

## OPEN INTERNATIONAL CALL FOR TENDERS NO. 065/DCP/DAL/2023

***To hybridise 6 power plants (Design, Fund, Construct and Sell Power from 06 Solar Power Plants) LOT 1: Banyo, Touboro, and Ngaoundal ; LOT 2 : Yoko, Yokadouma & Moloundou***

### 1. Introduction

#### 1.1. Activities and Organisation of ENEO CAMEROON S.A.

ENEO CAMEROON S.A. (ENEO) is a company tasked with electricity power generation and production throughout Cameroon. ENEO Cameroon S.A. employs close to 3,598 permanent workers.

#### 1.2. Purpose of the Call for Tenders, Nature of Services

The purpose of this call for tenders shall be to Design, Fund, Construct and Sell Electricity from Solar Power Plants to ENEO. **LOT 1 : Banyo, Touboro, and Ngaoundal ; LOT 2 : Yoko, Yokadouma and Moloundou**

Consequently, ENEO Cameroon S.A. is inviting, through this call for tenders notice, interested companies to submit their best bids.

#### 1.3. Participation and Origin

- Participation in this call for tenders shall be open to solar power plant construction companies.
- Companies participating in this Call for Tenders shall be selected based on the evaluation and qualification criteria stated in the Tender Document.
- Companies participating in this Call for Tenders shall undertake to comply with the "Anti-Corruption and Anti-Money Laundering Provisions" attached to the Tender Document.

### 2. Consultation and Acquisition of the Tender Document

- 2.1. The Tender Document may be consulted and downloaded from ENEO's website ([www.eneocameroon.cm](http://www.eneocameroon.cm) >>News and Media>> Releases>>Call for Tenders and Results) at any time from when this call for tenders notice is published.
- 2.2. The Tender Document shall contain the following key documents:
  - a) Intention to Bid Form;
  - b) Evaluation and Qualification Criteria;
  - c) Bid Forms;
  - d) Specifications
  - e) Quote canvas
  - f) Special Terms and Conditions(Term Sheet)

### 4. Bidding process

To respond to this Call for Tenders, companies shall submit the following documents:

- Administrative documents ;

- Technical bid;
  - Financial bid;
- 4.1. Bids shall be prepared and submitted pursuant to the provisions of this Call for Tenders Notice.
- 4.2 Bids shall be submitted electronically.
- 4.3 Bidders shall be free to prepare their bids in English or French.
- 4.4 Bidders shall be responsible for making sure that their bids actually get to ENEO Cameroon S.A. on the due dates and times.
- 4.5 Response to this call for tenders: bids shall be submitted as stated herein after:
- **Administrative documents shall be submitted along the technical bid.**
  - **Technical and Financial Bids must be submitted separately:**

#### 4.5.1 Electronic submission of bids

**Bids shall be submitted electronically to the following email: [Eneo.Tenders@eneo.cm](mailto:Eneo.Tenders@eneo.cm)**

- Documents relating to the technical and financial bids shall be submitted in PDF format and protected using different passwords, in two compressed files (ZIP or RAR) separately.
  - one compressed file for the Technical proposal;
  - one compressed file for the Financial proposal.
- **The password of the technical bid shall be sent solely to the following three email addresses: [mana.hamza@eneo.cm](mailto:mana.hamza@eneo.cm), [rosalie.obele@eneo.cm](mailto:rosalie.obele@eneo.cm) and [mebada.ekani@eneo.cm](mailto:mebada.ekani@eneo.cm)**
- Bidders shall present their bids in the same order as stated in the submission forms (bid presentation section).
- Documents shall not be bigger 10 MB. If the file size is bigger than 10MB, bidders shall send the documents through several emails with the same subject. **Download links should not be used under any circumstance.**

## 5. Calendar of the call for tenders

- 5.1. **Intention to bid** : bidders shall express their intention to bid by sending the duly filled intention to bid form to the address [Eneo.tenders@eneo.cm](mailto:Eneo.tenders@eneo.cm), no later than **10 November 2023**.
- 5.2. Inquiries from bidders: All inquiries shall be sent via email until **15 December 2023**. No inquiry should be made over the phone. Bidders shall, before their bid submission date, take whatever steps they deem appropriate. ENEO Cameroon S.A. shall facilitate these steps by providing additional information as necessary. ENEO Cameroon S.A. may discretionally give bidders any information request and its response, in a conveniently anonymous format. Bidders shall not include any exclusive or proprietary information in their inquiries. All inquiries concerning this call for tenders shall be sent solely via email to the following address: [eneo.tenders@eneo.cm](mailto:eneo.tenders@eneo.cm) using the subject stated as follows :

**Subject: CT No. 064/DCP/DAL/2023 \_ To Hybridise 6 Power Plants (Design, Fund, Construct and Sell Power from 06 Solar Power Plants) LOT 1 : Banyo, Touboro, and Ngaoundal ; LOT 2 : Yoko, Yokadouma and Moloundou**

5.3. **Answers from Eneo Cameroon S.A** : Eneo Cameroon S.A. shall use the same channel to respond to inquiries received until **20 December 2023**.

5.4. **Site visit** : the site visit shall take place from **27/11/2023 to 08/12/2023** the contact person shall be : **Hamadou Moumini Tel : 699 908 848**

5.5. Each bid shall be considered confidential and exclusive information.

5.6. The calendar of the call for tenders shall be the following:

Milestones	End date
Publication of the call for tenders	06/11/2023
Intentions to bid	10/11/2023
Site Visit	27/11/2023 to 08/12/2023
Final round of inquiries from bidders	15/12/2023
Final round of answers from Eneo	20/12/2023
Deadline for submission of bids	19/01/2024

## 6. Liability Exemption

Information contained in this call for tenders shall be provided for information purposes only. No representation, warranty or commitment, whether explicit or implicit is or shall be made and ENEO Cameroon S.A. shall not in any way be liable for the accuracy or comprehensiveness of this call for tenders or of any written or verbal information made available to any party responding to this call for tenders. No information contained in this Call for Tenders shall be construed as a warranty or a representation made by or on behalf of ENEO Cameroon S.A. to any bidder.

No answer given by or on behalf of ENEO Cameroon S.A. As in response to this Call for Tenders shall constitute an agreement or a contract between ENEO Cameroon S.A. and any bidder, unless ENEO Cameroon S.A. so expressly states.

Bidders responding to this Call for Tenders shall be responsible for the corresponding costs and expenses. All costs pertaining to this call for tenders until the contract (preparation of bids, site visit, additional information needed, negotiations, any other research performed by a bidder) is signed, and without the foregoing being exhaustive, shall be borne solely by bidders and shall not under any circumstance be reimbursed by ENEO Cameroon S.A. or any other entity belonging to or of which ENEO Cameroon S.A. is subsidiary regardless of whether or not the contract is awarded.

## 7. Confidentiality

This call for tenders and information it contains shall be confidential and may not be used for purposes other than preparation of an answer to this call for tenders. Any unauthorised use, by a bidder, of information contained in this call for tenders may lead to disqualification of such a bidder.

This Call for Tenders and corresponding documents are and shall remain the property of ENEO Cameroon S.A. and any party that receives a copy thereof will return it at the request of ENEO.

Bidders shall note that information they provide may be made public by ENEO Cameroon S.A. at the end of the call for tenders process, excluding limited information ENEO Cameroon S.A. considers sensitive commercial information that could adversely affect the business position of bidders if disclosed. To avoid any doubt, ENEO Cameroon S.A. alone shall have the power to decide whether disclosure exemptions may apply or not. Trade secrets and

sensitive personal information shall be examples of instances where ENEO Cameroon S.A. may accept that confidentiality is justified owing to the foregoing. Information bidders think should remain confidential based on the foregoing shall be clearly labelled as such in bids.

## **8. Bid Terms and Conditions**

Bids sent to ENEO Cameroon S.A. shall be considered subject to these terms and conditions, unless ENEO Cameroon S.A. expressly agrees, beforehand and in writing, to the contrary. Any alternative term and condition proposed on behalf of a bidder shall, if incompatible with these terms and conditions, be considered as rejected by ENEO Cameroon S.A., unless the latter expressly accepts such in writing.

## **9. Collusion**

A bidder that:

- a. sets or changes the amount of its bid by or pursuant to an agreement or arrangement with any other person; or
- b. shares with a party other than ENEO Cameroon S.A. the actual or approximate amount of its bid (unless this communication takes place confidentially to obtain estimates needed to prepare a bid); or
- c. reaches an agreement or arranges with any other party so that it does not submit a bid or for the amount of any bid to submit; or
- d. offers or accepts to pay or give or pay or gives a sum of money, an incentive or valuable incentive directly or indirectly to any party for having made or initiated together with any other bid or draft bid for services;
- e. approaches directly or indirectly an ENEO Cameroon S.A. Employee or any other member of the Board of Directors of ENEO Cameroon S.A. concerning this call for tenders or that obtains or tries to obtain directly or indirectly information from these people concerning any other bid to this call for tenders.

Shall be disqualified without prejudice to any other civil remedy available to ENEO Cameroon S.A. and without prejudice to any criminal liability that such behaviour could trigger.

## **10. Warranty from the Mother Company**

In case a bidder is a subsidiary, it shall, under its bid, confirm that its mother company vouches for its bid.

## **11. Validity of Bids**

Bids shall be valid for 90 days as from the deadline for submission of bids.

## **12. Addendum and Cancellation of the Call for Tenders**

- 12.1. ENEO Cameroon S.A. shall reserve the right, as necessary, to subsequently make any amendment to this Call for Tenders or not to respond to bids.
- 12.2. ENEO Cameroon S.A. may, until the contract is signed, either cancel the Call for Tenders or cancel the procedure for performance of the contract without the possibility for bidders to demand any compensation whatsoever.
- 12.3. Cancellation may occur in the following cases:
  - when the call for tenders fails i.e. when no bid worthy of selection on the basis of quality and/or finance is received or when no bid was received;

- When technical or economic project items are significantly modified ;
- When exceptional circumstances or *force majeure* make standard performance of the project impossible;
- When all technically compliant bids exceed available financial resources;
- When there are procedural irregularities, which notably prevent fair competition.

12.4. In case of cancellation, all bidders shall be informed in writing, as soon as possible, about the grounds of cancellation.

12.5. After the procedure is cancelled, ENEO Cameroon S.A. may decide

- to launch a new call for tenders;
- not to sign any contract;
- to start negotiating with one or more bidders who participated in the procedure, provided the terms and conditions applicable to specifications are not substantially modified;

### **13. Acceptance**

ENEO Cameroon S.A. shall not be obliged to accept the lowest bid. The contract shall be awarded to the bidder whose bid fulfils the requirements of this call for tenders and is the most beneficial to ENEO Cameroon S.A.

The call for tenders shall be awarded after compliance investigations have been finalised. ENEO Cameroon S.A. shall reserve the right to further investigate information provided by bidders.

### **14. Contract Form**

The selected bidder shall have to sign a Formal Contract with ENEO Cameroon S.A.

### **15. Registration Fees**

In case a Contract is signed, such shall have to be registered by the Service Provider, pursuant to existing tax regulations in the Republic of Cameroon.

These registration fees shall not be reimbursed by ENEO Cameroon S.A.

**The Director of Procurement and Logistics**