

NATIONAL OPEN CALL FOR TENDERS N ° 057/DSOP/DAP/2021 FOR THE RENEWAL OF MAINTENANCE CONTRACTS OF GREEN SPACES WITH ENEO CAMEROON

1. INTRODUCTION

1.1. Context

Eneo Cameroun S.A. (ENEO) is a power 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 its cleaning contracts of its Sites throughout the country.

1.2. Objective and consistency of works

The main objective of this call for tenders is to provide potential suppliers with detailed information and requirements to enable them to submit a full proposal.

The works involve the tasks of creating and maintaining green and flower spaces, site clearing, brush clearing, maintenance of spaces and water pipes, as well as garbage removal from nearby outdoor areas and/or from buildings. The grass-cut must be less than 1cm high above the ground (while preserving the natural height). The services are divided into lots according to the following breakdown:

- **Zone 1**: Headquarters + DRD covering all Eneo sites in the city of Douala
- **Zone 2**: DRANO covering the Eneo geographical regions of Ocean and Sanaga Maritime divisions (including Song-Loulou and Edéa hydro plants)
- **Zone 3**: DRSON covering the Eneo geographical regions of South West and Mounjo
- **Zone 4**: DRY-DRC-DRSM-DRE covering the Eneo geographical regions of Yaoundé, Centre, South and Mbalmayo, and East
- **Zone 5**: DRNEA covering the Eneo geographical regions of Adamawa, North and Far North (including the Lagdo hydro plant and the Mbakaou dam).
- **Zone 6**: DRONO covering the Eneo geographical regions of the West and North-West (including the Mape and Bamenjin dams)

2. FINANCING

The project is fully funded by ENEO's 2021 CAPEX budget.

3. TENDER PROCESS

The preparation and presentation of tenders will be carried out in accordance with the provisions of this call for tenders.

The Tender File shall consist of the following documents:

- a. Special technical specifications (CCTP) / Specifications
- b. Price Schedule
- c. Technical proposal submission forms
- d. Financial proposal submission forms

- e. Qualification forms
- f. Evaluation and qualification criteria
- g. Draft contract or terms sheets
- h. Commitment forms:
 - o h1. Intent to tender form;
 - o h2. Preliminary Studies Questionnaire;
 - o h3. Provisions relating to the fight against corruption and money laundering).
- i. Worksite visit schedule

3.1. Submission of bids

Bidders shall submit their bids only in electronic form. Bidders are free to present their bid in English or French. Offers will be sent separately, as indicated below:

- Administrative documents: Bidders must register via the SMP application at the web address <https://suppliers.eneoapps.com> to compile or complete their administrative file.
- Technical and financial bids must be sent separately, by email to AOS.DAP@eneo.cm. Documents relating to the technical and financial bids must be transmitted in PDF format and protected by different passwords, in two separate compressed files (ZIP, RAR):
 - o A compressed file for the Technical bid;
 - o A compressed file for the Financial bid.

It is the bidder's responsibility to ensure that his bid is received by ENEO CAMEROON S.A. on the due dates and times.

- **Passwords** (one for the technical bid and another different for the financial bid) should be sent **only to the following addresses**: rodolphe.tiky@eneo.cm and mebada.ekani@eneo.cm
- Bidders must present their tenders in the same order as that indicated in the tender forms (section reserved for presentation of tenders).
- In bidding for this call for tenders, the size of the bids shall not exceed 10MB of data. If the bid is bigger than 10 MB, bidders shall send it through several mails, under the same subject.

3.2. Non-liability clauses

The information contained in this call for tenders is provided for information purposes only. No representation, warranty or commitment, express or implied, is or will be made and ENEO has no responsibility for the accuracy or completeness of this call for tenders or any other written or oral information provided. the disposition of any party responding to this call for tenders. Nothing contained in this Call for Tenders shall form the basis of any guarantee or representation made by or on behalf of ENEO to any bidder.

No response made by or on behalf of ENEO to a response to this Call for Tenders shall constitute an agreement or contract between ENEO and any Bidder, unless ENEO has expressly indicated accordingly.

All Bidders who respond to this Call for Tenders do so at their own costs and expenses. All costs associated with this call for tenders up to the signing of the contract (preparation of tenders, additional information required, negotiations, any other type of research undertaken by the Bidder), and without being limited to the foregoing, are to be the sole responsibility of

the Bidder and will in no case be reimbursed by ENEO or any other entity belonging to or of which ENEO is a subsidiary, whether or not there is a contract award.

3.3. Confidentiality

This call for tenders and the information it contains are confidential and can only be used for the purposes of preparing and submitting a response to this call for tenders. Any unauthorized use by a Bidder of the information contained in this call for tenders may result in the disqualification of this Bidder.

This Call for Tenders and the accompanying documents are and will remain the property of ENEO and any party receiving a copy will return them upon request from ENEO.

Bidders should note that all information provided by Bidders may therefore be made public by ENEO at the end of the procurement process, with the exception of restricted information which ENEO considers to be sensitive business information whose disclosure may have a negative effect on the commercial position of the Bidders. To avoid any doubt, it is up to ENEO to determine, at its sole discretion, whether or not disclosure exemptions can be applied. Business secrets and sensitive personal information are examples of cases where ENEO may accept that confidentiality be justified in view of the above. Any information that the Bidders consider to be kept confidential based on the foregoing must be clearly identified as such in their bid.

3.4. Tender Conditions

Any bid received by ENEO is deemed to have complied with these conditions, unless ENEO has previously expressly agreed to the contrary in writing. Any alternative condition proposed on behalf of a bidder will, if it is incompatible with these conditions, be deemed to have been rejected by ENEO, unless it has expressly accepted it in writing.

3.5. Collusion

Any Bidder who:

- a. fixes or adjusts the amount of its bid by or in accordance with any agreement or arrangement with any other person; or
- b. communicates to any person other than ENEO the amount or the approximate amount of its bid (unless this communication is made on a confidential basis in order to obtain the quotes necessary for the preparation of the insurance bid); or
- c. enters into an agreement or arrangement with any other person to refrain from making a bid or for the amount of any bid to be made; or
- d. offers or agrees to pay or give or pays or gives any sum of money, inducement or consideration of value directly or indirectly to any person for having made or caused to be made in connection with any other bid or proposed bid for the services;
- e. directly or indirectly solicits an ENEO employee or any member of the ENEO Board of Directors regarding this call for tenders or who obtains or attempts to obtain, directly or indirectly, information from such persons regarding any other bid concerning this call for tenders will be disqualified.

shall be disqualified without prejudice to any other civil remedy available to ENEO (and without prejudice to any criminal liability that such behaviour on the part of a Bidder could result).

3.6. Guarantee of the parent company

In the event that a Bidder is a subsidiary, it must, as part of its bid, provide confirmation that the parent company vouches for its bid.

3.7. Validity of bids

Bids are valid for a period of 90 days from the deadline for submitting the bids.

4. COMMUNICATIONS

Any communication regarding this call for tenders with Eneo during the tender procedure must be sent **in writing by email** to Eneo Tenders.

E-Mail: AOS.DAP@eneo.cm.

Subject: AO N°057/DSOP/DAP/2021: RENEWAL OF MAINTENANCE CONTRACTS OF GREEN SPACES WITH ENEO CAMEROON

5. SCHEDULE OF THE CALL FOR TENDERS

5.1. **Intent to tender:** Using the Intent to tender form, Bidders must indicate by email their intention to tender by **26 July 2021**.

5.2. **Questions from Bidders and Answers from Eneo:** Bidders must, before the date of submission of their bid, undertake such due diligence as they deem appropriate. ENEO facilitates the exercise of this diligence by providing additional information if necessary. ENEO may, at its discretion, communicate to all Bidders any request for information and its response, in a suitably anonymous form. Bidders should not provide any exclusive information in their questions. All questions will be sent by email until **26 July 2021**. Questions by phone are prohibited. Eneo will answer questions received in the same way, until **29 July 2021**.

5.3. **Site visit:** *a site visit is organized as part of this call for tenders, The timetable is included in the schedule attached to this call for tenders' file.*

5.4. Each Bidder's bid will be considered confidential and exclusive information.

5.5. The schedule for the call for tenders is as follows:

Milestones	Start date	End date
Publication of 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
Bidders Questions	15/06/2021	26/07/2021
Answers from Eneo	15/06/2021	29/07/2021
Submission of bids	23/07/2021	02/08/2021
Opening of technical bids	03/08/2021	03/08/2021
Presentation of Solutions	17/08/2021	17/08/2021
Opening of financial bids	17/08/2021	17/08/2021
Negotiations and award	23/08/2021	27/08/2021
Contract signature	08/09/2021	13/09/2021

6. ADDITIONS OR CANCELLATION OF THE CALL FOR TENDERS

ENE0 CAMEROON S.A. reserves the right, if necessary, to make any subsequent modification to this call for tenders.

ENEO 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 Bidders being able to claim any compensation.

- i) cancellation can occur in the following cases:
 - When the call for tenders is unsuccessful, that is to say when no bid worth qualitative and/or financial acceptance was received or when there was no reply;
 - When the technical or economic elements of the project have been fundamentally modified;
 - When exceptional circumstances or force majeure make normal performance of the contract impossible;
 - When all technically compliant bids exceed the available financial resources;
 - When there have been irregularities in the procedure, in particular absence of fair competition.
- ii) In the event of cancellation, all Bidders are notified 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 initiate a negotiation procedure with the Bidder (s) who participated in the procedure, provided that the initial conditions of the contract are not substantially modified;

7. AWARD

7.1. Acceptance

ENEO is under no obligation to accept the lowest bid. The contract will be awarded to the Bidder whose bid meets the requirements of this call for tenders and is the most advantageous for ENEO. The Supplier undertakes to comply scrupulously with the "Provisions relating to the fight against corruption and money laundering", with "the business ethics of ENEO CAMEROON S.A." and to provide all the documents and certifications relating thereto.

7.2. Form of Contract

The successful Bidder must enter into a formal contract with ENEO. For this call for tenders, ENEO Cameroun S.A. will offer a standard form of contract, the draft of which you will find attached.

The tender will be awarded subject to the completion of the compliance investigations. ENEO Cameroun S.A. reserves the right to carry out additional investigations on the information provided by the Bidders as well as to negotiate with the Bidders.

7.3. Registration rights

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

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

Procurement Director