

S.A. avec Consell d'Administration au capital de 47.148.690.000 FCFA | Siège social : Avenue de Caulle, B.P. 4077 – Douala RCCM : Douala n° RC/Dia/1974/8/4624 Numéro statistique 21151001 – 5 | N° de Contribuable M0574000016330 Tél : (\*237) 233 42 99 72 + 233 43 0 0 33 – 233 43 0 0 35 | Fax.: (\*237) 233 42 22 47

# REQUEST FOR PROPOSAL #004/DQHSE/DAL/2023

for the Selection of a Consultant for the development, implementation and evaluation of Business Continuity Management System (BCMS)

# 1. INTRODUCTION

## 1.1. Background

Eneo is an electric utility company own by Actis and the Government of Cameroon, located at Avenue de Gaulle Douala-Bonanjo, Cameroon Republic.

ENEO's core business is the Generation, distribution and supply of electricity to both the residential and commercial sectors across Cameroon. In the delivery of its core business ENEO operates, maintains and is actively upgrading the electricity network within Cameroon. On the customer side, ENEO is connecting new customers and providing after sales services to ensure quality service.

In order to ensure the continuous accomplishment of its mission Eneo is seeking the services of a qualified consultant to deliver the development and implementation and evaluation of Business Continuity Management System (BCMS).

### 1.2. RFP Objectives and Bidder's selection process

The key objective of this RFP document is to provide potential vendors with information and detailed requirements in order to allow a vendor to submit a comprehensive proposal and quote for the following scope:

- i Put in place incident Response and Crisis Management
- ii Introduction to Business Continuity Management and ISO 23001 Standard
- iii Guide Eneo Personal through workshop to introduce BCMS and Develop BIA for all processes included in the program
- iv Drills and improving Business Continuity Provisions

#### 2. FINANCING

The project is entirely financed by Eneo's own funds, as part of the OPEX budget.

### 3. RFP PROCESS

Preparation and submission of bids shall be done in compliance with the provisions of this RFP.

- 3.1. The RFP package has the following main files:
  - Attachment 1: Intent to Bid Form
  - Attachment 2: BCMS terms of reference
  - Attachment 3: Technical and Financial Bid Presentation
  - Attachment 4: Price schedule & Financial proposal submission letter
  - Attachment 5: Selection criteria





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- Attachment 6: Eneo Due Diligence Questionnaire
- 3.2. Bidders should provide their bids only on Soft form. The RFP package is built in English, but bidders are free to submit in the English or French language. The bids will be issued in separate parts in the following forms:
  - Technical and Financial bids shall be send separately in soft form by E-mail
    address to: <u>Eneo.Tenders@eneo.cm</u>. The Technical and financial bids-related
    documents should be submitted in two separate ZIP or RAR files, one for each
    proposal, on <u>PDF</u> format and protected by <u>different passwords</u>.
  - <u>These different passwords</u> (one for Technical bid and another for financial bid) will be send to: <u>rosalie.obele@eneo.cm</u> and <u>mebada.ekani@eneo.cm</u>
  - Bidders shall organize their response in the same order as specified in Attachment 3.
  - In response to this RFP, the Bids submission will not exceed 10 MB of data. If the bid is more than, Bidders shall send multiple Mail under the same subject.

#### 3.3. Disclaimer

The information in this RFP is provided for information purposes only. No representation, warranty or undertaking, express or implied, is or will be made and ENEO shall have no responsibility or liability as to or in relation to the accuracy or completeness of this Request for proposals or any other written or oral information made available to any party responding to this Request for proposals ("Bidders"), or their advisers. No information contained in this Request for proposals will form the basis of any warranty or representation made by or on behalf of ENEO to any Bidder.

No response made by or on behalf of ENEO to any response to this Request for proposals shall constitute an agreement or contract between ENEO and any Bidder unless expressly stated to that effect by ENEO.

All Bidders responding to this Request for proposals do so at their own cost and expense. All of the costs associated with this RFP 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 preceding, are the sole responsibility of the bidder and will not in any case be reimbursed by Eneo or any other entity belonging to or of which Eneo is a subsidiary whether or not an award of contract is made..

### 3.4. Confidentiality and freedom of Information

This Request for proposals and the information it contains are confidential and may be used only for the purposes of preparing and submitting a response to this document. Any unauthorised use by any Bidder of the information contained in this Request for proposals may lead to disqualification of that Bidder.

This Request for proposals and its accompanying documents are and shall remain the property of ENEO and any party receiving a copy of the same will return them upon demand by ENEO.





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Bidders must note that all information provided by Bidders may therefore be made publicly available by ENEO at the end of the procurement process except such limited information as ENEO considers is sensitive commercial information in respect of which there may be an adverse effect on Bidders' commercial position if disclosed. To avoid doubt, it is for ENEO at its sole discretion to determine whether or not any exemptions to disclosure may be applied. Examples where ENEO may accept that confidentiality in terms of aforesaid is justified are trade secrets and sensitive personal information. Any information which Bidders consider should be kept confidential on the basis set out above should be clearly identified as such in their bid.

#### 3.5. Conditions of Bid

Every bid received by ENEO shall be deemed to have been made subject to these Conditions unless ENEO shall previously have expressly agreed in writing to the contrary. Any alternative Terms or Conditions offered on behalf of a Bidder shall, if inconsistent with these Conditions, be deemed to have been rejected by ENEO unless expressly accepted by them in writing.

### 3.6. Canvassing

Any Bidder who directly or indirectly canvasses any official of ENEO concerning the award of the contract for the provision of the Services or who directly or indirectly obtains or attempts to obtain information from any official concerning any other bid or proposed bid for this Service will be disqualified.

#### 3.7. Collusion

Any Bidder who:

- a. fixes or adjusts the amount of this RFP by or in accordance with any agreement or arrangements with any other person; or
- communicates to any person other than ENEO the amount or approximate amount of his proposed bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the bid for insurance); or
- c. enters into any agreement or arrangement with any other person that he shall refrain from bidding or as to the amount of any bid to be submitted; or
- d. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid for the Services;
- e. Shall without prejudice to any other civil remedies available to ENEO (and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

#### 3.8. Parent Company Guarantee

In the event that any Bidder is a subsidiary company it must as part of its bid submission provide confirmation that the parent company will provide a parent company guarantee.

# 3.9. Bid validity





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Bids must have a validity of 90 days.

# 4. COMMUNICATIONS

4.1. All communication regarding this RFP with Eneo during the RFP process has to be sent in writing by E-mail to Eneo Tenders,

E-Mail: Eneo.Tenders@eneo.cm.

Subject: RFP#004 Selection of a Consultant for the implementation of a BCMS.

# 5. RFP SCHEDULE

- 5.1. Intend to Bid: Using the intend to bid form, bidders shall indicate by e-mail their intent to bid before **January 27**th, **2023**.
- 5.2. **Bidders Questions:** Bidders must, by the date of submission of their bid, undertake such Due diligence as they consider appropriate. ENEO shall facilitate Due diligence by providing further information where requested. ENEO may at its discretion, communicate any request for information and the response, in a suitably anonymous form, to all Bidders. Bidders must not provide any proprietary information in their questions. All questions shall be sent by E-mail until **January 20<sup>th</sup>**, **2023**. Questions by phone are prohibited. Eneo shall reply to the questions received using the same way, up to **February 2<sup>nd</sup>**, **2023**.
  - 5.3. The submitted bid will be held as confidential and proprietary information.
  - 5.4. The bid schedule and corresponding instructions are as follows:

Milestones	Start dates	Due Dates
RFP issuance	January 20th, 2023	January 20th, 2023
Intend to bid	January 20th, 2023	January 27th, 2023
Bidders Questions	January 20th , 2023	January 30th, 2023
Eneo responses	January 23 <sup>rd</sup> , 2023	February 2 <sup>nd</sup> , 2023
Bid submittal	February 7th, 2023	February 7th, 2023
Technical bids opening	February 8th, 2023	February 8th, 2023
Financial Bid Opening	February 15th, 2023	February 15th, 2023
Contract award	February 24th, 2023	February 24th, 2023

### 6. ADDENDUMS AND CANCELLATION OF THE RFP

Eneo reserves the right to revise or amend the scope prior to the date set for the bids opening. Such revisions and amendments, if any, will be communicated in writing via mail. The bid due date and bid opening date may then be postponed.

Each Bidder is required to acknowledge receipt of any amendment to this RFP as part of its bid. Failure to acknowledge receipt off all amendments may cause rejection of the bid.

Eneo reserves the right to accept or reject any or all bids received, or to cancel in part or entirely this RFP, to suspend the RFP and/or the negotiation process at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to give proof





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to the affected bidder or bidders and does not make any commitment, implicit or other, that this process results in a contract with one of the bidders.

# 7. CONTRACT AWARD

# 7.1. Acceptance

ENEO is not bound to accept the lowest of any bid. The Contract will be awarded to the Bidder whom bid fits to the requirements of this RFP and is most advantageous to Eneo.

#### 7.2. Form of Contract

The successful Bidder will be required to enter into a formal Contract with ENEO. For this RFP, Bidders shall propose a standard form of Contract.

Until the execution of such Contract, the successful Bidder, together with ENEO's written acceptance, will form a binding agreement with ENEO.

Eneo reserves the right to conduct further investigations on information's provided by bidders as well as negotiation with bidders.

TCHUISSEU Jean Mathieu

2 0 JAN 2023

The Director of Purchase and Logistics

Directeur des Achats et Logistique