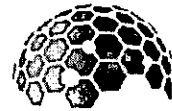


REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF LIVESTOCK FISHERIES
AND ANIMAL INDUSTRIES

IsDB



البنك الإسلامي للتنمية
Islamic Development Bank

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ELEVAGE, DES PECHEES
ET DES INDUSTRIES ANIMALES

LIVESTOCK AND FISHERIES DEVELOPMENT PROJECT
(LIFIDEP)

LIFIDEP SPECIAL TENDERS BOARD

INVITATION LETTER- REQUEST FOR QUOTATION.
N° 38/RFQ/ LIFIDEP/STB/2019 OF 18/2/2019 FOR THE SUPPLY OF 3
MILK VANS FOR THE LIVESTOCK AND FISHERIES DEVELOPMENT
PROJECT (LIFIDEP) FOR THE NORTH WEST REGION OF CAMEROON.

Country: Cameroon

Project: Livestock and Fisheries Development Project (LIFIDEP) for the
North West Region of Cameroon.

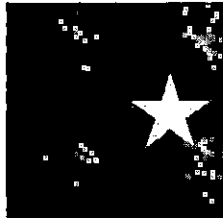
Financing: Islamic Development Bank (IsDB)/Government of Cameroon (GOC)

Project Identification: PCMR 0102:
Financing Agreement N° 2CM0066
Package N° 16

Date of issue: 18/2//2020

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REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF LIVESTOCK FISHERIES
AND ANIMAL INDUSTRIES



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ELEVAGE, DES PECHEES
ET DES INDUSTRIES ANIMALES

LIVESTOCK AND FISHERIES DEVELOPMENT PROJECT (LIFIDEP)

LETTER OF INVITATION /REQUEST FOR QUOTATION.
N° 38/RFO/LIFIDEP/STB/2019 OF 18.1.2020 FOR THE SUPPLY OF 3 MILK VANS
TO THE LIVESTOCK AND FISHERIES DEVELOPMENT PROJECT (LIFIDEP) FOR THE
NORTH WEST REGION OF CAMEROON.

1. The Government of the Republic of Cameroon has received funding from the Islamic Development Bank (IsDB) towards the cost of the Livestock and Fisheries Development Project (LIFIDEP) for the North West Region of Cameroon and intends to apply a portion of this financing for eligible payments under the Contract for the supply of 3 milk vans
2. This letter of invitation follows the General Procurement Notice for this Project that appeared in the UN Development Business dated 7th January 2014, the IsDB website dated 7th January 2014 and Cameroon Tribune dated 10th January 2014.
3. This invitation letter is issued to the following firms:
 - TRACTAFRIC MOTORS CAMEROON, P.O Box 4181 Boulevard Leclerc Douala , Tel +237 698 900 190, +237 233 379 083
Email: sabin.betebe@tractafricmc.com
 - ISUZU-AFCOTT , Boulevard Leclerc Douala ,, -Tel +237 653 361 303, +237 650 736 810, Email : autosales-admin@afcott.com ,autosales33@afcott.com,
omprakash@afcott.com
 - Cameroon Motors Industries (CAMI) , P.O Box 1217, Zone Industrielle, Bonaberi Douala ,
Tel +237 233 39 76 55, +237 233 39 06 96, +237 699 600 015
Email: stchimtchoua@cfao.com, enguti@cfao.com

4. The project Coordinator of the Livestock and Fisheries Development Project (LIFIDEP) hereby invites sealed quotations from the above enterprises for the supply of **these vans** as per the specifications and bill of quantities.
5. Bidding will be conducted through National Shopping (NS) procedures according to "Guidelines for Procurement of Goods and Works under Islamic Development Bank Financing, May 2009", and is limited to the bidders as per 1.3 above
6. Bidders must include in their bids the following administrative documents.
 - A. Original Tax Clearance Certificate
 - B. Original Certificate of Non-Exclusion from Public contracts by ARMP
 - C. Certified copy of business registration ("Registre de Commerce")
 - D. Original of Attestation of Non Bankruptcy/Solvency obtainable from the Court
 - E. Original Attestation of Bank Account
 - F. Original Attestation from National Social Insurance Fund
 - G. Original Receipt of non-reimbursable payment for the quotation file of **thirty thousand (30 000) Fcfa**
 - H. Attestation of Location and Location Plan of office

These documents must not be more than three months old.

7. Bidders who may need further clarification could do so in writing or e-mail to the Project Coordinator of LIFIDEP , LIFIDEP Building Ayaba street, P.O Box 142, Mankon Bamenda, Téléphone : (+237) 691 046 397, e-mail: lifidepnwr@gmail.com, at least ten (10) days before the closing date for submission of quotations .
8. The quotation file in English can be obtained during working hours, at the **Secretariat of the Project Coordinator, LIFIDEP Building Ayaba Street, Bamenda Cameroon**, as soon as this notice is published, upon presentation of receipt of payment of a non-refundable sum of **thirty thousand (30,000) FCFA**, payable into account Number 97568660001-28 in the name of << AGENCE DE REGULATION DES MARCHES PUBLICS > in any of BICEC branches in Cameroon. Such a receipt shall identify the payer as representing a Contractor invited to participate in the bid.
9. The Request for quotations includes the following documents:
 - 1) Letter of invitation
 - 2) Instructions to bidders and conditions of consultation
 - 3) Bill of quantities
 - 4) Descriptive bill of estimates, Specifications and quantities.
 - 5) Specification of goods
 - 6) Bid letter Template
 - 7) Form of contract
 - 8) Terms and conditions of the supply.
 - 9) Bank Guarantee Templates



10) List of banks and financial organizations authorized to issue bank cautions/guarantees in public contracts

10. Quotations shall be valid for ninety (90) days from the date of submission of quotations.

11. The deadline provided for the supply is thirty (30) days from the date of notification to the successful bidder to supply the goods.

12. Each quotation written in English or French and in seven (07) sets, comprising one (01) original and six (06) copies labelled as such, should reach the Secretariat of the Project Coordinator (Reception), LIFIDEP Building Ayaba street, PO Box 142, Mankon Bamenda, , e-mail: lifidepnwr@gmail.com on or before the 18/12.....2020 at 10: 00 am local time (GMT+1). It should be labelled as follows:

<< REQUEST FOR QUOTATION N° 33/RFQ /LIFIDEP/STB/2019 OF 18/12 /2020 FOR THE SUPPLY OF 3 MILK VANS TO THE LIVESTOCK AND FISHERIES DEVELOPMENT PROJECT (LIFIDEP) FOR THE NORTH WEST REGION OF CAMEROON.

TO BE OPENED ONLY DURING THE TENDERS' BOARD BID-OPENING SESSION>>

13. Quotations will be opened in the presence of bidders or their representatives who choose to attend the bid opening session at 11.00 am local time (GMT+1) on the 18/12.....2020, at the following address:

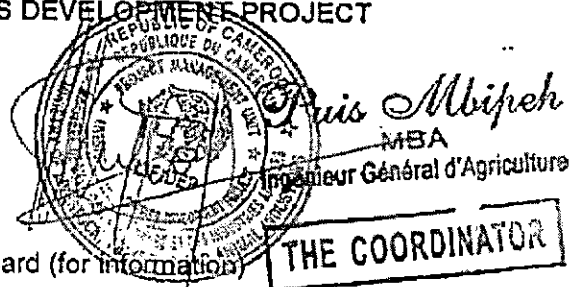
Conference room, Ground Floor, LIFIDEP Building Ayaba Street, PO Box 142, Mankon Bamenda.

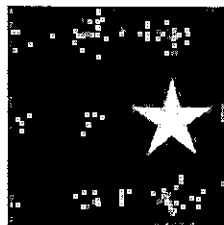
For all acts of corruption, kindly call or send an SMS to MINMAP at those numbers: 673 20 57 25/699 37 07 48

For : LIVESTOCK AND FISHERIES DEVELOPMENT PROJECT

CC:

- ARMP (for publication and archiving)
- Chairperson of LIFIDEP Special Tenders Board (for information)
- Notice board (for information)





REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF LIVESTOCK FISHERIES
AND ANIMAL INDUSTRIES



REPUBLIC DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ELEVAGE, DES PECHEES
ET DES INDUSTRIES ANIMALES

LETTRE D'INVITATION/DEMANDE DE COTATION.

NO: ~~39~~ /RFQ /LIFIDEP/STB/2019 DU ~~18/12~~ 2020 POUR LA FOURNITURE DE 3 VANS POUR LE TRANSPORT DU LAIT POUR LE PROJET DE DEVELOPPEMENT DE L'ELEVAGE ET DE LA PECHE(LIFIDEP) DE LA REGION DU NORD OUEST, CAMEROUN.

1. Le Gouvernement de la République du Cameroun a reçu des fonds de la Banque Islamique de Développement(BID) pour le financement du Projet de Développement de l'Elevage et de la Pêche(LIFIDEP) dans la Région du Nord Ouest, et compte utiliser une partie de ce financement pour le paiement sur contrat, la fourniture de trois vans pour le transport du lait.
2. Cette lettre d'invitation, découle de la publication de l'Avis Général de passation des marchés de LIFIDEP apparu dans le « UN Development Business » du 7 Janvier 2014, le site web de la Banque Islamique du Développement du 7 Janvier 2014 et le Cameroun Tribune du 10 Janvier 2014.
3. Cette lettre d'invitation est adressée aux entreprises suivantes :
 - TRACTAFRIC MOTORS CAMEROON, P.O Box 4181 Boulevard Leclerc Douala , Tel +237 698 900 190, +237 233 379 083
Email: sabin.betebe@tractafricmc.com
 - ISUZU-AFCOTT , Boulevard Leclerc Douala , Tel +237 653 361 303, +237 650 736 810, Email : autosales-admin@afcott.com ,autosales33@afcott.com,
omprakash@afcott.com
 - Cameroun Motors Industries (CAMI) , P.O Box 1217, Zone Industrielle, Bonaberi Douala ,
Tel +237 233 39 76 55, +237 233 39 06 96, +237 699 600 015
Email: stchimtchoua@cfao.com, enguti@cfao.com
4. Le Coordonnateur du Projet de Développement de l'Elevage et de la Pêche(LIFIDEP) invite par la présente, les cotations pour la fourniture des dites biens selon les spécifications et le devis quantitatif.

5. La consultation se fera par voie de demande de cotation et selon le "Guidelines for Procurement of Goods and Works under Islamic Development Bank Financing, May 2009", et est restreinte aux soumissionnaires définis en 1.3 ci-dessus.
6. Les soumissionnaires doivent joindre à leurs offres les pièces administratives suivantes :
 - A. L'Originale d'attestation de non redevance délivrée par la Direction d'impôts
 - B. L'Originale d'attestation de Non-Exclusion des marchés publics délivrée par l'ARMP.
 - C. Copie certifiée de Registre de Commerce
 - D. L'Originale d'attestation de Non-faillite délivrée par le tribunal de grande instance
 - E. L'Originale d'attestation de Domiciliation bancaire.
 - F. L'Originale d'attestation de la CNPS.
 - G. Original de la quittance d'achat du dossier de consultation d'un montant non-remboursable de trente mille (30 000) Fcfa
 - H. Attestation et plan de localisation des bureauxToutes les pièces doivent dater de moins de trois mois.
7. Les soumissionnaires qui ont besoin de plus des clarifications peuvent les obtenir par écrit ou e-mail auprès du Coordonateur du Projet, Immeuble LIFIDEP, Ayaba Street, BP 142 Mankon, Bamenda, e-mail: lifidepnwr@gmail.com , Téléphone : (+237) 691 046 397 au moins dix (10) jours avant la date limite de remise des offres.
8. Le Dossier de cotation en anglais peut être retiré aux heures ouvrables au Secrétariat du Coordonateur du Projet Immeuble LIFIDEP, Ayaba Street, BP 142 Bamenda, Cameroun, dès la publication du présent avis, sur présentation d'une quittance de versement de la somme non-remboursable de trente mille (30,000) FCFA, payable dans des agence BICEC Cameroun au << AGENCE DE REGULATION DES MARCHES PUBLICS >> N° 97568660001-28 . La quittance doit identifier le payeur comme représentant de l'entreprise invité à participer à l'Appel d'Offres.
9. Le Dossier de consultation est composé des documents suivants:
 - 1 Avis de consultation
 - 2 Instructions aux soumissionnaires et règlement de la consultation
 - 3 Devis quantitatif et estimatif
 - 4 Cadre du devis estimatif, descriptif et quantitatif
 - 5 Les spécifications techniques
 - 6 Modèle de la lettre de soumission
 - 7 Modèle de contrat
 - 8 Les Modalités de la Fourniture
 - 9 Modèles des cautions bancaires
 - 10 Liste des banques agréées pour fournir les cautions pour les marchés publics
10. La période de validité des cotations est de quatre vingt dix (90) jours à partir de la date de remise des offres.



11. Le délai maximum pour la livraison des biens est de trente (30) jours à partir de la date de notification de l'ordre de service de démarrage des prestations.

12. Chaque cotation rédigée en Anglais ou en Français en sept (7) exemplaires, dont un(1) original et six (6) copies marqués comme tel, devra parvenir au Secrétariat du Coordonnateur du Projet LIFIDEP (réception) , Immeuble LIFIDEP, Ayaba Street, Bamenda, au plus tard le 18/2/2020 à 10 h et devra porter la mention :

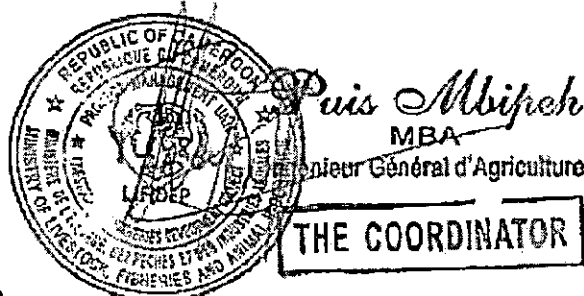
<< - DEMANDE DE COTATION N°: 38 RFQ/LIFIDEP/STB/2019 DU 18/2/2020 POUR LA FOURNITURE DE 3 VANS POUR LE TRANSPORT DU LAIT POUR LE PROJET DE DEVELOPPEMENT DE L'ELEVAGE ET DE LA PECHE(LIFIDEP) DE LA REGION DE NORD OUEST, CAMEROUN

A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT>>

13. L'ouverture des offres aura lieu 18/3/2020 à 11.00 h, heure locale (GMT+1), dans la Salle de Conférence, Rez de chaussée, Immeuble LIFIDEP, Ayaba Street, BP 442, Mankon Bamenda, en présence des soumissionnaires ou leurs représentants dûment mandatés, et ayant une bonne connaissance du dossier.

Pour tout acte de corruption, bien vouloir appeler ou envoyer un SMS au MINMAP aux numéros suivants : 673 20 57 25/699 37 07 48

Pour le Projet de Développement de L'Elevage et de la Pêche



CC:

- ARMP (pour publication et archivage)
- Président de la Commission de Passation des marchés auprès de LIFIDEP (pour information)
- Affichage (pour information)

2. INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONSULTATION

Quotation(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

2.1 Documents comprising the bid.

The bid presented by the supplier shall comprise the following documents:

- **The bid letter dated, and duly signed.**
- **The priced bill of quantities, duly filled, dated and signed.**
- **Descriptive Bill of estimates, specifications and quantities duly filled, dated and signed.**

2.2 PRICES: The prices should be quoted for supply and delivery to the LIFIDEP project office, Ayaba Street Bamenda.

Prices shall be quoted in FCFA

2.3 EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Contracting Authority will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the Contracting Authority will adjust for any arithmetical errors as follows:

- (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- (c) if a Supplier refuses to accept the correction, his quotation will be rejected.

In addition to the quoted price, the evaluated price shall include Value Added Tax (VAT) in Cameroon, which will be borne by the state of Cameroon, as IDB financing does not cover the payment of taxes and duties.

2.4 AWARD. The award will be made to the bidder offering the lowest evaluated price that meets the required standards of technical and financial capabilities and within the budget. The successful bidder will sign a Contract as per the attached form of contract and terms and conditions of supply.

2.5 VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of ninety (90) days from the deadline for receipt of quotation(s)

2.6 If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of suppliers for the project for two years and/or your bid bond executed.

2.7 The bidder whose quotation is accepted will be notified of the award of contract through the Letter of Acceptance issued by the Contracting Authority.



2.8 Under IsDB's Anticorruption Policy bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. IDB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the Contract. At the time of submission of your quotation, you should not be in IsDB's sanctions list.



3. BILL OF QUANTITIES

The following schedules shall be completed and submitted with the quotations.

PRICE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	MILK VAN (PICK UP ADAPTED WITH A COOLING SYSTEM)	u	3		

4. DESCRIPTIVE BILL OF ESTIMATES, ENTRY AND QUANTITIES.

(To be filled by the candidate and submitted with the bid)

Price N ^o	Description of item (specifications and characteristics of goods proposed)	Quantity	Unit price In figures and in words)	Total price	Delivery	
					Period (time)	Place



5. SPECIFICATIONS

a. 4wd pickup single cabin

ITEM	DESCRIPTION
Dimensions (Lxwxh) in mm	5330*1800*1795
Front tread (mm)	1510
Ground clearance (mm)	294
Rear tread (mm)	1520
Wheelbase (mm)	3085
BODY	
Body style	Pick-up single cabin
Number of doors	2 doors
WEIGHT/ CAPACITIES	
Curb weight (kg)	1910
Fuel tank capacity (L)	80
Fuel	Diesel
Eco standard	Euro 5
Gross vehicle weight (kg)	2820
ENGINE	
Displacement (cc)	2986
Engine Type	Cylinder in line
Fuel System	Carburetor
Fuel type	Diesel
Max power HP/rpm	95/4000
Max power kW/rpm	70/4000

Max torque Nm	197/2200
Number of cylinders	4
Valve drive mode	Overhead Camshaft
BRAKES	
Front brake	Ventilated discs
Parking brake	Manual
Rear brake	Drums
SUSPENSIONS	
Front suspension	Double triangle
Rear suspension	Leaf
TRANSMISSION	
Gearbox	Manual
Rear differential	Standard
Transfer box	Yes
Transmission	All time 4x4
PERFORMANCES	
Max speed (km/h)	145
WARRANTY	
Manufacturer's warranty	1 year
TYRES	
Tyre dimension	205 R16C OR 265/60/R18
Interior & Comfort	
Air conditioning	Manual
Car mat	Yes

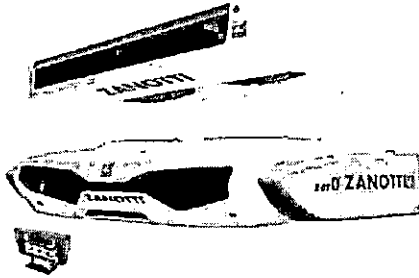
Central door locking	With PLIP
Connections	Bluetooth, USB
Driver footrest	Yes
Front seats	3
Gearshift & Brake lever	Urethane
Inside opener	Fuel lid
Loud speakers	2
Number of seats	3
Plug 12V	1
Power steering	Yes
Power windows	Front
Radio	Radio CD
Sequential electric windows	Driver
Steering wheel	Urethane
Steering wheel audio control	Yes
Sun visor	Yes
Upholstery	Vinyl
User guide	French, English
Adjustable side mirrors	Electric
Bumper - Front Rear	Black
Door handles	Black
Door mirrors	Black
Front bumpers	Black
Front grill	Black

Mudguards	Front, Rear
Rear bumpers	Black
Suspension	Standard
Towing hook	Front
Wheels	Steel with hubcap
Windscreen	Laminated, Tinted
Passive Safety	
Airbags	Side & Curtains, Passenger
Anti-theft alarm	Yes
Headrests	Front
Additional Tyre (spare)	1
Retractable steering wheel	Yes
Seatbelt pretensioner	Front
Seatbelts - Front	2 x 3 point + 1 x 2 point
Spare wheel	Steel
Active Safety	
ABS	Yes
Door unlock alert	Yes
Headlamp warning	Yes
Headlamps	Halogene
High position brake lamp	Yes
Seatbelt warning	Yes
Side turn lamp	Yes

b. **Refrigerated unit mounted on pickup**

Description of Conversion refrigerated	Refrigerator Zanotti Zero or equivalent
Superstructure Refrigerated Type (cooling chamber)	75mm panels for single cabin pickup
Minimum External length :	width 2300 mm
Minimum External width :	1500 mm
Minimum External height from cabin floor :	1150 mm
Roof : Sandwich panel 75 mm thickness (Polyester / Polyurethane / Polyester) RAL 9016 - Reinforcement cooling equipment - Two LED light internal with motion detector	75 mm
Right side : Sandwich panel 75 mm thickness (Polyester / Polyurethane / Polyester) - Two single 75 mm side doors with stainless steel frame and stainless countersunk bolt	
- Two stainless steel blade hinges - Position of the first 400 mm front door opening to the front - Position of the second sheet 5 of the first 00 mm opening towards the front - one socket "L" of 300 mm - Dimension 600 mm x 1400 mm (H)	
Left side : Sandwich panel 75 mm thickness (Polyester / Polyurethane / Polyester) - Two single 75 mm side doors with stainless steel frame and stainless countersunk bolt - Two stainless steel blade hinges - Position of the first 400 mm front door opening to the front - Position of the second sheet 5 of the first 00 mm opening towards the front - one socket "L" of 300 mm - Dimension 600 mm x 1400 mm (H)	
Frontal : Sandwich panel 75 mm thickness (Polyester / Polyurethane / Polyester) - Reinforcement equipment Cool two LED position lights (white) One socket "L" of 300 mm	
Rear : Sandwich panel 75 mm thickness (Polyester / Polyurethane / Polyester) - Closed back (no openings) - Two protective rubber pads - Two LED position lights (red) - One socket "L" of 300 mm	
Floor : Sandwich panel (100 mm thickness) reinforced with gray slip finish with overchassis for PU 4x4 - Drain holes x2 to evacuate liquids (front)	
Refrigerator equipment	Zanotti Zero or equivalent



Transport Refrigeration with a battery and direct drive split units zero	100 Ah
 <p>Unit with compressor (ZANOTTI or equivalent) installed on vehicle engine for nose-mounting or roof mounting application - Bearing structure in steel plate specially treated to resist atmospheric agents - Casing in ABS with UV protection</p>	
Rear spoiler protection - Side spoiler protection - Aluminum interior	



SAMPLE PICKUP ADAPTED WITH COOLING CHAMBER

f

6. BID LETTER

(To be filled and submitted with the bid)

To: _____ (Contracting Authority's Name)
_____ (Contracting Authority's Address)

We offer to execute the _____ (name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency) _____ exclusive of VAT. We propose to complete the delivery of Goods described in the Contract within the following Delivery Time ofdays from the Date of receiving the service note to supply the goods.

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

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the Request for Quotation document and the Terms and Conditions of Supply, respectively.

The discounts offered and methods of application of the said discounts are as follows..... ().

Payments due us shall be paid by bank transfer to account No.....
at.....bank in the name of.....

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the IDB sanctions list and have not been suspended from participating in Public contracts in the Republic of Cameroon.

Bids shall be valid for a period of 90 days from date of submission of bids

Authorized Signature: _____
Name and Title of Signatory _____
Name of Supplier: _____
Address : _____
Phone Number : _____
Fax Number, if any _____
Email address _____



7. FORM OF CONTRACT

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

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) terms and Conditions of Contract
 - (e) the Specification (including Schedule of Requirements and Technical Specifications)
 - (f) the completed Schedules (including Price Schedules)
 - (g) any other document listed as forming part of the Contract



3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and 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 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 *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

8. TERMS AND CONDITIONS OF SUPPLY

Project Name: **Livestock and Fisheries Development Project (LIFIDEP)**

Employer: **Livestock and Fisheries Development Project (LIFIDEP)**

Package No. **16**

8.1. Schedules for Supply: **Goods to be supplied in a single delivery.**

8.2. Fixed Price: The prices indicated in the Bid letter are firm and fixed and not subject to any adjustment during contract performance.

8.3. Performance guarantee: Within twenty (20) days of the notification by the employer, the supplier shall furnish the employer with a performance guarantee according to attached template. The performance guarantee is fixed at 5 % of the total contract amount.

The a performance guarantee shall be returned or liberated within a deadline of one (1) month (30 days) following the date of provisional reception of the goods, following a release order signed by the employer after a request from the supplier.

This release will be done on submission of the retention fund guarantee in the case where the warranty period is covered by a retention fund guarantee.

8.4. Delivery Schedule: The delivery should be completed as per above schedule within **thirty (30) days** from the date of receiving the service letter to execute the contract.

8.5. Insurance: The insurance of goods shall be the responsibility of the supplier.

8.6. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Republic of Cameroon.

8.7. Resolution of Disputes: The Employer and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Employer and the Supplier, the dispute shall be settled in accordance with the provisions of the arbitration law or rules of the Republic of Cameroon.

8.8. Delivery and Documents: Upon delivery, the Supplier shall provide the following documents to the Employer:

- (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;



The goods shall be delivered at the LIFIDEP project office, Ayaba Street, Bamenda and shall be received by an acceptance committee composed of:

1. The Project Coordinator of LIFIDEP or his Representative: Chairperson
2. A Representative of North West Development Authority(MIDENO): Member
3. The Project Procurement Expert of LIFIDEP: Member
4. The Livestock Expert of LIFIDEP: Secretary
5. Representative of the Ministry of Public Contracts: Member
6. Supplier or his Representative: Member/Observer.

The acceptance committee shall cross-check the conformity of the supplies with the prescriptions of the contract, and decides whether there are grounds in favor of acceptance.

Where the supply does conform, the committee shall rule for acceptance. A provisional acceptance report will then be prepared and shall be signed by all members of the committee and the supplier.

Such a report shall clearly state the number of items, the quality of packaging and compliance with contractual clauses.

Any damaged goods or goods not meeting the required specifications shall be rejected, and the supplier required to replace them within 14 days at the supplier's cost.

8.9. Payment: Payment of the contract price shall be made in the following manner after presentation of the contractor's invoice in a format and number of copies to be agreed upon with the Islamic Development Bank and including all supporting documents:

a) (Optional advance payment) 20% of contract amount. Payment shall be made upon presentation by Supplier, of a bank guarantee (According to template included) from a first class bank approved by the Ministry In charge of Finance in Cameroon, covering the amount of payment hundred percent (100 %)

b) 90% (or 70% if advance payment made), upon receipt and acceptance of the delivered goods by the Employer.

c) 10 % at the end of warranty period after fulfilling the contractual obligations during the warranty period and a final acceptance certificate delivered to the supplier.

Payments shall be made to the supplier by bank transfer to account No..... at.....bank in the name of.....

8.10. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Employer. This warranty will be covered by a retention guarantee representing 10% of the total contract amount as per the attached model. The guarantee shall be released within 30 days on request by the supplier after final acceptance of the goods.



- 8.11. Defects: All defects will be corrected by the Supplier without any cost to the Employer within 30 days from the date of notice by Employer.

The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Facility:

Address :.....

- 8.12. Force Majeure: The supplier shall not be liable for penalties 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.

For the purpose of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Employer in writing of such condition and the cause thereof. The Employer reserves the right to verify each declared case of Force Majeure. Unless otherwise directed by the Employer in writing, the Supplier shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

- 8.13. Required Technical Specifications: (as provided by in supplier's bid)

Supplier confirms compliance with above specifications.

- 8.14. Failure to Perform: The Employer may cancel the contract if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Employer, without incurring any liability to the Supplier.

- 8.15. Taxes. IDB Financing does not cover the payment of taxes, duties, fees and any other similar imposition as may be levied under applicable law. These taxes as well registration duties (**except fixed stamps fee**) are borne by the government of Cameroon.

- 8.16 The Liquidated Damages shall be: **1/2000 of the initial amount of the contract per calendar day for the first thirty (30) days of late delivery and 1/1000 beyond 30 days lateness in delivery.**

The Maximum Percentage of Liquidated Damages shall be: **Ten per cent (10 %) of the total contract amount.**

- 8.17 **Anti- Corruption and Anti- Fraud**

The Bank financing shall be used solely for the purposes of the Project. Indeed, the Client undertake to ensure that the proceeds of the Bank financing shall not be used to finance any expenditure related to any Corrupt, Fraudulent, Collusive, Coercive or Obstructive practices.



The Client as well as the Contractor, undertake to determine any Corrupt, Fraudulent, Collusive, Coercive or Obstructive practices once engaged in by its representatives or by the Contractor or by any third party having connection with the Services implementation, and taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

For the purposes of this Section:

- a) Coercive Practice: means any act or omission 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.
- b) Collusive Practice: means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another Party.
- c) Corrupt Practice: means the offering, giving, receiving or soliciting directly or indirectly, anything of value to influence improperly the actions of another Party.
- d) Fraudulent Practice: means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Party to obtain a financial or other benefit or to avoid an obligation.
- e) Obstructive practice: means,
 - (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Bank's 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
 - (ii) acts intended to materially impede the exercise of the Bank's access to contractually required information in connection with the Bank's investigation into allegations of a Corrupt, Fraudulent, Coercive or Collusive practice.

The client and the contractor, confirm the Bank's right to audit and examine the records and accounts of the Contractor as well as the accounts related to the Services implementation, and as they relate to the Project.

NAME OF SUPPLIER: _____
Authorized Signature: _____
Place: _____
Date : _____

9. BANK GUARANTEE TEMPLATES

9.1: Performance Security template

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [Name and Address of Employer]

Date:

Performance Guarantee No.:

We have been informed that [Name of the Contractor]. (hereinafter called "the Contractor") has entered into Contract No. [Reference number of the Contract]. dated with you, for the execution of [Name of contract and brief description of Works]. (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 Contractor, we [Name of the Bank]. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Name of the currency and amount in figures] ¹. (. [amount in words].) 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 Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of , ², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

.....
[Seal of Bank and Signature(s)]

Note -

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.*

² *Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

9.2 Advance payment guarantee template

The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (e.g., day, month, and year) of Bid Submission]

Bidding Process Reference: [insert number and title of bidding process]

[bank's letterhead]

Beneficiary: [insert legal name and address of Employer]

ADVANCE PAYMENT GUARANTEE No.: [insert Advance Payment Guarantee no.]

We have been informed that ***[insert name of the Supplier]***. (hereinafter called "the Supplier") has entered into Contract No. ***[insert reference number of the Contract]***. dated with you, for the *supply of Goods and Related Services* ***[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, an advance payment in the sum ***[insert currency and amount in figures]***¹(... . ***[insert currency and amount in words]***. . .) is to be made against an advance payment guarantee.

At the request of the Employer, we ***[insert name of the Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert currency and amount in figures]*** (. ***[insert currency and amount in words]***.) upon receipt by us of your first demand in writing. The Islamic Development Bank (IDB) shall be in a position to activate the guarantee without having to give further justifications where the supplier fails to perform his obligations under the contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number ***[insert Supplier's account number]*** at ***[insert name and address of the Bank]***.

. ***[Seal of Bank and Signature(s)]***.

Note –

All italicized text (including footnotes) is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

9.3 Retention fund guarantee

Bank.....

Reference of the guarantee: No.....

Addressed to [Indicate the Employer]

[Address of Employer]

Hereinafter referred to as the "the Employer"

Whereas..... [name and address of Supplier] hereinafter referred to "the Supplier" pledged, in execution of the contract, to carry out the supplies of [indicate the subject of the supplies]

Whereas it is stipulated in the contract that the retention fund fixed at 10% of the amount of the contract be replaced by a joint guarantee,

Whereas we have agreed to provide the Supplier with this guarantee,

We,.....[name and address of bank]

Represented by.....[names of signatories] and hereinafter referred to as "the bank",

Hence, we hereby affirm that on behalf of the Supplier, we guarantee and are responsible to the Employer for a maximum amount of.....
[in figures and words] corresponding to 10% of the contract price

And we pledge to pay to the Employer within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Supplier has not fulfilled his contractual obligations during the warranty period or is indebted to the Employer within the meaning of the contract amended where need be by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to 10% of the total amount of the supplies featuring in the final statement, without the Employer having to prove or give the reasons nor the reason for the amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this guarantee and we hereby incline to any amendment, addendum or change.

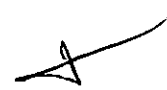
This guarantee shall enter into force upon signature and shall remain valid till the final acceptance of goods. It shall be released within thirty (30) days on request by the supplier after the final acceptance of the goods.

Any request for payment formulated by the Employer by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This guarantee shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank

At....., on.....



LIST OF BANKS AND FINANCIAL ORGANIZATIONS AUTHORIZED TO ISSUE BANK CAUTIONS IN PUBLIC CONTRACTS.

BANKS

1. Afriland First Bank (FIRST BANK), B.P 11 834 Yaoundé
2. Banque Atlantique du Cameroun (BACM) B.P 2 933 DOUALA
3. Banque Gabonaise pour le Financement International(BGFIBANK) B.P 600 DOUALA
4. Banque Internationale du Cameroun pour l'Epargne et le Credit (BICEC)
5. Bank of Africa Cameroun(BOA Cameroun)
6. Credit Communautaire d'Afrique Bank(CCA BANK)
7. Citibank Cameroun(CITIGROUP) B.P 4 571 DOUALA
8. Commercial Bank-Cameroon (CBC) B.P 4 004 DOUALA
9. Ecobank Cameroon (ECOBANK) B.P 582 DOUALA
10. National Financial Credit Bank (NFC Bank) B.P 6 578 Yaoundé
11. Société Commerciale de Banques-Cameroun (SCB-Cameroun) B.P 300 DOUALA
12. Société Générale Cameroun (SGC) B.P 4 042, DOUALA
13. Standard Chartered Bank Cameroon (SCBC) B.P 1 784, DOUALA
14. Union Bank of Cameroon PLC (UBC) B.P 15 569, DOUALA
15. United Bank of Africa (UBA) B.P 2 088, DOUALA
16. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME)

INSURANCE COMPANIES

1. Activa Assurances S.A B.P:12970/Douala;
2. AREA Assurances
3. Atlantique Assurances SA
4. Beneficial General Insurances
5. Chanas Assurances S.A. B.P: 109/Douala;
6. CPA SA
7. NSIA ASSURANCES
8. PROASSUR SA
9. SAAR SA
10. SAHAM ASSURANCES
11. Zenithe Insurance S.A B.P:1540/ Douala