

KINGDOM OF CAMBODIA

Nation Religion King

MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES

National Implementation Office (MAFF-NIO)

Climate-Resilient Rice Commercialization Sector Development Program (Rice-SDP)

ADB ADF Loan No. 3007-CAM(SF), GAFSP Grant No. 0349-CAM(EF) and Grant No. 0350-CAM(SCF)

Date: 13 /July /2017

TO: **NRDC Trading Co., LTD**
#56B, Street 156, Sangkat Phnom Penh Thmey,
Khan Sen Sok, Phnom Penh, Cambodia.

FROM: **Ministry of Agriculture, Forestry and Fisheries**
National Implementation Office
Climate-Resilient Rice Commercialization Sector Development Program (Rice-SDP)
54B/49F, Street 395-656, Sangkat Toeuk Laak 3,
Khan Toul Kork, Phnom Penh, Cambodia.

SUBJECT: Contract No. GD-EQPT7/RICE-SDP/MAFF-NIO/2017/02
Supply and Delivery of 11 Global Positioning Systems (GPS)

Dear Madam,

We are pleased to accept your offer of **11 Units of Global Positioning Systems (GPS)** as per the below detail and as per your attached quotation for the sum of **US\$ 8,954.00** and we agree that you supply these GPS on the following conditions:

1.

Item	Description	Unit	Quantity	Unit Price USD	Total Price USD
1	Global Positioning Systems (GPS)	Unit	11	814.00	8,954.00
Grand Total in USD:					8,954.00

2. Warranty/Guarantee period: 12 months on part and related services.
3. Warranty/Guarantee Conditions: The goods are in line with the manufacturer's specifications attached and that they will perform in line with these specifications.
4. Delivery conditions: Good must be delivered at the specified address on or before 28 days from the date of this Letter of Award.
5. Terms of Payment: The terms of payment will be in accordance with Article 3: Payment Provisions specified in the attached Conditions of Contract.
6. The attached Conditions of Contract for the Supply of Goods apply to this Letter of Award.

FOR THE PURCHASER



Kith Seng
Project Director
MAFF-NIO for Rice-SDP
Date: 13 /July/2017

FOR THE SUPPLIER



Touch Sokunthy
Project Manager
NRDC Trading Co., LTD
Date: 13 /July/2017

Attached: Supplier's Quotation

CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS

Article 1. General Provisions

1. The Supplier confirms that he has examined, read and understood fully all the Contract Documents, being
 - The Invitation for Quotation,
 - The Technical Specifications,
 - The Letter of Award
 - The Quotation Price Schedule,
 - The Quotation Form
 - The Conditions of Contractwhich together form the Contract.
2. The Contract shall be amended only by written agreement between the Purchaser and the Supplier.
3. The laws of the Kingdom of Cambodia will be applicable to the Contract. Every effort shall be made to resolve disputes amicably and without recourse or referral to third parties. Any dispute that cannot be resolved amicably shall be referred by either Party to the (Arbitration Council of Cambodia) Cambodian Chamber of Commerce for adjudication in accordance with the under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

Article 2. Purchaser's and Supplier's Obligations

4. The Purchaser and the Supplier now agree as follows:
 - The Purchaser pledges to pay the Supplier, the Contract Price, **USD 8,954.00** (United States Dollars Eight Thousand Nine Hundred Fifty-four only). This amount is for the full delivery of the goods listed in the Price and Delivery Schedule.
 - The Supplier shall supply **11 Units of Global Positioning Systems (GPS)** on or before the delivery date and at the final destination (Project Site), as stipulated in the Price and Delivery Schedule, and conforming to the standards as stipulated in the Technical Specifications. The Supplier shall be responsible for fully insuring the Goods against loss or damage from "warehouse to warehouse" (final destination) on "All Risk basis".
5. The Purchaser has the right to reduce the payment to the Supplier by 0.1% of the total price of the Contract for each day of delay beyond the delivery date shown in the Price and Delivery Schedule. The reduction is up to a maximum of 10%, after which the Purchaser may terminate the contract.
6. If Force Majeure makes completion of the contract impossible, the Supplier may ask the Purchaser to release him from the Contract.
7. The Supplier guarantees that all goods supplied will be new and unused and carry a warranty of 12 months starting from the actual delivery date of the goods. Throughout this period the Supplier agrees to make good, at its own expense, any defect that appears during that time due to quality of materials or workmanship.

Article 3. Payment Provisions

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

Payment Schedule			
Steps of Payment	Amount	Scheduled Date	Payment Conditions
Payment No 1	90% of the value of delivered Goods	August 2017	Upon receipt of the Goods and warranty certificate issued by the Manufacturer
Payment No 2	10% of the value of delivered goods	August 2017	Upon inspection and acceptance of the goods

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

- 90% of the value of the goods delivered. The Purchaser will issue a receipt for the goods upon delivery and receipt of the necessary warranty certificates issued by the manufacturer. The Supplier shall submit its commercial invoice with the original receipt attached and three copies of both, signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 calendar days of submission;
- Balance 10% of the value of the goods delivered. Within 30 calendar days of receiving the goods, the Purchaser will undertake any inspections and tests that it deems necessary. Provided that the goods pass any such inspection or tests the Purchaser will issue an acceptance certificate to the Supplier. The Supplier shall submit its commercial invoice with the original acceptance certificate attached and three copies of both, signed by the supplier as true and correct copies. The Purchaser will effect payment within 30 calendar days of submission.
- In the event that after the expiry of 30 calendar days after the delivery of the goods, the Purchaser does not provide the Supplier with an acceptance certificate (or issue instructions to repair or replace any defective goods), the Supplier shall submit its invoice in three copies signed as true and correct, for 5% of the value of the goods delivered and the Purchaser will effect payment within 30 calendar days of submission.

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

Article 4. Fraud and Corruption

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

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

- (i) "Corrupt Practices" mean the offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence improperly the actions of another party.
- (ii) "Fraudulent Practices" is any act or omission including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) "Collusive Practices" is an arrangement between two or more parties, designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive Practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party to influence improperly the actions of a party.
- (v) "Obstructive Practices" mean: deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a DP investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; 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 acts intended to materially impede the exercise of the DP's inspection and audit rights provided for under sub-clause (e) below.

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

Article 5. Special Conditions

(N/A)

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

Purchaser



Name : **Kith Seng**

Position : Project Director, MAFF-NIO 

Date : 13 / July/ 2017

Supplier



Stamp: ព្រះរាជាណាចក្រកម្ពុជា
ព្រះរាជាណាចក្រកម្ពុជា
NRDC TRADING Co., Ltd.
KINGDOM OF CAMBODIA

Name : **Touch Sokunthy**

Position : Project Manager

Date : 13 / July /2017