

# OPEN NATIONAL CALL FOR TENDERS N°056/DSOP/DAP/2021 FOR THE RENEWAL OF CONTRACTS ON THE CLEANING OF ENEO CAMEROON PREMISES

## 1. INTRODUCTION

### 1.1. Context

Eneo Cameroon S.A. (ENEO) is a public electricity utility company owned by Actis and the government of Cameroon, located at Avenue de Gaulle Douala-Bonanjo, in the Republic of Cameroon. In order to continuously improve the quality of service, Eneo plans to renew contracts for the cleaning of its sites countrywide.

### 1.2. Purpose and Bulk of the Service

The main purpose of this tender process is to provide potential suppliers with detailed information and requirements to enable them to submit full tenders.

The service covered by these Contractual Requirements (CR) concerns the following main functions:

- Cleaning inside and around the premises of the Eneo Company.
- Waste removal from Eneo sites and deposal at municipal landfills.
- Emptying of septic tanks.
- Cleaning of swimming pools.

The services shall be divided into batches as follows:

- **Batch 1: ZONE 1: HEAD OFFICE & DRD**
- **Batch 2: ZONE 2: DRSANO**
- **Batch 3: ZONE 3: DRSOM**
- **Batch 4: ZONE 4: DRY, DRC, DRSM & DRE**
- **Batch 5: ZONE 5: DRNEA**
- **Batch 6: ZONE 6: DRONO**

## 2. FINANCING

The project is entirely financed by ENEO's 2021 CAPEX budget.

## 3. TENDER PROCESS

Bids shall be prepared and presented in keeping with the provisions of this call for tenders.

The Tender File shall be made up of the following documents:

- a. Special technical specifications (CCTP)/Terms of reference
- b. Price schedule
- c. Technical bid submission forms
- d. Financial bid submission forms
- e. Qualification forms
- f. Assessment and qualification criteria
- g. Contract proposal or terms sheets
- h. Commitment letters:
  - h1. Letter of intent to bid;
  - h2. Pre-feasibility study questionnaire;
  - h3. Anti-corruption and anti-money laundering related provisions.

i. Site Visit Schedule

### 3.1. Submission of bids

Bidders shall submit their bids solely in electronic format. Bidders shall be free to present their bids in English or French. Bids shall be transmitted separately as stipulated below:

- **Administrative documents:** Bidders shall register via SMP application at the Web address <https://suppliers.eneoapps.com> in order to compile or complement their administrative file.
- **The technical and financial bids shall be emailed separately to the address [AOS.DAP@eneo.cm](mailto:AOS.DAP@eneo.cm) . Documents related to the technical and financial bids shall be forwarded in PDF format and protected with different passwords, in two distinct compressed files (ZIP, RAR):**
  - **A compressed file for the Technical bid;**
  - **A compressed file for the Financial bid.**

It shall be the bidder's responsibility to ensure that their bid is received by ENEO CAMEROON S.A. within the stipulated deadline.

- **Passwords** (one for technical bid and another different one for the financial bid) shall be **emailed solely to the following addresses: [rodolphe.tiky@eneo.cm](mailto:rodolphe.tiky@eneo.cm) and [mebada.ekani@eneo.cm](mailto:mebada.ekani@eneo.cm)**
- Tenderers shall submit their tenders in the same order as that stipulated in the bid forms (bid presentation section).
- In responding to this Call for Tenders, the bid sizes shall not exceed 10 MB of data. If the bid size exceeds 10 MB, the tenderers should send it in several mails, with the same subject.

### 3.2. Disclaimer

The information contained in this Call for Tenders has been provided for information sake exclusively. No statement, warranty or commitment, expressed or implied, is or shall be made and ENEO shall bear no responsibility for the accuracy or completeness of this tender or any other written or oral information made available to any party responding to this tender. No information contained in this Call for Tenders shall be the basis for a warranty or statement made by or on behalf of ENEO for any tenderer whosoever.

No response done by or on behalf of ENEO with regards to this Call for Tenders shall constitute an agreement or contract between ENEO and any Tenderer, unless ENEO expressly said so.

All the Tenderers that respond to this Call for Tenders shall do so at their own costs and expenses. All the expenses associated with this Call for Tenders up till the signing of the contract (preparation of the tenders, additional information required, negotiations, any other type of corporate research by the tenderer), and without limiting to the foregoing, shall be exclusively incurred by the tenderer and shall under no circumstance be reimbursed by ENEO or any other entity belonging to or of which ENEO is a subsidiary, such whether or not the contract is awarded.

### 3.3. Confidentiality

This Call for Tenders and the information it contains are confidential and may be used only for the purpose of preparing and submitting a tender to this call for tenders. Any

unauthorised use by a tenderer of the information contained in this Call for Tenders may result in the disqualification of that tenderer.

This Call for Tenders and the accompanying documents are and shall remain the property of ENEO and any party receiving a copy shall return it upon request by ENEO.

Tenderers should note that all information provided by tenderers may therefore be made public by ENEO at the end of the procurement process, with the exception of limited information that ENEO considers to be commercially sensitive information, the disclosure of which might negatively affect the tenderers' commercial stability. For the avoidance of doubt, it behoves ENEO to determine, at its sole discretion, whether or not exemptions from disclosure can be applied. Trade secrets and sensitive personal information are examples of cases where ENEO may accept the need for confidentiality in the light of the foregoing. Any information that tenderers deem necessary to be kept confidential on the basis of the above must be clearly identified as such in their tenders.

### **3.4. Conditions of the Tender**

Any tender received by ENEO shall be deemed to have been made subject to these conditions, unless ENEO has previously expressly agreed otherwise in writing. Any alternative conditions proposed on behalf of a tenderer shall, if inconsistent with these conditions, be deemed to have been rejected by ENEO, unless expressly accepted in writing by ENEO.

### **3.5. Collusion**

Any tenderer who shall:

- a. set or adjust the amount of their tender by or pursuant to any agreement or arrangement with any other person; or
- b. communicate to any person other than ENEO the amount or approximate amount of their tender (unless such communication is made confidentially for the purpose of obtaining the quotations necessary for the preparation of insurance offer); or
- c. enter into an agreement or arrangement with any other person to refrain from making a tender or for the amount of any tender to be made; or
- d. propose or agree to pay or give or pays or gives a sum of money, an inducement or consideration of value directly or indirectly to any person for making or enabling the making in connection with any other tender or proposed tender for services;
- e. directly or indirectly solicit an ENEO staff or any member of the ENEO Board of Directors in connection with this tender or who directly or indirectly obtains or attempts to obtain information from such persons in connection with any other bidder's offer to this tender shall be disqualified.

Without prejudice to any other civil remedy available to ENEO (and without prejudice to any criminal liability that such conduct on the part of a tenderer may entail), be disqualified.

### **3.6. Parent Company's Warranty**

Where a tenderer is a subsidiary, it must, as part of its tender, provide confirmation that the parent company shall guarantee its tender.

### **3.7. Validity of the Tenders**

Tenders shall be valid for 90 days from the closing date for submission of tenders.

#### 4. COMMUNICATIONS

Any communication with Eneo during the tender procedure concerning this Call for Tenders must be sent in writing by email to Eneo Tenders

Email: [AOS.DAP@eneo.cm](mailto:AOS.DAP@eneo.cm)

Subject: AO N°056/DSOP/DAP/2021: RENEWAL OF CONTRACTS FOR THE CLEANING OF ENEO CAMEROON PREMISES

#### 5. TENDER SCHEDULE

5.1. **Intent to Bid:** Using the Intent to Bid form, bidders need to state by email their intention to bid by **26 July 2021**.

5.2. **Bidders' Questions and Eneo's Answers:** Tenderers must, prior to the date of submission of their tenders, undertake due diligence as they consider appropriate. ENEO shall facilitate such due diligence by providing additional information as necessary. ENEO may, at its discretion, communicate any request for information and its response to all bidders in an appropriately anonymous form. Tenderers should not provide any proprietary information in their questions. All questions should be sent by email until **26 July 2021**. Questions by telephone are not permitted. Eneo shall respond to questions received in the same way, until **29 July 2021**.

5.3. **Site Visit:** A site visit shall be organised within the framework of this call for tenders. The schedule is included in the calendar attached to these tender documents.

5.4. Each bidder's offer shall be considered as confidential and proprietary information.

5.5. The Tender Schedule is as follows:

Milestones	Start Date	End Date
Publication of the call for tenders	15/06/2021	23/07/2021
Site visit	23/06/2021	23/07/2021
Intentions to tender	15/06/2021	26/07/2021
Questions from bidders	15/06/2021	26/07/2021
Answers from Eneo	15/06/2021	29/07/2021
Submission of bids	<b>23/07/2021</b>	<b>02/08/2021</b>
Opening of the technical bids	03/08/2021	03/08/2021
Presentation of the solution	17/08/2021	17/08/2021
Opening of the financial bids	17/08/2021	17/08/2021
Negotiations and award	23/08/2021	27/08/2021
Signing of the Contract	08/09/2021	13/09/2021

#### 6. ADDENDUM OR CANCELLATION OF THE TENDER

ENE0 CAMEROON S.A. reserves the right, if necessary, to make any subsequent changes to this Call for Tenders.

ENE0 CAMEROON S.A. may, until the contract is signed, either cancel the Call for Tenders or cancel the procedure for setting up the contract without the tenderers being entitled to claim any compensation.

- i) Cancellation may occur in the following cases:
  - Where the tender is unsuccessful, i.e. when no qualitatively and/or financially worthwhile tender has been received or when there has been no response;

- Where the technical or economic elements of the project have been fundamentally changed;
  - Where exceptional circumstances or force majeure make normal performance of the contract impossible;
  - Where all technically compliant bids exceed the financial resources available;
  - Where there have been irregularities in the procedure, including the prevention of fair competition.
- ii) In the event of cancellation, all tenderers shall be informed in writing, as soon as possible, of the reasons for the cancellation.
- iii) After the cancellation of the procedure, **ENEO CAMEROON S.A.** may decide:
- To launch a new call for tenders;
  - Not to enter into any contract;
  - To enter into a negotiation procedure with the tenderer(s) who participated in the procedure, provided that the original terms of the contract are not substantially altered;

## **7. AWARD OF CONTRACT**

### **7.1. Acceptance**

ENEO is not obliged to accept the lowest bid. The contract shall be awarded to the tenderer whose tender meets the requirements of this Call for Tenders and is the most advantageous to ENEO. The Service Provider shall undertake to comply scrupulously with the "Anti-corruption and anti-money laundering provisions", the "ENEO CAMEROON S.A. business ethics" and to provide all related documents and certifications.

### **7.2. Form of Contract**

The successful bidder shall be required to enter into a formal Contract with ENEO. For this tender, ENEO Cameroon S.A. shall propose a standard form of contract, a draft of which is attached.

The tender shall be awarded subject to the completion of compliance investigations. ENEO Cameroon S.A. reserves the right to conduct further investigations on the information provided by the bidders and to negotiate with the bidders.

### **7.3. Registration Fees**

If a Contract is awarded, it must be registered by the Service Provider in accordance with the tax regulations in force in Cameroon.

These registration fees are not refundable by ENEO CAMEROON S.A.

**The Director of Procurement**