

EKO ELECTRICITY DISTRIBUTION PLC

Meter Asset Provider

**Bid Documents for the Procurement of
Meter Asset Provider (MAP)**

Title of the Tender: Procurement of Meter Asset Provider Services

Reference Number: EKEDP/MAP/001/2018

Procurement Method: Services & Price Based Bidding Process

Date: 31st October 18

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1. Letter of Invitation for Bids

Date: 31st October 2018

Dear Interested Bidder,

PROCUREMENT OF METER ASSET PROVIDER (MAP) TO PROVIDE METERING SERVICES TO EKO ELECTRICITY DISTRIBUTION COMPANY PLC
BID REFERENCE NO.:

1. Pursuant to the Meter Asset Provider (MAP) Regulations 2018 issued by the Nigerian Electricity Regulatory Commission and our desire to close the existing metering gap of Eko Electricity Distribution Company (EKEDP), we are pleased to invite you to submit proposals for financing, supply, installation, replacement and maintenance of end-user's electric meters within the Ojo Business District of our franchise area. Further details on the required services are provided in the enclosed Request for Bids (RFB) document.
2. Bidding will be conducted through a two-part procurement process comprising technical and commercial bid evaluation. Only bidders that have obtained NERC 'No Objection' are eligible to participate in the bidding process.
3. Interested eligible bidders may obtain further information at the address given below during office hours of *9am-4pm from the 31st October 2018 to 16th November 2018* or visit Eko electricity Distribution Company website to download the bidding documents at the following address below: www.ekedp.com
4. A complete set of bidding documents may be downloaded by interested eligible bidders to be followed by the payment of a non-refundable fee of N 100, 000 before the bid submission date. The method of payment will be in the form of Bank Draft in favor of the Eko Electricity Distribution Company Plc.
5. Bids must be delivered to the address below on or before *12:00noon Monday 19th November 2018* at:

Contract Office
2nd Floor, Eko Electricity Distribution Plc
24/25 Marina Road
Lagos Island.
Nigeria

6. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who chooses to attend at the address stated above on *Monday 19th November 2018 at 12:00noon.*
7. All bids must be accompanied by a "*Bid Security*" of equivalent sum of *One (1) Thousand Naira per Unit of meter bided for (N1000/meter).*

Signed: _____

Name: _____

Designation: _____

Telephone: _____

Email: _____

Website: _____

2. Structure of Bidding Document

This bidding document is divided into the following parts:

Section 1:	Instruction to Bidders: This Section contains information that will aid bidders in preparing and submitting responsive bids.
Section 2:	Scope of Work: This section describes the required services to be performed by the successful bid (Meter Asset Provider)
Section 3:	Evaluation Criteria: This section contains information about the evaluation criteria that will be used in assessing bids.
Section 4:	Specifications and Standards: This Section contains the kind of meters required to be supplied and their minimum technical specifications as specified in the Metering Code
Section 5:	Bidding Forms (to be filled and returned by the Bidder): <ul style="list-style-type: none"> a) Bid Security b) Form of Agreement c) Form of Performance Guarantee d) Technical Specifications of Meter offered by the Bidder e) Bidder's Technical Capability f) Gantt Chart depicting Bidder's Work Plan g) Price Schedule

SECTION 1:

Instruction to Bidders

3. Instruction to Bidders

3.1. Availability of Tender Documents

Non-transferable tender documents may be acquired by interested eligible bidders from the address given below, upon submission of a written application to the under mentioned or any other evidence drawn in favor of "Eko Electricity Distribution Company".

The tender document(s) will be available during office hours from 31st October 2018 to 16th November 2018.

Interested pre-qualified applicants who have obtained a NERC "**No Objection**" may also download the tender documents from EKEDP's website with effect from 31st September 2018 and submit the same along with their offer to the undersigned at the appointed date and time as mentioned below. In the event where detailed tender documents are downloaded from EKEDP website the cost of detailed tender documents shall be submitted along with bids in the form of demand draft/ Banker's cheque drawn in favor of Eko Electricity Distribution Company, and any such bid submitted without this Fee shall be rejected.

Bidders are requested to visit EKEDP website regularly for any modification/clarification of the bid documents.

3.2. Pre-Bid Meeting

All questions and clarification regarding the tender documents should be forwarded to the contact email before 12noon, 7th November 2018 prior to pre-bid meeting.

3.3. Calendar of Events

- a) Date of Release of detailed bid documents via email / hosting of detailed bid documents in company's website **31st October 2018**.
- b) Date of Pre-bid meeting shall be **9th November 2018**
- c) Last date and time of receipt of Bids shall be 19th November 2018, 12:00noon
- d) Date & time of opening technical bids and bid Security (Envelopes 1 & 2) Monday 19th November 2018 Time 2:00pm
- e) Date and time of opening of price of qualified bids will be notified to the successful bidders via emails

Note: In the event of last date specified for submission of bids and date of opening of bids is declared as a public holiday, the last date of submission of bids and date of opening of bids will be the following working day at appointed times.

3.4. Bid Submission

Bidders are requested to submit their offer in line with this Tender document. Eko Electricity Distribution Company shall respond to the clarification raised by various bidders by email during the pre-bid meeting and copied to all participating bidders.

If all envelopes are not sealed and marked as required, EKEDP will assume no responsibility for the misplacement or premature opening of the bid.

Bids shall be submitted in 3 (three) parts:

- **First envelope** shall be marked on the outside as "Bid Security" and contain Bid Security of equivalent sum of One (1) Thousand Naira per Unit of meter bided for (N1000/meter) valid for 210 days from the due date of the bid submission in the form of Bank Draft in favor of the EKEDP in the format mentioned in the bid document. This envelope shall also contain a separate non-refundable bank draft of One hundred thousand naira only N100,000.00 issued to "Eko Electricity Distribution Company Plc" to cover the cost of purchasing the Bid Documents in case the tender document is downloaded from the website.

- **Second envelope** shall be marked on the outside as “TECHNICAL BID” and shall contain the following documents dully filled, signed & stamped:
 - a) Documentary evidence in support of qualifying criteria
 - b) Technical literature/Type test report etc. (where applicable)
 - c) Qualified manpower available
 - d) Testing facilities (where applicable)
 - e) Original tender document duly stamped & signed on each page as token of acceptance and form of agreement duly signed
 - f) No Deviation Certificate as per the Annexure III – Schedule of Deviations
 - g) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
 - h) Quality Assurance Plan/Inspection Test Plan for supply items (if applicable)
 - i) The bidder shall duly fill in the compliance sheet as part of the response
 - j) Signed copy Technical Compliance Sheet with duly filled column
 - k) All other documents required as per RFP.
 - l) Product brochures, white papers, case studies etc.

The technical bid shall be properly marked and is to be submitted in hard and soft copies as outlined above.

- **Third envelope** shall be marked on the outside as “PRICE BID” and shall contain only the price details and strictly in the format enclosed indicating break up of basic prices, Taxes, etc.

All these three envelopes shall be sealed individually and placed in a fourth sealed envelope which shall be clearly marked as below:

BID SECURITY, TECHNICAL & PRICE BIDS –

“Bidding for Meter Asset Provider – No..... 2018”

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Eko Electricity Distribution Company, shall be written in the English Language.

Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

Bids shall be submitted in person. Bids submitted electronically (email) will be rejected.

3.5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and EKEDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.6. Contact Information

All the bidders are requested to send their pre-bid queries (if any) against this tender through e-mail within the stipulated timelines. The consolidated reply to all the queries received shall be posted on EKEDP website by the stipulated timelines as detailed in the calendar of events. All the queries shall be addressed to

Email Address (es).

supplier@ekedp.com

contract@ekedp.com

naomi.aliu@ekedp.com

3.7. Bid Prices

Bidders shall quote for the entire Scope of work with a breakdown of individual items as specified in the price schedule form. The total bid price shall also cover all the bidder's obligations mentioned in or be reasonably inferred from the bidding documents in respect of financing, procurement, installation, maintenance and replacement of Meters and other services in accordance with the requirement of bidding documents. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at Ojo and Agbara District of EKEDP. The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the contract.

Bid prices shall be indexed over the tenure of the Meter Service Agreement/Meter Asset Life to address variability in applicable macro-economic indices. This shall be in line with the Multi-Year Tariff Methodology issued by the Nigerian Electricity Regulatory Commission (NERC).

3.8. Bid Currencies

Prices shall be quoted in Naira Only.

3.9. Period of Validity of Bids

Bids shall remain valid for 120 days from the due date of submission of the bid.

Notwithstanding clause above, EKEDP may solicit the Bidder's consent for an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing.

3.10. Alternative Bids

Bidders shall submit Bids, which comply with the Bidding documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions

regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the bidding documents.

4.0. Modifications and Withdrawal of Bids

The bidder is not allowed to modify or withdraw its bid after the Bid's submission.

5.0. Bid Security

The bidder shall furnish, as part of its bid, a Bid Security amounting as specified in the tender. The Bid Security is required to protect EKEDP against the risk of bidder's conduct, which may warrant forfeiture.

The Bid Security shall be in any of the following forms:

- a) Banker's Cheque/Demand Draft drawn in favour of EKEDP.
- b) Bank Guarantee valid for 210 days after due date of submission.

The Bid Security shall be forfeited in the event that:

- a) The bidder withdraws its bid during the period of specified bid validity; Or
- b) The successful bidder does not:
 - (i) Accept the contract award
 - (ii) Furnish the required performance guarantee

6.0. Type Tests (where applicable)

The type tests specified in Eko Electricity Distribution Company meter specifications should have been carried out within 2years prior to the date of opening of technical bids and test reports are to be submitted along with the bids. If type tests carried out are not within the two years prior to the date of bidding, the bidder will arrange to carry out type tests specified, at his cost. The decision to accept/ reject such bids rests with EKEDP. EKEDP will accept submissions in line with the metering code.

7.0. Mandatory documents required along with the Bid

- a) Price Schedule

- b) Evidence of payment of Tender fee.
- c) Duly signed copy of Tender as an acceptance to all terms and conditions as mentioned in this Tender.
- d) Audited Financial Statement of the bidders/consortium
- e) Evidence of past relevant experience of the bidder or its employees along with supporting documents
- f) Type Test details along with a sample of each item as specified in Annexure – Additional documents to be provided by ... (if applicable)
- g) Meter specification details as per attached sheet
- h) Proper authorization letter (power of attorney) to sign the tender on behalf of the bidder shall accompany the bid.
- i) Evidence of ability to source a minimum of thirty percent (30 %) of proposed meters quantity to be contracted from local meter manufacturers.
- j) Other Necessary supporting documents:
 - Certificate of incorporation and memorandum and articles of association
 - Tax clearance certificates
 - Certified audited financial statements for 3 consecutive years prior to the year in which the application is made
 - Detailed resumes of Applicant's board of directors, management and technical staff
 - Ten-year business plan
 - Details of the Applicant's relevant previous experience
 - VAT Registration Certificate
 - Copies of academic and professional qualifications of key staff
 - Proof of warehousing facilities for metering systems
 - Proof of ability to secure funds for the procurement of metering systems

8.0. Eligible Bidders

A bidder must have applied and obtained a "No objection" from the Nigerian Electricity Regulatory Commission to participate in the procurement process for the engagement of Meter Asset Providers under the MAP Regulations 2018. A Bidder may be a firm that is a private entity, a government-owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) receives or has received any direct or indirect subsidy from another Bidder; or
- c) has the same legal representative as another Bidder; or
- d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of EKEDP regarding this bidding process; or
- e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or

- g) any of its affiliates has been hired (or is proposed to be hired) by EKEDP or Borrower for the Contract implementation; or
- h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the services specified in this bidding document that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- i) has a close business or family relationship with a Director, Owner, Agent or staff of EKEDP who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to EKEDP throughout the procurement process and execution of the contract.

9.0. Deviation from Tender

Bidder shall submit a signed and stamped copy of this Tender as a token of acceptance of all the terms and conditions of this Tender. There shall be no deviation to the Tender document supplied.

10.0. Right of Acceptance/Rejection

The bid is liable to be rejected:

- a) In the absence of any of the documents listed in section 1.4 above
- b) Where the tender is received after due date and time
- c) Where the tender is not received as per terms and conditions of tender.

11.0. Supplier Confidentiality

Eko Electricity Distribution Company and the bidder shall act confidentially and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the bidder may furnish to its subcontractor such documents, data, and other information it receives from EKEDP to the extent required for the subcontractor to perform its work under the contract, in which event the Bidder shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Bidder.

EKEDP shall not use such documents, data, and other information received from the bidder for any purposes unrelated to the contract. Similarly, the bidder shall not use such documents, data, and other information received from EKEDP for any purpose other than the performance of the Contract.

The obligation of a party however, shall not apply to information that:

- a) EKEDP or Bidder needs to share with other institutions participating in the financing of the Contract;
- b) now or hereafter enters the public domain through no fault of that party;
- c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

12.0. Performance Bond

The successful bidder is required to provide a Performance Bond covering 10% of the total contract value in a format acceptable to EKEDP.

13.0 Payment and Securitization Arrangements

Payment and securitization arrangements shall be in accordance with the provisions of the MAP Regulations 2018. The Successful Bidders total monthly metering charge covering the metering services as specified in the Price Schedule shall be reflected on the bills of electricity customers served by Eko Electricity EKEDP.

Metering Service Charge payments made by customers shall be ring fenced and paid to the MAP by EKEDP. Customer who pay upfront for their meter shall entitled to all services.

14.0. Ethics and anti-corruption

Eko Electricity Distribution Company and the Bidders shall abide by the laws of the Federal Republic of Nigeria and Regulations issued by the Nigerian Electricity Regulatory Commission. The Bidder shall also ensure adherence to all ethical norms and in no form either directly or indirectly be involved in unethical practice.

As a minimum, both Distribution Company and the Bidder shall comply with all relevant regulations issued by NERC and all Anti-Corruption Laws and Guidelines as contained in the Corrupt Practices and Other Related Offences Act 2000, Economic and Financial Crimes Commission Act 2002, Advanced Fee Fraud and Other Related Offences Act 2006, Money Laundering Prohibition Act 2004 and other anti-corruption regulations under the Laws of the Federation of Nigeria.

To ensure compliance at all times, Bidders and its staff, agents and subcontractors shall permit EKEDP to have access to and inspect all accounts, records and other documents relating to every stage of this procurement process.

SECTION 2:

Scope of Work

15.0. Scope of work

The scope of work shall include the provisions of metering services comprising:

- Meter Financing;
- Procurement;
- Supply Installation;
- Maintenance & Meter integrity;
- Replacement; and
- Technology backend systems and related infrastructure

The Bidder shall comply with the provisions of the Meter Asset Provider Regulations 2018, the Metering Code, the Guidelines for Certification of Metering Service Provider and Related Matters and other relevant Regulations.

16.0. Meter Financing

The Bidder shall provide financing cost of the meters and meter accessories to be deployed for the duration of contract, which shall not be less than 10 years in line with the provisions of the MAP Regulations 2018.

17.0. Meter Procurement

The Bidder shall procure meters that meet the minimum specifications contained in this Bidding Document and the Metering Code. The Bidder shall also provide necessary warehousing and storage facilities as well as logistics required to store and deploy meters while ensuring integrity and functionality of the meters at all times.

18.0. Meter Installation

The Successful Bidder is responsible for the installation, sealing and enclosures of meters including carrying out routine checks for meter security and integrity.

The Bidder is responsible for the cost of meter supply, transportation, storage and all costs necessary to ensure efficient and effective installation including initial meter tests and meter sealing.

The Bidder shall deploy, as minimum, technology and back-office systems that are capable of maintaining and retrieving records of financial, inventory, customer data and monitoring usage of deployed infrastructure on an on-line real time basis.

All technology systems deployed by MAPs shall be capable of interfacing into the vending platforms of Distribution Licensees. Bidders are required to submit along with their bids evidence of applicable certifications.

19.0 Meter Maintenance

The successful bidder shall be responsible for ongoing maintenance of the meters over its useful life. Such maintenance service will include:

- a) Periodic checks to ensure continuous functionality and accuracy;
- b) Monitoring of meter tampering and bypass; and
- c) Replacement/repairs of faulty meters or faulty meter parts.

20.0 Meter Replacement

In line with the Meter Asset Provider Regulations 2018, the MAP shall repair or replace faulty meters within two (2) working days of being notified of such faults.

Where a MAP fails to repair or replace a meter within two (2) working days of a report by the customer or Distribution Licensee, the customer shall not be liable for the payment of metering service charge for the billing period unless such delays were as a result of inaccessibility to the customer's premises.

21.0. Insurance and Disaster Recovery

In line with the MAP Regulations 2018, the successful Bidder shall:

- Insure the meter assets and secure all metering equipment deployed
- Ensure frequent back up of relevant data to ensure integrity of the metering system
- Provide warranty/replace defective meters at it's (MAP) own cost within the warranty period of 10 years.

22.0. Quantity of Meters Required

The total number of meters required to close the current metering gap and for which the bidder is requested to provide meter supply, financing, installation, replacement and maintenance services are as follows:

1	Customer population without meter	40, 000
2	Number of meters required to close the metering gap:	
	▪ Single-phase prepaid meter	38,000
	▪ Three-phase prepaid meter	2,000
	▪ MD prepaid meter	
	▪ MD smart meter	

The above metering gap of Ojo Business District is a single Lot covering the following locations. The required meter type for each location is as indicated in columns 5 – 6:

	Business Units/Districts	State	Required Number of meters	Meter Type (Single-Phase Prepaid)	Meter Type (Three-Phase Prepaid)
1	Ojo Business District	Lagos	40,000	38,000	2,000
2					
3					
4					
5					
6					
7					
8					
9					
10					

23.0. Delivery Schedule/Meter Deployment Plan

The Bidder shall note EKEDP's Meter Deployment Plan (copy attached) necessary to meet metering targets set by NERC and prepare a Gantt chart depicting proposed meter deployment plan and required resources.

SECTION 3:

Qualification and Evaluation Criteria

24.0. Qualification and Evaluation Criteria

24.0 Qualification Criteria

- a) Annual Turnover of the bidder (or any member of its consortium) for the last three financial years should not be less than N250million for each financial year.
- b) The bidder should have license/ legal/ statutory clearances for the offered services from relevant Nigerian agencies or their foreign equivalents where applicable.
- c) The bidder shall demonstrate ability to deploy as minimum, technology and back-office systems that are capable of maintaining and retrieving records of financial, inventory, customer data and monitoring usage of meter infrastructure.
- d) All technology systems deployed by MAPs shall be capable of interfacing into the vending platforms of Distribution Licensees.
- e) Bidder shall show evidence of its capacity to source a minimum of 30% of their contracted metering volumes from local meter manufacturing companies in Nigeria
- f) Bidder shall demonstrate in its project financing Debt: Equity equivalent of 70%: 30%

25.0. Evaluation Criteria

The bids will be checked for responsiveness ensuring whether the mandatory documents listed in on pages 13 and 14 are submitted.

Responsive bids will thereafter be evaluated technically to ensure compliance to tender terms and conditions using the following criteria:

1. Technical Adequacy*	
Compliance with Required Specifications of Meters	Pass / Fail
30% Minimum Local Content Requirement	Pass / Fail
2. Bidders Credibility & Experience (60.00 Points)	
Experience of Bidders	20
Financial Capability, financing plan	20
Meter Asset Integrity (Revenue Assurance Plan)	20
<i>Sub total</i>	60
3. Delivery and Installation Capability (15.0 Points)	
Sourcing and Supply Capabilities	10
Meter Installation Capabilities (Qualifications and Competence of Key Personnel)	15
Technical Work Plan	10
Local Presence (Infrastructure)	5
<i>Sub total</i>	40
Total	100
<p><i>*Only Bids that have passed number 1 evaluation above will proceed to number 2 and 3 evaluations (Credibility/Experience and Delivery/Installation Capability</i></p> <p><i>** Only Bids scoring up to 70% total score shall proceed to Financial Evaluation</i></p>	

The bids of all technically qualified bidders will be evaluated commercially on the overall best price offer. Hence all bidders are advised to quote their most competitive rates for each component of the bid.

Bidder must mandatorily quote against each item in the Price Schedule form. Failure to do so may result in the rejection of the bid.

26. Bid Opening & Evaluation process

26.1. Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence EKEDP's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

26.2 Technical bid opening

Bids will be opened at 1400Hrs on 19th November 2018 in the conference room of the Distribution Company's corporate office in the presence of accredited representatives of bidders who may choose to be present at the time of tender opening. Technical bid must not contain any cost information whatsoever and shall be submitted within due date.

First, the envelope marked "Bid Security" will be opened. Bids without Bid Security/cost of tender (if applicable) of required amount in prescribed form, shall be rejected.

Next, the technical bid of the bidders who have furnished the requisite Bid Security will be opened, one by one.

27.0 Preliminary Examination of Bids/Responsiveness

EKEDP will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. EKEDP may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

Prior to the detailed evaluation, EKEDP will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability/local content requirement and acceptable quality of the goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

Bid determined as not substantially responsive will be rejected by EKEDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

28. Technical Clarifications

After scrutiny of qualifying criteria and technical bid, clarifications may be sought from the bidders for any deviations with respect to EKEDP specifications and attempt will be made to bring all bids on a common footing. After all technical issues are clarified, the date of price bid opening will be intimated to the technically accepted bidders and same shall also be posted on the EKEDP's website.

29. Clarification Of bids

To assist in the examination, evaluation and comparison of Bids, EKEDP may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

30. Price Bid Opening

Price bids will be opened at the stipulated date and time. The Bid Security of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of EKEDP without further correspondence in this regard.

31. Award Decision

The EKEDP will provisionally award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid based on the Evaluation Criteria described above. The decision to award contract will depend on a technically qualified bidder offering the most competitive unit cost of providing metering service as detailed in the Price Schedule.

The successful bidder who is issued a provisional letter of award of contract shall sign a Metering Service Agreement with EKEDP upon:

- a) Obtaining a Permit from the Nigerian Electricity Regulatory Commission;
and
- b) Submission of a Performance Bond in line with the provisions of the MAP Regulations 2018 and this Bidding Document.

Where claims made by a Bidder during the bidding process are later found to be false or fraudulent, such a bidder will be disqualified.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and EKEDP reserves the right to award other suppliers who are found fit.

SECTION 4:

Minimum Specifications

32. Specification and standards

The minimum meter specifications shall be as contained in Annexure 1.

SECTION 5:

Bidding Forms

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Eko Electricity Distribution PLC, 24/25 Marina, Lagos, Nigeria

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder / Meter Asset Provider]* (hereinafter called "the Bidder") has submitted to you its bid dated: *[_____]* (hereinafter called "the Bid") for the execution of *[the Form of Agreement]* under Invitation for Bids No. **EKEDC/PSD/002/2015**.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums equivalent of One (1) Thousand Naira per Unit of meter bided for (N1000/meter) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid document; or

- (b) having been notified of the acceptance of its Bid by the Distribution Company during the period of Bid validity, (i) fails or refuses to execute the Form of Agreement; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Form of Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) Thirty (30) days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature]

FORM OF AGREEMENT

**CONTRACT FOR PROCUREMENT OF METER ASSET PROVIDER SERVICES AT _____
[Here insert the name of the site to which the contract will pertain, and proposed
Generation Capacity considered.]**

This AGREEMENT is made and entered into on the ____ day of _____, (the "Effective Date") between the Eko Electricity Distribution Plc whose registered office is at 24/25 Marina, Lagos (hereinafter referred to as "the Distribution Company") and _____ whose registered office is at _____ (hereinafter referred to as "the Meter Service Provider")

WHEREAS, the Meter Asset Provider is, among other things, in the business of supplying, installing, maintaining and operating power generation equipment and providing power supply as may be necessary to meet Distribution Company's term and/or Metering requirements of end users and utilities; and

WHEREAS, the Distribution Company is in the business of Electricity Distribution and Sales; and

WHEREAS, the Meter Asset Provider is willing, pursuant to the terms and conditions of this Agreement, to finance, deliver, install and operate the Meters and associated Infrastructure for the purpose of providing Metering Services to the Distribution Company; and

WHEREAS, the Meter Asset Provider wishes to supply, deliver, install, commission, interface the units to the Distribution Company's vending platform, undertake the operation and maintenance, perform the services and maintenances of the Metering infrastructure, including supply of spare parts and replacements to produce Metering Services; and

WHEREAS, both the Parties are willing to enter into this Agreement to carry out such services, and be bound by, the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties hereby agree as follows.

It is hereby agreed and declared as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Meter Service Agreement Documents.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Meter Service Agreement
 - b. Agreement and/or Letter of Award;
 - c. Performance Guarantee;

In case of conflict among these documents and for their interpretation, any of them will prevail on the following ones in sequence as listed above.

4. In consideration of the payments to be made by the Distribution Company to the Meter Asset Provider as set out in the Meter Service Agreement, the Meter Asset Provider hereby covenants with the Distribution Company that the Meter Asset Provider shall and will duly deliver, install and operate the Metering infrastructure for the purpose of providing energy metering to the Distribution Company within and at the times and in the manner and subject to the terms and conditions of this Agreement.

IN WITNESS WHERE OF the authorised representatives of the Distribution Company and the Meter Asset Provider have hereunto respectively set their hands-on behalf of the Distribution Company and the Meter Asset Provider the day and year first above written.

Signed on behalf of

EKO ELECTRICITY DISTRIBUTION PLC

EXECUTIVE OFFICER

Signed on behalf of

METER SERVICE PROVIDER

Witnesses:

1. _____

2. _____

FORM OF PERFORMANCE GUARANTEE

Eko Electricity Distribution PLC,

24/25 Marina, Lagos, Nigeria

(The "**Beneficiary**")

[Date]

Dear Sirs,

Irrevocable Standby Letter of Credit No. [Number]

Whereas an agreement (the "**Agreement**") dated [_____2018] has been entered into between [*insert the name of the Meter Asset Provider*] (the "**Applicant**") and the Beneficiary; and

Whereas the Agreement provides for the Applicant to provide to the Beneficiary security in the amount of ten percent (10%) of the contract value to ensure the completion and proper operation and maintenance of the Assets;

Therefore, at the request of the Applicant, the [*insert the name of Issuing Bank*] of [*address*] (the "**Issuing Bank**") issues this irrevocable standby letter of credit number [*number*] ("**Letter of Credit**") in favor of the Beneficiary, on the following terms and conditions:

1. DEFINITIONS

In this Letter of Credit:

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Nigeria.

"**Demand**" means a demand for a payment under this Letter of Credit in the form prescribed in Clause 5 of this Letter of Credit.

"**Expiry Date**" means _____ 2029. *[Insert a date that is the commercial operations date]*

"**Total L/C Amount**" means ten percent (10%) of the contract value.

2. ISSUING BANK'S AGREEMENT

- 2.1 The Beneficiary may request a drawing or drawings under this Letter of Credit by giving to the Issuing Bank a duly completed Demand. A Demand must be received by the Issuing Bank by no later than 3:00 p.m. (Nigerian time) on the Expiry Date.
- 2.2 Subject to the terms of this Letter of Credit, the Issuing Bank unconditionally and irrevocably undertakes to the Beneficiary that, within twenty Business Days of the receipt by it of a Demand, it must pay to the Beneficiary the amount demanded in that Demand to the bank account nominated in such Demand.
- 2.3 The Issuing Bank will not be obliged to make a payment under this Letter of Credit (except for any amount payable under Clause 8 hereof) if and to the extent that the aggregate of all payments made by it under this Letter of Credit (ignoring any payment made under Clause 8 as aforesaid) would exceed the Total L/C Amount.

3. EXPIRY

- 3.1 The Issuing Bank will be released from its obligations under this Letter of Credit on the date, if any, notified by the Beneficiary to the Issuing Bank as the date upon which the obligations of the Issuing Bank under this Letter of Credit are released.
- 3.2 Unless previously released under Clause 3.1 above, at 3:00 p.m. (Nigerian time) on the Expiry Date the obligations of the Issuing Bank under this Letter of Credit will cease, with no further liability on the part of the Issuing Bank except for any Demand validly presented under the Letter of Credit that remains unpaid.

- 3.3 When the Issuing Bank is no longer under any further obligations under this Letter of Credit, the Beneficiary must return the original of this Letter of Credit to the Issuing Bank.

4. PAYMENTS

All payments under this Letter of Credit shall be made in US Dollars and for value on the due date to the account of the Beneficiary specified in the Demand.

5. DELIVERY OF DEMAND

- 5.1 Each Demand shall be in writing, and, unless otherwise stated, may be made by letter, fax or e-mail and must be received in legible form by the Issuing Bank at its address and by the particular department or officer as follows:

[Insert the name of the appropriate Bank department, etc.]

- 5.2 Each Demand shall be accompanied by a signed statement certifying that:

- (i) the Applicant is in breach of its obligations under the Agreement, (with the particulars of the breach); and that
- (ii) Such claim is not as a result of the Beneficiary's failure to perform its obligations under the Agreement; and that
- (iii) At the date of the Demand the Beneficiary has made full and proper payment of all invoices raised by the Applicant to the Beneficiary.

6. CHARGES

All charges imposed by the Issuing Bank in connection with this Letter of Credit are for the account of the Applicant.

7. GROSS-UP

All payments due under this Letter of Credit to the Beneficiary shall be calculated and made without any set-off or counterclaim whatsoever and free and clear of all deductions or withholdings whatsoever unless such deduction or withholding is required by applicable law. If any such deduction or withholding is required by applicable law in respect of any payment due to the Beneficiary, the Issuing Bank shall increase that payment to the Beneficiary so that the net amount received by the Beneficiary after the deduction or withholding (and after taking account of any further deduction or withholding which arises as a consequence of the increase) shall be equal to the full amount which the Beneficiary would have been entitled to receive in the absence of any requirement to make a deduction or withholding.

8. DEFAULT INTEREST

If the Issuing Bank fails to pay any sum payable by it under this Letter of Credit on the due date for payment, the Issuing Bank shall pay interest on such sum for the period from and including the due date up to the date of actual payment, both before and after any judgment, at the rate of two per cent per annum above the Issuing Bank's base rate from time to time. Such default interest shall accrue from day to day, shall be compounded at quarterly intervals and shall be paid by the Issuing Bank on demand.

9. ASSIGNMENT

The Beneficiary's rights under this Letter of Credit may not be assigned or transferred. For the avoidance of doubt, nothing in this Letter of Credit shall confer on any third party any benefit or the right to enforce any term of this Letter of Credit.

10. GOVERNING LAW

This Letter of Credit shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria.

11. JURISDICTION

In the event of a dispute between the Applicant and the Beneficiary arising out of or in connection with this Letter of Credit, such matter or matters in dispute shall be finally settled under the Rules of Conciliation and Arbitration of the United Nations Commission on International Trade Law UNCITRAL, by three arbitrators, one appointed by each Party, and the third, who shall be the chairman,. The language of the arbitration shall be English and the place of the arbitration shall be Lagos, Nigeria.

Yours faithfully,

[Issuing Bank]

Bidder's Technical Capability

S/N	Nature of Experience	Quantity	Contract Value	Dates and Duration
1	Meter Financing Capability and Experience			
2	Meter Supply Experience			
3	Meter Installation Experience			
4	Meter Operations Experience (Replacement/Maintenance)			

Gantt Chart depicting Bidder's Work Plan

Price Schedule

Unit Cost:

MAP PROCUREMENT - PRICE SCHEDULE FORM			
S/N	Description	Meter Type (Prepaid Single Phase)	Meter Type (Prepaid Three Phase)
	<i>Currency</i>	N	N
Unit cost:			
1	Meter Costs (meters and accessories)		
2	Logistics Costs (meter test, warehouse costs)		
3	Meter Installation (Including Material) costs		
4	Meter Financing Costs		
5	Meter Replacement Costs (insurance)		
6	Total Capital Cost per Unit		
7	Meter Maintenance Costs		
8	Total Maintenance Cost per Unit		
9	Applicable Taxes (borne by EKEDP)		
10	Total Unit Cost		

Total Cost:

S/N	Description	Meter Type (Prepaid Single Phase)	Meter Type (Prepaid Three Phase)
10	Quantity of Meters Required (as per Bid Document) <i>(in units)</i>		
11	Total Unit Cost (row 10 above)		
12	Total Cost of all Meters		

Bidder shall declare cost for customers who chooses to pay a one-time upfront payment for the meters as follows:

S/ N	Description	Meter Type (Prepaid Single Phase)	Meter Type (Prepaid Three Phase)
14	Payment for One-time Cost of Meters		

Bidder shall provide a complete table of its amortization schedule, showing its principal payment, interest and other applicable pricing parameters in accordance to Bid Price Clause 3.6 of this document.

SAMPLE LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$5,000.00
Annual interest rate	4.00%
Loan period in years	1
Number of payments per year	12
Start date of loan	29/10/2018

Optional extra payments	\$100.00
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LOAN SUMMARY

Scheduled payment	\$425.75
Scheduled number of payments	12
Actual number of payments	10
Total early payments	\$900.00
Total interest	\$89.62

LENDER NAME	Woodgrove Bank
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PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	29/10/2018	\$5,000.00	\$425.75	\$100.00	\$525.75	\$509.08	\$16.67	\$4,490.92	\$16.67
2	29/11/2018	\$4,490.92	\$425.75	\$100.00	\$525.75	\$510.78	\$14.97	\$3,980.14	\$31.64
3	29/12/2018	\$3,980.14	\$425.75	\$100.00	\$525.75	\$512.48	\$13.27	\$3,467.65	\$44.90
4	29/01/2019	\$3,467.65	\$425.75	\$100.00	\$525.75	\$514.19	\$11.56	\$2,953.46	\$56.46
5	01/03/2019	\$2,953.46	\$425.75	\$100.00	\$525.75	\$515.90	\$9.84	\$2,437.56	\$66.31
6	29/03/2019	\$2,437.56	\$425.75	\$100.00	\$525.75	\$517.62	\$8.13	\$1,919.94	\$74.43
7	29/04/2019	\$1,919.94	\$425.75	\$100.00	\$525.75	\$519.35	\$6.40	\$1,400.59	\$80.83
8	29/05/2019	\$1,400.59	\$425.75	\$100.00	\$525.75	\$521.08	\$4.67	\$879.50	\$85.50
9	29/06/2019	\$879.50	\$425.75	\$100.00	\$525.75	\$522.82	\$2.93	\$356.69	\$88.43
10	29/07/2019	\$356.69	\$425.75	\$0.00	\$356.69	\$355.50	\$1.19	\$0.00	\$89.62

ANNEXTURE 1 – Minimum Meter Specifications

