed contract; and
- (e) will have the right to require that a clause be included in bidding documents and in contracts financed by DPs, requiring bidders, supplier, and contractor, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit both the Government and the DP to inspect all accounts, records and other documents relating to the submission of quotations and contract, and to have them audited by auditors appointed by the either the DP or Government.

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

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

REQUEST FOR QUOTATIONS

SECTION 1. INSTRUCTIONS TO BIDDERS

SECTION 2. CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS

SECTION 3. PRICE AND DELIVERY SCHEDULE

SECTION 4. TECHNICAL SPECIFICATIONS AND DRAWINGS

SECTION 5. FORM OF QUOTATION and Statement of Ethical Conduct and Fraud and Corruption

SECTION 6. FORM OF CONTRACT AGREEMENT

SECTION 7. QUOTATION AND PERFORMANCE SECURING DECLARATION

6. **Documents Comprising the QUOTATION:** The Quotation submitted by the Bidder shall comprise the following documents:
 - a. Form of Quotation
 - b. Price and Delivery Schedule
 - c. Quotation and Performance Securing Declaration
7. **Quotation and Evaluation Criteria:** The Bidder's quotation shall be for all required items on a lot basis and evaluation of quotations shall also be lot wise. The Purchaser has the right to reject quotations that are incorrectly completed. The contract will be awarded to the Bidder offering the lowest substantially responsive quotation, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
8. **Bidder Prices:** Prices should be quoted in US Dollars for the Goods delivered at the final destination (Project Site) specified in the Price and Delivery Schedule, exclusive of all costs such as customs duties, sales and other taxes paid or payable if the contract is awarded, transportation, insurance, and other local charges required for conveying the goods to the final destination. Prices shall remain fixed and is not subject to price adjustment during the period of performance of the contract.
9. **Validity of Quotation.** The quotation shall remain valid for the period of sixty (60) calendar days counted from the deadline for submission of quotations specified in Clause 12 of these Instructions. The Purchaser may request Bidders to extend the period of validity for a specified additional period. The Purchaser's request and the Bidder's responses shall be made in writing or by fax or by cable. A Bidder may refuse the request for extension of quotation validity in which case it may withdraw its Quotation without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Quotation.
10. **Language of the Quotation:** All documents relating to the Quotation and contract shall be in the English language.
11. **Preparation and Sealing of Quotation:** The Bidder shall prepare one original of the documents comprising the Quotation as described in Clause 5 of these Instructions and clearly marked "Original". In addition, the Bidder shall also submit one copy which shall be clearly marked as "COPY". In the event of discrepancy between them the original shall prevail. The original and the copy of the Quotation shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Quotation where entries or amendments or corrections have been made shall be initialled by the person or persons signing the Quotation. The Bidder shall seal the original and the copy of the Quotation in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY". The inner and the outer envelopes shall be addressed to the Purchaser at the address provided in the Invitation to Quotation shall provide a warning not to open before the specified time and date for Quotation opening as defined in Clause 15 of these Instructions. The inner envelopes shall indicate the name and full address of the Bidder. If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Quotation.
12. **Place and Deadline for Submission of Quotations:** The Quotations shall be delivered to the Purchaser NO LATER than **June 11, 2023, 15:00 PM** at the address given in Clause 10 of the Invitation for Quotations. Any Quotation received by the Purchaser after the deadline prescribed in this clause will be rejected and returned unopened to the Bidder.
13. **Quotation and Performance Securing Declaration:** The Quotation and Performance Securing Declaration should be in accordance with the form included in SECTION 7 QUOTATION AND PERFORMANCE SECURING DECLARATION and shall be valid for the warranty period described

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

- (a) if a Bidder withdraws its Quotation during the period of Quotation validity specified by the Bidder on the Quotation Form, or
 - (b) if the Bidder does not accept the correction of its Quotation Price pursuant to Clause 17 of these Instructions, or
 - (c) if the successful Bidder fails within the specified time to sign the Contract, or
 - (d) if the successful bidder, once contracted commits a fundamental breach of contract.
14. **Modification and Withdrawal of Quotations:** No Quotations shall be modified after the deadline for submission of Quotations specified above in Clause 12 of these Instructions. Withdrawal of a Quotation between the deadline for submission of Quotations and the expiration of the validity of the Quotations as specified in Clause 9 of these Instructions above may result in the execution of the Quotation and Performance Securing Declaration.
15. **Opening of Quotations:** The Purchaser will open the Quotations in the presence of the bidders' representatives who choose to attend, at the time, date, and in the place specified in Clause 10 of the Request for Quotations. The bidders' names and the total amount, including any discounts offered, of each Quotation will be announced and recorded by the Purchaser at the Quotation opening. The Purchaser shall provide all attendees with written minutes of the quotation opening.
16. **Process to be Confidential:** All information relating to the examination, clarification, evaluation and comparison of quotations for the contract award shall not be disclosed until the award to the successful Bidder has been announced.
17. **Evaluation and Comparison of Quotations:** The Purchaser will award the Contract to the Bidder whose Quotation has been determined to be substantially responsive and compliant to the technical specification and standards therein and who has offered the lowest evaluated quotation. In evaluating the Quotations, the Purchaser will determine for each Quotation, the evaluated Quoted Price by adjusting the Quotation by making any correction for any arithmetic errors as follows:
- (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- If a Bidder refuses to accept the correction, his Quotation will be rejected and Quotation and Performance Securing Declaration executed.
18. **Purchaser's Right to Accept Any Quotations and to Reject any or all Quotations:** The Purchaser reserves the right to accept or reject any Quotation, and to cancel the process of competition and reject all Quotations, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's decision.
19. **Notification of Award and Signing of Contract:** The Bidder, whose quotation has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the quotation,

by facsimile, registered or hand delivered letter. The written notification of award will constitute the formation of the Contract. In the event that no notification of award is issued the signature of the Contract by the Purchaser and Bidder shall constitute the formation of Contract.

20. **Debriefing:** After the award of contract has been announced an unsuccessful Bidder has the right to request a debriefing to ascertain why its quotation was unsuccessful and the Purchaser has the obligation to provide it. No commercial confidences will be breached and no detailed information concerning other quotations will be disclosed other than the information already read out at quotation opening and the reasons for any and all quotations rejection.
- a. 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 **H.E Sok Dara**, Project Manager, Ministry of Economy and Finance, No. 168 (8th Floor), Street 598, Sangkat Chrang Chamreh, Khan Russey Keo, Phnom Penh, Cambodia. *Telephone: (+855) 12 232 488*. The Project Manager will investigate the grounds for the complaint and, with the exception of those complaints received during the evaluation period as described above, respond to in writing within 14 calendar days of receiving the complaint. In the event that the response from the Project Manager does not satisfy the bidder or there is no response to the complaint it should be referred to the General Department of Public Procurement, Ministry of Economy and Finance, Street 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 **H.E. Chhoun Samrith**, Director General, General Department of International Cooperation and Debt Management, Ministry of Economy and Finance, Street 92, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia. Fax No. (+855) 23 725 341, and or **Dr. Takeshi Ueda**, Principal Natural Resources and Agriculture Economist, Environment, Natural Resources and Agriculture Division, Southeast Asia Department, Asian Development Bank, 6 ADB Avenue, Mandaluyong City 1550 Metro Manila, Philippines, Telephone No.: +63 2 8632 4409/6973, Facsimile No.: +63 2 8636 2444, E-mail: taueda@adb.org, The General Department of Public Procurement shall respond to the complaint within 14 calendar days. This is without prejudice to any other recourse that a bidder may choose.
22. **Publication of Award.** The Purchaser shall
- a) Notify in writing all participating bidders of the results of the quotation evaluation promptly after the contract has been awarded, and
 - b) Publish in a national newspaper, promptly at the end of each quarter, a notice informing the general public of the availability of contract awards summary and contract registers in the office of the Purchaser.

SECTION 2.

CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS

Article 1. General Provisions

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

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

Article 2. Purchaser's and Supplier's Obligations

4. The Purchaser and the Supplier now agree as follows:
 - The Purchaser pledges to pay the Supplier, the Contract Price ...US Dollar [*in word US dollar*]. This amount is for the full delivery of the goods listed in the Price and Delivery Schedule.
 - The Supplier shall **supply and deliver 02 pick-ups for MEF-TR/PIU** on or before the delivery date and at the final destination, the **ACSEP Project Implementation Unit**, Ministry of Economy and Finance-Trust Regulator (MEF-TR), No. 168 (8th Floor), Street 598, Sangkat Chrang Chamreh, Khan Russey Keo, Phnom Penh, Cambodia as stipulated in the Price and Delivery Schedule, and conforming to the standards as stipulated in the Technical Specifications. The Supplier shall be responsible for fully insuring the Goods against loss or damage from "warehouse to MEF-TR" 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%, after which the Purchaser may terminate the contract.
6. If Force Majeure makes completion of the contract impossible, the Supplier may ask the Purchaser to release him from the Contract.
7. The Supplier guarantees that all goods supplied will be **new and unused and carry a warranty of 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. The Supplier will submit a warranty certificate issued by the Manufacturer of the goods supplied valid for the period specified in this Clause.
8. The Goods supplied under the Contract shall be fully insured in US Dollars against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery at the final destination

(Project Site). The insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to MEF-TR” on “All Risks” basis including War Risks and Strikes.

Article 3. Payment Provisions

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

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

10. Time allowed for processing of payments will be as follows:

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

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

Article 4. Fraud and Corruption

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- i. "Corrupt Practice" is the offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence improperly the actions of another party;
 - ii. "Fraudulent Practice" is any act or omission including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party to influence improperly the actions of a party;
 - iv. "Collusive Practice" is an arrangement between two or more parties, designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - v. "Abuse" means theft, waste, or improper use of assets related to DP-financed project activity, either committed intentionally or through reckless disregard;
 - vi. "Conflict of Interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
 - vii. "Obstructive Practice" mean (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice by the competent Government and DP authority; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (b) acts intended to materially impede the exercise of the Government or DP inspection and audit rights;
 - viii. "Integrity Violation" is any act, as defined, under the DP Integrity Principles accepted by the Government, which violates the Anti-Corruption Policies, where applicable, including points (i) to (vii), stated above and the following: violations of the Government and DP sanctions, retaliation against whistle-blower or witnesses, and other violations of the Anti-Corruption Policies, including failure to adhere to the highest ethical standards.
- (b) will reject a recommendation for award if it determined that the firm or individual recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, have directly or indirectly engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, or other integrity violations in competing for the contract in question;
- (c) will cancel the portion of the financing allocated to a contract if it is determined at any time that representatives of the Government or of a beneficiary of the DP financing have engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactorily to the DP to remedy the situation;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Government and/or DP sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded or otherwise benefit from a Government or a DP-financed contract, financially or in any other manner; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Government or a DP-financed contract, and (iii) to receive the proceeds of any loan made by the DP or otherwise to participate further in the preparation or implementation of any DP-financed project, if it is determined at any time that the firm or individual has engaged in corrupt, fraudulent,

coercive, collusive or obstructive practices, or other integrity violations in competing for, or in executing, a DP-financed contract.

12. The Development Partner 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 Development Partner to remedy the situation.

Article 5. Termination

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

Article 6. Special Conditions

16. The Supplier (if not the manufacturer of the Office Equipment) must be an Authorized Dealer/Agent of the Manufacturer and must be in a position to provide regular maintenance services as and when required. Unauthorized suppliers with no Services Facilities are not eligible to participate in this procurement.
17. The Office Equipment must be supported by a full Warranty of One (1) year for repairing and maintenance services from the date of delivery.

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>
Affix Official Seal	Affix Official Seal
Name :	Name :
Position :	Position :
Date :	Date :

**SECTION 3.
PRICE AND DELIVERY SCHEDULE**

Line Item No.	Description of Goods	Quantity	Physical Unit	Delivery Final Destination	Delivery Period	Unit Price, exclusive of any taxes and duties payable	Total price exclusive of any taxes and duties payable
<i>[Insert item No.]</i>	<i>[Insert description of Goods]</i>	<i>[Insert quantity of item to be supplied]</i>	<i>[Insert physical unit for the quantity]</i>	<i>[Insert place of Delivery]</i>	<i>[Insert the number of days following the date of effectiveness of the Contract]</i>	<i>[To be completed by the bidder]</i>	<i>[To be completed by the bidder]</i>
1	Pick-ups	02	Unit	Trust Regulator of the Ministry of Economy and Finance-Trust Regulator (MEF-TR), No. 168 (8th Floor), Street 598, Sangkat Chrang Chamreh, Khan Russey Keo, Phnom Penh, Cambodia	Within 4 weeks after the signing of the contract US\$ US\$

Total Contract Price: **US Dollar**

In Words US dollar

Authorized Signature of Bidder (and affix Seal).....

1. Currency to be used is US Dollars. The price shall exclude 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.

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SECTION 4.

TECHNICAL SPECIFICATIONS

A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Purchaser without qualifying or conditioning their quotations. These should be included here. The Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. The Specifications should require that all goods and materials be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

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.

Technical Specification for the supply and delivery of 02 Pick-ups for PIU/MEF-TR

Nº	Description of Equipment Required	Quantity	Offered Technical Specifications
	<ul style="list-style-type: none"> - Type: - Pick Up - Year: 2023 or latest - 4x4 – four-wheel drive - Left hand drive - Double Cab - Four Door - Color: Up to 3 colors - Dimensions - Overall length: 5300 - 5400 mm - Overall width: 1,800 mm - 1950 mm - Overall height: 1,800 mm - 1950 mm - Seating capacity: 5 seats - Separate front seats - Ground clearance (truck empty): min220mm - River Wading Depth: 800mm – 850mm - Engine - Diesel engine - Engine capacity: : min 2.0L; 04 Cylinders engine - Fly Wheel Horse Power (DIN): Min. 213hp - Torque: Min. 500Nm - Dry Air Cleaner 	02	

- **Transmission**
- Automatic Front Locking Hub
- Up to 10-speed automatic transmission with Manual mode
- Up to 80 liters with protection

- **Steering System**
- Tilt steering wheel
- Steering wheel with audio controls

- **Suspension**
- Standard Duty Suspension
- Front: Double wishbone with coil spring
- Rear: Standard

- **Brakes**
- ABS with EBD
- Power 4-Wheel Disc
- Brakes-ABS/ESP/EBD
- 17" to 19" Alloy Wheel

- **Cabin Equipment**
- LED Daytime Running Lamps
- Front Fog Lamps
- 6 Air Bags (Driver & Passenger, Side and Side Curtain)
- Belt minder - Driver & Front Passenger
- Hill Descent Control(HDC)
- Hill Launch Assist (HLA)
- Load Adaptive Control (LAC)
- Roll Over Mitigation (ROM)
- 01 Rear View Camera
- Locking Rear Differential (LRD)
- Up to 10" Color screen AM/FM/MP3/CD/Aux SYNC
- Step Bar
- Headlamps – level 2 <Led-Reflector
- Laminated Windscreen
- Electric Rear Window Defroster
- Multi Media CTLS – Steer WHL
- Power Rear side window
- Power Point Plug – Rear < Cabin Socket
- Washer Tank Level Warn Lamp
- Power Door lock
- Load Box Bed liner
- Front Throw in FLR MATS
- Rear Throw in FLR Mats
- Steering Wheel - Leather
- Sun visor - Driver & Passenger
- **Warranty and services**
- Documentation book (English)
- Operation manual (English)

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|--|--|--|
| <ul style="list-style-type: none">- Warranty 3 year or 10,0000 km which ever come first.- Free Service Checkup 1,000km- Free Basic Service for 20,000km including oil, oil filter, air filter and fuel filter- 24 Hours Road side assistant in PP- 24 Hours Road side assistant in Siem Reap | | |
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SECTION 5.1
Quotation Submission Form

_____ [Date]

To: **H.E. Mey Vann**
Project Director
ACSEP Project Implementation Unit,
Ministry of Economy and Finance,
No. 168 (8th Floor), Street 598, Sangkat Chrang Chamreh,
Khan Russey Keo, Phnom Penh, Cambodia.

We offer to supply and deliver in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified therein, the following Goods: 02 Pick-ups. The total price of our Quotation, including any discounts offered, is This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation will remain valid for 60 calendar days after the Deadline for Submission of Quotations.

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

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder and affix official seal of the Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*[The **Bidder** shall fill in and submit the Submission Form with the Bid]*

*[The **Bidder** shall fill in and submit this form with the Quotation.]*

SECTION 5.2

Statement on Ethical Conduct and Fraud and Corruption

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

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 Purchaser.
3. Neither we, nor any of our employees, associates, agents, shareholders, partners, consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our quotation or proposal.
4. We understand our obligation to allow the Government or the Development Partner to inspect all records relating to the preparation of our quotation and any contract that may result from such irrespective of being awarded a contract or not.
5. 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.
6. We understand that if we are found to be in breach of this Declaration we will be ineligible to be considered for any contracts with the Government or funded by the Development Partner and/or other sources for a period to be determined by them.

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder and affix official seal of the Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

*[The **Bidder** shall fill in and submit the Declaration with the Bid]*

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SECTION 6.

FORM OF CONTRACT AGREEMENT

AGREEMENT

This Agreement is made the _____ [insert date] day of [insert month] _____ [insert year] by and between

[insert name and address of Purchaser] (hereinafter called "the Purchaser") and

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

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

Now this Agreement witnesses 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 be deemed to form and read and construe as part of the Contract:
 - (a) The Form of Contract,
 - (b) The Conditions of Contract,
 - (c) The Specifications and Schedule of Requirements,
 - (d) The Quotation Submission Form,
 - (e) *Add here any other document(s)*
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 indicated in this Agreement, the Supplier hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Contract the Contract Price or such

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

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

For and on behalf of the Purchaser

Signed:

Name and Title:

Seal of IA

Witness: [Signature]

Name and Title:

For and on behalf of the Supplier

Signed:

Name and Title:

Seal of Supplier:

Witness: [Signature]

Name and Title:

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[Letterhead of the Employer]

Letter of Notification of Award

Letter of Acceptance

[The Letter of Notification of Award shall be the basis for formation of the Contract as described in ITB 19. This Standard Form of Letter of Notification of Award shall be filled in and sent to the successful Bidder after the recommendation to award has been approved by the Procurement Review Committee and subject to any prior no objection, review by DP, where required.]

[Insert Date]

Project Name:
Contract Name:
Contract Number:
Name of Successful Bidder:
Address:
Fax No/Telephone/Email:

Attention: *[Name of authorized signatory of the Successful Bidder]*

Subject: NOTIFICATION OF AWARD

Contract No and Description of Contract

This is to notify that your Quotation dated *[insert]* submitted for the execution of the *[insert name of the contract and identification number, as given in the Request For Quotation]* for the Accepted Contract Amount of *[state amount in words and figures and name of currency. If award is for more than one Lot, state for each Lot]* which is/are exclusive of all taxes and as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by *[name of IA]*. You are hereby instructed to sign and return the attached Contract Documents within 14 days after receipt of this Letter of Notification of Award.

Yours Sincerely,

Authorised Signatory:

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

Name of Project Management Office

Name of EA/IA

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

Signature of Authorised Representative of Supplier

Name of Authorized Representative

Date and Stamp of Seal

SECTION 7.

QUOTATION AND PERFORMANCE SECURING DECLARATION

Date: *[insert date]*

Name of contract: The supply and delivery of 02 Pick-ups for MEF-TR/PIU

Contract Identification No: MEF-GD02-ADB

Request for Quotation No.: MEF-GD02-ADB

To: **H.E. Mey Vann**
Project Director
ACSEP Project Implementation Unit,
Ministry of Economy and Finance,
No. 168 (8th Floor), Street 598, Sangkat Chrang Chamreh,
Khan Russey Keo, Phnom Penh, Cambodia.

We, the undersigned, declare that:

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

Signed *[insert signature(s) of authorized representative]*

In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the quotation for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*