

Call for Tender
Supply and delivery of Raw Materials (Clinker & Gypsum)
Initiated by CIMENTERIES DU CAMEROUN (CIMENCAM)
For year 2016

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INSTRUCTIONS TO TENDERERS

Article 1: RATIONALE OF THE CALL FOR TENDER

- Exclusive supply and delivery of Clinker & Gypsum in bulk by one sole Trading Company acting as Supplier and Seller to “**Cimenteries du Cameroun**” (**CIMENCAM**) acting as the unique Receiver and Buyer, and potentially of other additives (i.e. Pozzolana, Limestone) when required by the Buyer in respect with all the following terms and conditions.
- This Tender and all related offers that shall be submitted by Tenderers will be governed by Cameroon’s Law. However, the resulting Contract signed between the selected Seller and the Buyer will be governed by English Law.

Article 2: INVITATION

- CIMENCAM invites Tenderers by an Open Advertised Bidding method for the supply and delivery of Raw Materials in reference.
- Publication date set for this Tender is October 23rd 2015.

Article 3: COLLECTION OF TENDER DOCUMENTS

- Once the Call for Tender in published, Tenderers may obtain the Tender Documents by submitting a request to CIMENCAM at following contact:
 - Address: Cimenteries du Cameroun S.A. ZI Magzi Bonassama – Douala –
ATTN: Josué LOBE Plant Manager
 - Email: josue.lobe@lafargeholcim.com
 - Phone: 00 237 677 090 155
- Set of Tender Documents consists of the following:
 - Instructions to Tenderers & Main Conditions of the Contract
 - Offer Form 2016
 - Company Profile
 - Offer Submission Checklist

Article 4: SUBMISSION OF OFFERS

- Offers shall be executed in English
- Offers shall be fully responsive to all mandatory requirements of the Tender Documents without material deviation, reservation or omission

- Offers shall be made strictly in the format of, and in accordance with the Offer Forms provided in **Annexes** of this Tender. Tenderer should insert the figures and words in the space provided.
- Offers shall be signed by a person or persons duly authorised and with enclosed authority to bind the Bidding Company (Tenderer)
- The completed Offer Form 2016 (with Proforma at **Annex I**) shall be without alterations, interlineations or erasures
- Offer Form 2016 will be rejected in case prices are unclear or ambiguous
- Where the amounts as specified in figures do not tally with the amounts specified in words, the amount specified in words shall prevail
- List of documents to be filled or provided and submitted:
 - Offer Form 2016 (with Proforma at **Annex I**)
 - Company Profile (with Proforma at **Annex II**)
 - Product's Certificate of Analysis for each proposed Origin
 - Last two years (2013 and 2014) Audited Financial Statements (translated into English or French if issued in any other language)
 - Extract from Trade Register of the Chamber of Commerce (translated into English or French if issued in any other language)
 - Discharge issued by the competent authorities for the payment of taxes, duties, contributions, dues, fees or charges of any nature whatsoever (translated into English or French if issued in any other language)
 - In case the Tenderer is bidding in the form of a Joint Venture or Association (JV/A), it shall provide a document indicating that the person or persons signing the Offer is/are duly authorised to bind the Bidding Company
 - Offer Submission Checklist (with Proforma at **Annex III**)

Note: Any information submitted by the Tenderer which after the award of the contract is found to be false and misleading may lead to the Buyer taking appropriate action, including but not limited to, termination of the contract.
- The set of the documents to be placed in one sealed envelope marked on top left-hand corner "CIMENCAM Tender 2016 - Supply of Clinker & Gypsum" and sent by registered mail to the following address:

Service Juridique - General Counsel
Cimenteries du Cameroun
BP 1323 DOUALA
CAMEROON

- Offers should reach CIMENCAM before 18:00 hours (GMT+1) on Thursday, November 12th, 2015.

Article 5: BINDING COMMITMENTS OF THE OFFER

- Unless and until a formal Contract is prepared and executed, the terms and conditions of the Offer Form 2016 joint with the written acceptance sent by the Buyer to the selected Tenderer shall constitute a binding contract between the selected Tenderer and the Buyer and shall be deemed to all intents and purposes to constitute the Contract Agreement. The violation of any condition in any manner whatsoever may lead to the termination of the Contract Agreement.

Article 6: VALIDITY OF THE OFFER

- The Tenderer shall commit that his Offer is firm and binding and will remain valid for the complete period of supply and delivery Contract from **January 1st, 2016 to December 31st, 2016.**

Article 7: OPENING OF OFFERS

- Offers will be opened in the by the management of CIMENCAM on Friday, November 13th, 2015.

Article 8: EVALUATION CRITERIA

- The following guidelines shall be considered in determining the best evaluated Offer:
 - Certificate(s) of Analysis conforming with Buyer's specifications;
 - Prices quoted;
 - Experience and capability of the Tenderer to deliver the products to the Buyer;
 - Relevancy and weight of the proposed Origins;
 - Reliability and financial standing of Tenderer.
- Offers without Certificate of Analysis conforming with Buyer's specifications will not be considered.
- Each four other above cited criteria will account for 25% of the final score of the offer. The best offer in each criteria will be given a 100 score; the second offer 50, and the third 20.
- The best offer will be the one having the highest score obtained by adding the score of each one of the above cited four criteria.

- The Buyer reserves its rights to take part or all of the winning Offer at its own discretion.

Article 9: SELECTION & AWARD NOTIFICATION

- The Buyer reserves the right to accept or reject any Offer.
- The Buyer will notify the successful Tenderer that his Offer has been selected for an award of Contract within a period of Ten (10) working days as from the date of Offers' opening. The Buyer will simultaneously inform the other Tenderers who will not be selected for an award of Contract.

Article 10: CONDUCT OF TENDERERS & OF THEIR SUPPLIERS

- A Tenderer or any of its Suppliers (Origin) shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly of improper inducements, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing Tenderers to participate in procurement proceedings.
- A Tenderer or any of its Suppliers (Origin) shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process or affect the execution of a contract.
- A Tenderer shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among Tenderers, establish Offer prices at artificial non-competitive levels or otherwise deprive a public body of the benefit of free and open competition.
- The Buyer shall reject the Offer if the Tenderer proposes, gives or agrees to give any inducements mentioned above.

Article 11: ELIGIBILITY OF TENDERERS

- A Tenderer may have the nationality of any country.
- A Tenderer may be a private entity, government-owned entity or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a Joint Venture or Association (JV/A).
- In the case of a Joint Venture or Association all partners shall be jointly and severally liable and the JV/A shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/A during

the bidding process and, in the event the JV/A is awarded the contract, during contract execution.

Article 12: ELIGIBILITY OF SUPPLIED GOODS

- All the Goods and related services if any to be supplied and delivered under the Contract shall meet the Quality Specifications reported in this Tender Documents.

MAIN CONDITIONS OF CONTRACT

Article 1: PRODUCT & QUALITY SPECIFICATIONS

- Clinker meeting below quality specifications for the production of **Ordinary Portland Cement (OPC)** will be supplied and delivered to the Buyer

	Unit	Min.	Max.
Chemical composition			
SiO ₂	%	20.3	21.9
Al ₂ O ₃	%	5.3	6.5
Fe ₂ O ₃	%	2.2	3.5
CaO	%	64.1	67.2
MgO	%	-	3.0
SO ₃	%	0.5	2.8
K ₂ O	%	0.5	0.7
Na ₂ O	%	0.2	0.6
TiO ₂	%	0.2	0.4
P ₂ O ₅	%	-	0.2
CaO (Free Lime)	%	0.7	2.3
Cl ⁻	%	-	0.1
LOI	%	-	1.5
Mineralogical composition			
C ₃ S*	%	54.2	-
C ₂ S*	%	7.1	-
C ₃ S+C ₂ S	%	69.0	-
C ₃ A*	%	-	12.2
Physical parameters			
Grindability**(3'800cm ² /g)	kWh/T	-	50
Temperature	°C	-	60
2 days compressive strength as per CEM I 42.5R std	MPa	28	-
28 days compressive strength as per CEM I 42.5R std	MPa	52	-
Passing sieves 31.5mm		80%	
Passing sieves 50mm		100%	

* Bogue formula

** Seller shall specify testing method

- **Clinker** meeting below quality specifications for the production of **Sulfate Resistant Cement (SRC)** will be supplied and delivered to the Buyer

	Unit	Min.	Max.
Chemical composition			
SiO ₂	%	21.0	22.0
Al ₂ O ₃	%	3.2	4.2
Fe ₂ O ₃	%	4.2	5.2
CaO	%	65.2	66.2
MgO	%	-	2.5
SO ₃	%	-	1.3
K ₂ O	%	0.5	0.7
Na ₂ O	%	0.4	0.6
TiO ₂	%	0.2	0.3
P ₂ O ₅	%	-	0.2
CaO (Free Lime)	%	0.7	2.0
LOI	%	-	1.4
Mineralogical composition			
C ₃ S	%	62.0	-
C ₂ S	%	9.0	-
C ₃ S+C ₂ S	%	75.6	-
C ₃ A	%	-	3.0
Physical parameters			
Grindability** (3'800cm ² /g)	kWh/ T	-	50
Temperature	°C	-	60
2 days compressive strength as per CEM I 42.5R std	MPa	28	-
28 days compressive strength as per CEM I 42.5R std	MPa	52	-
Passing sieves 31.5mm		80%	
Passing sieves 50mm		100%	

**Seller shall specify testing method

- **Natural Gypsum** meeting below quality specifications for the production of Ordinary Portland Cement will be supplied and delivered to the Buyer

	Unit	Min.	Max.
H ₂ O Free Water Moisture	%	-	2.0
Combined Water	%	18.0	19.50
SO ₃	%	42.0	-
SiO ₂ + Insoluble Residues	%	-	3.0
Ca SO ₄ Anhydrate	%	2.0	5.0
Ca CO ₃ + Mg CO ₃	%	-	5.0
Particle Size	mm	-	50

Note: Certificate of Analysis shall be submitted for each Product and Origin

Article 2: ORIGIN

- The term “Origin” refers to the Production Site where the goods have been mined, processed or manufactured.
- For the supply and delivery of Clinker meeting quality specifications for the production of Ordinary Portland Cement, the Buyer will approve any Origin after the Seller ensured the delivery of a product sample originated from a given Origin to the Buyer and once the tested sample quality was found satisfactory by the Buyer within 10 working days upon reception of the product sample
 - In case the agreed Origin(s) cannot meet the volume requirements agreed between the Buyer and the Seller, an additional supplying source will be requested by the Buyer to the Seller and the Seller will have to offer the option for an additional supplying source by committing with all the terms and conditions applicable hereafter and organize the shipping of a Product sample to be delivered to the Buyer. The additional supplying source will be subject to approval by the Buyer within 10 working days upon reception of the Product sample.
- In case the supplying source above cannot meet the volume requirements agreed between the Buyer and the Seller, an additional supplying source will be requested by the Buyer to the Seller and the Seller will have to offer the option for an additional supplying source by committing with all the terms and conditions applicable hereafter and organize the shipping of a Product sample to be delivered to the Buyer. The additional supplying source will be subject to approval by the Buyer within 30 working days upon reception of the Product sample.
- For the supply and delivery of Natural Gypsum, also refer to the combined shipments’ conditions in reference hereafter.

Article 3: PORT OF DISCHARGE & RESTRICTIONS

- Discharging quay shall be Bonaberi berth 52, Douala Port, Cameroon
- Buyer guarantees a minimum draft of 8.2 meters alongside berth
- Discharge rate shall be of 4’500 tons per day for Clinker and 3’000 tons per day for Gypsum. This assumes proper operation of the vessel’s cranes.

Article 4: VESSEL

- The Seller shall charter at his own risk and expense bulk carriers suitable for the carriage of the Products between the port of shipment and the port of discharge.
- Main characteristics of the carrying vessel shall be given by the Seller, upon nomination of the vessel, to be approved beforehand by the Buyer whose approval

shall not be unreasonably withheld. However, the vessel shall be equipped with fully operational cranes.

— Due to berthing and handling restrictions on quay 52, the Seller shall consider the following 2 (two) options for vessel nomination:

- Option A:

- LOA at maximum 185 meters

- BEAM at maximum 30.50 meters

- Option B:

- LOA at maximum 190 meters

- BEAM at maximum 32.26 meters

— Any nominated vessel must respect the following criteria:

- Age of vessel: not exceeding 25 years
- Classification IACS
- International Group of P&I Club
- Flag not blacklisted by EMSA

Article 5: VOLUME

CLINKER

— The Seller shall undertake to sell 600'000 metric tons +/-10% at Buyer's option over the period of contract

- The Seller shall consider 550'000 metric tons +/-10% at Buyer's option to be Clinker for the production of OPC
- The Seller shall consider 50'000 metric tons +/-10% at Buyer's option to be Clinker for the production of SRC

GYP SUM

— The Seller shall undertake to sell 35'000 metric tons +/-10% at Buyer's option over the period of contract

Article 6: SHIPMENT SIZE

OPTION 1

CLINKER

— The volume is to be shipped in bulk in about 28 (twenty eight) shipments, each of 20'000 – 25'000 metric tons +/-10% over the period of contract

OPTION 2

CLINKER

- The volume is to be shipped in bulk in about 23 (twenty three) shipments, each of 26'000 – 30'000 metric tons +/-10% over the period of contract

OPTION 3

CLINKER

- Half volume is to be shipped in bulk in about 14 (fourteen) shipments, each of 20'000 – 25'000 metric tons +/-10% during the first half of 2016;
- Half volume is to be shipped in bulk in about 11 (eleven) shipments, each of 26'000 – 30'000 metric tons +/-10% during the second half of 2016.

Applicable for any of the above OPTIONS

GYPSUM

- The volume is to be shipped in 6 (six) combined shipments of about 6'000 metric tons of Natural Gypsum and remaining to be Clinker up-to full cargo capacity load

Article 7: SCHEDULING

- A volume scheduling over rolling periods of 3 months shall be agreed upon between the Seller and the Buyer and reviewed every week minimum
- Each 3 months tentative scheduling shall show a monthly breakdown of quantities for all Products over the given 3 months period
- Such volume scheduling will indicate tentative Laycan for shipments (loading and unloading)
- For each shipment, latest 21 (twenty one) working days prior to the beginning of a scheduled Laycan, the Buyer shall supply the Seller with the following information:
 - A desired loading Laycan reduced to a 5 (five) days spread
 - Documentary instructions related to the shipment (see list at **Annex IV**)
- Latest 5 (five) working days prior to the beginning of the agreed Laycan, the Seller shall nominate to the Buyer the performing vessel or substitute indicating a first ETA at port of shipment. Such ETA to be reconfirmed with written notices to the Buyer
- Likewise, the Seller shall give and regularly update the notice of ETA at port of discharge

Article 8: SAMPLING & TESTING

- The independent surveyor at load port shall obtain by quartile a composite sample made up of 1 (one) Kg taken every 1'000 Mt approximately from the conveyor belt system loading the cargo.
- Such composite sample shall be split into 4 (four) sub-samples of 5 (five) Kilos each. These shall be placed into suitable airtight and waterproof containers, sealed and signed by the surveyor.
- Said containers shall be marked by the surveyor with the date of shipment, the name of the vessel and the producer's name. These shall be promptly dispatched as follows:
 - 1 (one) sample of 5 (five) Kilos to be sent within 3 days after sailing date by express courier to the Buyer
 - 2 (two) sample of 5 (five) Kilos each to be kept by the independent surveyor for at least 90 (ninety) days
 - 1 (one) sample of 5 (five) Kilos to be tested immediately by the Seller and results to be sent by e-mail to the Buyer as soon as reasonably practicable after it becomes available
- The costs for the sampling, dispatching and testing shall be borne by the Seller
- In case of a significant difference between the result obtained by the Buyer and the result of the Seller, or the Product's quality certificate, then the samples retained by the independent surveyor shall be sent to a mutually agreeable laboratory for comparative testing. The result of the independent laboratory test shall be final and conclusive (in the absence of manifest error) in respect of the question whether the Product fulfils the agreed quality requirements of the Contract.
- Expenses for the dispatching and testing and any ancillary costs and expenses that may arise in relation to the testing by the independent laboratory will be borne by the Buyer unless the sample fails to meet the specifications of the Contract, when such expenses shall be borne by the Seller.
- Any quality discrepancy will be notified by the Buyer to the Seller in writing by e-mail upon receipt of the results of the comparative testing obtained, stating the nature of the quality difference noted. Any quality claim will in any case be lodged within 60 (sixty) days from the B/L date.

Article 9: WEIGHT SURVEY

- Exact tonnage of each shipment shall be determined according to the carrying capacity of the vessel.
- The weight for each shipment used for invoicing and appearing on the Bill of Lading shall be determined by draft survey at the load port done by the independent surveyor provided and paid by the Seller.

- The Buyer can designate an independent expert at the destination port to control the draft survey at its own cost.
- However, the quantity given by the surveyor at the load port and reported in the Bill of Lading will be deemed final and binding.

Article 10: SELLING TERMS

- C.F.R Free Out (INCOTERMS 2010 published by the ICC), at Bonabéri berth 52, Douala Port, Cameroon.

Article 11: PRICE

- The Price shall be in EUR/MT (Euros per metric ton) or in USD/MT (US Dollar per metric ton) and the Seller will commit to maintain the price offered for the full period of Contract.
- The Buyer will pay the Seller in Euros (€) or in USD (\$).
- Split FOB / Freight shall always be indicated on the Contract and invoices.
- In case the quantity exceeds the volume mentioned in Article 4, the Buyer and the Seller shall mutually agree on a new price for the additional volume.

Article 12: PAYMENT TERMS

- Payment for each shipment shall be made by the Buyer to the Seller within 90 days from the B/L date.

Article 13: IMPORT & EXPORT LICENSE

- The Seller is accountable for obtaining any export license that might be required.
- The Buyer is accountable for obtaining any import license that might be required.

INDEPENDENT SURVEYOR AT LOAD PORT

- Pre-shipment inspection at load port is required.
- At load port an Independent Surveyor, paid for and provided by the Seller will inspect vessel's holds and hatches. Holds will have to be clean, dry and in all respects ready to receive the cargo. Hatches should be in good condition in order to provide protection from water intrusion into the holds.
- SGS has been nominated as the Independent Surveyor to carry out the Pre-shipment Inspection and issue the import license (Clean Finding Report).

Article 14: COMBINED SHIPMENTS

- The particularity of combined shipments:
 - The Seller shall systematically offer the delivery of Natural Gypsum combined with Clinker meeting quality specifications for the production of Ordinary Portland Cement and/or Clinker meeting quality specifications for the production of Sulfate Resistant Cement.
 - The Seller shall also be able to offer the delivery of Clinker meeting quality specifications for the production of OPC and SRC in one same vessel.

Article 15: UNLOADING TERMS

- Cargo shall be discharged at the expense of the Buyer using vessel's own cranes at the average rate of 4'500 MT per weather working day of 24 consecutive hours or pro rata Saturdays, Sundays and Holidays included. Super holidays always excluded Even if Used.
- Vessel's notice of readiness ("NOR") to discharge shall be tendered by radio, cable, fax or e-mail at the office of the Buyer or their agents anytime on all days Sundays, Holidays included. Only if unloading berth is occupied, Master may warrant that the vessel is in all respects ready and may tender notice of readiness to discharge from any usual waiting place, whether in port or not, whether in *free pratique* or not, whether customs cleared or not.
- Laytime shall commence to count at 02:00pm if NOR to discharge is validly tendered at or before 12:00pm and at 08:00am on the next working day if notice of readiness is validly tendered after 12:00pm. Time used before commencement of laytime shall not count. Time lost in shifting from waiting place to berth shall not count as laytime or time on demurrage.
- Subject to modification, the Buyer shall nominate the following Agent in Douala Port:

SOCOPAO

Serge BAKONE à ZIEM

SHIPPING DEPARTEMENT

BP 215 Douala - Cameroun

Phone : +(237) 2 33 50 12 12 Fax : + (237) 2 33 43 11 58

Mobile : +(237) 6 99 41 29 31

www.bollere-africa-logistics.com

Article 16: DEMURRAGE & DESPATCH

Demurrage if any is payable to the Seller by the Buyer or Half Despatch money is payable to the Buyer by the Seller as per the rate per day of 24 consecutive hours or pro rata given at the time of vessel nomination.

Article 17: PASSAGE OF RISK

- The Parties shall agree that the passage of risk for each cargo on each shipment shall not be delayed and shall pass from Seller to Buyer when the cargo is loaded onto the vessel at load port as set forth in INCOTERMS 2010.

Article 18: FORCE MAJEURE

- Force Majeure (hereinafter referred to as “Force Majeure) shall refer to unpredictable, unforeseen circumstances which are independent of the Parties and which may not be resisted and whose occurrence makes absolutely impossible for either party to perform all or part of its contractual obligations, such as, but not limited to: hostilities, military operations of any nature, acts of public disorder, civil commotion, sabotage, Strike, fire, floods, exceptional bad weather conditions, epidemics, war — whether declared or not — acts of God, laws, governmental acts, orders or regulations.
- If at any time during the term of the Contract, either party is unable to perform in whole or in part any of its obligations under the Contract because of Force Majeure, then the date(s) for the fulfillment of any obligation shall be postponed for the time during which such Force Majeure exists. In such case, the party declaring Force Majeure shall make its best efforts to take any action in order to limit the effect of the Force Majeure.
- Should such Force Majeure exceed a period of 90 (ninety) days, then the parties shall have the right to withdraw from the Contract.
- The party that is unable to fulfill its obligations under the Contract owing to an event of Force Majeure must immediately give written notice to the other party of the existence and/or determination of the circumstances) preventing the performance of the Contract.
- No failure or omission by either party in performing the Contract shall give rise to liability to the extent that such failure or omission arises from Force Majeure.
- Should “War risks” events and/or their consequences, as defined in VOYWAR 2004 clause of GENCON 1994, arise and prevent either party from executing, or make it substantially more onerous to execute, part or whole of its obligations the Parties shall renegotiate in good faith the terms of the contract as may be reasonably necessary to enable the performance of the contract and/or neutralize the effects of the events.

- Where alternative contractual terms which reasonably allow for the consequences of the events are not agreed by the other party to the contract within 30 (thirty) days, the party which is affected by the events shall be entitled to terminate the contract by notice in writing.
- The terms of the General Strike Clause of the GENCON 1994 will apply in full to any Strike event.

Article 19: GOVERNING LAW AND JURISDICTION

- The Contract shall be governed by and construed in accordance with English law. The U.K. Contracts (Rights of Third Parties) Act shall not apply.
- Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into this clause. The arbitration proceedings shall be conducted in English and the seat of Arbitration shall be LONDON (U.K.).

Article 20: CONFIDENTIALITY

- The parties agree that any and all information learned by the one concerning the business affairs of the other and all documents, materials and all technical, commercial, financial and other information which has not come into the public domain, written or oral; the existence and terms of the Contract; and the negotiations relating to the Contract shall be treated as confidential and that such information shall not be disclosed a third person or legal entity without the express written consent of the other party, except in instances where a party has a statutory duty to disclose or disclosure is required by any regulatory or governmental body having jurisdiction over it, provided that, to the extent legally permissible, the party disclosing shall notify the other party of such requirement in advance of disclosure.
- For the purposes of this confidentiality clause, disclosure of information by the Seller within his Group of companies shall not be deemed to be disclosure to a third person or legal entity. Where applicable disclosure of information by the Buyer within his Group of companies shall not be deemed to be disclosure to a third person or legal entity.

ANNEX I: OFFER FORM 2016

Annex I - page 1 of 8

**Les Cimenteries du Cameroun
BP 1323 DOUALA
CAMEROON**

Date:

Dear Sir or Madam,

Having examined the tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Clinker meeting your quality specifications for the production of Ordinary Portland Cement and/or Sulfate Resistant Cement, and Natural Gypsum meeting your quality specifications for the production of Ordinary Portland Cement during the period **from January 1st, 2016 to December 31st, 2016** in conformity with the said Tender Documents for the total quantities.

The prices quoted by us are in respect of the whole period abovementioned.

OFFER FORM 2016

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Offer as per OPTION 1 in Article 6: SHIPMENT SIZE

- **Clinker** for the production of **Ordinary Portland Cement** fully meeting the quality specifications in reference

Quantity in MT (Metric Tons) and consignment sizes at Bonaberi berth 52, Douala Port, Cameroon	C.F.R. Price EUR (€) or USD (\$) per MT for supply in bulk at Bonaberi berth 52, Douala Port, Cameroon
<p style="text-align: center;">550'000 (in figures)</p> <p style="text-align: center;">Five hundred fiftythousand (in words)</p> <p style="text-align: center;">+/- 10 % MT at Buyer's Option in consignment sizes of full cargo capacity load up-to maximum limitations of LOA 185m, draft 8.2m, beam 30.50m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p style="text-align: center;">..... (in words and currency)</p>

- **Clinker** for the production of **Sulfate Resistant Cement** fully meeting the quality specifications in reference

Quantity in MT (Metric Tons) and consignment sizes at Bonaberi berth 52, Douala Port, Cameroon	C.F.R. Price EUR (€) or USD (\$) per MT for supply in bulk at Bonaberi berth 52, Douala Port, Cameroon
<p style="text-align: center;">50'000 (in figures)</p> <p style="text-align: center;">Fifty thousand (in words)</p> <p style="text-align: center;">+/- 10 % MT at Buyer's Option in consignment sizes of full cargo capacity load up-to maximum limitations of LOA 185m, draft 8.2m, beam 30.50m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p style="text-align: center;">..... (in words and currency)</p>

OFFER FORM 2016

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Offer as per OPTION 2 in Article 6: SHIPMENT SIZE

- **Clinker** for the production of **Ordinary Portland Cement** fully meeting the quality specifications in reference

Quantity in MT (Metric Tons) and consignment sizes at Bonaberi berth 52, Douala Port, Cameroon	C.F.R. Price EUR (€) or USD (\$) per MT for supply in bulk at Bonaberi berth 52, Douala Port, Cameroon
<p style="text-align: center;">550'000 (in figures)</p> <p style="text-align: center;">Five hundred fiftythousand (in words)</p> <p style="text-align: center;">+/- 10 % MT at Buyer's Option in consignment sizes of full cargo capacity load up-to maximum limitations of LOA 190m, draft 8.2m, beam 32.26m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p style="text-align: center;">..... (in words and currency)</p>

- **Clinker** for the production of **Sulfate Resistant Cement** fully meeting the quality specifications in reference

Quantity in MT (Metric Tons) and consignment sizes at Bonaberi berth 52, Douala Port, Cameroon	C.F.R. Price EUR (€) or USD (\$) per MT for supply in bulk at Bonaberi berth 52, Douala Port, Cameroon
<p style="text-align: center;">50'000 (in figures)</p> <p style="text-align: center;">Fifty thousand (in words)</p> <p style="text-align: center;">+/- 10 % MT at Buyer's Option in consignment sizes of full cargo capacity load up-to maximum limitations of LOA 190m, draft 8.2m, beam 32.26m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p style="text-align: center;">..... (in words and currency)</p>

OFFER FORM 2016

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Offer as per OPTIONS 1 & 2 in Article 6: SHIPMENT SIZE

— **Natural Gypsum** for the production of **Ordinary Portland Cement** fully meeting the quality specifications in reference

Quantity in MT (Metric Tons) and consignment sizes at Bonaberi berth 52, Douala Port, Cameroon	C.F.R. Price EUR (€) or USD (\$) per MT for supply in bulk at Bonaberi berth 52, Douala Port, Cameroon
<p style="text-align: center;">35'000 (in figures) Thirty five thousand (in words)</p> <p>+/- 10 % MT at Buyer's Option in combined consignment sizes of full cargo capacity load up-to maximum limitations of LOA 185m, draft 8.2m, beam 30.50m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p>..... (in words and currency)</p>
<p style="text-align: center;">35'000 (in figures) Thirty five thousand (in words)</p> <p>+/- 10 % MT at Buyer's Option in combined consignment sizes of full cargo capacity load up-to maximum limitations of LOA 190m, draft 8.2m, beam 32.26m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p>..... (in words and currency)</p>

OFFER FORM 2016

Annex I - page 5 of 8

Offer as per OPTION 3 in Article 6: SHIPMENT SIZE

- **Clinker** for the production of **Ordinary Portland Cement** fully meeting the quality specifications in reference

Quantity in MT (Metric Tons) and consignment sizes at Bonaberi berth 52, Douala Port, Cameroon	C.F.R. Price EUR (€) or USD (\$) per MT for supply in bulk at Bonaberi berth 52, Douala Port, Cameroon
<p style="text-align: center;">275'000 (in figures) Two hundred seventy five thousand (in words) +/- 10 % MT at Buyer's Option in consignment sizes of full cargo capacity load up-to maximum limitations of LOA 185m, draft 8.2m, beam 30.50m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency) (in words and currency)</p>
<p style="text-align: center;">275'000 (in figures) Two hundred seventy five thousand (in words) +/- 10 % MT at Buyer's Option in consignment sizes of full cargo capacity load up-to maximum limitations of LOA 190m, draft 8.2m, beam 32.26m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency) (in words and currency)</p>

OFFER FORM 2016

Annex I - page 6 of 8

Offer as per OPTION 3 in Article 6: SHIPMENT SIZE

— **Clinker** for the production of **Sulfate Resistant Cement** fully meeting the quality specifications in reference

Quantity in MT (Metric Tons) and consignment sizes at Bonaberi berth 52, Douala Port, Cameroon	C.F.R. Price EUR (€) or USD (\$) per MT for supply in bulk at Bonaberi berth 52, Douala Port, Cameroon
<p style="text-align: center;">25'000 (in figures)</p> <p style="text-align: center;">Twenty five thousand (in words)</p> <p style="text-align: center;">+/- 10 % MT at Buyer's Option in consignment sizes of full cargo capacity load up-to maximum limitations of LOA 185m, draft 8.2m, beam 30.50m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p style="text-align: center;">..... (in words and currency)</p>
<p style="text-align: center;">25'000 (in figures)</p> <p style="text-align: center;">Twenty five thousand (in words)</p> <p style="text-align: center;">+/- 10 % MT at Buyer's Option in consignment sizes of full cargo capacity load up-to maximum limitations of LOA 190m, draft 8.2m, beam 32.26m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p style="text-align: center;">..... (in words and currency)</p>

OFFER FORM 2016

Annex I - page 7 of 8

Offer as per OPTION 3 in Article 6: SHIPMENT SIZE

— **Natural Gypsum** for the production of **Ordinary Portland Cement** fully meeting the quality specifications in reference

Quantity in MT (Metric Tons) and consignment sizes at Bonaberi berth 52, Douala Port, Cameroon	C.F.R. Price EUR (€) or USD (\$) per MT for supply in bulk at Bonaberi berth 52, Douala Port, Cameroon
<p style="text-align: center;">17'500 (in figures)</p> <p style="text-align: center;">Seventeen thousand five hundred (in words)</p> <p>+/- 10 % MT at Buyer's Option in combined consignment sizes of full cargo capacity load up-to maximum limitations of LOA 185m, draft 8.2m, beam 30.50m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p>..... (in words and currency)</p>
<p style="text-align: center;">17'500 (in figures)</p> <p style="text-align: center;">Seventeen thousand five hundred (in words)</p> <p>+/- 10 % MT at Buyer's Option in combined consignment sizes of full cargo capacity load up-to maximum limitations of LOA 190m, draft 8.2m, beam 32.26m, discharge rate 4'500 tons/day</p>	<p style="text-align: center;">..... (in figures and currency)</p> <p>..... (in words and currency)</p>

OFFER FORM 2016

Annex I - page 8 of 8

We, the Seller, undertake in case our Offer is accepted, to deliver the goods in accordance with conditions of this Tender Documents.

We agree to abide by this Offer up-to and including **Thursday, December 31st, 2016** until a formal Contract is signed and this Offer shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Offer, together with Buyer's written acceptance and notification of award, shall constitute a binding contract between us.

In addition, we certify that our Company is neither in a state of bankruptcy, nor under any ban or forfeiture under the legislation in force both in Cameroon and in
(registration country of the Tenderer).

Date:

On behalf of:

Signature¹:

Signature:

Full Name:

Full Name:

Designation:

Designation:

Seal of the Bidding Company

Name of Company:	
Full address:	
Phone n°:	
E-Mail address:	
Website:	

¹ Only person(s) authorised to sign the Offer for and on behalf of the Bidding Company

ANNEX II: COMPANY PROFILE

Annex II - page 1 of 2

1. Bidding Company Name:
Address:
Phone(s):
E-mail(s):
Website:

2. Name and designation of the person(s) authorised to enter into an agreement on behalf of the Tenderer and to otherwise represent the Tenderer in dealings with the Buyer
.....
.....

3. Financial Information
 - Authorised Capital:
 - Paid up Capital:
 - Reserves:
 - Other Long Term Funds:
 - Copies of last two years audited financial statements (2013 and 2014)

4. Bank Reference
 - Name of Bankers:
 - Address:
 - Phone(s):
 - Email(s):

5. Years of experience in the Supply and Delivery of Clinker and Gypsum
 - As a Commodity Trader:

6. Annual Trading Turnover for last 3 (three) years:

Year	Quantity (Metric Tons)	Value (USD)	Major Destinations
2014			
2013			
2012			

COMPANY PROFILE

Annex II - page 2 of 2

7. Profile of Manufacturer or Processor

For Clinker:

Production Sites Location	Installed Capacity 2014 (million tons)	Production 2014 (million tons)	Exported Volume 2014 (million tons)

For Gypsum:

Production Sites Location	Installed Capacity 2014 (million tons)	Production 2014 (million tons)	Exported Volume 2014 (million tons)

Quality control provisions available:

Indicate facilities or means available to the Bidding Company (Tenderer) for shipment in vessels as indicated in this Tender Documents

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.....

.....

.....

8. Signature²: Signature:

Full Name: Full Name:

Designation: Designation:

Date: Date:

Seal of the Bidding Company

² Only person(s) authorised to sign the Offer for and on behalf of the Bidding Company

ANNEX III: OFFER SUBMISSION CHECKLIST

Annex III - page 1 of 1

Description of document (to be issued in English or French only)	Submitted (please tick or fill-in when applicable)	
Offer Form 2016 (Annex I)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Company Profile (Annex II)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Certificate(s) of Analysis	Number:	
Last 2 Years Audited Financial Statements	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Extract from Commercial Register	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Discharge of authorities for the payment of taxes & duties	YES <input type="checkbox"/>	NO <input type="checkbox"/>
In case of a JV/A, letter indicating that the person or persons signing the Offer is/are duly authorised to bind the Bidding Company	YES <input type="checkbox"/>	NO <input type="checkbox"/> Not applicable

Date:

On behalf of:

Signature³:

Signature:

Full Name:

Full Name:

Designation:

Designation:

Seal of the Bidding Company

³ Only person(s) authorised to sign the Offer for and on behalf of the Bidding Company

ANNEX IV: DOCUMENTARY INSTRUCTIONS

Annex IV - page 1 of 1

Prior to loading cargo, the Seller shall provide the Buyer with:

- Proforma Invoice(s) to the Buyer for the issuance of Import Licence(s) Declaration required by the nominated Independent Surveyor (SGS) for the emission of Final Clean Report(s)

Required documents:

- 1 original + 1 copy of Shipper's Commercial Invoice
- 3/3 Bills of Lading (B/L) + 3 non-negotiable copies
- 1 original Statement of Facts at disport
- 1 original Notice of Readiness at disport
- 1 original + 1 copy of the Quality Certificate(s) of the Clinker loaded, indicating that this Clinker allows the production of Ordinary Portland Cement or Sulfate Resistant Cement conforming to EN 197-1:2000 when ground with suitable amount of Gypsum
- 3 originals + 3 copies of the Certificate(s) of Chemical Analysis of the Clinker showing Na₂O and K₂O
- 1 original + 1 copies of the Certificate(s) of Origin - signed by the Chamber of Commerce
- 1 original + 1 copies of the Weight Certificate/Draft Survey established by the Independent Surveyor
- 1 original + 1 copies of the Sampling Certificate(s) issued by the Independent Surveyor
- 1 original + 1 copies of the Certificate of Holds Inspection issued by the Independent Surveyor
- 1 original + 1 copies of the Cargo Manifest
- 1 original + 1 copies of BESC/ECTN Certificate
- 1 original + 1 copies of the Packing List
- 1 copy of Airway bill showing that 2/3 Bill of Lading, 1 original Quality Certificate(s) of the clinker loaded and 1 original Certificate(s) of Chemical Analysis of the Clinker have been sent to the Buyer

The Seller shall send to the Buyer by express courier within 3 days after B/L date:

- 2/3 original Bills of Lading (B/L)
- 1 original of the Quality Certificate(s) of the Clinker loaded, indicating that this Clinker allows the production of Ordinary Portland Cement or Sulfate Resistant Cement conforming to EN 197-1:2000 when ground with suitable amount of Gypsum
- 3 originals and 2 copies of Certificate(s) of Chemical Analysis of the Clinker showing Na₂O and K₂O
- 1 original and 1 copy of the Certificate(s) of Origin - signed by the Chamber of Commerce
- 1 original and 1 copy of the Weight Certificate/Draft Survey established by the Independent Surveyor
- 1 original and 1 copy of the Sampling Certificate(s) issued by the Independent Surveyor
- 1 original and 1 copy of Certificate of Holds inspection issued by the Independent Surveyor
- 1 original and 1 copy of the Cargo Manifest
- 1 sample of 5 Kilograms per Product

The Seller shall send to the Buyer by Email within 3 days after B/L date:

- Commercial Invoice(s)
- Packing Lists
- Bills of Lading
- BESC/ECTN Certificate(s)
- Certificate(s) of Analysis