

NATIONAL CALL FOR TENDERS

N°011/DAL/DCGM/2024

for the SELECTION OF AN ADVERTISING AGENCY FOR ENEO

1. INTRODUCTION

1.1. Background

Eneo Cameroon S.A. (ENEO) is an electricity utility company owned by Actis and the Government of Cameroon, located at Avenue de Gaulle, Bonanjo – Douala in the Republic of Cameroon. Within the framework of its investment programme, ENEO PLANS TO RECRUIT AN ADVERTISING AGENCY.

1.2. Objective

pose of this call for tenders is to provide potential service providers with detailed information on the main purport and requirements to enable them to submit a complete tender proposal.

2. FINANCE

The project shall be financed entirely from ENEO's CAPEX 2024.

3. TENDERING PROCESS

Tenders should be prepared and submitted in accordance with the provisions of this call for tenders.

The tender dossier should include the following documents:

- a. Contract specifications.
- b. Quotation form
- c. Technical offer
- d. Financial offer
- e. Assessment and selection criteria
- f. Expression of interest
- g. Undertaking forms:
 - g.1. Expression of interest form;
 - g.2. Provisions relating to the fight against corruption and money laundering.
- h. Term sheets (to be filled in by the tenderer)

Any service provider interested in this call for tenders can download these documents from the ENEO website, www.eneocameroon.cm. (Accès rapide > Avis Appels d'offres & Résultats)

3.1. Submission of Tenders

Tenderers must submit their tenders in electronic format only. Tenderers are free to submit their tenders in English or French. Tenders must be submitted separately, as indicated below:

- Technical and financial offers must be sent separately by e-mail to the following address Eneo.Tenders@eneo.cm. Technical and financial offer documents must be sent in PDF format, protected by different passwords, in two separate compressed (ZIP, RAR) folders:
 - a compressed folder for the Technical Proposal;
 - a compressed folder for the Financial Proposal.

The tenderer is responsible for ensuring that his/her tender gets to ENEO CAMEROON S.A. by the due date and time.

- Passwords (one for the technical proposal and a different one for the financial proposal) must be sent only to the following addresses: rosalie.obele@eneo.cm, mebada.ekani@eneo.cm and mana.hamza@eneo.cm
- Tenderers must submit their tenders in the same order as indicated in the tender forms (tender submission section).
- Tenders in response to this call for tenders must not exceed 10 MB in size. If the tender is larger than 10 MB, tenderers should send it by several mails, under the same subject.

3.2. No Liability Clause

The information contained in this call for tenders is provided for information purposes only. No representation, guarantee or undertaking, express or implied, is or shall be made and ENEO shall not be liable for the accuracy or completeness of this call for tenders or any other written or oral information provided to any party responding to this call for tenders. No information contained in this call for tenders constitutes the basis for any guarantee or representation made by or on behalf of ENEO to any tenderer.

No response made by or on behalf of ENEO to any response to this call for tenders shall constitute an agreement or contract between ENEO and any tenderer, unless expressly stated so by ENEO.

All tenderers responding to this call for tenders do so at their own cost and expense. 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 tenderer), and without limitation to the foregoing, are the sole responsibility of the tenderer and will not under any circumstances be reimbursed by ENEO or any other entity owned by ENEO or of which ENEO is a subsidiary, whether or not the contract is awarded.

3.3. Confidentiality Clause

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

The call for tenders and the supporting 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 tendering process, with the exception of limited information which ENEO may deem to be commercially sensitive, the disclosure of which could have a negative effect on the tenderers' business position. To avoid any doubt, ENEO shall determine, at its sole discretion, whether or not exemptions from disclosure may be applied. Trade secrets and sensitive personal information are examples of cases where ENEO may accept that confidentiality is justified in the light of the above. Any information that tenderers consider should be kept confidential on the basis of the above must be clearly identified as such in their tender.

3.4. Terms and conditions of the offer

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 conflicting with these conditions, be deemed to have been rejected by ENEO unless expressly accepted in writing by ENEO.

3.5. Collusion

Any tenderer who:

- a. Sets or adjusts the amount of their offer by or pursuant to any agreement or arrangement with any other person; or

- b. Discloses to any person other than ENEO the amount or approximate amount of their offer (except where such disclosure is made in confidence for the purpose of obtaining quotations necessary for the preparation of the offer of insurance); or
- c. Reaches an agreement with any other person to refrain from making an offer or for the amount of any offer to be made; or
- d. Offers or agrees to pay or pays or gives money, incentive or valuable consideration directly or indirectly to any person for knowingly making any other offer or proposed offer for the services ;
- e. Directly or indirectly approaches an ENEO employee or any member of ENEO's board of directors in connection with this tender or who directly or indirectly obtains or attempts to obtain information from such persons regarding any other tenderer's offer to this tender will 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).

3.6. Parent Company Guarantee

If a tenderer is a subsidiary, they must, as part of their tender, provide confirmation that the parent company stands surety for their tender.

3.7. Validity of offers

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

4. CORRESPONDENCE

All correspondence concerning this call for tenders with ENEO during the tender process should be sent to following address in writing by e-mail. Subject: AO N°011/DCOM/2024 for the SELECTION OF AN ADVERTISING AGENCY FOR ENEO

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

5. TENDER SCHEDULE

N°	Action	Start Date	End Date
1	Publication	27/05/2024	04/06/2024
2	Expression of interest	04/06/2024	03/06/2024
3	Questions from tenderers	03/06/2024	10/06/2024
4	Response from ENEO (DCGM)		10/06/2024
5	Submission of tenders		12/06/2024

6. ADDITION TO OR CANCELLATION OF THE CALL FOR TENDERS

ENEO CAMEROON S.A. reserves the right, if necessary, to make any subsequent changes 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 awarding the contract without the tenderers having any right to claim compensation.

- i) The call for tender may be cancelled in the following cases:
 - When the call for tenders is unfruitful, i.e. when no qualitatively and/or financially worthwhile tender is received or when there is no response;
 - When the technical or economic factors of the project have been fundamentally altered;
 - When exceptional circumstances or force majeure render the contract impossible to execute in the normal way;
 - When all the technically compliant tenders exceed the financial resources available;
 - When there are irregularities in the procedure, especially those that prevent fair competition.
- ii) In the event of cancellation, all tenderers will be notified in writing as soon as possible of the reasons for the cancellation.
- iii) After the cancellation of the process, ENEO CAMEROON S.A. may decide:
 - To issue a new call for tenders;
 - Not to sign any contract;
 - To open negotiations with the tenderer or tenderers who submitted tenders, provided that the original terms of the contract are not substantially altered;

7. ADJUDICATION

7.1. Selection of the tenderer

ENEO is not obliged to accept the lowest priced tender. The contract will 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 undertakes to comply scrupulously with ENEO's "Anti-Corruption and Anti-Money Laundering Provisions" and "Business Ethics" and to provide all related documents and certifications.

7.2. Form of the Contract

The successful tenderer shall enter into a formal Contract with ENEO. For this tender, ENEO Cameroon S.A. shall propose a standard form of contract.

The tender will 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 tenderers and to negotiate with the tenderers.

7.3. Contract registration fee

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

The registration fees shall not be refundable by ENEO.