



Name of Company: Abuja Electricity Distribution Plc
Reference Bid No: AEDC/P/0009/2020
Subject: Request for Proposal (RFP) for the provision of 2021 Insurance Services

Bid Timetable:

Date of Issue: 9th November 2020
Request for Clarification due: 13th November 2020; 10am
AEDC Clarification to bidders: 19th November 2020; 10am
Date of Bid Submission due: 30th November 2020; 12pm
Planned date of award: 22nd December 2020
No. of pages : 16 (including this coversheet)

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Introduction

Abuja Electricity Distribution Company (AEDC) established in 1997 is a company registered under the laws of the Federal Republic of Nigeria based on the privatization of the power distribution sector in Nigeria. AEDC is required to maintain power quality in line with prevailing Nigeria regulations as set by the Nigeria Electrical Regulatory Commission (NERC) in their customer's service standards of Performance, together with internationally accepted standards (IEC 60050).

SECTION A : LIST OF INSURANCE POLICIES

We are inviting your company to submit a bid for our 2021 insurance as follows:

Insurance Policies for Jan 2021-Dec 2021

The insurance policies required are listed below:

Table 1 : Police Cover

S/N	Name of Policy	Lots
1	Group Life Assurance Policy	Lot 1
2	Group Personal Accident	Lot 2
3	Directors' and Officers' Liability	Lot 3
4	Motor Vehicle Insurance	Lot 4
5	Property-All Risk and Business Interruption (including Machinery Breakdown)	Lot 5
6	Sabotage and Terrorism, Including Malicious Damage, Strikes, Riots, and Civil Commotion	Lot 6
7	Public & Products Liability, and Electromagnetic Field Liability	Lot 7
8	Money Insurance (with fidelity guarantee extension)	Lot 8
9	Computer All-Risk	Lot 9
10	Cyber Liability Insurance	Lot 10

SECTION B: Mandatory Criteria for Selection

The following documents must be provided to be eligible for the consideration of a Technical and financial review.

Table 2 : Statutory and other mandatory requirements from Insurance Brokers

S/N	Description
1	Evidence of certified copies of Certificate of Incorporation with the Corporate Affairs Commission (CAC) including Forms CAC2 and CAC7.
2	Evidence of Company Income's Tax Clearance Certificate (certified by FIRS) for the last three (3) years (2017, 2018 & 2019) valid till 31st December 2020.
3	Evidence of Company Audited Accounts for 2018 & 2019 duly signed by licensed Auditors and certified by NAICOM.
4	Company profile to include names, qualification and experience of key personnel
5	Evidence of Current Operating License from the National Insurance Commission (NAICOM)
6	Professional Indemnity (Evidence of Valid Current Cover).
7	Evidence of Registration Certificate with Nigerian Council of Registered Insurance Brokers (NCRIB).
8	Membership of Financial Reporting Council (FRC) of the Broker
9	Sworn affidavit that none of the company's director has been convicted in any law court for any criminal offence including fraud and financial impropriety
10	Documented evidence of at least 3 similar jobs successfully completed within the last 5years including

	Letters of Award
11	Appendix 4- <i>Tender Acknowledgement form</i>
12	Appendix 5- <i>Conflict of interest form</i>

Table 3: Requirements from Proposed Underwriters

S/N	Description
1	NAICOM approved financial statements for 2018 & 2019 Financial Years
2	2018 Capital Assets/Shareholders Fund
3	Recapitalization Plan as submitted to NAICOM
4	Draft/sample copies of policy documents
5	Valid reinsurance treaty cover to be provided by Underwriters
6	Approved recapitalization plan by NAICOM for proposed underwriters

For ease of review all proposals must be **strictly** submitted in the above sequential manner. Failure to follow this instruction can lead to disqualification of your proposal.

FINANCIAL SUBMISSION

1. **Validity:** Your offer must be valid for at least 90 days from date of issue.
2. **Premium Payable:** Please quote firm, fixed premiums per insurance policy requested.
3. **Policy Details:** Please indicate details of the inclusions, limits, and exclusions of your proposed policy.
4. **Value Adds:** Please indicate any additional value-added services you propose. Kindly note that bidders who offer better policy benefits and/or extensions at competitive premiums will be considered more favorably.
5. **Sample Policy Document:** Please provide sample or draft copies of the policy documents you intend to execute with your recommended/proposed underwriters (lead underwriter).
6. You are required to sign your quotation before submission.

Bid submission instructions:

Sealed Bids marked with subject, closing date and time, should be addressed to:

Procurement Committee,
Abuja Electricity Distribution Company No.
1 Ziguinchor Street, Off IBB Way, Zone 4,
Wuse – Abuja,

All bids must be delivered and deposited in the **tender box** located on the 1st Floor, by Procurement Department at AEDC Headquarters at No. 1 Ziguinchor Street, Off IBB Way, Zone 4, Wuse – Abuja, or sent by courier to our street address as above.

The bidder's name and address **MUST** be written on the reverse side of the bid envelop and subject of supply on the Top Right Hand Corner of the envelope.

- ✓ The tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer in which case such corrections shall be initialed by the person or persons signing the tender.
- ✓ Tenderers are particularly directed that the price entered in the tender shall be for performing strictly in accordance with AEDC's requirements.
- ✓ **The closing date for the receipt of sealed bids is 12NOON on November 30, 2020**
- ✓ Late bids, emailed bids and faxed bids **WILL be rejected.**
- ✓ AEDC reserves the right to reject any tender and or annul the tendering process and reject all tenders at any time prior to AEDC signing the contract, without hereby incurring any liability to any tenderer and without being required to give any reason thereof.

For any further clarifications pertaining to this tender, please contact the undersigned on email address aedcprocurement@abujaelectricity.com enquiries received after 10:00 a.m. (Nigeria Time) 13th November,2020 will not be processed and will not receive a response.

From the Issue Date of this RFP until a Contract is signed by both parties, all correspondence is to be directed to the undersigned. Vendors shall not be permitted to communicate with other AEDC personnel in relation to this RFP unless otherwise communicated by the undersigned.

Procurement Committee

Abuja Electricity Distribution Company

Appendices

- ✓ *Appendix 1 - Instructions to Tenderers*
- ✓ *Appendix 2 - Schedule of Insurance Requirements*
- ✓ *Appendix 3 - Detailed Information on Insured and Assets*
- ✓ *Appendix 4 - Tender Acknowledgement form*
- ✓ *Appendix 5- Conflict of interest form*

Appendix 1 - INSTRUCTIONS TO TENDERERS

1. Cost of Tendering & Presentation

- 1.1 Tenderers must bear all the costs associated with the preparation and submission of their bid and any further costs incurred prior to award of contract unless otherwise previously agreed in writing by AEDC.
- 1.2 Tenderers may be invited to meet with representatives of AEDC and its advisers after the Closing Date to make presentations relating to their Proposals and to take part in a question and answer session. The dates for these presentations (if applicable) will be notified by AEDC to the tenderers in advance. The purpose of the presentations is to assist AEDC with its evaluation of the Proposals. The Tenderers may be requested to confirm in writing any statements made by the tenderers during the presentations. Any questions raised or statements made by AEDC at the presentations are subject to these terms and conditions.

2. Tender Invitation Documents

- 2.1 You are expected to examine all the tender invitation documents, which indicate what information must be provided. Incomplete bids will be rejected.
- 2.2 All material issued by AEDC in connection with the invitation to tender remains the property of the AEDC and is to be used solely for the purpose of tendering. Documents must not be copied or forwarded to unauthorized persons.
- 2.3 Information supplied by AEDC is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. No responsibility is accepted by AEDC for any inaccurate information obtained by tenderers.
- 2.4 All Proposals become the property of AEDC on receipt by AEDC and will not be returned to the tenderer. As between AEDC and a tenderer the intellectual property rights in the information contained in the tenderers Proposal belong to the tenderer, but AEDC may use any information contained in a Proposal for the purposes of assessing and evaluating the Proposal, for the negotiation and preparation of any related agreements, and as otherwise contemplated by this RFP. All intellectual property rights in this RFP and in any materials prepared by AEDC and distributed with, or in connection with, this RFP belong to, and remain with, AEDC.

3. Amendment to Tender Invitation Documents

- 3.1 The tender documents may be modified by amendment at any time prior to the deadline for receipt of tenders.
- 3.2 Any such amendment will be notified in writing to all prospective bidders who have received the tender documents.
- 3.3 In order to give you reasonable time in which to take the amendment into account in preparing your bid, AEDC may, at its discretion, extend the deadline for the receipt of tenders.

4. Tender Prices

- 4.1 Prices quoted shall be firm for the duration of the contract unless otherwise stated.

5. Bid Validity Period

- 5.1 Bids shall remain valid for a period of **ninety (90) days** from the closing date for return of tenders. A bid valid for a shorter period may be judged to be non-compliant and rejected by AEDC.
- 5.2 Any review or amendment by NAICOM during this bidding process that could affect the bidding process will take effect progressively and not retrospectively.
- 5.3 In exceptional circumstances, AEDC may seek your consent to extend the validity period. You may refuse such a request without penalty. If you grant the request you will not be permitted to modify your bid.

6. Documents Establishing the Eligibility and Qualifications of Tenderers

- 6.1 If so requested by AEDC, you should furnish documents establishing your eligibility to tender and your qualifications to fulfil the contract if your tender is accepted.

7. Language of Tender

- 7.1 The tender, all correspondence and all documents relating to the tender must be written in English. Any literature printed in another language and provided by you to AEDC must be accompanied by an English translation of its relevant passages. In such cases, for the purpose of interpreting the tender, the English translation shall govern.

9 Conflict of Interest

- 9.1 Tenderers where a conflict of interest may exist or arise, must inform AEDC and submit proposals for avoiding such conflicts. This is particularly important where the conflict could result in a real danger of bias in the execution of the works.

10. Submission of Tender

- 10.1 Submissions shall be made in two separate envelopes. Statutory documentations and technical requirements as provided in table 2, 3 and 4 above, shall be submitted in a separate envelope, while financial bid for the lots bided shall be submitted in a separate envelope
- 10.2 Statutory documentation and technical requirements shall be submitted in three (3) copies and inserted in a large envelope labeled "Technical **Proposal**" while Financial bid shall be submitted as one ORIGINAL copy and labelled **Financial Proposal**. Ensure the name of the bidder is boldly written on each envelope.
- 10.3 Your original tender, together with any copies as specified in the Invitation to Tender letter, must be securely sealed in an envelope and sent to the Procurement Committee, Abuja Electricity Distribution Company, Procurement Department, 1 Zinquichor Street, Zone 4, Wuse, Abuja.
- 10.4 Brokers can bid for any or all the lots.
- 10.5 AEDC shall not accept responsibility for the premature opening (and therefore rejection) or mishandling of envelopes not properly sealed or not correctly marked.

11. Deadline for Receipt of Bids

- 11.1 It is the tenderers responsibility to ensure that their tender is delivered by the date and time of the deadline for the receipt of tenders. AEDC does not undertake to consider tenders received after the deadline unless clear evidence of dispatch is available (e.g. clear post mark and/or certificate of posting).
- 11.2 Envelopes stamped/sealed by the bidders' own date stamp/seals will not be regarded as sufficient

evidence of posting.

- 11.3 Any request for an extension of the period of tendering must be received at least 4 working days before the due date for return. No undertaking can be given that an extension will be granted. Tenderers should note that if an extension is given this will be extended to all tenderers.

12. Withdrawal and re-submission of Tenders

- 12.1 Once tenders have been deposited in the tender box they cannot be withdrawn except with a formal written notification for the same. AEDC will not open the tender box once bids have been deposited up until the final bid submission deadline. Hence in such an instance where a withdrawal is requested, the bidder will wait until the bid submission deadline.

13. Evaluation of Tenders

- 13.1 AEDC will adopt a three stage evaluation process

- i. **Evaluation of Statutory documents:** Review of statutory and other requirements from Insurance brokers, and proposed underwriters for compliance as provided in table 2 and 3 above. To be evaluated on a "Yes or No" basis **"YES" connotes provided and "NO" connotes not provided. Only bidders that meet all the requirements in table 2 and 3 will have their bid considered for technical evaluation.**
- ii. **Technical Evaluation:** Review of policy requirements to confirm compliance with AEDC provision as indicated in table 4 above- **Schedule of Policy Requirements.** To be evaluated on **Compliant and Not Compliant** basis. **Compliant indicates that the bidder met AEDC requirements as provided in table 4 above, while Not compliant indicates that the bidder did not meet AEDC requirements as provided in table 4 above. Only bidders that met the requirements in 13.1(i) and 13.1(ii) above would have their bid considered for financial evaluation.**
- iii. **Financial Evaluation:** Evaluation of financial submission. To be evaluated based on **Lowest offer from compliant bidder(s)- Only bidders that have technically compliant submissions would have their financial bid evaluated.**

14. Right to Reject any or all Bids

- 14.1 AEDC reserves the right to cancel the tender process and reject all bids at any time prior to award of contract without incurring any liability to the affected bidders.
- 14.2 AEDC does not bind itself to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in his tender.

15. Standard Terms and Conditions of Contract

- 15.1 AEDC Standard Terms and conditions of Contract will be incorporated into any other terms provided for such services.

16. Confidentiality of Tenders

- 16.1 You should note that your tender will be invalidated if you disclose to any other party, even approximately, what your tendered prices are or will be at any time before the deadline for delivery of tenders. An exception to this will only be made if you need an insurance quotation to calculate your tender prices, in which case you may give your insurance company or brokers any essential information they require, so long as you do so in strict confidence.
- 16.2 Any attempt to obtain any information about anyone else's tender or proposed tender prior to the deadline for delivery of tenders will also invalidate your tender.

17. Award of Contract

- 17.1 Prior to the expiry of the bid validity period AEDC will send to the successful bidder a letter of provisional acceptance of tender.
- 17.2 At the same time AEDC will notify each unsuccessful bidder.
- 17.3 The successful bidder shall within 7 calendar days of receipt of the contract documentation sign both copies and return them to AEDC. AEDC will sign both copies and return one signed copy to the successful bidder and retain the other copy. No other form of acknowledgement will be accepted.

Appendix 2 : SCHEDULE OF INSURANCE REQUIREMENTS

Table 4: SCHEDULE OF INSURANCE REQUIREMENTS

REQUIREMENTS PER POLICY	
Policy: Group Life Assurance Policy	
Minimum Benefits/Inclusions Required:	
- Death benefit allowance:	3 x Annual Earnings
- Funeral benefit allowance:	5% of sum assured (i.e. total death claim) or ₦2,000,000; whichever is higher
- Terminal Illness Benefit:	30% of sum assured
- Automatic cover for new employees:	90 days
- Disappearance:	6months
- Max. Free Limit:	₦75million
- Territorial Limit	Worldwide
Policy: Group Personal Accident	
Minimum Benefits/Inclusions Required:	
- Permanent disability:	4 x Annual Earnings
- Temporary Total Disability:	52 Weeks
- Medical Expenses (Local):	Aggregate of ₦50million
- Medical Expenses (Foreign):	Aggregate of ₦50million
- Occupational Diseases:	Covered
- Automatic cover for new employees:	90 days
- Disappearance:	6months
- Repatriation Expenses:	Aggregate Limit of ₦50million
- Territorial Limit	Worldwide
Policy: Directors' and Officers' Liability	
Minimum Benefits/Inclusions Required:	
- Territorial Limit:	Worldwide
- Excess:	First ₦500,000 or 10%, whichever is less
- Professional Representation:	Covered
- New Subsidiaries:	Covered
- Discovery Period:	12 months

- Retired Directors and Employees:	12 months
- Aggregate Limit per occurrence:	₦200million
- Aggregate Limit per Year:	₦3billion

Policy: Motor Vehicle Insurance

Minimum Benefits/Inclusions Required:

- Accident to passengers:	Unlimited cover
- Excess buy-back:	Free
- Flood and Hurricane Cover:	Free
- Towing Limit:	₦100,000
- Authorized Repair Limit:	10% of value
- SRCC Cover:	Free

Policy: Property-All Risk and Business Interruption (Including Machinery Breakdown)

Minimum Benefits/Inclusions Required:

- Subject matter:	Transmission & Distribution Lines
- Limit of liability:	USD30million per occurrence
- Territorial Limit:	Nigeria
- Policy Deductibles:	Property-All Risk: 1% of claim or \$5,000 per occurrence, whichever is less Business Interruption: 1% of lost revenue, or 30 days per occurrence, whichever is less
- Interruption Indemnity Period:	12 months
- Indemnity	Lead Insurer pays 100%
- Vandalism	Covered

REQUIREMENTS PER POLICY

Policy: Sabotage and Terrorism, Including Malicious Damage, Strikes, Riots, and Civil Commotion

Minimum Benefits/Inclusions Required:

- Limit of Liability:	USD20million per occurrence
- Interruption Indemnity Period:	12 months
- Territorial Limit:	Nigeria
- Policy Deductibles:	Property-All Risk: 1% of claim, or \$10,000 per occurrence, whichever is less. Business Interruption: 1% of lost revenue, or 15 days per occurrence, whichever is less

Policy: Public & Products Liability, and Electromagnetic Field Liability

Minimum Benefits/Inclusions Required:

- Limit of Liability: **Public Liability:** USD50million per occurrence
Products Liability: USD50m per occurrence and aggregate limit
Electromagnetic Field: USD50m per occurrence, and aggregate limit
- Territorial Limit: Worldwide
- Policy Deductibles: 10% per occurrence, and aggregate limit

Policy: Computer All-Risk (Laptops & Desktops)

Minimum Benefits/Inclusions Required:

- Territorial Limit: Worldwide
- Policy Deductibles: ₦5,000 or 10% whichever is less
- Temporary Removal Clause Covered
- Larceny extension

Policy: Combined Money & Fidelity Guarantee Insurance

Minimum Benefits/Inclusions Required:

- Location: Kogi, Abuja, Niger, Nasarawa
- Policy Deductibles: 5% of each and every claim
- Insured Person: All Employees

Policy: Cyber Liability Insurance

Minimum Benefits/Inclusions Required:

- Territorial Limit: Worldwide
- Policy Deductibles: 10% of each and every loss

Appendix 3: DETAILED INFORMATION ON INSUREDS AND ASSETS

1. GROUP LIFE ASSURANCE & GROUP PERSONAL ACCIDENT

- **Period of cover:** January 5, 2021 to January 4, 2022
- **Number of staff:** 4,235
- **Total annual emoluments:** ₦10,622,202,184.12
- **Average Age:** 42 years
- See more detailed breakdown below:

S/N	Department	Payroll Cost (₦)	Average Age	Maximum Age
1	Audit	72,153,462.00	39	58
2	Change Management	75,491,483.55	41	48
3	Commercial Services	5,181,573,648.36	41	59
4	Corporate Communication	69,807,362.40	44	56
5	Corporate Services	33,884,937.60	32	32
6	Debt Management	26,548,958.40	44	57
7	Facility Mgt.	34,581,030.72	45	59
8	Financial Services	885,239,173.88	43	59
9	Human Resource	370,498,905.72	44	60
10	ICT	191,632,164.36	35	58
11	Legal Services	89,176,305.72	39	50
12	Projects	43,555,314.48	44	48
13	Protocol, Travels & Logistics	13,140,000.00	35	46
14	Regulatory & Government Relation	70,813,250.28	51	60
15	Risk & Compliance	336,418,451.64	41	58
16	Shared Services	61,716,815.52	53	57
17	Supply Chain Mgt.	151,566,752.91	44	60
18	Technical Services	2,914,404,166.58	41	59
	Grand Total	10,622,202,184.12	42	60

2. MOTOR VEHICLE INSURANCE

- **Period of cover:** January 1, 2021 to December 31, 2021
- **Number on fleet:** 224
- **Total Sum Insured:** ₦1,935,371,249.00
- Schedule of Vehicles will be shared upon successful appointment.

3. DIRECTORS' & OFFICERS' LIABILITY

- **Period of cover:** January 1, 2021 to December 31, 2021
- **Number of Insureds:** 10 (i.e. 6 non-executive Directors, and 4 Executive Directors)

4. PROPERTY-ALL RISK, SABOTAGE & TERRORISM, AND THIRD PARTY LIABILITY

- **Period of cover:** January 1, 2021 to December 31, 2021
- **Sum Insured:** USD317,328,556.36(i.e. ₦145,971,135,925.60@ ₦460/USD) broken down as follows:
 - **Property-All Risk:** USD193,570,419.38 (₦89,042,392,914.80 @₦460 per USD)
 - **Business Interruption:** USD123,758,136.98 (₦56,928,743,010.80 @₦460 per USD)

5. THIRD PARTY LIABILITY POLICY

- **Limit of Liability:** USD50,000,000.00

6. COMPUTER -ALL RISK

- **Sum Insured:** ₦300,360,000.00
- **Number of Computers:** 1022

7. COMBINED MONEY & FIDELITY GUARANTEE

A Money

- a. **Cash Points/Strong Room:** ₦25,000,000
- b. **Cash Safe in HQ/Cash offices:** ₦6,000,000
- c. **Aggregate per year:** ₦31,000,000

B. Fidelity Guarantee

- a. **Insured Person:** All Employees
- b. **Limit Anyone Loss:** ₦5,000,000.00
- c. **Aggregate Limit per year:** ₦85,000,000.00

8. Cyber Liability Insurance

- **Limit of Liability:** ₦48,500,000,000

TENDER ACKNOWLEDGMENT FORM

ABUJA ELECTRICITY DISTRIBUTION COMPANY

Procurement Department

Description: Provision of Insurance Services to AEDC

Date of Issue: 9/11/2020

Closing Date: 30/11/2020

ACKNOWLEDGEMENT OF RECIEPT OF TENDER DOCUMENT

I, the undersigned, acknowledge receipt of the above-mentioned tender documents.

Name:

Designation:

Signature:

Date:

Company Name:

Email Address:

I confirm that we shall participate in this tender

I regret that we shall not participate in this tender

Give reasons:

.....

.....

.....

This form MUST be completed and sent back to AEDC as confirmation of receipt of the enquiry by return mail

Appendix 5- CONFLICT OF INTEREST FORM (To be completed by the bidder)

VENDOR’S CONFLICT OF INTEREST DECLARATION

For the purposes of this statement, the term “Conflict of Interest” means:

- a) in relation to the procurement process, the Vendor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having, or having access to, confidential information of AEDC in relation to this procurement that is not available to other Vendors,
 - (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or
 - (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or
- b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Vendor’s other commitments, relationships or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the Vendor will be deemed to declare that:

- (a) there was no Conflict of Interest in preparing its proposal and/or quote; and
- (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the procurement.

Otherwise, if the statement below applies, check the box.

- The Vendor declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal and/or quote, and/or the Vendor foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the procurement.

If the Vendor declares an actual or potential Conflict of Interest by marking the box above, the Vendor must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, consultant, or in any other capacity

- (a) participated in the preparation of our proposal and/or quote; and
- (b) were employees of the AEDC and have ceased that employment within twelve (12) months prior to the date our proposal and/or quote is made:

Nos	Subject	Details
1	Name of Individual	
2	Job Grade	
3	Department	
4	Last Date of Employment with the AEDC	
5	Brief Description of Individual’s Job Functions	
6	Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal and/or Quote	

(Repeat above for each identified individual)

The Vendor agrees that upon request, the Vendor shall provide to AEDC any additional information from each individual identified above in the form prescribed.

Name of Vendor

Signature of Vendor's Representative

Name of Vendor's Representatives

Date