INGDOM OF CAMBODIA

NATION RELIGION KING

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MINISTRY OF HEALTH

Lead Implementer Team

International Competitive Bidding

Procurement of Goods Supply Delivery and Installation Covid-19 Health Products/Equipment For

Program Title: 2021 COVID-19 Response Mechanism Additional Funding for Cambodia

(Supply, Delivery and Installation)

Grant Name: KHM-C-MEF

Grant Number: 1999

Bid No.: KHM-C-MEF/C19RM/ICB#001/2022

…… March 2022

Request for Bids
Goods

Loan No./Credit No./ Grant No.: *1999*

Grant Name: KHM-C-MEF

Purchaser: *Ministry of Health Lead Implementer Team (MoH-LIT)*

RFB/ Contract No.: *KHM-C-MEF/C19RM/ ICB#001/2022*

Contract Title: Procurement of Goods Supply Delivery and Installation Covid-19 Health Products/Equipment

Issued on: *21st March 2022*

1. The Kingdom of Cambodia has received a grant from the *Global Fund through Ministry of Economy and Finance as a Principal Recipient* towards the cost of the program title: 2021 COVID-19 Response Mechanism Additional Funding for Cambodia and intends to apply part of the proceeds towards payments under the contract[1] for *supply Procurement of Goods Delivery Installation Covid-19 Health Products/Equipment*
2. The Ministry of Health, Lead Implementer Team (MoH-LIT) as the implementer now invites sealed Bids from eligible and qualified Bidders for supply Covid-19 Products.
3. Procurement will be conducted through international competitive bidding procedure as specified in the RGC Standard Operating Procedures on Procurement for All Externally Financed Projects/Programs and under the laws and regulations governing public procurement within the Kingdom of Cambodia, and in accordance with the procedures of the *Global Fund*.
4. Interested eligible Bidders may obtain further information and inspect the bidding document during office hours *08:00 to 17:00* at the address given below *Building #80, Pennh Nouth Blvd (St. 289), Sangkat Boeung Kak II, Khan Toul Kork, Phnom Penh, Cambodia*.
5. The bidding document will be delivery free of charge by interested eligible Bidders upon the submission of a written application to the address below. The document can be collected in person. No liability will be accepted by the Ministry of Health, Lead Implementer Team (MoH-LIT) for loss or late delivery.
6. Bids must be delivered to the address below on or before **30th April 2022 at 09:30 am.** The Electronic Bidding will be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives who choose to attend at the address given below on **30th April 2022 at 09:30 am.**
7. All Bids must be accompanied by a Bid Security ***US$ 14,000.00*** as specified in ITB 19.

8. The address referred to above is:
   Ministry *of Health, Lead Implementer Team*
   Att. H.E Dr, Youk Sambath, Project Director of MoH-LIT
   #80, Penn Nouth Blvd (St. 289), Sangkat Boeung Kak II, Khan Toul Kork, Phnom Penh, Cambodia
   Postal Code: 12152
   Tel: +855 12 621 224/+855 602 275
   Email: swmcgsambath@camnet.com.kh
   CC: lcrasmey@gmail.com, sophornto_moh@yahoo.com, vuysunlak71@gmail.com, nao_borin@mef.com.kh virakt@online.com.kh

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PART 1
Bidding Procedures

Section I
Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS),** the Purchaser, as specified **in the BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS.**

1.2 Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Government. It excludes the Government's official public holidays.

2. Source of Funds

2.1 The Royal Government of Cambodia (hereinafter called "Government") has received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") **specified in the BDS,** towards the project named **in the BDS.** The Government intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

2.2 Payment by the DP will be made only at the request of the Government and upon approval by the DP in accordance with the terms and conditions of the Financing (or other Loan/Credit/Grant) Agreement. No other party other than the Government shall derive any rights from the Financing Agreement or have any claims to the funds.

3. Fraud and Corruption

3.1 The Government *Cambodia:* "and the DP", *if a DP has such policy]* require(s) compliance with the Government Laws and Regulations *Cambodia:* "and the DP Anti-Corruption Guidelines", *if a DP has such guidelines]* and its prevailing sanctions policies and procedures as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Government or the DP to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid

submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Government or the DP.

3.3 A Bidder shall submit a signed Declaration on the Code on Ethical Conduct and Fraud and Corruption in the form and substance specified in Section IV of the Bidding Document.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties for the purpose of this Bidding process, if any of, including but not limited to, the following:

(a) they have controlling shareholders in common; or

(b) they receive or has received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for the purposes of this Bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts it in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or

(e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of the country of the DP,

unless otherwise specified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the DP, pursuant to the DP's Anti-Corruption Guidelines.

4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the execution of a Bid–Securing Declaration in any earlier bidding process.

4.7 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the DP may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 - Bidding Procedures

- Section I - Instructions to Bidders (ITB),

- Section II - Bidding Data Sheet (BDS),
- Section III - Evaluation and Qualification Criteria,
- Section IV - Bidding Forms,
- Section V - Eligible Countries,
- Section VI - Government Policy - Corrupt and Fraudulent Practices.

PART 2 - Supply Requirements

- Section VII - Schedule of Requirements.

PART 3 - Contract

- Section VIII - General Conditions of Contract (GCC),
- Section IX - Special Conditions of Contract (SCC),
- Section X - Contract Forms.

6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

7. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so, specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Letter of Bid prepared in accordance with ITB 12;

(b) Anti-Corruption: Declaration on the Code on Ethical Conduct and Fraud and Corruption in accordance with ITB 3.3;

(c) Price Schedules completed in accordance with ITB 12 and ITB 14;

(d) Bid Security, in accordance with ITB 19.1;

(e) Alternative Bid: if permissible, in accordance with ITB 13;

(f) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(g) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(h) Bidder's Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

(i) Eligibility of Goods and Related Services: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

(j) Conformity: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and

(k) any other document required in the BDS.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise specified **in the BDS,** alternative Bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price, Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 30.3.

14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, **excluding any discounts offered**. Absence of the total bid price in the

Letter of the Bid may result in rejection of the Bid.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1. The methodology can be described in a separate page, duly signed by the authorized representative with the seal of the firm, and attached to the Letter of Bid.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract.

14.6 If so, specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4.

14.7 The terms EXW, CIF, CIP, DAP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the BDS.**

14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a) For Goods manufactured in Cambodia:

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), excluding all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

(b) For Goods manufactured outside Cambodia, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in Cambodia, as specified **in the BDS;**

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS.**

(c) For Goods manufactured outside Cambodia, already imported:

(i) the price of the Goods, excluding the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

(ii) Excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be burned by the government of Cambodia on the Goods if the Contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (exclusive of any applicable taxes).

15. Currencies of Bid and Payment

15.1 The currency of the Bid is either US Dollar or the currency of country of the DP. However, the Bidder may quote in the

currency of Cambodia the portion of the Bid price that corresponds to expenditures incurred in the currency of Cambodia, unless otherwise specified **in the BDS.**

16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the

form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Cambodia;

(b) that, if required **in the BDS**, in case of a Bidder not doing business within Cambodia, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security

19.1 The Bidder shall furnish as part of its Bid a Bid Security, as specified **in the BDS,** in original form and in the amount and currency specified **in the BDS.**

The Bid Security shall be an on demand irrevocable bank guarantee from a reputable bank from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside Cambodia, the issuing non-bank financial institution shall have a correspondent financial institution located in Cambodia to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of

extension if requested under ITB 18.2.

19.2 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.3 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 46.

19.4 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.5 The Bid Security may be forfeited:

(a) Notwithstanding ITB 24.3, if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) **I**f the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 45; or

(ii) furnish a Performance Security in accordance with ITB 46; or

(iii) accept the arithmetical corrections of its bid in accordance with ITB 31.

19.6 The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of the bidding, the Bid Security shall be in the name of any or all of the Joint Venture partners.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled

by the person signing the Bid. If the Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within a number of days as specified in **BDS.** Failure to provide an acceptable authorization within the period in the Purchaser's request shall cause the rejection of the Bid. If the Letter of Bid is not signed, the Bid shall be rejected.

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:

(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and

(b) in an envelope marked "COPIES", all required copies of the Bid; and,

(c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

(i) in an envelope marked "ORIGINAL - ALTERNATIVE", the alternative Bid; and

(ii) in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.

21.2 The inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS.**

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser **prior to the deadline** prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives who chooses to attend.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power

of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, discounts, and alternative Bids; the presence or absence of a Bid Security; and any other details as the Purchaser may consider appropriate.

25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Bid and the Price Schedules are to be initialled by at least three representatives of the Purchaser attending Bid opening**.**

25.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1) during the bid opening process.

25.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per lot (contract) if applicable, including any discounts;

(c) any alternative Bids, if permitted; and

(d) the presence or absence of a Bid Security.

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and

effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the publication of Contract Award.

26.2 Any attempt by a Bidder to influence the Purchaser in the evaluation, comparison or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

29. Determination of

29.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in

Responsiveness ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the in Section VII (Schedule of Requirements) t; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

31. Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its bid security may be forfeited.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS.**

33. Margin of Preference

33.1 No margin of preference shall apply.

34. Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

(a) the bid price as quoted in accordance with ITB 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and

(f) any additional evaluation factors are specified in

Section III, Evaluation and Qualification Criteria.

34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria. These Criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practical in monetary terms to facilitate comparison of bids unless otherwise specified in Section III.

34.4 The Purchaser's evaluation of a Bid will exclude and not take into account:

(a) in the case of Goods manufactured in Cambodia, local sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder; and

(b) in the case of Goods manufactured outside Cambodia, already imported or to be imported, customs duties and other import taxes levied on the imported Good was taxes exemption/taxes are the burden of the state,

34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

35. Comparison of Bids

35.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 34.2.

36. Abnormally Low Bids

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope,

delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document. The abnormally low costs will be compared with the estimate, other responsive bids; or recently awarded similar contracts.

36.3 After examination of the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:

(a) accept the bid, if the evidence provided satisfactorily accounts for low bid price and cost in which case the bid is not considered abnormally low;

(b) accept the bid, but require that the amount of performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally not be more than 20% of the contract price; or

(c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

37. Post-Qualification of the Bidder

37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is qualified to perform the Contract satisfactory.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award without the need to provide any reasons or justification for the same, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder whose offer has been determined in line with ITB 34 to 36 above to be the lowest evaluated and substantially responsive to the bidding documents provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

41. Notification of Award

41.1 Prior to the expiration of the Bid Validity Period, specified in BDS ITB 18.1 or any extension thereof, the Purchaser shall transmit the Notification of Award using the form included in Section X (Contract Form), in writing, to the successful Bidder that its Bid has been accepted. The unsuccessful Bidders will be informed within 14 days after the Notification of Award to the successful Bidder.

41.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

42. Debriefing by the Purchaser

42.2 After the notification to the, unsuccessful bidders, they may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall respond within fourteen (14) Business Days to any unsuccessful Bidder who requests a debriefing.

42.3 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

43. Signing of Contract

43.1 Promptly upon Notification of Award, the Purchaser shall send the Contract Agreement to the successful Bidder.

43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44. Performance Security

44.1 Within twenty-eight (28) days of the receipt of Notification of Award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract subject to ITB 36. The Bank Guarantee shall be in the form specified in Section X,

Contract Forms or another form acceptable to the Purchaser.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

45. Procurement Related Complaint

45.1 The procedures for dealing with Bidding-Related Complaint arising out of this bidding process are specified in the BDS.

Section II
Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids (RFB) is: *KHM-C-MEF/C19RM/ /ICB#001/2022* The Purchaser is: *Ministry of Health, Lead Implementer Team*, name of the RFB is: ***Supply and Delivery Covid19 Products/Equipment*** The number and identification of lots (contracts) comprising this RFB is: ***lots contracts***
ITB 2.1	The Development Partner is: ***The Global Fund*** The name of the Project is: *KHM-C-MEF (C19RM)/1999*
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: Three
ITB 4.4	"Cambodia" as eligible country if permitted by the DP. Also add other countries, if permitted by the DP.
	B. Contents of Bidding Document
ITB 7.1	For **Clarification of Bid purposes** only, the Purchaser's address is: Attention: ***H.E Dr. Youk Sambath, Project Director of MoH-LIT***. Address: ***#80, Penn Nouth Blvd (St. 289), Sangkat Boeung Kak, Khan Toul Kork***. Floor/Room number: 05th **floor, Ministry of Health**. City: ***Phnom Penh*** ZIP Code: *12152* Country: ***Cambodia*** Telephone: +855 23 885 970/+855 12-621-224/+855-12-621-224 Facsimile number: *+855 23 884 909*

	Electronic mail address: To: *swmcgsambath@camnet.com.kh* *CC: lcrasmey@gmail.com, sophornto_moh@yahoo.com, vuysunlak71@gmail.com, virakt@online.com.kh, nao_borin@mef.com.kh*, Requests for clarification should be received by the Purchaser no later than: ***14 days prior to the deadline for submission of Bids.***
	C. Preparation of Bids
ITB 10.1	The language of the Bid is: ***English*** All correspondence exchange shall be in ***English*** language.
ITB 11.1 (j)	The Bidder shall submit the following additional documents in its Bid: - Valid Certification of Business Registration, Ministry of Commercial - Valid VAT Patient Registration, General Department of Taxation
ITB 13.1	Alternative Bids ***shall not be*** considered.
ITB 14.5	The prices quoted by the Bidder shall be fixed during the performance of the Contract.
ITB 14.6	Prices quoted for each lot (contract) shall correspond to 100% of the items specified for each lot (contract).
ITB 14.7	The Incoterms edition is: ***CIP/CIF for Item 2 to 6*** ***For items incoterms required DAP, and a winning bidder has to complete the service installation and training.***
ITB 14.8 (b)(i) and (c)(v)	Place of destination: Phnom Penh, Cambodia
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): Port of Cambodia of item 2 to 6 and DAP for items 1 at NIPH.
ITB 15.1	The Bidder **is** required to quote in *US Dollar* Expenditures incurred in Cambodia may be quoted in USD.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***3 years***
ITB 17.2	Manufacturers Authorization Letter (MAL) is required all items.
ITB 18.1	The Bid validity period shall be 90 days.
ITB 19.1	A Bid Security **shall be** required. The amount and currency of the Bid Security shall be ***US$ 14,000.00***
ITB 20.1	In addition to the original of the Bid, the number of copies is**: 3.**

ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of an organizational document, board resolution, or its equivalent, or power of attorney specifying that representative's authority to sign the Bid on behalf of, and legally binding, the Bidder. In case of JV, the power of attorney should be signed by all partners and specifying the authority of the same representative of the JV to sign on behalf of, and legally bind the intended or existing JV.
ITB 20.2	The Bidder shall submit an acceptable authorization within 14 days from the date of the Purchaser's letter of request.
	D. Submission and Opening of Bids
ITB 22.1	For **Bid submission purposes** only, the Purchaser's address is: Attention: *H.E Dr. Youk Sambath, Project Director of MoH-LIT* Street Address: ***#80, Penn Nouth Blvd, (St. 289), Sangkat Boeung Kak, Khan Toul Kork*** Floor/ Room number: 05th ***floor, Ministry of Health***. City: ***Phnom Penh, Cambodia.*** ZIP/Postal Code: *12152* Country: Cambodia. The deadline for Bid submission is**: 30 days** Date: **30th *April 2022*** Time: 09***:30 am local time***
ITB 25.1	The Bid opening shall take place at: Street Address: ***[Ministry of Health No. 80, Samdach Penn Nouth Blvd (289), Sangkat Boeung Kak II, Toul Kork, Phnom Penh, Cambodia]***. Floor/ Room number: ***[insert floor and room number, if applicable]***. City: ***Phnom Penh*** Country: ***Cambodia***. Date: **30th *April 2022*** Time: 09***:30 am local time***
ITB 25.6	The three representatives shall comprise of one from the Project Management Office, one from the implementing agency and one from the Ministry of Economy and Finance.
	E. Evaluation and Comparison of Bids
ITB 30.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. The Purchaser will make an upward revision of the quoted price only for the purposes of comparison of Bids. The upward revisions, if any, made on the quoted price of the successful Bidder shall not be paid. In other words, the contract price will remain the same as the quoted price subject to any arithmetic corrections.

ITB 32.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: ***USD***. The source of exchange rate shall be: ***National Bank of Cambodia.***
ITB 34.2(a)	Bids will be evaluated ***item by item***
ITB 34.5	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: **(a)** Deviation in Delivery schedule: **No** **(b)** Deviation in payment schedule: **No**
ITB 37.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors shall not be permitted except for specialized subcontractors when the Bid includes installation, testing and commissioning of plant.
	F. Award of Contract
ITB 40	The maximum percentage by which quantities may be increased is: ***20 %.*** The maximum percentage by which quantities may be decreased is: ***20%.***
ITB 45.1	If a Bidder wishes to make a Bidding-related Complaint, the Bidder should submit its complaint in writing to: **For the attention**: *H.E Dr. Youk Sambath* **Title/position**: *Project Director of MoH-LIT* **Purchaser**: *Ministry of Health, Lead Implementer Team* **Email address***:* *To: swmcgsambath@camnet.com.kh* *CC: lcrasmey@gmail.com, sophornto_moh@yahoo.com, vuysunlak71@gmail.com, virakt@online.com.kh, nao_borin@mef.com.kh,*

Section III
Evaluation and Qualification Criteria

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1. Margin of Preference (ITB 33)

There is no preference for goods manufactured in Cambodia and the Purchaser will NOT grant any margin of preference.

2. Evaluation (ITB 34)

2.1. Multiple Contracts (ITB 34.3)

If in accordance with ITB 1.1, if Bids are invited for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 37 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

(a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;

(b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;

(c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and

(d) determine contract award on the basis of the combination of lots that offer the ***total lowest evaluated cost*** to the Purchaser.

[Or]

Evaluation will be carried out for each lot and the contract will be awarded for the Bid that is substantially responsive and is the lowest evaluated Bid. If the Bidder is awarded contract for more than one lot on this basis, the Bidder must meet the aggregated qualifying requirements for the combination of the lots.

3. Qualification (ITB 37)

3.1. Qualification Criteria (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. If Bidder is not a manufacturer: If a Bidder is not a Manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least 3 contracts of similar goods in the past 2 years.

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Letter of Bid

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission].*

Contract No.: *[insert number].*

Request for Bid No.: *[insert identification].*

To: ***[insert complete name of Purchaser]***.

We, the undersigned, declare that:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;

(d) **Bid Price**: The total price of our Bid, *excluding any discounts* offered in item (e) below is:

Option 1, in case of one lot: "Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];*"

[Or]

Option 2, in case of multiple lots: (a) "Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*"; ***and (b)*** "Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*."

(e) **Discounts**: The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered.];*

(ii) The exact method of calculations to determine the net price after application of discounts is shown in the attachment to the Letter of Bid: *[Specify in detail the method that shall be used to apply the discounts in the attachment]*.

(f) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(g) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(h) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(i) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the DP. Further, we are not ineligible under the Cambodian Laws or official regulations or pursuant to a decision of the United Nations Security Council;

(j) **State-owned enterprise or institution**: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6]*;

(k) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

*[If none has been paid or is to be paid, indicate "*none*".]*

(l) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid or any other Bid that you may receive; and

(n) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of the Bidder].*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid].*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid].*

Signature & Stamp of the person named above: *[insert signature of person whose name and capacity are shown above].*

Date signed *[insert date of signing]* **day of** *[insert month], [insert year].*

**: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.*

***: Person signing the Bid shall have the power of attorney or any organization document, as specified in ITB 20.2, given by the Bidder. The power of attorney or the organizational document shall be attached with the Bid Schedules.*

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission].*

Contract No.: *[insert number].*

Alternative No.: *[insert No if this is a Bid for an alternative, if permitted].*

Page_____of_____pages

1. Bidder's Legal Name
2. In case of JV, legal name of each Partner:
3. Bidder's country of registration:
4. Bidder's year of registration:
5. Bidder's Address in country of registration:
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name].* Address: *[insert Authorized Representative's Address].* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers].* Email Address: *[insert Authorized Representative's email address].*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents].* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ Authorization to represent the firm or the Joint Venture named above, in accordance with ITB 20.3. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[Each Member of the JV shall fill in this form].

Date: *[insert date (as day, month and year) of Bid submission].*

Contract No.: *[insert number of Bidding process].*

Alternative No.: *[insert No if this is a Bid for an alternative, if permitted].*

1. Bidder's Name: *[insert Bidder's legal name].*
2. Bidder's JV Partner's legal name:
3. Bidder's JV Partner's country of registration:
4. Bidder's JV Partner's year of registration:
5. Bidder's JV Partner's legal address in country of registration:
6. Bidder's JV Member's authorized representative information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of *[check the box(es) of the attached original documents].* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ Authorization to represent the firmed named above in accordance with ITB 20.2 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Declaration on the Code of Ethical Conduct and Fraud and Corruption

Statement on Ethical Conduct and Fraud and Corruption

"We the undersigned confirm in the preparation of our bid or proposal, that:

(i) Neither we, nor any of our employees, associates, agents, shareholders, partners, consultants or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.

(ii) Should we become aware of the potential for such a conflict, we will report it immediately to the procuring organization.

(iii) Neither we, nor any of our employees, associates, agents, shareholders, partners, consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.

(iv) We understand our obligation to allow the Government or the funding agency to inspect all records relating to the preparation of our bid or proposal and any contract that may result from such, irrespective of being awarded a contract or not.

(v) No payments in connection with this procurement exercise have been made by us, our associates, agents, shareholders, partners or their relatives or associates to any of the staff, associates, consultants, employees or relatives of such who are involved with the procurement process on behalf of the purchaser, employer or client.

(vi) We understand that if we are found to be in breach of this declaration, we will be ineligible to be considered for any contracts by the Government of the Kingdom of Cambodia funded by the funding agency and/or other sources for a period to be determined by them."

Name of the Bidder: **[insert complete name of the Bidder].*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid].*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid].*

Signature & Stamp of the person named above: *[insert signature of person whose name and capacity are shown above].*

Date signed *[insert date of signing]* **day of** *[insert month], [insert year].*

Price Schedule Forms

Name of the Bidder…….	Date: _____ Contract No: _____ Page N°_____of _____

1	2	3	4	5	6	7	8
Line Item No	Description of Goods	Country of Origin	Delivery Date as	Quantity and Unit of Measurement	Unit price	Price per line item (Col. 5x6)	Total Price per Line Item
1	Biological Safety Cabinet		45 days after contract signing	3 sets			
2	Scrubs, pants		4-6 weeks after contract signing	6001 pcs			
3	Scrubs, tops		4-6 weeks after contract signing	6001 pcs			
4	Chlorine, NaDCC, granules, 1kg, 65 to 70%		4-6 weeks after contract signing	9700kg			
5	Hand Sanitizer		4-6 weeks after contract signing	24009 bottles			
6	Alcohol solution for hand washing as part of IPC measures, Ethanol 70%-80%		4-6 weeks after contract signing	154315 litters			
						Total Price	

Note: The Price has to exclusive all tax!

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

Signed & Stamp: *[insert signature]*

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

Date: *[insert date - day/month/year].*

Price Schedule: Goods Manufactured Outside Cambodia (already imported)

Date: _____
Contract No: _____

Name of the Bidder
……..

Page No_____of _____

1	2	3	4	5	6	7	8	9	10	11	12
Line Item No	*Description of Goods*	*Country of Origin*	*Delivery Date*	*Quantity and Unit of Measurement*	*Unit price excluding Custom Duties and Import Taxes paid, in accordance with ITB14.8(c)(i)*	*Custom Duties and Import Taxes burned by RGC (The MoH will be issued tax exemption letter to winning bidder to import a goods)*	*Unit Price exclusive net of custom duties and import taxes(Col. 6 minus Col.7)*	*Price per line item Exclu. Custom Duties and Import Taxes paid(Col. 5x8)*	*Price per line item for inland transportation and other services required in Cambodia to convey the goods to their final destination*	*Sales and other taxes paid or payable in Cambodia per item if Contract is awarded*	*Total Price per line item(Col. 9+10)*
1	Biological Safety Cabinet		*45 days after contract signing*	3 sets							
2	Scrubs, pants		*4-6 weeks after contract signing*	6001 pcs							
3	Scrubs, tops		*4-6 weeks after contract signing*	6001 pcs							
4	Chlorine, NaDCC, granules, 1kg, 65 to 70%		*4-6 weeks after contract signing*	9700kg							
5	Hand Sanitizer		*4-6 weeks after contract signing*	24009 bottles							
6	Alcohol solution for hand washing as part of IPC measures, Ethanol 70%-80%		4-6 weeks after contract signing	154315 litters							
										Grand Total US$	

Name: *[insert complete name of the person signing the bid].*
In the capacity of *[insert legal capacity of person signing the bid].*

Signed & Stamp: *[insert signature].*

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

Date: *[insert date - day/month/year].*
Note: All price have to exclusive all taxes!

Price Schedule: Goods Manufactured in Cambodia

Name of the Bidder……	Date: _____ Contract No: _____ Page N□ _____of _____

	2	3	4	5	6	7	8	9
Lot No	Description of Goods	Delivery Date	Quantity and Unit of Measurement	Unit price DAP for item 1 and CIP for items 2 to 6	Total price DAP for item 1 and CIP for items 2 to 6price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in Cambodia to convey the Goods to their final destination	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item excluding Taxes (Col 7 +8)
1	Biological Safety Cabinet	45 days after contract signing	3 set					
2	Scrubs, pants	4-6 weeks after contract signing	6001 pcs					
3	Scrubs, tops	4-6 weeks after contract signing	6001 pcs					
4	Chlorine, NaDCC, granules, 1kg, 65 to 70%	4-6 weeks after contract signing	9700kg					
5	Hand Sanitizer	4-6 weeks after contract signing	24009 bottles					
6	Alcohol solution for hand washing as part of IPC measures, Ethanol 70%-80%	4-6 weeks after contract signing	154315 litters					
							Total Amount	

Name: [insert complete name of the person signing the bid].
In the capacity of [insert legal capacity of person signing the bid].
Signed & Stamp: [insert signature].
Duly authorized to sign the Bid for and on behalf of [insert complete name of the Bidder].
Date: [insert date - day/month/year].

Note: All price has to exclusive all taxes!

Price and Completion Schedule - Related Services

Name of the Bidder
……

Date: _____ Contract No: _____

Page N_____of _____

1	2	3	4	5	6	7
Item No	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and Unit of Measurement	Unit price USD	Total Price USD Per Service (Col. 5*6
1	Biological Safety Cabinet		NIPH	3 set		
1	Scrubs, pants		Port	6001 pcs		
2	Scrubs, tops		Port	6001 pcs		
3	Chlorine, NaDCC, granules, 1kg, 65 to 70%		Port	9700kg		
4	Hand Sanitizer		Port	24009 bottles		
1	Alcohol solution for hand washing as part of IPC measures, Ethanol 70%-80%		Port	154315 litters		
				Total Amount		

Please use the same as above!

Name: [insert complete name of the person signing the bid].
In the capacity of [insert legal capacity of person signing the bid].
Signed & Stamp: [insert signature].
Duly authorized to sign the Bid for and on behalf of [insert complete name of the Bidder].
Date: [insert date - day/month/year].

Note: All price has to exclude all taxes!

Form of Bid Security

(Bank Guarantee)

[insert bank's name and address of issuing branch or office]

[Please note that the bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: *name and address of Purchaser].*

Date: *[Insert date of issue].*

BID GUARANTEE No.: *[Insert Guarantee reference number].*

We have been informed that *[insert name of the Bidder/ in the case of a joint venture, the name of the joint venture (whether legally constituted or prospective) or the names of all members of the joint venture]* (hereinafter called "the Bidder ") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[name of the Contract]* under Request for Bids No._____("the RFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a bid security guarantee.

At the request of the Bidder, we *[inset name of the bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount]* upon receipt by us of your first demand in writing accompanied by a written statement, stating that the Bidder is in breach of its obligations under the bid conditions because the Bidder

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Bid; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the you during the period of bid validity or any extension thereto provided by the Bidder, (i) fails or refuses to sign the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) twenty-eight days after the expiry of the of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[Authorized Signature(s) and the bank's seal/stamp.]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so, indicated in the ***BDS.****]*

Date: *[insert date (as day, month and year) of Bid submission].*

Contract No.: *[insert number].*

To: *[insert complete name of Purchaser].*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer].*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer].*

Title: *[insert title].*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the Manufacturer].*

Dated on_____day of_____,_____*[insert date of signing].*

Section V
Eligible Countries

Eligibility for the Provision of Goods, Works and Non- Consulting Services in DP-Financed Procurement

In reference to ITB 4 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

"All countries except the country of the DP or Cambodia."

[OR]

The eligibility bidder recognized by the Global Fund, ADB, EU and World Bank can request the bidding documents.

Section VI
Government Policy – Corrupt and Fraudulent Practices

1. Requirements

1.1 The Government requires bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any personnel thereof, adhere to the highest standards of ethics during the procurement process, selection and execution of contracts, and refrain from Fraud and Corruption.

1.2 In pursuance of this policy, the Government:

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

(i) "Corrupt Practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[1];

(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[2];

(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[3];

(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[4];

---

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

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

3 For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

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

(v) "Abuse" means theft, waste, or improper use of assets related to the DP-financed project activity, either committed intentionally or through reckless disregard;

(vi) "Conflict of Interest'' means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;

(vii) "Obstructive Practice" is:

(aa) 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

(bb) acts intended to materially impede the exercise of the Government or DP inspection and audit rights;

(viii) "Integrity Violation" is any act, as defined under the DP Integrity Principles accepted by the Government, which violates the Anti-Corruption Policies, where applicable, including points (i) to (vii), stated above and the following: violations of the Government and DP sanctions, retaliation against whistle-blowers or witnesses, and other violations of the Anti-Corruption Policies, including failure to adhere to the highest ethical standards;

(b) will reject a recommendation for award of the contract if it is determined that the firm or individual recommended for the award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees have directly or indirectly engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations in competing for the contract in question;

(c) will cancel the portion of the financing allocated to a contract if it is determined at any time that representatives of the Government or of a beneficiary of the DP financing have engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to the DP to remedy the situation;

(d) will sanction a firm or individual, at any time, in accordance with prevailing Government and/or DP sanctions procedures[5], 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,

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

financially or in any other manner; (ii) to be a nominated[6] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government or a DP-financed contract; and (iii) to receive the proceeds of any loan made by the DP or otherwise to participate further in the preparation or implementation of any DP-financed project, if it is determined at any time that the firm or individual has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations in competing for, or in executing, a DP-financed contract.

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

PART 2
Supply Requirements

Section VII
Schedule of Requirements

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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the ***Incoterms*** rules (i.e., EXW, or CIP, FOB, FCA, DAP terms—that "delivery" takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

List of Goods and Delivery Schedule

Lot N°	Specification Description of Goods	Qty.	Unit of Measurement	Final Destination (Project Site) as Specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date	Remark
1	Biological Safety Cabinet	3	Unit	NIPH	45 days after contract signing	60 days after contract signing		
2	Scrubs, pants	6001	pcs	Port	4 weeks after contract signing	6 weeks after contract signing		
3	Scrubs, tops	6001	pcs	Port	4 weeks after contract signing	6 weeks after contract signing		
4	Chlorine, NaDCC, granules, 1kg, 65 to 70% + measurement spoon	9700	Kg	Port	4 weeks after contract signing	6 weeks after contract signing		
5	Hand Sanitizer	24009	Bottle	Port	4 weeks after contract signing	6 weeks after contract signing		
6	Alcohol solution for hand washing as part of IPC measures, Ethanol 70%-80%	154315	Litter	Port	4 weeks after contract signing	6 weeks after contract signing		

In the capacity of [insert legal capacity of person signing the bid].
Signed & Stamp: [insert signature].
Duly authorized to sign the Bid for and on behalf of [insert complete name of the Bidder].
Date: [insert date - day/month/year].

Note: All price has to exclude all taxes!

1. Technical Specifications

"**Summary of Technical Specifications**. The Goods and Related Services shall comply with following Technical Specifications and Standards: "

Item No.	Purchased Specifications required	* Bidder's Technical Specifications
Lot I		
1	**Biological Safety Cabinet** - Class II, Type A2 - Recognition: NSF/ANSI 49, Energy Saver, Personnel Environmental Protect - Nominal Size: Approximately 4ft (1.2m) - Style of Cabinet: Bench top/console with optional base stand - Door to door service: Installation Service additional on item unit (Accept only after complete installation and recertification) - Warranty: 3 years - UPS 6KVA	
2	**Unisex scrub pant** - Trousers with drawstring waist closure - Easy fastening - Colours: blue or green - Material: polyester /cotton fabric (50/50% or 65/35%) or 100% cotton fabric - Weight per m2: 115g-195g - Washing: normal; withstands boiling and autoclaving; resists to chlorine 0.1% - Size Large (L)	
3	**Unisex scrub top** - "V-shaped" neck tunic - Easy to slip - Short sleeves - Two lower patch pockets - Colours: blue or green - Material: polyester /cotton fabric (50/50% or 65/35%) or 100% cotton fabric - Weight per m2: 115g-175g - Washing: normal; withstands boiling and autoclaving; resists to chlorine 0.1% - Multiple use - Size Large (L)	
4	**Chlorine, NaDCC,** granules, 1kg, 65 to 70% + measurement spoon - Water purification (NaDCC) 67 mg tablets pack is a carton of 16,000 tablets. The carton contains 1600 foil strips of 10 tablets each - Water purification tablets containing 67 mg sodium dichloroisocyanurate (NaDCC) which releases 40 mg available chlorine. The product must be suitable for treatment of water for human consumption (drinking water). The anhydrous sodium dichloroisocyanurate (NaDCC) compound must be certified by NSF International (or delegated organism) to the NSF/ANSI standard 60. The effervescent base used in addition to the NaDCC must be of pharmaceutical or food grade quality.	
5	**Hand Sanitizer** - Alcohol-based hand sanitizer, with alcohol content of 60-80%. Bottle of 500ml capacity, with pump. Hand antisepsis for office/household use. - Alcohol hand sanitizer – portable hand antisepsis for personal use. Not causing skin irritation or allergies (no inclusion of colorants, dyes or perfumes). Product offered is fragrance free. Not less than 70% alcohol, and not more than 80% alcohol. Product must be in accordance with recommendations from WHO Guidelines on Hand Hygiene in Health	

	Care especially testing methods highlighted in chapter 10.1.1. Bottle of 500ml content, plastic or equivalent, self-standing bottle equipped with pump. Label includes considerations such as: Content, Batch number and expiry date, Directions for use, Warnings, and Storage considerations. Label should be in English	
6	Alcohol solution for hand washing as part of IPC measures, Ethanol 70%-80% with 30L/plastics container	

Name of Bidder [insert complete name of Bidder]

Signed & Stamp: [signature of person authorized by the Bidder to sign the bid submission form and whose name and title are shown below]

Name: [insert full name]
Title: [insert official title]
Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated on _____ day of _____, _____ [insert date of signing]

PART 3
Contract

Section VIII
General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "Development Partner" refers to country or organization that is providing financial assistance to Cambodia to fund the Contract as specified in SCC.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is the country specified in the Kingdom of Cambodia.

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the person, private or government entity, or a combination of the above, whose Bid to

perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 The Government *of Cambodia:* "and the Global Fund (DP)", *if a DP has such policy* require(s) compliance with the Government Laws and Regulations of *Cambodia:* "and the DP Anti-Corruption Guidelines", *if a DP has such guidelines]* and its prevailing sanctions policies and procedures.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 **Incoterms**.

(a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 **Entire Agreement**.

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment.

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver.

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability.

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the DP shall have their origin in

Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Cambodia, unless otherwise specified in the SCC.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Cambodia when:

(a) as a matter of law or official regulations, the Government's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, the parties fail to resolve a dispute or difference by mutual consultation within 28 days from the commencement date of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the DP

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic

accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 1.2 of Appendix to the General Conditions of Contract the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Government or the DP and/or persons appointed by either of them to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the DP if requested by the DP. The Supplier's and its subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the DP's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the DP's prevailing sanctions procedures).

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 The Contract Price shall be as specified in the Contract Agreement subject to additions or adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations

stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

17. Taxes and Duties

17.1 For goods manufactured outside Cambodia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Cambodia. The customs import was tax exemption.

17.2 For goods Manufactured within Cambodia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser subject to GCC 17.3.

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such

third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the DP or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings.

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and should be fully compliant with the QA requirements as per the global fund guidelines[1] , when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 The Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for

https://www.thegloba lfund.org/media/5873/psm_procurementsupplymanagement_guidelines_en.pdf

and Incidental Services

transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Section 6 (Schedule of Supply).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Cambodia as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser,

upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for **Thirty-Six (60) months** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may

proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

29.2 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.4 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.5 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.6 `The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and

expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the amount specified in SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Cambodia where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser

in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its

Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 **Termination for Default**.

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragrpah 1.2 (a) of the Appendix to the GCC, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 **Termination for Insolvency**.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 **Termination for Convenience**.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt

of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

APPENDIX TO THE GENERAL CONDITIONS OF CONTRACT

Government Policy – Corrupt and Fraudulent Practices

1. Requirements

1.1 The Government requires bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of personnel thereof, adhere to the highest standards of ethics during the procurement process, selection and execution of contracts, and refrain from Fraud and Corruption.

1.2 In pursuance of this policy, the Government:

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

(i) "Corrupt Practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[1];

(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[2];

(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[3];

(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[4];

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

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

3 For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

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

(v) "Abuse" means theft, waste, or improper use of assets related to the DP-financed project activity, either committed intentionally or through reckless disregard;

(vi) "Conflict of Interest'' means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;

(vii) "Obstructive Practice" is:

(aa) 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

(bb) acts intended to materially impede the exercise of the Government or DP inspection and audit rights;

(viii) "Integrity Violation" is any act, as defined under the DP Integrity Principles accepted by the Government, which violates the Anti-Corruption Policies, where applicable, including points (i) to (vii), stated above and the following: violations of the Government and DP sanctions, retaliation against whistle-blowers or witnesses, and other violations of the Anti-Corruption Policies, including failure to adhere to the highest ethical standards;

(b) will reject a recommendation for award of the contract if it is determined that the firm or individual recommended for the award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees have directly or indirectly engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations in competing for the contract in question;

(c) will cancel the portion of the financing allocated to a contract if it is determined at any time that representatives of the Government or of a beneficiary of the DP financing have engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, or other integrity violations during the procurement or the execution of that contract, without the Government having taken timely and appropriate action satisfactory to the DP to remedy the situation;

will sanction a firm or individual at any time, in accordance with prevailing Government and/or DP sanctions procedures[5], including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded or otherwise benefit from a Government or a DP-financed contract, financially or in any other manner; (ii) to be a nominated[6] sub-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.

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

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

Section IX
Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1 (f)	The DP is: *The Global Fund*
GCC 1.1 (j)	The Purchaser is: *Ministry of Health, Lead Implementer Team*
GCC 1.1 (o)	The Site(s)/Final Destination(s) is/are: CMS, Phnom Penh, Cambodia
GCC 4.2 (b)	The version of Incoterms shall be 2010.
GCC 5.1	The language shall be: English.
GCC 8.1	For notices, the Purchaser's address shall be: Attention: *H.E Dr. Youk Sambath, Project Director* Street Address: #*80, Penn Nouth Blvd (St.289), Sangkat Boeung Kak II, Khan Toul Kork.* Floor/ Room number*: 05th floor, Ministry of Health.* City: *Phnom Penh* ZIP Code: *12512* Country: Cambodia. Telephone: +855-12-621 224/+855-12-602-275 Facsimile number: *855-23-884-909* Electronic mail address: *swmcgsambath@camnet.com.kh, lcrasmey@gmail.com,* *sophornto_moh@yahoo.com, vuysunlak71@gmail.com, virakt@online.com.kh,* *nao_borin@mef.com.kh,*
GCC 9.1	The governing law shall be the laws of the Kingdom of Cambodia.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Center. The arbitration procedure shall

	be administered by the Singapore International Arbitration Center. Place of Arbitration: Singapore.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier shall be*:* "**For Goods supplied from abroad as per Incoterms DAP:** Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email: lcrasmey@gmail.com, +855-12-420-222 the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company: (a) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) One original and three copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and … copies of nonnegotiable bill of lading; (c) copies of the packing list identifying contents of each package; (d) insurance certificate; (e) Manufacturer's or Supplier's warranty certificate; (f) inspection certificate, issued by the nominated inspection agency, where required and the Supplier's factory inspection report; and (g) certificate of origin. The Purchaser shall receive the above documents at least 3 weeks to proceed the exemption a customs clearance before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. **For Goods from within the Purchaser's country as per Incoterm EXW:** Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: (a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) Delivery note, railway receipt, or truck receipt; (c) Manufacturer's or Supplier's warranty certificate; The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses."*]*
GCC 15.2	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.

GCC 16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner: (i) **Advance Payment:** Ten (30) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser. (ii) **On Shipment:** Eighty (50) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13. (iii) **On Acceptance:** Ten (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. *The percentage can be changed with approval of the MEF where DP requires a different payment schedule* **Payment for Goods and Services supplied from within Cambodia:** Payment for Goods and Services supplied from within Cambodia shall be made in US Dollars, as follows: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser. (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
GCC 18.1	The Supplier shall provide a **Performance Security of *20%*** of the Contract Price.

GCC 18.3	The Performance Security shall be denominated in the same currency or in the same proportion to the amount s and currencies of the contract price, whichever is applicable. The Form of acceptable Performance Securities is a bank guarantee issued by a reputable bank located in the Purchaser's country, in the format included in Section 9 (Contract Forms). The bank guarantee shall be confirmed by a corresponding bank in Cambodia.
GCC 18.4	N/A
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: standard packaging of goods
GCC 24.1	The Supplier must insure the Goods in an amount equal to 110% of the CIF, CIP, EXW, DAP price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.2	The inspections and tests shall be carried out at the following times or milestones, and place: Goods: Supply to CMS Time or Milestone: The inspection is going to conduct when the goods arrival CMS Place: CMS City, Country: Phnom Penh, Cambodia
GCC 27.1	The applicable rate for liquidated damage for delay shall be: [*0.5%]* per week.
GCC 27.1	The maximum amount of liquidated damages shall be: *10* % of the Contract Price. Thereafter, the Contract can be terminated for non-performance of the obligations under the Contract and the advance guarantee and the Performance Security shall be executed.
GCC 28.3	The period of validity of the Warranty shall be applied the requirement are staged in specification. The place of final destination shall be: 24 *Provinces*
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within 14 days of being notified by the Purchaser of the occurrence of such defects.
GCC 31 (b)	The amount of aggregated liabilities shall not exceed 100% of the Contract Price.

Section X
Contract Forms

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Notification of Award - Letter of Acceptance

[Use letterhead paper of the Purchaser.]

[Date].

To: *[name and address of the Supplier].*

Subject: **Notification of Award the Contract No.** ... ...

This is to notify you that your Bid dated ***[****insert date****]*** for execution of the ***[****insert name of the contract and identification number, as given in the BDS****]*** for the Accepted Contract Amount of ***[****insert amount in words and figures and name of currency],* as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

THIS AGREEMENT made on the *[insert **date**]* day of *[insert **month**], [insert **year**];* BETWEEN *[insert complete name of the Purchaser]*, of the Government of the Kingdom of Cambodia and having its principal place of business at *[insert address of Purchaser**]*** (hereinafter called "the Purchaser"), of the one part, and *[insert complete legal name of the Supplier**]***, a corporation incorporated under the laws of *[insert country of the Supplier**]*** and having its principal place of business at *[insert address of the Supplier]* (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter referred to as "the Contract Price"),

NOW THIS AGREEMENT WITHESSETH 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 referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

   (a) the Letter of Acceptance;

   (b) the Letter of Bid and the Price Schedules submitted by the Supplier;

   (c) Special Conditions of Contract;

   (d) General Conditions of Contract;

   (e) the Schedule of Supply; and

   (f) any other document listed in GCC as forming part of the Contract.

   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.

3. 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 provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, 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 hereto have caused this Agreement to be executed in accordance with the laws of the Kingdom of Cambodia on the day, month and year indicated above.

For and on behalf of the Purchaser

_____

Signed by *[insert signature and name of the authorized representative of the Purchaser]*.

In the capacity of *[insert title or other appropriate designation]*.

In the presence of *[insert signature and identification of the official witness]*.

Seal of the Ministry (the Purchaser)

For and on behalf of the Supplier

_____

Signed by *[insert signature(s) and name(s) of authorized representative(s) of the Supplier]*

In the capacity of *[insert title(s) or other appropriate designation].*

In the presence of *[insert signature and identification of the official witness].*

Seal of the Company (the Supplier)

[Letterhead of the Bank.]

Performance Security

[Bank's name, and address of the issuing branch or office, unless already indicated in the letterhead.]

Beneficiary: *[insert name and Address of the Purchaser].*

Date: _ *[Insert date of issue].*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number].*

We have been informed that *[insert name of Supplier or JV]* (hereinafter called "the Supplier") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the you, for the supply of _ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier , we *[insert name of the bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert name of currency and amount in words]* (_____) *[insert amount in figures]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without you needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the *[date]* day of *[month], [year]* and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 except that the paragraph (ii) of Sub-Article 20 (a) is hereby excluded.

_____

[Signature(s) and seal of the Bank.]

*[*Note: *If the Bank issuing the Performance Security guarantee is located outside of Cambodia, it shall have a correspondent bank located in Cambodia to make it enforceable. The correspondent bank must confirm the Performance Security guarantee.]*

[1] The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

[Letterhead of the Bank.]

Advance Payment Security

[Insert complete name and number of the contract.]

Demand Guarantee

Beneficiary: *[Insert name and Address of Purchaser].*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number].*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of the Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of a bank guarantee to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of the Bank]*, legally domiciled in *[insert full address of the Bank]* (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until *[insert date (as day, month, year)]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 *[or ICC publication No. 758 as applicable]*.

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

In the capacity of *[insert legal capacity of personal signing the Security].*

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

Duly authorized to sign the security for and on behalf of *[insert seal and complete name of the Bank].*

Date: *[insert date of signing]*.

*[*Note: *If the Bank issuing the Advance Payment Security is located outside Cambodia, it shall have a correspondent bank located in Cambodia to make it enforceable. The correspondent bank must confirm the Advance Payment Security.]*