REPUBLIC OF CAMEROON
Peace - Work - Fatherland

BAMENDA CITY COUNCIL
C2D PROGRAM «REGIONAL CAPITALS»
LOCAL COORDINATION UNIT

Request for Quotation

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for

Procurement of Goods:

Reference No.: *[001/RQ/BCC/ITB/2026]*

Name of the Project: *[Supply of Computers, audio-visual equipment, internet services, and furniture for the municipal library Bamenda]*

Purchaser: *The City Mayor of the Bamenda City Council*

Country: *Cameroon*

Issued on: *JULY 2026*

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Section I – Instructions to Suppliers

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RFQ Reference No.: *001/RQ/BCC/ITB/2026*

Date of issue: 21 AOUT 2026

Country: *Cameroon*

Name of the Project: ***Supply of Computers, audio-visual equipment, internet services, and furniture for the municipal library Bamenda***

To: INTERESTED SUPPLIERS

Sir/Madam,

1. **Request for Quotation (RFQ)**

The *City Mayor of the Bamenda City Council has received* financing from the Agence Française de Développement (AFD) to finance the cost of **supplying computers, audio-visual equipment, internet services, *and furniture to the Bamenda Municipal Library*.** The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which this Request for Quotation (RFQ) is issued.

The *City Mayor* herein calls for Quotations for the supply of Goods. For further details on the Goods, please refer to Section III – Purchaser's Requirements.

2. **Eligibility, conflict of interest, and prohibited practices**

AFD requires compliance with its rules and conditions regarding eligibility, fraudulent practices, conflicts of interest and social and environmental responsibility, as specified in Appendix A – Prohibited Practices Policy and social and environmental responsibility of Section V – Appendixes to the Conditions of the Contract, and the Statement of Integrity, Eligibility and Social and Environmental Responsibility as an appendix to the Quotation Submission Form.

The Supplier must sign the Statement of Integrity, Eligibility and Social and Environmental Responsibility annexed to the Quotation Submission Form and undertakes to respect and abide by its content.

In further pursuance of this policy, Suppliers shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers or suppliers to permit the AFD to inspect all accounts, records and other documents relating to the submission of the application, bid or quotation submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AFD.

3. **Acquisition of the consultation file**

The consultation file may be acquired from the Office of the Coordinator of the Local Coordination Unit upon presentation of a non-refundable treasury receipt of Thirty-one thousand (31,000) francs CFA bearing the name of the company.

4. **Performance Security**

The successful Supplier shall furnish the Performance Security as described in Section IV – Conditions of the Contract and in accordance with the form provided in Section V – Appendixes to the Conditions of the Contract, Appendix D.

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5. Validity of Quotations

The validity period of the Quotation shall be *45* days.

In exceptional circumstances, prior to the expiration of the validity period of the Quotation, the Purchaser may request Suppliers to extend the validity period of their respective Quotations. The request and the responses shall be made in writing. A Supplier may refuse to extend the validity of the Quotation. A Supplier responding positively to the request shall not be required or permitted to modify its Quotation.

6. Price

Prices shall be quoted as follows:

(a) For Goods to be supplied from the Country of Delivery:

(i) the price of EXW goods, including all customs duties, sales taxes, and other taxes already paid or payable on components and raw materials used in the manufacture or assembly of the Goods; and

(ii) any Country of Delivery's sales tax and other taxes that will be payable on the Goods if the contract is awarded to the Supplier; and

(iii) the price of domestic transport, insurance and other local services that may be required to transport the Goods to the Place of Destination ***[Bamenda Municipal Library and installation of the goods.***

(b) For Goods to be delivered from outside the Country of Delivery:

(i) **the price of the Goods CIP Place of Destination [*Bamenda Municipal Library in Bamenda Cameroon]; and***

(ii) sales taxes, customs duties, and other taxes that will be payable on the Goods in the Country of Delivery if the Contract is awarded.

(c) For Related Services specified in Section III – Purchaser's Requirements:

(i) the price of each item comprising the Related Services; and

(ii) sales taxes and other taxes applicable in the Country of Delivery, payable on the Related Services, if the Contract is awarded.

The contractual unit prices shall remain fixed for the duration of the Contract and shall not be revised.

The Supplier may set its price in a foreign currency of its choice in addition to the currency of the Country of Delivery (for any local cost, if applicable).

7. Clarifications

Any request for clarification regarding this RFQ shall be sent in writing to the Local Coordinator's office: Tel. 677 63 71 66, Email: lcuc2drcbamenda@gmail.com.before *[– **no later than 5 days before the submission deadline**]*. The Purchaser will send out its response to all Suppliers, including a description of the subject of the request for clarification, without identifying the inquirer.

8. Confidentiality

Information relating to the examination, evaluation, and comparison of the quotations, or recommendation of contract award, shall not be disclosed to Suppliers or any other persons not officially involved in the RFQ procedure until information on Contract Award is communicated to all Suppliers in accordance with Article 13 hereunder.

Any attempt by a Supplier to influence the Purchaser in the examination, evaluation, and comparison of the quotations, and qualification of the suppliers, or contract award decision may result in the rejection of its Quotation.

Notwithstanding the provisions of the preceding paragraph, from the time of bid opening to the time of Contract Award, if any Supplier wishes to contact the Purchaser on any matter related to the RFQ process, it shall do so in writing.

9. Preparation of Quotations

The Supplier shall bear all costs associated with the preparation and submission of its quotation, and the Purchaser shall not be responsible nor liable for those costs, regardless of the conduct or outcome of the RFQ process.

The Quotation shall comprise the following:

a) The Quotation Submission Form, alongside a written confirmation authorizing the signatory of the Quotation to commit the Bidder;

b) A certificate of bank domiciliation of the bidder issued by a bank approved by the Ministry of Finance of Cameroon or by a blue-chip bank abroad;

c) Certificate of non-exclusion from Public Procurement issued by the body in charge of the regulation of public procurement of Cameroon (ARMP);

d) Certificate of non-bankruptcy issued by the Court of First Instance or other competent institution, depending on the country of the entity;

e) Certificate issued by the competent authority of the tax administration certifying that the entity has made the regulatory tax declarations (taxpayer card/UDI, Certificate of tax compliance, etc.);

f) Certificate issued by the competent authority of the Social Security Administration certifying that the entity is in good standing with its social obligations.

g) The applicable price forms, completed in accordance with the provisions of Article 6 and forms provided in Section II – Quotation Forms;

h) The Bid-Securing Declaration is established in accordance with the provisions of Article 5 and the form provided in Section II – Quotation Forms, if applicable;

i) The Statement of Integrity, Eligibility and Social and Environmental Responsibility, duly signed in accordance with the provisions of Article 2 and the form provided in Section II – Quotation Forms;

j) Documentary evidence that the Goods and Related Services conform to the RFQ;

k) Receipt of purchase of RFQ;

10. Submission of Quotations

(a) Quotations shall be submitted written in French or English in Seven (07) paper copies, the original, six (06) copies marked as such and one (01) digital copy, and must reach the **Secretariat of the Local Coordination Unit of C2D "Regional Capitals" in Bamenda, located at up station behind the Regional Delegation of Housing and Urban Development of the North West Region in Bamenda**, latest 11 SEPT 2026 at 10.00 A.M.

It remains the responsibility of the Supplier to send its Quotation file to the Purchaser before the deadline for submission of the Quotations, according to the way and method indicated in this RFQ.

11. Opening of Quotations

Quotations will be opened by the Purchaser's representatives after the deadline for submission of Quotations.

The opening session of the Quotations will take place at the following address, date, and time:

Street: MULANG

Floor /Office Number: 3ND FLOOR BAMENDA CITY COUNCIL TENDERS BOARD HALL

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City: BAMENDA

Country: CAMEROON

Date: 11 SEPT 2026

Time: 11:00 AM PROMPT

No minimum number of Quotations received is required to proceed with the opening session.

12. Evaluation of Quotations

12.1 Technical Evaluation of Quotations

The Quotations will be evaluated to ensure compliance with the Purchaser's Requirements, delivery and completion schedules, and any other requirements in the RFQ.

A substantially responsive Quotation is one that meets the requirements of the RFQ, 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 Contract; or

   ii) Limit in any substantial way, inconsistent with the RFQ, the Purchaser's rights or the Supplier's obligations under the proposed Contract; or

b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive quotations.

The Purchaser shall examine the technical aspects of the quotation, in particular, to confirm that all requirements of Section III have been met without any material deviation or reservation, or omission. If a Quotation is not substantially responsive to the requirements of the RFQ, it shall be rejected by the Purchaser.

Elimination criteria:

- Incomplete bid
- Absence of Bid Security Statement;
- Non-compliant offer (False declaration, substitution, or falsification of documents);

12.2 Price of the Quotation

"The comparison shall be carried out on the basis of CIP *[Place of Destination]* prices for Goods to be supplied from outside the Purchaser's, alternatively, on EXW prices plus the cost of domestic transportation, insurance, and local services required to the Place of Destination, for goods supplied from within the Country of Delivery, whichever applies; as well as prices for any Related Services required. The price evaluation shall not take into account customs duties and other taxes levied on imported goods, or VAT and similar taxes due in connection with the sale or delivery of Goods or Related Services."]

12.3 Evaluation

""Quotation will be evaluated by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation however, and provided that the Quotation is substantially responsive, the highest price of the item quoted by substantially responsive Suppliers will be added to the Quoted Price and the equivalent total cost of the Quotation so determined will be used for price comparison."]

12.4 Conversion into a single currency

All prices shall be given in Franc CFA and there shall be no conversion of currency

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Evaluation Grid

Criterion	Weight
Price (lowest evaluated cost)	70%
Technical compliance with specifications	20%
Delivery and completion schedule	10%

Proposed scoring for delivery time:

- Full points (10%) for suppliers proposing delivery within the maximum allowed period (≤ 45 days);
- Partial points (5%) for delivery within 60 days;
- Zero points (0%) for delivery beyond 60 days.

13. Contract Award

The contract will be awarded to the Supplier(s) who:

(a) is eligible under Article 2,
(b) offers the lowest evaluated price,
(c) provides a technically compliant Quotation, and
(d) guarantees delivery in accordance with the delivery period defined in Section III – Purchaser's Requirements.

And has been evaluated in accordance with the evaluation methodology specified in Article 12 above

Upon notification of Contract Award, the Purchaser reserves the right to increase or decrease the quantity of supplies and related services originally specified in Section III – Purchaser's Requirements, provided that such change does not exceed the following percentages:

- Quantities may be increased by: *15%*
- Quantities may be reduced by: *5%*

and without any modification of the unit prices or other conditions of the Quotation and the RFQ.

Before the expiration of the validity period of the Quotation, the Purchaser shall notify the successful Supplier that its Quotation has been accepted. The notification letter (in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

At the same time, the Purchaser shall also notify all other Suppliers of the results of the Request for Quotations.

Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

The Purchaser shall promptly respond in writing to any unsuccessful Supplier who, after notification of award, requests in writing the grounds on which its Quotation was not selected.

Promptly after notification, the Purchaser shall send the successful Supplier the Contract Agreement.

On behalf of the Purchaser:

Copy:

- MINDHU/CCU
- BCC
- ARMP/NORTHWEST
- RDMINMAP
- C2D STADE
- AFD
- SOPECAM, for publication
- Display

THE CITY MAYOR
BAMENDA CITY COUNCIL

REPUBLIQUE DU CAMEROUN
REPUBLIC OF CAMEROON
MAIRE DE LA VILLE
COMMUNAUTE URBAINE

ACHOBONG TAMBENG Paul

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Section II – Quotation Forms

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Quotation Submission Form

[The Supplier shall prepare this Quotation Submission Form on a Letterhead paper specifying the Supplier's name and address]

Date: ______________________________

RFQ No.: ______________________________

To: ____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Request for Quotation documentation;

(b) We offer to supply in accordance with the RFQ and the delivery schedule specified in the Purchaser's Requirements, the following Goods (and Related Services): ______________________________
____;

(c) The total price of our Quotation is:

(i) In the case of only one lot, the total price of the Quotation is ______________________

(ii) In the case of multiple lots, the total price of each lot is ______________________

(iii) In case of multiple lots, the total price of all lots (sum of all lots) is ______________________

(d) Our Quotation shall be valid for a period of ______________________ days from the quotation submission deadline in accordance with the RFQ, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our Quotation is accepted, we undertake to obtain a performance security;

(f) We understand that this Quotation, together with your written acceptance of such Quotation thereof included in the Notification of Contract Award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(g) We understand and accept that the Purchaser reserves the right to annul the RFQ process and reject all Quotations at any time prior to Contract Award, without thereby incurring any liability to Suppliers; and

(h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraudulent practices.

Name of the Supplier____

Name of the person duly authorized to sign the Quotation on behalf of the Supplier[1] ________________

Title ____

Signature ____

Date ____

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[1] In case of a joint venture, enter the name of the Joint Venture as Supplier. The power of attorney given by the Supplier to the authorized person shall be attached to the Quotation.

Appendix to the Quotation Submission Form

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Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the Bid/Proposal/Contract signed[1] ____________________ (the **"Contract"**)
To: ____ (the **"Contracting Authority"**)

1. We recognize and accept that Agence Française de Développement ("**AFD**") only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services, or non-consulting services.

2. We hereby certify that neither we, nor any person acting on our behalf,[2] nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:

   2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;

   2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution[3] having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:

      a) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);

      b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;

      c) Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;

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[1] In the case of a Contract already signed to be refinanced.

[2] Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

[3] Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010[4] (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);

2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;

2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

3. We hereby certify that neither we, nor any party acting on our behalf[5], nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:

   a) Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions measures** adopted by the United Nations, the European Union and/or France;

   b) Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions measures** adopted by the United Nations, the European Union and/or France;

   c) Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.

4. We hereby certify that neither we, nor any party acting on our behalf,[2] nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been *(in the case of refinancing for a Contract already awarded)*] in any of the following situations of conflict of interest:

4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.

4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;

4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;

4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the

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[4] World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

[5] Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

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procurement process in question, and that contain provisions likely to favor an application, bid or proposal;

4.6 Having or having had access to, having prepared ourselves, being ~~or having~~ been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;

4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.

5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

6. In the context of the procurement and performance of the Contract:

6.1 Neither we, nor any party acting on our behalf,[2] nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled "AFD Group's Policy to Prevent and Combat Prohibited Practices" available on AFD's Website.[6]

6.2 Neither we, nor or any party acting on our behalf,[2] nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided *(in the case of refinancing for a Contract already awarded)*] in sectors subject to an embargo by the United Nations, the European Union or France.

7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,[2] any members of our joint venture, and any of our subcontractors undertake to:

7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.

7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.

7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.

7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.

7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized

[6] For informational purposes, this policy can be accessed *via* the following link: https://www.afd.fr/en/combating-corruption.

representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

8. We, any party acting on our behalf,[2] the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.

9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent) (*):

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)
______________	______________	______________	______________
______________	______________	______________	______________

(*): If no amount has been paid or is to be paid, indicate "None".

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: ______________________ In the capacity of: ______________________
Duly empowered to sign in the name and on behalf of:[7] ______________________
Signature: ______________________
Dated: ______________________

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[7] In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.

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Quotation for Goods: Price Schedule 1

For Goods to be supplied from outside the Country of Deliver

1	2	3	4	5	6	7	8
Line Item No.	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit(No. of units)	Unit price CIP [if applicable] *FCA* [named place]	Estimated customs duties, VAT and other taxes paid or payable per item if Contract is awarded	Total Price per item (excluding taxes) (Columns 5x6)
[insert Item number]	*[Insert identification of the item]*	*[insert country of origin of the item]*	*[insert delivery date offered]*	*[insert quantity and unit of measurement]*	*[insert CIP [or FCA] unit price and currency for the item]*	*[insert, per article, customs duties, VAT and other taxes due if the Contract is awarded, and currency]*	*[insert total cost per item excluding taxes listed in column 7 and currency]*
						Quotation price (excluding taxes)	
						Estimated total amount of customs duties, VAT and other taxes due if the Contract is awarded	

Name of the Supplier: *[insert full name of the Supplier]*

Signature of the duly authorized person: *[insert signature]*

Date: *[insert date]*

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Quotation for Goods: Price Schedule 2

For Goods to be supplied from the Country of Delivery

1	2	3	4	5	6	7	8
Line Item No.	Description of Goods	Delivery Date at the agreed destination	Quantity and physical unit	EXW Unit Price	*[IF APPLICABLE]* Price per item for inland transportation, insurance and other local services required in the Country of Delivery to route supplies to [*final destination*]	Estimated customs duties, VAT and other taxes paid or payable per item if Contract awarded	Total Price per item excluding taxes (4x(5[+6 *if applicable*]) columns)
[insert Item number	*[Insert identification of the item]*	*[insert delivery date offered]*	*[insert quantity and unit of measurement]*	*[insert EXW unit price and currency for the item]*	*[insert price and currency including land transportation, insurance and other local services required in Country of Delivery, per item]*	*[insert, by article, customs duties, VAT and other taxes due if the Contract is awarded, and currency]*	*[insert total price for line item excluding taxes listed in column 7, and currency]*
						Quotation price (excluding taxes)	
						Estimated total amount of customs duties, VAT and other taxes due if the Contract is awarded	

Name of the Supplier: *[insert full name of the Supplier]*

Signature of the duly authorized person: *[insert signature]*

Date: *[insert date]*

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Quotation for Related Services: Price Schedule 3

1	2	3	4	5	6
Service No.	Description of the Service (excluding ground transportation and other local services required in the Country of Delivery to deliver the supplies to the final destination)	Quantity (No. of units)	Unit price excluding taxes listed in column 5	Estimated customs duties, VAT and other taxes, per service, due if the Contract is awarded	Total price per service (3x4 columns)
[insert Service number	*[insert service name]*	*[insert quantity and unit of measure identification]*	*[insert unit price for service and currency]*	*[insert customs duties, VAT and other taxes due if the Contract is awarded, and currency]*	*[insert total price for service excluding taxes listed in column 5, and currency]*
				Quotation price (excluding taxes)	
				Estimated total amount of customs duties, VAT and other taxes due if the Contract is awarded	

Name of the Supplier: *[insert full name of the Supplier]*

Signature of the duly authorized person: *[insert signature]*

Date: *[insert date]*

Total Quotation: Price Schedule 4

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The total prices for the supply and delivery of the Goods, including Related Services are as follows:

Price Schedule	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Related Services: Price Schedule 3 *[if applicable]*	
Total Quotation (excluding customs duties, VAT and other taxes due if the Contract is awarded)	
Estimated total amount of customs duties, VAT and other taxes due if the Contract is awarded	

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Form of Bid-Securing Declaration

Date: ____________________

RFQ No.: _____

To: *[Name of Purchaser]*

We, the undersigned, declare that:

In accordance with your Request for Quotation No. _____, Quotations must be accompanied by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser of a period of time of **Five years** starting on the date of publication of this tendr, *if we are in breach of our obligation(s) under the RFQ conditions, because we:*

- Have withdrawn our Quotation during the validity period of the Quotation specified in the Quotation Submission Form, or any extension thereto provided by us; or
- Having been notified of the acceptance of our Quotation by the Purchaser during the validity period of the Quotation or any extension thereto accepted by us, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required in accordance with the RFQ.

We understand that this Bid-Securing Declaration shall expire if we are not the successful Supplier, upon the earlier of:

a) our receipt of your notification to us of the name of the successful Supplier; or

b) Twenty-eight (28) days after the expiration of our Quotation.

Signature:

Name and Title: ____

Duly authorized to sign* the Quotation for and on behalf of: [*indicate the full name of the Supplier]*

Date: _______________.

Stamp (if appropriate)

[Note: In the case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members of the Joint Venture that submits the bid.]

* Attach power of attorney given by the Supplier

PART TWO – Supply Requirements

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Section III – Purchaser's Requirements

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1. Supply List and Delivery Schedule

Line Item No.	Description of Goods	Quantity	Physical unit	Place of Destination[1]	Delivery period from Date of Signature of Contract
	Conference table with a 20-chair capacity	*1*	*U*	*Bamenda Municipal Library*	*45 Days*
	4 in 1 work station	*4*	*U*		
	Chairs for conference table	20	U		
	Chairs for workstation	16	U		
	Office table	2	U		
	Office chairs	2	U		
	A computer for a workstation (CPU, 32-inch screen, mouse, keyboard	8	U		
	75-inch SAMSUNG screen for video conferences with a movable stand/carrier	1	U		
	Microphone for Conference tables	20	U		
	Audiovisual amplifier with 4 mountable speakers and all accessories	1	U		
	Stabilizers	6	U		
	Power backup	6	U		
	Distributors	6	U		
	Internet services	1	LS		

[1] To be indicated if Article 6 (a) (iii) of the RFQ applies, and/or if Option 1 of Article 6(b)(i) of the RFQ is selected.

2. List of Related Services and Completion Schedule

Service	Service Description	Quantity required[2]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No.]	*[insert description of Related Services]*	*[insert the quantity of items to be supplied]*	*[insert unit of measure]*	*[place of performance of the service]*	*[insert required completion date(s)]*
	Training	3	sessions	Municipal Library Bamenda	
	Maintenance for 3 months period	3	visits	Municipal Library Bamenda	

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[2] If applicable.

3. Technical Specifications

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The Goods and Related Services shall comply with the following specifications and standards:

Item	Specifications	Image
Conference Table	Capacity: 20 chairs	
Material: Hardwood with laminated finish		
Dimensions: 500cm x 150cm x 75cm		
Color: Dark brown		
4-in-1 Workstation	Configuration: 4 user stations	
Material: MDF wood with metal frame		
Dimensions: 240cm x 120cm x 75cm		
Storage: Integrated drawers and cable management system		
Chairs for Conference Table	Type: Executive high-back chairs	
Material: Leather with metal base		
Ergonomics: Adjustable height, lumbar support, swivel base		
Chairs for Workstation	Type: Mesh-back ergonomic chairs	
Material: Fabric with plastic frame		
Ergonomics: Adjustable armrests, lumbar support, breathable mesh		
Office Table	Dimensions : 160cm x 80cm x 75cm	
Material: MDF wood with metal legs		
Storage: Single drawer with lockable storage		
Office Chairs	Type: Mid-back-office chairs	
Material: Fabric with metal base		
Ergonomics: Adjustable height, swivel base, padded armrests		
Computer for Workstation	CPU: Intel Core i5, 8GB RAM, 512GB SSD	
Screen: 32-inch Full HD LED		
Accessories: Wireless mouse and keyboard		

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75-inch Samsung Screen for Video Conferences	Brand: Samsung	
Size: 75 inches		
Resolution: 4K UHD		
Connectivity: HDMI, USB, Wi-Fi, Bluetooth		
Microphone for Conference Table	Type : Omni-directional conference microphone	
Connectivity: USB and Bluetooth		
Audio-visual amplifier with 4 mountable speakers and all accessories	Multi-Zone Mixer/Amplifier Combo (COMBO240) Power Output: 240W Features: This amplifier supports 5 zones and 6 inputs, making it versatile for various audio distribution needs.	
	2. Multi-Zone Mixer/Amplifier Combo (COMBO240) Power Output: 240W Features: This amplifier supports 5 zones and 6 inputs, making it versatile for various audio distribution needs. Norden Wall/pole Mount Speaker 20W (Model: NVS-L1002020WS) Material: High-Quality ABS Plastic Driver Unit: 4-inch driver Rated Power: 20W Frequency Response: 160 Hz – 20 kHz Sensitivity (1m, 1W): 88 dB ±2 dB Maximum SPL (1m): 101 dB ±2 dB Input Voltage/Impedance: 70V/100V, 8Ω Power Taps: At 70V: 2.5W / 5W / 10W / 20W At 100V: 5W / 10W / 20W At 8Ω: 20W Coverage Angle (HxV): 170° x 110° Input Connector: Two-wire cable Operating Temperature: -25°C to +55°C Dimensions (HxWxD): 198 x 151 x 127 mm Weight: 1.5 kg	
Stabilizers	Type: Automatic voltage regulator	

Capacity: 5KVA		
Power Backup		
Distributors	Type: Power surge-protected extension units	
Capacity: 6-outlet, 220V		
Internet Services (Unlimited)		
Minimum Speed: 250 Mbps		
Type: Fibre optic broadband		

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4. Training

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Proposed Training Sessions

Session	Proposed Topic	Objectives	Target Group	Duration	Estimated Participants
1	Digital Literacy and ICT Tools for Library Operations	Build staff capacity to use Core i5 computers, Microsoft Office Suite, email, and online research tools for cataloging and communication.	All library staff (technical and administrative)	3 days	15–20
2	Library Management Systems and Digital Cataloguing	Introduce digital cataloguing, metadata management, and use of open-source library software (e.g., Koha or Greenstone).	Librarians, IT personnel	3 days	10–15
3	Audiovisual Equipment and Internet-Based Services Management	Train staff to set up, operate, and maintain audiovisual equipment (TV, amplifiers, microphones) and manage internet connectivity (Wi-Fi, content sharing, videoconferencing).	Technical staff and library assistants	2 days	10

Training Methodology

- Approach: Hands-on and practical sessions conducted at the Municipal Library premises;
- Trainers: Qualified ICT and library science professionals with experience in municipal or academic library systems;
- Materials Provided: Training manuals, digital guides, and demonstration equipment. Language of Instruction: English;
- Evaluation: Pre- and post-training assessments with a short report summarizing outcomes and recommendations.

Expected Outcomes

- Library staff capable of independently managing new digital and audiovisual systems;
- Improved access to online resources and user services;
- Sustainable use and maintenance of equipment procured under the C2D program.

Summary of Estimated Training Inputs COPIE CERTIFIEE CONFORME

Item	Quantity	Unit	Description
Trainers	3	sessions	Professional trainers (ICT, library management, audiovisual)
Training materials and manuals	30	copies	Printed and digital materials
Refreshments & logistics	3	sessions	Light catering for participants
Certificates and/ reports	30/3	sessions	Documentation and evaluation summary

5. Maintenance

Maintenance Scope

Equipment Category	Activities to be Performed	Deliverables / Outputs
Computers and IT Systems	• Inspect hardware and clean internal components • Update software, antivirus, and operating systems • Check network connectivity and performance	Maintenance checklist, software update report
Audiovisual Equipment (TV, Amplifiers, Microphones, Speakers)	• Test all devices for proper sound and image quality • Calibrate settings and replace faulty connectors or cables • Verify functioning of conference system	Audio-visual performance report
Internet Services and Network Equipment	• Check router/modem configurations • Test internet speed and Wi-Fi coverage • Perform security updates	Internet performance and security report
Power and Electrical Systems (Stabilizers, UPS, Distributors)	• Test voltage stability and battery capacity • Clean and inspect power distributors and cabling • Replace damaged plugs or fuses if needed	Power systems inspection report
Furniture and Workstations	• Check for physical stability, loose joints, or damage • Tighten, repair, or polish as needed	Furniture maintenance report

Proposed Maintenance Schedule

Visit	Period After Installation	Focus Area
Visit 1	1 month after delivery	Initial system verification and corrections after installation
Visit 2	2 months after delivery	Preventive maintenance and system optimization
Visit 3	3 months after delivery	Final inspection and end-of-warranty verification

Expected Outcomes

- All systems remain fully functional throughout the warranty period;
- Early detection and correction of technical issues;
- Assurance of proper use and maintenance of AFD-funded assets;
- Delivery of maintenance reports after each visit.

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PART THREE – Contract

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Section IV – Conditions of the Contract

1. **Definitions**	1.1	The following terms and expressions shall have the meanings hereby assigned to them: (a) "AFD" means the Agence Française de Développement ; (b) "CC" means the Conditions of the Contract. (c) "Completion" means the fulfillment of the Related Services, as applicable, by the Supplier and in accordance with the terms and conditions set forth in the Contract. (d) «Contract» means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including al attachments, appendices, and all documents incorporated by reference therein. (e) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto. (f) "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. (g) "Country of Delivery" is the country **identified in Article 2 of the CC.** (h) "Day" means calendar day. (i) "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. (j) "Party" means the Purchaser or the Supplier, as the context requires, and "Parties" means both of them. (k) "Place of Destination" is the location **identified in Article 2 of the CC.** (l) "Purchaser" means the entity purchasing the Goods and Related Services, as applicable, **as specified in Article 2 of the CC.** (m) "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. (n) "Subcontractor" means any natural person, private or state entity, or any combination of the above, to whom any part of the Goods or Related Services is subcontracted by the Supplier. (o) "Supplier" means any natural person, private or public entity or any combination thereof, whose offer has been accepted by the Purchaser and which is designated as such in the Contract Agreement.

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2. Purchaser, Country of Delivery, Place of Destination	2.1	The Purchaser is the city *Mayor Of the Bamenda City Council*
	2.2	The Country of Delivery is: *Cameroon-Bamenda*
	2.3	The Place(s) of Destination and the project site(s) are: *Bamenda Municipal Library*
3. Incoterms	3.1.	The meaning of the trade terms shall be as prescribed by Incoterms, published by the International Chamber of Commerce (ICC), version 2020.
4. Notices and addresses for Notices	4.1.	Any Notice given by one Party to another under the Contract must be in writing and communicated via the fastest available means, i.e. e-mail with acknowledgment of receipt. **Address for Notice to Purchaser:** *Dr. Njeta Bertrand NCHANJI* *Contract Manager* *Coordinator of the Local Coordination Unit Bamenda* *Behind the Regional Delegation of Housing and Urban Development Station* ***[njetabetrand@gmail.com]*** **Address for Notice to Supplier:** *[insert name of agent authorized to receive notifications]* *[title/position]* *[department/unit]* *[address]* ***[E-mail Address]***
5. Governing law	5.1	The Contract shall be governed by and interpreted in accordance with the laws of Cameroon
6. Settlement of Disputes	6.1	[Contract with a Supplier national of the Country of Delivery: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchase's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.
7. Shipment and other documents to be provided	7.1.	Delivery of the Goods and Completion of the Related Services, if any, must comply with the Purchaser's Requirements. Details on shipment and other documents to be provided by the Supplier are as follows: The above documents must be sent to the Purchaser at the time of shipment. They shall be received by the Purchaser at least one week before the arrival of the Goods at destination and if the documents are not received before the arrival of the Goods, the Supplier will be responsible for the expenses resulting therefrom.

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8. Contract Price	8.1. The Contract Price is:_____ **tax excl.** *[insert amount excluding customs duties, VAT and other taxes due in the Country of Delivery, and currency] and the* amount of customs duties, VAT and other taxes due in the Country of Delivery is ____ *[insert amount of duties and taxes, and currency].* 8.2. The unit prices of Goods and Related Services supplied/performed under the Contract shall not be different from the prices offered by the Supplier and accepted by the Purchaser.
9. Terms of Payment	9.1. Payment for Goods and Related Services shall be made in the currency or currencies specified in the relevant Price Schedule. **Payment of Goods supplied from the Country of Delivery:** (i) **Down Payment:** Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of the signing of the Contract upon submission of a request for payment for the concerned amount «and a bank security for an equivalent amount valid until delivery of the Goods and established according to the Down Payment Security form provided in the RFQ or a different form acceptable to the Purchaser».] (ii) **On Delivery:** Eighty (80) percent of the Price of the Goods delivered shall be paid within fifteen (15) days after submission of the documents specified in Article 7 of the CC. (iii) **On Acceptance:** Ten (10) percent of the Price of the Goods delivered shall be paid to the Supplier within fifteen (15) days after the submission of a request for payment accompanied by the acceptance certificate of such Goods, issued by the Purchaser. **Payment of Related Services** 9.2. Payments to the Supplier will be made to the following bank account: *[Indicate the bank account(s)]*
10. Taxes and Duties	10.1 For Goods supplied from a country other than the Purchaser´s Country, the Supplier will be fully responsible for all taxes, duties and charges due outside the Purchaser´s Country. 10.2 The payment of taxes, duties and fees applicable to the Contract is specified in the table below.

Applicable taxes, duties and fees	Rate (percentage)	Terms of payment to the tax authorities of the Country of Delivery		
		a) Exemption from payment	b) Payment by the Supplier	c) Direct payment by the Purchaser on behalf of the Supplier

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Value Added Tax (VAT) or equivalent				
Invoices from the Supplier based in the Country of Delivery	19.5%			n/a
Invoices from the Supplier based outside the Country of Delivery			n/a	
Contract registration fees				
Contract registration fees	7%			
Customs duties				
Customs duties on Goods imported and paid for in connection with the performance of the Contract				

		If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Country of Delivery, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	10.3	If the Supplier is entitled to exemptions, reductions, allowances or tax privileges in the Country of Delivery, the Purchaser shall endeavor to allow the Supplier to benefit up to the maximum permitted.
		In the event of an exemption applicable to the Contract, the Purchaser shall provide the Supplier with an exemption certificate, or any equivalent proof, within thirty (30) days after signature of the Contract.
11. Performance Security	11.1	The Supplier shall, within _________ *20 Calendar* days of the Notification of Contract Award, the Supplier will provide a Performance Security.
	11.2	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.
	11.3	The amount of the **Performance Security shall be 10%** of the Contract Price denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser. The Performance Security shall be in the form provided in Appendix D of this Contract.
	11.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier no later than twenty-eight (28) days following the date of completion of the Supplier's obligations under the Contract.
12. Subcontractors	12.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
13. Specifications and Standards	13.1	The Goods and Related Services, if applicable, supplied under this Contract shall conform to the technical specifications and standards mentioned in the Purchaser's Requirements. When no applicable standard is mentioned, the applied standard shall comply with, at least, the official standards whose application is appropriate in the Country of Delivery of the Goods, or the place where Related Services shall be performed, if applicable.
14. Packing, marking and documentation	14.1	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.
	14.2	The packaging, marking, and documentation within and outside the packages shall be:
15. Insurance cover	15.1	The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in accordance with the applicable Incoterms specified in Article 3 of the CC.
16. Transportation	16.1	Responsibility for transportation of the Goods shall be as specified in the Incoterm specified in Article 3 of the CC.
17. Inspections and Tests	17.1.	The Supplier shall carry out, at its own expense and at no cost to the Purchaser, all such tests and/or inspections of the Goods and Related Services, if any, as specified in the Purchaser's Requirements.
	17.2.	The inspections and tests may be conducted on the Supplier's or Subcontractor's premises, at the point of delivery and/or at the Place of Destination of the Goods, or at any other location, as specified in the Purchaser's Requirements. Subject to Article 17.3 of the CC, 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 provided to inspectors, free of charge.
	17.3.	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in Article 17.2 of the CC, provided that the Purchaser bears 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.
	17.4.	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.
	17.5.	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 Purchaser's Requirements, codes and standards under the Contract, provided that the Supplier's reasonable cost 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.
	17.6.	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

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	17.7.	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 Purchaser's Requirements. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the Purchaser's Requirements at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving notice in accordance with Article 17.5 of the CC.
	17.8.	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 Article 17.7 of the CC, shall release the Supplier from any warranties or other obligations under the Contract.
	17.9.	Inspections and tests will be conducted at Bamenda Municipal Library
	17.10.	Following the inspections and tests, the Purchaser will provide the Supplier with an acceptance certificate of the delivered Goods when it determines that they meet the Purchaser's Requirements and the Contract Conditions.
18. Delivery Date and Completion Date	18.1	The Delivery Date of the Goods shall be: *[________________]*.
	18.2	The Completion Date for Related Services is: ________________
19. Liquidated damages	19.1	The **liquidated damage shall be _0.5**% of the price of the delayed Goods, or unperformed Related Services, for each week or part of a week of delay until delivery or Completion. The maximum amount of liquidated damages shall be 10% of the Contract Price. Once the maximum amount is reached, the Purchaser may terminate the Contract under Article 26 of the CC.
20. Warranty	20.1	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.
	20.2	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.
	20.3	The **warranty shall remain valid for 3 months after the Goods**, or any portion of the Goods as the case may be, have been delivered to and accepted at Place(s) of Destination, or for 6 months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
	20.4	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.
	20.5	Upon notification by the Purchaser of a defect in the Goods during the warranty period specified in Article 20.3 of the CC, the Supplier shall repair or replace the Goods within **3 days maximum**.

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	20.6	If having been notified, the Supplier fails to remedy the defect within the period specified in Article 20.5 of the CC, 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.
	20.7	For purposes of the warranty, the place(s) of final destination(s) shall be: ***Bamenda Municipal Library***
21 Copyright	21.1	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.
22 Prohibited practices	22.1	AFD requires compliance by the Parties with its policy in regard to Prohibited practices, as set forth in Appendix A to the Conditions of the Contract.
23 Inspections and Audit by the AFD	23.1	The Supplier must 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 lots.
	23.2	The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD.
24 Limitation of Liability	24.1	Except in cases of criminal negligence or willful misconduct: (a) Neither Party shall be liable to the other for any indirect or consequential loss or damage, loss of use, loss of production or loss of profit or financial costs, being understood that this exception does not apply to any of the Supplier's obligations to pay liquidated damages to the Purchaser. (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, 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.
25 Force Majeure	25.1	The Supplier shall not be liable for forfeiture of its Performance Security (if required), 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.
	25.2	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,

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		acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.
	25.3	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.
	25.4	If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to find a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.
26 Termination	26.1	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 and any or all of the Related Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser; or (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 Prohibited practices in contravention of Article 22.1 of the CC, at the stage of its selection or during the execution of the Contract. (b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable 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 if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.
	26.2	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.
	26.3	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 if applicable and for materials and parts previously procured by the Supplier.
Additional clauses	

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Section V – Appendixes to the ~~Conditions of the~~ Contract

Appendix A – Prohibited Practices Policy and Environmental and social responsibility

1. Prohibited Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, reffering to acts as defined in the "General Policy to Prevent and Combat Prohibited Practices"[1] available on the AFD website and in the document titled "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries"[2].

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person[3] or any of its subcontractors, Directors[4], employees or agents (be it declared or not), may not be awarded an AFD-financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD-financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, innncluding the inspection of their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD's Investigations Function, either:

- By e-mail, to the address investigationsGroupeAFD@tutanota.com, or
- By sending a letter to AFD's Compliance Department, 5 rue Roland Barthes, 75012 Paris.

2. Environmental, Social, Health and Safety (ESHS) Responsibility, and Security

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

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[1] For more information, this Policy is available on the following link : https://www.afd.fr/en/combating-corruption

[2] For more information, the Procurement Guidelines are available on the following link : https://www.afd.fr/en/bid-invitations-and-procurement

[3] Means any natural or legal person, as well as any association or group of several such persons.

[4] Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity.

a) Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
b) Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
c) Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
d) Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
e) Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

COPIE CERTIFIEE CONFORME

Appendix B – Form of Letter of Acceptance

[Use Purchaser's letterhead]

COPIE CERTIFIEE CONFORME

Date: ______________________________

To: ______________________________ *[name and address of successful Supplier]*

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

The purpose of this letter is to notify that your Quotation dated *[date]* for the execution of *[name of the contract]* for the Contract Price of *[amount in numbers and letters, name of the currency]*, as corrected and modified in accordance with the Request for Quotation *[delete "corrected and" or "and amended" if only one of these measures applies. Delete "as corrected and modified in accordance with the Request for Quotation" if corrections or modifications have not been made]*, is hereby accepted by our services.

Please find enclosed herewith the Contract. You are requested to sign the Contract within *[insert number of days]*.

[If applicable: You are requested to provide the Performance Security within ________ *[insert number of days]* in accordance with the Conditions of the Contract, using for that purpose the Performance Security form attached to the Contract.]

Authorized Signature: ______________________________

Name and title of the signatory on behalf of the Purchaser: ______________________________

Name of the Purchaser: ______________________________

Appendix C – Form of Contract Agreement

COPIE CERTIFIEE CONFORME

THIS AGREEMENT, entered into on ***[date]*** day of ***[month]*** of ***[year]***,

BETWEEN

1) *[insert Purchaser's full legal name]* having its principal place of business at *[insert Purchaser's full address]* (hereinafter referred to as the "Purchaser"), and

2) *[insert Supplier's full legal name]* having its principal place of business at *[insert full address of Supplier]* (hereinafter referred to as the "Supplier");

WHEREAS the Purchaser launched a Request for Quotation for Goods *[if applicable,* "and Related Services"], namely *[insert a brief description of the Goods and Related Services]* and accepted a Quotation from the Supplier for the delivery of such Goods *[if applicable,* "and the provision of such Related Services"], for the amount of *[insert contract price expressed in the currency(ies) of payment* (hereinafter referred to as the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assign to them in the clauses of the Contract referred to.
2. The following documents shall be deemed to be 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, addressed to the Supplier by the Purchaser;
   - (b) The Quotation Submission Form (including the signed Statement of Integrity);
   - (c) Contract Conditions;
   - (d) Purchaser's Requirements (including the Delivery Schedule and Technical Specifications *[if applicable,* "and the List of Related Services and Completion Schedule"]);
   - (e) The Price Schedules;
   - (f) Supplier's Quotation; and
   - (g) Any other additional documents ________________.
3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of payments to be made by Purchaser to the Supplier, as set out below, the Supplier hereby agrees with Purchaser to provide the Goods *[if applicable,* "and to perform the Related Services"], and to remedy the defects of such Goods *[if applicable,* "and Related Services"] therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby agrees to pay to the Supplier, in consideration of the provision of the Goods *[if applicable,* «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 *[insert name of country whose legislation is applicable to the Contract]*, on the day and years mentioned below.

For and on behalf of the Purchaser:

Signed by: ____________________

[insert name, title and signature of authorized representative]

For and on behalf of the Supplier:

Signed by: ____________________

[insert name, title and signature of authorized representative]

COPIE CERTIFIEE CONFORME

Appendix D – Performance Security

(Bank Guarantee)

COPIE CERTIFIEE CONFORME

[The bank, as requested by the Supplier, shall fill in this form in accordance with the instructions indicated]
[Guarantor letterhead or SWIFT identifier code]

Contract No.: _______________________ *[insert Purchaser's reference for the specific Contract]*

Guarantor: ____

[Insert name, address and SWIFT code of issuer, unless indicated in the letterhead]

Beneficiary: ________________________________ *[insert name and Address of Purchaser]*

Date: ____ *[Insert date of issue]*

Performance Guarantee No.: _______________________ *[Insert guarantee reference number]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, 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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* _____________ *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary 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____[2], 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 (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____________________________ *[signature(s)]*

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

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1 The Guarantor shall insert an amount representing the percentage of the contract amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

2 Insert the date twenty-eight days after the expected completion date as described in CC 11. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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 Purchaser 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 [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Appendix E – Down Payment Security Demand Guarantee

COPIE CERTIFIEE CO

[Guarantor letterhead or SWIFT identifier code]

Contract No.: ____________________
[insert Purchaser's reference for the specific Contract]

Guarantor: ____________________
[Insert name, address and SWIF code of issuer, unless indicated in the letterhead]

Beneficiary: ____________________ *[Insert name and address of Purchaser]*

Date: ____________________ *[Insert date of issue]*

Down Payment Guarantee No.: ____________________ *[Insert guarantee reference number]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution 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 down payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against a down payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] [insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the down payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of the bank]*.

This guarantee shall expire, at the latest, upon our receipt of a copy of the payment certificate indicating that ninety (90) percent of the Contract Price, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee 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.

____________________ *[signature(s)]*

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final document.]

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[1] The Guarantor shall insert an amount representing the amount of the down payment and denominated either in the currency(ies) of the down payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.