**Request for Proposal (RFP) Template for Renewable Embedded Generation Business Model**

May 2024 



**Notes to Readers:**

* This RFP template has been designed by RMI with support from the Global Energy Alliance for People and Planet (GEAPP) as part of a distributed energy resource (DER) toolkit that aims to accelerate DER project development in Nigeria.
* This is a generic template and is not based on any existing project.
* Neither RMI, nor any other party involved in the development of this document make any warranties, express or implied, with regard to use of this document and nothing herein shall be construed as creating any liability or responsibility for the consequences of using this template. This template is shared publicly in good faith to support Nigeria’s energy sector.
* References to electricity sector regulations do not, and are not intended to, constitute legal advice and are provided for general informational purposes only. Information in this document may not constitute the most up-to-date legal or other information.
* Confidential customer information should not be publicized to DER developers or others without the consent of the customer or the necessary confidentiality agreements first.
* This generic template assumes the DisCo procuring the DER developer uses an RFQ phase beforehand to ensure applying developers are qualified and have signed a confidentiality agreement.
* Numbers in brackets and/or highlighted in yellow are placeholder numbers that can be modified to suit on project-specific considerations.
* Phrases enclosed in brackets are simply placeholders that should be replaced with the appropriate information.
* Throughout this template, footnotes and comments are used to provide commentary on specific aspects of the RFP. It is important to note that these footnotes are not part of the RFP and are only intended to guide users of this template as they edit it for their specific projects.

[DISTRIBUTION LICENSEE NAME]

[LOGO]

**RENEWABLE EMBEDDED GENERATION PROJECT**

**Request for Proposal**

**for** **an**

**Independent Power Producer**

**for**

**[REG Clusters]**

**in**

**[REG Cluster Locations]**

**RFP Issue Date: [DATE], 202X**

**Proposals Submission Deadline: [DATE], 202X**

**PREFACE**

**[DISTRIBUTION LICENSEE NAME]** has prepared this Request for Proposal (“**RFP**”) document to invite Pre-Qualified Organizations wishing to submit Proposals as Embedded Generators to develop, finance, build, own, and operate a grid-tied power plant comprising solar photovoltaic (PV), battery energy storage, and thermal generator energy system – henceforth known as the **Embedded Generation System** – to serve customers in parts of [REG Clusters]. The selected **Preferred** **Bidder(s)** will be invited to sign a Power Purchase Agreement (“**Agreement**”) with [DISTRIBUTION LICENSEE NAME] to generate and supply electricity to [DISTRIBUTION LICENSEE NAME] through the Renewable Embedded Generation System.

[DISTRIBUTION LICENSEE NAME] has identified an area in **[REG Cluster Locations**] with several maximum demand commercial customers as well as residential customers who require additional hours of power.

[PLACEHOLDER – PROJECT BACKGROUND INFORMATION]

**[DISTRIBUTION LICENSEE NAME]** has conducted preliminary feasibility studies on the project including customer enumeration, collection of load data for key customers using power analyzers and initial engagement of anchor customers.

This is a Stage 2 (of 2 total stages) RFP to procure an Embedded Generator to provide electricity services to [DISTRIBUTION LICENSEE NAME] for the purpose of improving supply in **[REG Cluster Locations]**. Only **Pre-Qualified Organizations** that were notified by [DISTRIBUTION LICENSEE NAME] of successfully passing the Stage 1 Request for Qualifications (“**RFQ**”) and invited to bid in this Stage 2 RFP may submit Proposals. This document is confidential and shall not be distributed except by **[DISTRIBUTION LICENSEE NAME]** to the Pre-Qualified Organizations.

This document has been produced from information relating to dates and periods referred to in this document. This document does not imply that any information or data is expressly agreed within the written scope of its services.

The REG Customers, [**DISTRIBUTION LICENSEE NAME],** or any stakeholder providing assistance to **[DISTRIBUTION LICENSEE NAME]** shall not be responsible in any way in connection with erroneous information or data provided to it by any third party, or for the effects of any such erroneous information or data whether or not contained or referred to in this document.

This information is provided on the basis that it is non-binding to **[DISTRIBUTION LICENSEE NAME]**, their staff, or advisors or any other stakeholder providing assistance to **[DISTRIBUTION LICENSEE NAME]**. **[DISTRIBUTION LICENSEE NAME]** reserves the right to not proceed with the initiative as well as the right not to discuss the initiative further with any respondent.

**[DISTRIBUTION LICENSEE NAME]** reserves the right to amend, modify or withdraw this document or any part of it, or to terminate or amend any of the procedures, processes or requirements detailed in this document at any time, without prior notice and without liability to compensate or reimburse any person pursuant to such amendment, modification, withdrawal or termination.

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# **DEFINITIONS AND INTERPRETATIONS**

In this RFP each of the following words and expressions shall have the following meanings:

|  |  |
| --- | --- |
| **“Affiliates”** | means for either Party any person(s) that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “under common control with,” and “controlled by”), as used with respect to any Party, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of over fifty percent (50%) voting stock or other equity interests, by contract, or otherwise. |
| “**Agreement**” | means the Power Purchase Agreement to be signed by the Embedded Generator and the DisCo together with the Annexes and any extensions, renewals or amendments of the Power Purchase Agreement agreed to in writing by the Parties |
| “**Applicable Laws**” | means any and all constitutions, treaties, charters, acts, statutes, laws (including all environmental laws and tax laws), decrees, ordinances, rules, codes, instruments, regulations, orders, announcements or published gazettes, practices or any interpretation thereof which are enacted, issued or promulgated by any Relevant Authority, including regulations and rulings made or issued by the NERC, any final decree, judgment or order of any court of competent jurisdiction and any standards and/or objective criteria which are contained in any Authorisation and are relevant for the transaction stipulated herein. Any reference to any Applicable Law shall include all statutory and administrative provisions consolidating, amending or replacing such Applicable Law and shall include all rules and regulations promulgated thereunder. |
| **“Authorization”** | means any applicable approval, consent, exemption (including waiver), license, order or permit of or duly issued by or from any Relevant Authority required for the due performance by any Party of any covenant or obligation hereunder and includes the Authorizations already obtained prior to the date of the Agreement. |
| **“Business Day”** | means any Day other than a Saturday or Sunday, that is not a national public holiday in Nigeria or a Day on which banks are authorized by law or executive order to be closed in Nigeria. |
| **“Change in Law”** | means at any time after the Commencement Date:   1. the adoption, promulgation, or modification after the Commencement Date of any Applicable Law, by any Relevant Authority; 2. the imposition of any material condition not required as of the Commencement Date in connection with the issuance, renewal, extension, replacement or modification of any Authorisation by any Relevant Authority; 3. the change or modification of any Authorisation by a Relevant Authority or the imposition of other obligations imposing a cost on Embedded Generator or imposition of requirements for the operation and maintenance of the Plant that are materially more onerous than the requirements in effect as of the Commencement Date; or 4. any other action by a Relevant Authority that makes unenforceable, invalid or void any material obligation of the DisCo or the Embedded Generator; or makes it unlawful for the DisCo or the Embedded Generator to make or receive any payment, to perform any material obligation or to enjoy or enforce any material right under this Agreement. |
| **“Commencement Date”** | means the date of execution of this Agreement by the Parties. |
| **“Commercial Operations Date”** | means the date after which all testing and commissioning has been completed in accordance with Good Industry Practices and is the initiation date to which the Embedded Generator can start producing electricity for sale to the DisCo pursuant to the Agreement. |
| **“Commission”** | means the Nigeria Electricity Regulatory Commission. |
| **“Confidential Information”** | means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, tariffs, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, project opportunities and the like, provided however that Confidential Information does not include information which:   1. was in the possession of the receiving Party before receipt from the disclosing Party; 2. is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; 3. is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or 4. is independently developed by the receiving Party without reference to information provided by the disclosing Party. |
| **“Customer Agreement”** | means the Power Purchase Agreement to be signed by the DisCo and the Premium Customers |
| **“Customer Metering System”** | all meters and metering devices, equipment, electrical circuitry, recording equipment, communications equipment and related equipment used for measuring electricity delivered to the REG Customers by the DisCo. |
| **“Dedicated Network”** | means the part of the Distribution Network already existing or otherwise to be constructed, reinforced, upgraded or extended, including being continuously maintained specifically towards supporting the operationalisation of the Project, as well as facilitate the efficient wheeling of power from the Plant to the REG Customers. |
| **“Delivery Point”** | means the point of common coupling at which the Net Electrical Output from the Plant is delivered to the DisCo and which represents the points where ownership, responsibility and risk of loss for the Net Electrical Output passes from the Embedded Generator to the DisCo. |
| **“DisCo”** | means the DisCo [DISTRIBUTION LICENSEE NAME] ity Distribution Company (“**[DISTRIBUTION LICENSEE NAME]** ”), which will be fulfilling all duties and obligations of “the **DisCo**” in the Agreement. |
| **“Distribution Network”** | means any connection of cables, service lines and overhead lines, electrical apparatus/equipment and having design voltage of 33kV or below used to transport electric power on a distribution system. |
| **“Effective Date”** | means seven days following the fulfilment of the condition in Clause 2 of the Agreement or as agreed otherwise by the Parties. |
| **“Embedded Generation Regulations”** | means the Nigerian Electricity Regulatory Commission (Embedded Generation) Regulations, 2012 |
| **“Embedded Generation System Availability”** | means the availability of the Embedded Generation System measured as a percentage of all the hours in a Month. The Embedded Generation System Availability is expressed as a percentage and is calculated according to the following formula: |
| **“Embedded Generation System”** | means the Plant and the Embedded Generator’s Connection Equipment |
| **“Embedded Generator’s Connection Equipment”** | means the apparatus, electricity lines and any other equipment owned and/or used by the Embedded Generator which is located at the Connection Site and is used for the purpose of connecting the Plant to the DisCo’s Dedicated Network. |
| **“Forced Outage or**  **Partial Forced**  **Outage”** | means a total or partial interruption of the electrical supply into the Customer Point(s) of Interconnection, excluding any total or partial interruption that is the result of:   1. a request by the DisCo in accordance with this Agreement; 2. a Scheduled Maintenance Outage or an Unscheduled Outage; or 3. a Force Majeure Event. |
| **“Full Title Guarantee”** | means, in respect of any asset to be transferred under the Agreement, as the case may be, that such asset is transferred with full title guarantee and free from all charges, liens, other encumbrances and third-party claims. |
| **“Good Industry Practices”** | means, in respect of any task and circumstance, exercising that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced undertaking engaged in the same type of task under the same or similar circumstances, and includes undertaking such task. |
| **“Hour”** | means each period of sixty (60) minutes commencing at 00:00, and “**Hourly**” shall be construed accordingly. |
| **“[DISTRIBUTION LICENSEE NAME] ”** | means the DisCo [DISTRIBUTION LICENSEE NAME] ity Distribution Company, which will be fulfilling all duties and obligations of “the **DisCo**” in the Agreement. |
| **“Independent Collections Account”** | means an account opened or to be opened for the purpose of receiving payments from the REG Customers to ringfence the funds collected from the REG Customers. |
| **“Maintenance Reserve Account”** | means the bank account dedicated to holding the portion of tariff charged to Premium Customers to be used for the operations and maintenance of the Dedicated Network. |
| **“Market Conditions”** | means the macro-economic conditions that can trigger the Parties to apply for a REG Tariff adjustment per the terms of the Agreement. |
| **“Maximum Capacity”** | means the maximum amount of electricity expressed in kW or kVA which can be transmitted from the Plant to the Dedicated Network. |
| **“Metering Code”** | means the Nigeria Metering Code approved by the Commission for use in measuring the flow of energy within the transmission and distribution systems in Nigeria. |
| **"Metering Systems”** | means the REG Metering System and/or the Customer Metering Systems, as the case may be. |
| **“Necessary Prior Distribution Network Upgrades”** | means the necessary upgrades to the Dedicated Network and the Customer Metering System required to facilitate the provision of reliable electricity to customers and which are agreed by the DisCo and the Embedded Generator in the Agreement. |
| **“Non-premium Customers”** | means REG Customers that are not Premium Customers. |
| **“Operational Period”** | shall have the meaning ascribed in the Agreement. |
| **“Permit”** | means a permit or equivalent granted by the Commission to the Embedded Generator for the construction, operation and/or maintenance and ownership of the Embedded Generation System. |
| **“Plant”** | means the electricity generating facilities consisting of solar photovoltaic plant, battery storage, and thermal generator to be constructed and owned by the Embedded Generator at the Site, and includes all energy producing equipment and its auxiliary equipment and interconnection facilities on Embedded Generator’s side of the Delivery Point**.** |
| **“Preferred Bidder(s)”** | means the Bidder(s) selected by [DISTRIBUTION LICENSEE NAME] to be invited to negotiate and sign an Agreement (provided in Appendix 1) with [DISTRIBUTION LICENSEE NAME] to provide electricity services. |
| **“Premium Customer”** | means a REG Customer who will pay a tariff that is above the regulated tariff of the DisCo (Premium Tariff) for the receipt of a minimum of [X%] power availability monthly to be supplied by the DisCo from the Plant developed by the Embedded Generator and from the national grid |
| **“Premium Tariff”** | means the Tariff to be paid by the Premium Customers for electricity supplied by the DisCo, as agreed by the Premium Customers and the DisCo in the Customer Agreement. |
| **“Project”** | means**:**   1. the development, financing, design, engineering, procurement, manufacture, factory testing, transportation, construction, erection, installation, equipping, completion, testing, commissioning, insurance, ownership, operation, maintenance and decommissioning of the Embedded Generation System; 2. **the Necessary Grid Upgrades and the operation and maintenance of the Dedicated Network** 3. the supply and sale of the electricity to the REG Customers, including metering, billing, and revenue collection;   all activities incidental to any of the foregoing in accordance with the Agreement. |
| **“REG Cluster”** | means the geographical area that contains the Dedicated Network and the REG Customers |
| **“REG Customers”** | means all end-user customers of the DisCo connected to the Dedicated Network. The term REG Customers shall be construed accordingly. |
| **“REG Metering System”** | all meters and metering devices, equipment, electrical circuitry, recording equipment, communications equipment and related equipment used for measuring electricity delivered by the Embedded Generator from the Plant to the Delivery Point. |
| **“REG Tariff”** | means the price per kWh payable by the DisCo for electricity purchased from the Embedded Generator. |
| **“Relevant Authority”** | means any court, local, national or supranational agency, inspectorate, minister, ministry, administrative or regulatory body, authority, industry body, official or public or statutory person having (in each case) jurisdiction by Applicable Laws over either or both of the Parties, the Agreement, the Plant, the Dedicated Network, or other aspects of the subject matter of the Agreement and in each case within Nigeria. |
| **“Scheduled Maintenance Outage”** | means a planned interruption of the Plant’s generating capability or of the Dedicated Network’s distribution capability that:   1. has been scheduled by the DisCo or the Embedded Generator, as the case may be; and 2. is for inspection, testing, preventive maintenance, corrective maintenance, repairs, replacement or improvement of the Plant or the Dedicated Network. |
| **“Site”** | means the site where the Plant is physically located |
| **“Technical Codes”** | means the 2014 Grid Code and the Distribution Code for the Nigeria Electricity Distribution System |
| **“Unscheduled Outage**” | means an interruption that:   1. is not a Scheduled Maintenance Outage or a Forced Outage or Partial Forced Outage; 2. is for the purpose of performing work on specific components, which, considering Good Industry Practices, should not, in the reasonable opinion of the DisCo or the Embedded Generator, be postponed until the next Scheduled Maintenance Outage. |

# **INTRODUCTION**

**[DISTRIBUTION LICENSEE NAME]**is one of the 11 power distribution companies that was privatized on 1 November 2013. **[DISTRIBUTION LICENSEE NAME]** has a franchise for the distribution and sale of electricity across an area of **[Placeholder – Distribution Franchise Zone size] km2** in **[Placeholder – States within Disco Franchise Zone]**. In addition, **[DISTRIBUTION LICENSEE NAME]** is required to manage meter installations, carry out servicing and billing, co-ordinate consumer credit, and revenue collection.

**[DISTRIBUTION LICENSEE NAME]** is cognizant of the requirement to maintain power quality in line with prevailing Nigerian regulations as set by the Nigerian Electricity Regulatory Commission (the “Commission”) in their Customer Service Standards of Performance, together with Internationally accepted standards (IEC 60050: Area 601 Generation, Transmission and Distribution of Electricity-General). It is for this reason that the Company has prioritized plans to improve power supply and technical efficiency through investment in the network to reduce electrical losses.

These renewable embedded generation projects will combine solar photovoltaics (PV), battery storage, and natural gas backup. As part of its commitment to improve power supply to its customers and to align with NERC’s directive for **[DISTRIBUTION LICENSEE NAME]** to procure a minimum of 70MW capacity of embedded generation by January 2024, **[DISTRIBUTION LICENSEE NAME]** is seeking to collaborate with qualified organizations to develop Renewable Embedded Generation projects to improve supply to its Customers.

These Renewable Embedded Generation projects will be developed based on the Renewable Embedded Generation (REG) business model which was jointly developed by **[DISTRIBUTION LICENSEE NAME]** and RMI. In the REG business model, the Embedded Generation systems will comprise solar PV, battery storage, and natural gas backup. Customers will receive improved supply from a combination of Renewable Embedded Generation and national grid supply while improvements to the distribution network will reduce network outages.

The REG program has been developed to improve electricity supply in urban and peri-urban communities and reduce their dependency on costly and inefficient self-generation (such as diesel generators). By using distributed energy resources to optimize solar output and using reinforced grid supply when its available, **[DISTRIBUTION LICENSEE NAME]** and an embedded generation developer can provide reliable electricity to underserved feeders at a lower cost than the customer’s existing combined cost of grid electricity and self-generation. This also gives Embedded Generators and **[DISTRIBUTION LICENSEE NAME]** the opportunity to work together towards the mutual goal of providing high-quality power to customers across **[DISTRIBUTION LICENSEE NAME]’s** service territory.

Through this REG project, **[DISTRIBUTION LICENSEE NAME]’s**

* identifies feeders which are currently underserved;
* collaborates with Embedded Generators to provide additional power to these feeders;
* combines REG electricity with electricity from the national grid to supply customers through their existing network;
* identifies and coordinates required grid upgrades for improved supply;

As part of this program, [DISTRIBUTION LICENSEE NAME] has identified and de-risked the **[REG Cluster Locations]** to ensure that it is an appropriate site to collaborate with a developer for the REG projects.

# **GENERAL INFORMATION**

* 1. This RFP is being issued to support both meeting the gap between the current and desired electricity reliability needs of the REG Customers and the requirements of **[DISTRIBUTION LICENSEE NAME]** to provide customers with safe, reliable electricity in the most cost-efficient manner.
  2. This RFP is not a commitment by **[DISTRIBUTION LICENSEE NAME]** to contract with any Bidder and it does not bind **[DISTRIBUTION LICENSEE NAME]** or its affiliates in any manner. **[DISTRIBUTION LICENSEE NAME]** will determine which Bidders, if any, it wishes to engage in negotiations with that may lead to an executed Agreement under this solicitation.
  3. There is no penalty nor advantage from an **[DISTRIBUTION LICENSEE NAME]** perspective if Bidders submit one or multiple Proposals, as each Proposal will be evaluated separately.
  4. The Agreement referred to in this RFP is a separate Power Purchase Agreement between **[DISTRIBUTION LICENSEE NAME]** and the Embedded Generator. A draft template of this Agreement is provided in Exhibit A and the Agreement is summarized in Section 7. The Agreement was developed with the intent to provide REG Customers with cost-effective, reliable, clean electricity while ensuring that both **[DISTRIBUTION LICENSEE NAME]** and the Embedded Generator can make healthy returns from the Project. Proposals from Bidders, including any suggested modifications to the Agreement, should be made in the spirit of this intent.

# **GENERAL PROVISIONS**

* 1. **Conflict of Interest**
     1. Bidders shall provide professional, objective, and impartial advice, at all times holding the DisCo’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
     2. Bidders have an obligation to disclose to the DisCo any situation of actual or potential conflict that impacts its capacity to serve the best interest of the DisCo. Failure to disclose such situations may lead to the rejection of the RFP Proposal.
     3. Bidders shall declare that there is no existing current or potential future fiduciary or pecuniary conflict of interest which would affect their entry into the Agreement.
     4. Bidders shall submit the Conflict of Interest form in Appendix 9 of this RFP to be considered for this project.
  2. **Corrupt and Fraudulent Practices**[[1]](#footnote-2)
     1. It is the **[DISTRIBUTION LICENSEE NAME]**’s policy to require that Bidders, sub-contractors, sub-consultants, service providers or suppliers and any personnel thereof, observe the highest standard of ethics during the selection and execution of this Agreement. In pursuance of this policy, **[DISTRIBUTION LICENSEE NAME]**:
        1. defines, for the purposes of this provision, the terms set forth below as follows:
           1. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
           2. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
           3. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
           4. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
           5. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an **[DISTRIBUTION LICENSEE NAME]** investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of **[DISTRIBUTION LICENSEE NAME]** ’s inspection and audit rights.
        2. will reject a Proposal if it determines that the Bidder, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
     2. Bidders shall submit the Corrupt and Fraudulent Practices form in Appendix 10 of this RFP to be considered for this project.
  3. **Mutual Non-Circumvention** 
     1. Each Party hereby irrevocably agrees and warrants that it and its Affiliates shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, avoid or bypass other Parties to the Agreement, or obviate or interfere with the relationship of any Party and its contacts for the purpose of gaining any benefit, whether such benefit is monetary or otherwise.
     2. Bidders shall submit the Mutual Non-Circumvention form in Appendix 11 of this RFP to be considered for this project.

# **THE REG BUSINESS MODEL**

* 1. This Project is designed based on the Renewable Embedded Generation (REG) business model.
  2. In the REG business model, an Embedded Generator builds a Renewable Embedded Generation Plant that combines solar PV, battery storage, and thermal generation, and supplies electricity to the DisCo from this Plant.
  3. The DisCo integrates the electricity supplied from the REG Plant with supply from the main grid to increase supply for all customers within the selected REG Cluster. A REG Cluster may be a single feeder or may comprise multiple feeders.
  4. The solar PV generation increases daytime supply for all REG Customers in the REG Cluster, while the inclusion of battery storage and thermal generation enables the provision of 24/7 reliability to Premium Customers. Since Premium customers receive a higher level of service than nonpremium customers, they will pay a Premium Tariff.
  5. The DisCo will differentiate the level of supply to Premium and Non-Premium Customers by installing smart controls that can remotely shut off supply to specific sections of the Dedicated Network.
  6. The Embedded Generator will also provide funding to carry out the Necessary Prior Distribution Network Upgrades (including upgrading or installing the Customer Metering System) and will include the cost of these upgrades in the REG Tariff as per the Agreement.
  7. All REG Customer payments will be directed into an Independent Collections Account (ICA) which both the DisCo and the Embedded Generator will have visibility into. The revenue due to the DisCo and the Embedded Generator will be disbursed from the ICA monthly.

# **OBLIGATIONS**

* 1. **Obligations of the DisCo**
     1. [DISTRIBUTION LICENSEE NAME] is responsible for paying for electricity purchased from the Embedded Generator.
     2. [DISTRIBUTION LICENSEE NAME] is responsible for providing Premium Customers with reliable 24-hour power, and Non-Premium Customers with improved power supply during daytime hours. From initial techno-economic modeling, the amount of increased supply for Non-premium Customers is expected to be approximately 4 hours per day. However, this may change with more detailed data collection and modeling.
     3. [DISTRIBUTION LICENSEE NAME] is responsible for operating and maintaining the Dedicated Network in accordance with Good Industry Practices and the other terms of the Agreement.
  2. **Obligations of the Embedded Generator**
     1. The Embedded Generator is responsible for designing, engineering, constructing, and commissioning the Plant which shall comprise solar PV, battery storage and thermal generators.
     2. The Embedded Generator is responsible for supplying [DISTRIBUTION LICENSEE NAME] with reliable power from the Plant.
     3. The Embedded Generator is responsible for operating and maintaining the Plant in accordance with Good Industry Practices and the other terms of the Agreement.
     4. The Embedded Generator shall be responsible for ensuring that it meets the following electricity output requirements:
        1. The Embedded Generator shall ensure that the peak solar output of the Plant is sufficient to supply the peak total load of the REG Customers.
        2. The Embedded Generator shall ensure it has sufficient generation capacity available to supply the Premium Customer demand at all times.
     5. The Embedded Generator shall be responsible for funding the **Necessary Prior Distribution Network Upgrades**. The funding provided to carry out the network upgrades will be repaid by [DISTRIBUTION LICENSEE NAME] from its share of the Project revenue over the timeline of the Project. [DISTRIBUTION LICENSEE NAME] ’s repayment of the Necessary Prior Distribution Network Upgrades will use an interest rate to be agreed on by both Parties**.**
  3. **Joint Obligations**
     1. [DISTRIBUTION LICENSEE NAME] and the Embedded Generator are jointly responsible for assessing the condition of the Distribution Network and determining the upgrades that are necessary to ensure that the Distribution Network can deliver the required level of reliability. These network upgrades shall collectively make up the Necessary Prior Distribution Network Upgrades.
     2. [DISTRIBUTION LICENSEE NAME] and the Embedded Generator are jointly responsible for selecting an entity to carry out the Necessary Prior Distribution Network Upgrades, overseeing the completion of the upgrades and ensuring that the upgrades conform to the requirements of the Technical Codes.

# **POWER PURCHASE AGREEMENT OVERVIEW**

* 1. This section provides an overview of the key components of the Agreement template. Words and phrases used in this Section 6 shall have the meaning given to them in the Agreement, unless expressly provided otherwise.
  2. **Sale and Purchase of Energy**
     1. The Embedded Generator shall supply electricity from the Plant to the DisCo at the Delivery Point.
     2. The DisCo shall pay for the electricity purchased according to the terms of the Agreement.
     3. The DisCo shall sell the electricity received from the Embedded Generator to REG Customers.
  3. **Underperformance**
     1. If the Embedded Generation System Availability is less than 95% in any Month, the Embedded Generator shall pay liquidated damages as outlined in the Agreement.
  4. **The Independent Collections Account**
     1. All REG Customer payments for electricity consumed will be directed into an Independent Collections Account. This is a payment mechanism that separates REG customer payments from the DisCo’s existing collection accounts and ensures that the Embedded Generator has visibility into customer payments and revenue assurance.
     2. An independent party selected by the DisCo and approved by the Embedded Generator will be responsible for disbursing the funds due to each Party at the end of the month.
     3. Payment to the Embedded Generator for the Net Electrical Output supplied to the DisCo shall be settled in accordance with the following payment waterfall from the Independent Collections Account:
        1. The Nigeria Electricity Market shall be paid in full where the fund in the Independent Collections Account is sufficient to satisfy all the payment obligations in this Clause or paid 30% of the collections for that month, whichever amount is lower.
        2. The Embedded Generator is paid in full or paid the balance of collections for that month, whichever amount is lower.
        3. If the disbursement due to the Nigeria Electricity Market is greater than 30% of the total collection, the balance of the disbursement due to the market is paid to the Nigeria Electricity Market or the balance of collections for that month, whichever amount is lower.
        4. The DisCo is paid in full or the balance of collections for that month, whichever amount is lower.
        5. The Maintenance Reserve Account is paid in full or the balance of collections for that month, whichever amount is lower.
        6. Any funds left over will be retained in the Independent Collections Account and will contribute towards settling payments in the next settlement period.
  5. **Operation and Maintenance**
     1. At all times during the Operational Period the Embedded Generator is expected to, either directly or through a Contractor, operate and maintain the Embedded Generation System in accordance with the Agreement, Good Industry Practices and all Applicable Laws.
     2. At all times during the Operational Period the DisCo is expected to, either directly or through a Contractor, operate and maintain the Dedicated Network in accordance with the Agreement, Good Industry Practices and all Applicable Laws.
     3. The operations and maintenance of the Dedicated Network shall be done according to an Operational and Maintenance Framework to be agreed upon by both Parties as contained in the Agreement.
     4. The DisCo and the Embedded Generator are each entitled to Scheduled Maintenance Outages and are expected to coordinate and align their Scheduled Maintenance Outages to avoid disrupting the other Party’s business operations.
  6. **Metering**
     1. The Embedded Generator will be responsible for installing and maintaining a Main Meter to measure the electricity delivered from the Embedded Generation System at the Delivery Point. The DisCo will also supply a Back Up Meter to corroborate and validate the measurements from the Main Meter.
     2. In the event of meter failure, inaccuracy or defect, then the measurement can either be corrected by an amount agreed on by both Parties, by referring to the Back Up Meter, or by estimating the amount on the basis of Net Electrical Output under similar conditions during the period before the last test.
     3. Any required upgrades to the Customer Metering System will be financed as a component of the Necessary Prior Distribution Network Upgrades as outlined in Section 6.2.5.
  7. **Prices, Billing and Payments**
     1. The REG Tariff shall include all costs and expenses incurred by the Embedded Generator to deliver the electricity at the Delivery Point, including but not limited to the investment costs for the Plant, the Embedded Generator Connection Equipment, the Necessary Prior Distribution Network Upgrades, the REG Metering System, and any other relevant capital expenditure; the operations and maintenance of the Embedded Generation System; and a reasonable return on the Embedded Generator’s investments.
     2. The REG Tariff shall be reviewed annually and can be adjusted for changes in inflation rates, foreign exchange rates, fuel prices, or the cost of operating and maintaining the Plant. Either Party may call for a review of the REG Tariff if the value of any relevant index changes by more than an amount which will be agreed on by the Parties.
     3. At the end of each Month, the Embedded Generator will be responsible for invoicing the DisCo for the electricity supplied to the DisCo during the Month.
     4. Collections from customers will be done by the DisCo as usual.

# **SPECIFIC INFORMATION ON THE REG CLUSTERS**

* 1. **About [REG CLUSTERS]** 
     1. **[Brief Description of REG clusters, REG clusters’ customer profile, and their GPS coordinates]**
     2. **[Additional Description of REG clusters, included referencing any maps provided in the Exhibits]**
  2. **Distribution Network**
     1. **[Brief Description of REG Cluster Feeder including feeder name, source, band and number of hours of feeder availability]**
     2. **[Additional Description of REG cluster feeder, including feeder length, number of customers of feeder etc ]**
  3. **Energy Demand Survey**
     1. The table below summarizes the total estimated annual energy consumption (MWh) and the peak demand (kW) for the REG Cluster.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Annual Energy Consumption (MWh)** | **Annual Premium Customer Consumption (MWh)** | **Peak Demand (MW)** | **Peak Premium Customer Demand (kW)** |
| [REG Cluster 1] | **[Placeholder]** | **[Placeholder]** | **[Placeholder]** | **[Placeholder]** |
| [REG Cluster 2] | **[Placeholder]** | **[Placeholder]** | **[Placeholder]** | **[Placeholder]** |

* + 1. The total annual energy consumption was estimated based on load data for the feeders provided by [DISTRIBUTION LICENSEE NAME] and customer energy consumption data. The data is provided in Exhibit B.
       1. **[Brief Description of customer energy demand data in exhibit B]**
       2. . **[Additional Description of customer energy demand data in exhibit B]**
  1. **Site Visit:** All Bidders will be required to attend a site visit of the [REG Cluster Locations] on the following dates
     1. For [REG Cluster 1] - **[DATE, 202X]**
     2. For [REG Cluster 2] - **[DATE, 202X]**

# **CONSTRAINTS**

* 1. **Date of Commercial Operation**
     1. The Date of Commercial Operation (the date where all testing and commissioning has been completed and the Embedded Generator can start producing and selling electricity to [DISTRIBUTION LICENSEE NAME] ) must be within 12 months after the Commission grants the Embedded Generator an Embedded Generation License.
  2. **Technologies**
     1. The Plant must include solar PV, battery storage, and a thermal generator. No other technologies will be considered.
     2. It is ultimately the responsibility of the Embedded Generator to design the Plant to meet the requirements of the Agreement.
     3. The Preferred Bidder(s) will have the opportunity to do its own load analysis of the REG Clusters if requested.
     4. All technology and installation components used must meet the minimum standards set forth by the Standard Organization of Nigeria (SON) and all guidelines set forth by the Renewable Energy Association of Nigeria (REAN).
     5. [DISTRIBUTION LICENSEE NAME] intends for the Agreement to be approved by the Commission under the Embedded Generation Regulations, 2012, and as such, all provisions proposed by the Bidder must comply with the Embedded Generation Regulation.
  3. **Plant Siting**
     1. [DISTRIBUTION LICENSEE NAME] has identified potential locations where the Plant may be sited for ease of interconnection. Information on these sites is provided in Exhibit D. The Embedded Generator is responsible for selecting and procuring the land on which the Plant will be sited and may choose any site that it prefers even if this site is not one of the sites provided by [DISTRIBUTION LICENSEE NAME] .
  4. **Interconnection** 
     1. An interconnection study funded by UK PACT and supported by RMI will be conducted to determine the optimal way of interconnecting the Plant to the Distribution Network. The Preferred Bidder(s) will have the opportunity to provide input into the interconnection study.

# **PROPOSAL REQUIREMENTS**

* 1. **Documents to Include in Proposal:** Proposals ***must*** include the following:
     1. Bidder Information – *in one PDF*
        1. Appendix 1: Affidavit
        2. Appendix 2a: Applicant’s Organization
        3. Appendix 2b: Associated Organization(s)
        4. Appendix 3: Company Ownership
        5. Appendix 4: Board and Senior Management
     2. Technical Proposal for each cluster (comprising the below Appendices) – *in one PDF if reasonably possible*
        1. Appendix 5: Project Description and Technical Design
        2. Appendix 6: Proposed Project Schedule – *Option to submit in Microsoft Excel*
     3. Financial Proposal for each cluster – *in one PDF except for the Financial Model*
        1. Appendix 7:
           1. Proposed REG Tariff Schedule
           2. Financial Model – *in Microsoft Excel*
           3. Tariff Design Methodology
        2. Appendix 8: Financing Information
     4. General Provisions – *in PDF*
        1. Appendix 9: Conflict of Interest
        2. Appendix 10: Corrupt and Fraudulent Practices
        3. Appendix 11: Mutual Non-Circumvention Clause
        4. Appendix 12: Gender Equity and Social Inclusion (GESI)
     5. Exhibit A: Power Purchase Agreement Redlined – *in Microsoft Word*
        1. Bidders must redline the Agreement provided in Exhibit A using track changes with any **significant suggested edits** that will affect the Agreement’s intent, the Bidder’s financial proposal, or the Project’s technical requirements. Less significant changes that will not affect the intent, financial offering, or technical requirements of the Agreement can be negotiated during the negotiation process. If no changes are required, then Bidders must note this in their application.
  2. **No Site Selection Documentation Required**
     1. [DISTRIBUTION LICENSEE NAME] does not expect the Bidder to have direct ownership, land lease or a binding land leasing agreement prior to submitting a Proposal. Bidders are not required to submit any documentation of land ownership or leasing agreements with their Proposal. However, the Bidder should have conducted preliminary assessments of suitable site options and be prepared to enter into a land lease for a site to host the Generation Assets conditional on becoming the Preferred Bidder(s) and signing the Agreement in Exhibit A.
  3. **Proposal Deadline and Submission:** Proposals must be complete in all material respects and received no later than 11:59 p.m. WAT on the Proposal due date as indicated in Clause 11.2. Proposals must be submitted via [portal information].
     1. In addition to submitting the documents via the [portal], the Bidder should mail a hard copy of all documentation to [DISTRIBUTION LICENSEE NAME] at [address]. Hard copies of the Proposals should be received no later than 11:59 p.m. WAT seven days after the Proposal due date as indicated.
  4. **Incomplete and Non-Responsive Applications:** Incomplete applications will be rejected. The Bidder must submit a substantially responsive Proposal, i.e., one which conforms to all terms, conditions, and specifications of the RFP without material deviation or reservation. Failure to comply with this instruction will result in disqualification of the Bidder.
  5. **Use Forms Provided:** The Bidder must prepare a complete Proposal by completing the required Exhibits and Appendices. All items to be entered in the prescribed forms contained in the Exhibits, Annexes and Appendices. If necessary, additional sheets may be attached to the Proposal.
  6. **Language:** The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the bidder with the Proposal may be in any other language provided they are accompanied by a certified translation in the English language. Supporting materials which are not translated will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
  7. **Proposal and Agreement Costs:** The bidder shall bear all costs associated with the preparation and submission of its Proposal, and the finalization and execution of the Agreement. [DISTRIBUTION LICENSEE NAME] will not be responsible or liable for these costs, regardless of the conduct or outcome of the procurement process.
  8. **Authority:** Each page of the Financial Proposal, including the Annexes, Exhibits and Appendices, should be initialed by a person or persons duly authorized to sign on behalf of the Bidder, and any associated individuals or Companies. Such authorization shall be indicated by one or more written *Powers of Attorney*.
  9. **Legality and Alterations:** A Proposal may be rejected if it is illegible or contains omissions, erasures, alterations, additions, or irregularities; except for those alterations necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Proposal.
  10. **Changes from Stage 1 Information Provided:** If any information that was submitted during Stage 1 RFQ stage is now incorrect or obsolete, Bidders must notify [DISTRIBUTION LICENSEE NAME] in their Proposal and flag clearly that the information has changed. [DISTRIBUTION LICENSEE NAME] reserves the right to reject Proposals where information from Stage 1 has changed to the detriment of the Bidder’s qualifications to adequately complete this project.

# **RFP PROCESS**

* 1. **Selective Tendering Process:** This RFP is a selective tendering process. This RFP is a Stage 2 (of 2 stages). Only Bidders who successfully passed Stage 1 and were notified of success by [DISTRIBUTION LICENSEE NAME] can submit bids.
  2. **RFP Schedule:** The schedule and deadlines set out in this section apply to this Stage 2 RFP. [DISTRIBUTION LICENSEE NAME] reserves the right to revise this schedule at any time. [DISTRIBUTION LICENSEE NAME] will notify Bidders if dates change as applicable. The proposed schedule and timetable are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **ACTIVITY** | **DATE** | **DEADLINE** |
| **STAGE 2** | | | |
| 1 | Issue of Request for Proposal | XX, YYYY |  |
| 2 | Mandatory Site Visit | XX, YYYY |  |
| 3 | Deadline for submittal of queries and clarification by Bidder | XX, YYYY | 5 Calendar Days after No. 1 date |
| 4 | Deadline for [DISTRIBUTION LICENSEE NAME] to answer queries and clarifications | XX, YYYY | 5 Calendar Days after No. 3 |
| **5** | **Deadline for Submission of Proposals by Bidder** | **XX, YYYY** | **20 Calendar Days after No. 4** |
| 6 | Request for Clarifications by [DISTRIBUTION LICENSEE NAME] to Bidders (as needed) | XX, YYYY | 5 Calendar Days after No. 5 |
| 7 | Complete Evaluation of Proposals and Notification of Preferred Bidder(s) | XX, YYYY | 7 Calendar Days after No. 6 |
| 8 | Complete Negotiations of Project Agreement with Preferred Bidder(s) | XX, YYYY | 14 Calendar Days after No. 7 |
| 9 | [DISTRIBUTION LICENSEE NAME] ’s Board Approves Agreement; Parties Sign Agreement | XX, YYYY | [DISTRIBUTION LICENSEE NAME] will aim to obtain board approval within 14 days after No. 8 |
| 10 | [DISTRIBUTION LICENSEE NAME] and final Preferred Bidder sign Letter of Intent, Exclusivity Agreement(s), and the Agreement; Preferred Bidder submits Agreement(s) to the Commission as part of application for Embedded Generation License. | XX, YYYY | 5 Calendar Days after No. 9 (or other date agreed upon by the Parties). |
| 11 | Issue of Full Notice to Proceed by [DISTRIBUTION LICENSEE NAME] (Effective Date) | TBD | Date Commission grants Embedded Generation License |
| 12 | Date of Commercial Operation | TBD | 12 Months after No. 11 |

* 1. **Communication Channels:** All related communications between [DISTRIBUTION LICENSEE NAME] and Bidders will be via [portal information]. All other forms of communication are not considered official and are discouraged.
  2. **Sharing of Bidder Clarifications:** All clarification questions asked by Bidders and the responses to those questions that are relevant to all Bidders will be anonymized and shared with all Bidders in Activity 4 above.
  3. **Clarifications:** If necessary, after the deadline for submission of Proposals, [DISTRIBUTION LICENSEE NAME] may seek clarification from a Bidder regarding its Proposal. The Bidder will also be advised of the date, time, and place for detailed clarification meeting(s) between [DISTRIBUTION LICENSEE NAME] and such Bidder, if so required.
  4. **Valid for 180 Days:** Proposals and bid pricing must be valid for at least 180 days after the Proposal due date at which time Proposals shall expire unless the Bidder has been notified that its Proposal has been short-listed as the Preferred Bidder(s). [DISTRIBUTION LICENSEE NAME] may request Bidders, in writing, to extend the validity beyond this period.
  5. **Additional Proposals:** [DISTRIBUTION LICENSEE NAME] reserves the right to solicit additional Proposals, if they deem it necessary to do so, and have the right to submit requests for additional information to Bidders during the evaluation process.
  6. **Comprehensive**: Each Proposal should be as comprehensive as possible to enable [DISTRIBUTION LICENSEE NAME] to make a definitive and final evaluation of the Proposal’s benefits without further contact with the Bidder.
  7. **Notification of Preferred Bidder(s):** On completion of the evaluation process, [DISTRIBUTION LICENSEE NAME] will invite the highest ranked Bidders (Preferred Bidder(s) who satisfy the requirements of the RFP, to negotiate and finalize the Agreement. [DISTRIBUTION LICENSEE NAME] will notify the Preferred Bidder(s) of the date, time and location of any meetings for this purpose. [DISTRIBUTION LICENSEE NAME] may request that the Preferred Bidder(s) extend their Proposal validity in accordance with the RFP, if necessary. Lower Ranked Bidders may also be requested, if necessary, to extend their Proposal validity, as they are on standby
  8. **Preferred Bidder(s) Fall Through:** If the initial Preferred Bidder(s) fail to finalize its Agreement, [DISTRIBUTION LICENSEE NAME] may invite one or more of the lower ranked Bidders, in order of ranking, to negotiate the Agreement. [DISTRIBUTION LICENSEE NAME] may proceed with Lower Ranked Bidders if:
     1. They decide the finalization of the Agreement, by the Preferred Bidder(s), will not be completed within an acceptable timeframe;
     2. They discover that one or more of the Preferred Bidder(s) have made material misrepresentation; or
     3. The Preferred Bidder(s) deviates from the terms of its Proposal;

**Notification of Unsuccessful Bids:** Upon execution and ratification of the Agreement, [DISTRIBUTION LICENSEE NAME] will promptly inform the remaining Bidders that their Proposals were unsuccessful.

# **RFP PROPOSAL EVALUATION**

* 1. **Evaluators:** [DISTRIBUTION LICENSEE NAME] and its agents will be the sole evaluators of Proposals submitted by Bidders in response to this Stage 2 RFP.
  2. **Only Complete Proposals:** [DISTRIBUTION LICENSEE NAME] will evaluate and rank only Proposals determined to be complete and substantially responsive to the requirements of the RFP.
  3. **Right to Reject Proposals:** [DISTRIBUTION LICENSEE NAME] reserves the right to accept or reject any Proposal and to reject all Proposals, without thereby incurring any liability to the affected Bidders, their agents and/or assigns. [DISTRIBUTION LICENSEE NAME] reserves the right not to award any bidder a contract in response to this RFP and may terminate the selection process at any time without thereby incurring any liability to any Bidder, their agents and/or assigns.
  4. **Evaluation Phases:** [DISTRIBUTION LICENSEE NAME] will evaluate Proposals in the below Phases. Only Proposals which are determined to be complete and substantially responsive will proceed to Phase 2. Only Proposals which pass Phase 2 will be considered for Phase 3.
  5. ***PHASE 1 EVALUATION – DETERMINATION OF PROPOSAL RESPONSIVENESS***
     1. **Phase 1 Evaluation Criteria:** The initial phase of the evaluation process is the determination of the Proposal’s responsiveness. A bid will be deemed non-responsive if:
        1. It is not received by the due date and time established in the RFP;
        2. It is not submitted in the required formats;
        3. Any required document outlined in Clause 10.1 of this RFP is missing;
        4. Proposal is not signed by an authorized officer;
        5. Bidder does not participate in mandatory site walk;
        6. Bidder information does not match information submitted in Stage 1 RFQ or the Bidder has flagged any changes and those changes are unacceptable to [DISTRIBUTION LICENSEE NAME] ; or
        7. Proposal fails to comply with any other specific requirements of this RFP.
     2. **Phase 1 Minimum Threshold:** Once the complete and substantially responsive Proposals have been identified, these Proposals will be moved on to Phase 2 Evaluation. **Incomplete and non-responsive Proposals will be rejected**.
  6. ***PHASE 2 EVALUATION - TECHNICAL EVALUATION OF PROJECT***
     1. Proposals which are deemed to be complete and substantially responsive, having passed the requirements in Phase 1 Evaluation, will advance to a technical evaluation in Phase 2.
     2. **Phase 2 Evaluation Criteria:** Phase 2 of the evaluation process is to determine the technical appropriateness of the Proposal. Each acceptable Bidder's Proposal will be evaluated in accordance with the following criteria (with allotted scores as shown):

|  |  |  |
| --- | --- | --- |
|  | **Phase 2: Technical Evaluation of Project** | **Points Possible** |
| 1 | **Proposed Generation Technology and System Design** | **55** |
| a | Proposed generation technologies are solar PV generation, battery storage, and thermal generation. | Pass/Fail |
| b | The proposed solar PV, battery storage, and thermal generator capacities are suitable for the load profile provided in Exhibit B | 20 |
| c | Proposed brands/models for the Plant components (solar PV, battery energy storage system, the thermal generator, the inverter, and the energy management system) have all demonstrated successful commercial use and are compliant with relevant Nigerian technical standards. | 15 |
| d | Proposed energy management system (EMS) to be used is suitable for the purpose and the technical proposal explains how the EMS will support seamless integration of output from all power sources. | 10 |
| e | Key assumptions supporting system design are reasonable, and most of the notable risks that would require modification of the design have been identified and adequate mitigation strategies have been proposed. | 10 |
| **2** | **Expected Generation Output** | **40** |
| a | Energy modeling output shows that the expected hourly electricity output of the proposed Embedded Generation System is sufficient to meet Premium Customer demand at all times. | 20 |
| b | Energy modeling output shows that the peak solar PV generation capacity is sufficient to supply the peak total load of the REG Customers. | 20 |
| **3)** | **Embedded Generation Connection Equipment Design and Description** | **20** |
| a | Suitability and feasibility of the connection between the Embedded Generation System and the Delivery Point (electrical schematic diagrams, protection single-line diagrams etc.) including compliance with technical codes. | 20 |
| **4** | **Suitability of Site Layout, Site Investigations, and Implementation Considerations** | **45** |
| a | The proposed site layout and location is suitable for the Embedded Generation System or modifications have been made to improve site suitability. | 15 |
| b | Site plan shows that the site is suitable for enabling the solar PV to reach its peak output or that mitigation measures have been developed for any occurrences that could prevent the solar PV installation from reaching its peak output | 10 |
| c | Inclusion of necessary investigations to be completed on the Embedded Generation System Site or the REG Cluster and any other relevant studies to demonstrate suitability or confirm technical design fit (e.g., Environmental and Social Management Plan, etc.) | 10 |
| d | Inclusion of evidence that evidence that site conditions have been duly considered and that the proposed site does not lead to any impediments to successful delivery and installation of the Embedded Generation System. | 10 |
| **5** | **Operations and Maintenance** | **60** |
| a | Proposed operations and maintenance plan for the Plant and the Embedded Generator's Connection Equipment will sufficiently maintain electrical output and reliability standards from the Embedded Generation System, and includes a suitable process for identifying and replacing non-performing equipment. | 20 |
| b | Proposed operations and maintenance plan has accounted for maintaining thermal generation appropriately, including fuel storage. | 5 |
| c | Approach for monitoring performance of the Embedded Generation System is suitable. | 15 |
| d | Proposed process for collaborating with the DisCo to maintain the Dedicated Network is suitable. | 10 |
| e | Proposed process for collaborating with DisCo to implement the Revnue Protection measures is suitable. | 10 |
| **6** | **Project Implementation Plan** | **60** |
| a | Proposed implementation schedule for financing, engineering, procurement, shipping, construction, startup, testing etc. is reasonable for the system design. | 15 |
| b | Proposed Date of Commercial Operation is less than 12 months from the date on which NERC grants an Embedded Generation License. | 15 |
| c | The Project execution plan is reasonable and demonstrates how the Bidder plans to execute the Project within the timeline shown in the project implementation schedule. | 20 |
| d | Risk assessment identifies key risks that could impact the Project Implementation Schedule, evaluates the likelihood and severity of these risks, and proposes an adequate mitigation strategy for risks identified. | 10 |

* + 1. **Phase 2 Minimum Threshold:** Each Bidder will be evaluated based on the above criteria and scores.
       1. Bidders must achieve a minimum of 225 points of the allotted maximum score of 280 points for Technical Evaluation of Project (Phase 2 Evaluation) for eligibility to advance to Phase 3 Evaluation.
  1. ***PHASE 3 EVALUATION – FINANCIAL AND OPERATIONAL EVALUATION***
     1. Proposals which are deemed to be technically feasible and acceptable, having achieved the relevant score requirements in Phase 2 Evaluation, will advance to a financial and operational evaluation in Phase 3.
     2. **Phase 3 Evaluation Criteria:** Phase 3 of the evaluation process is to determine the financial and operational appropriateness of the Proposal. Each acceptable Bidder's Proposal will be evaluated in accordance with the following criteria (with allotted scores as shown):

|  |  |  |
| --- | --- | --- |
|  | **Phase 3: Financial Evaluation of Project** | **Points Possible** |
| **1** | **Financial Proposal** | **200** |
| a | The proposed REG Tariff schedule is suitable and is based on the Energy Consumption profile provided in Exhibit B | 60 |
| b | The proposed REG Tariff is reflective of all the Embedded Generator's capital and operational costs for the Embedded Generation System including the cost of the Necessary Prior Grid Upgrades, the REG Metering System, and the Embedded Generator's Connection Equipment | 20 |
| c | A financial model which shows the assumptions for all the Embedded Generator’s capital and operational costs, market conditions, and any other factor that has a material impact on the REG Tariff is provided. The financial model uses the inflation and exchange rate indices that were specified. | 60 |
| d | The tariff design methodology is clearly explained, reasonable, and suitable for the Project Design | 60 |
| **2** | **Financing Information** | **160** |
| a | The bidder has provided a breakdown of funding sources and proof of ability to finance the Project, including a breakdown of expected funding sources and supporting documentation. | 100 |
| b | The two most recent audited annual financial statements are provided | 30 |
| c | Availability of funding is aligned with the timeline in the Project Schedule | 30 |
| **3** | **Proposed Power Purchase Agreement Edits** | **60** |
| a | Any redlined changes to the Agreement are reasonable and acceptable. | 60 |

* + 1. **Phase 3 Evaluation:** Each Bidder will be evaluated based on the above criteria and scored.
  1. ***FINAL EVALUATION AND COMBINED SCORING*** 
     1. The objective will be to select a Project that is technically feasible, will best contribute to the overall power objective of reliability and security of supply at least-cost to the [REG Cluster Locations], and is financially acceptable to [DISTRIBUTION LICENSEE NAME] .
     2. For Bidders who meet the minimum thresholds in Phase 1 and 2 and make it to the Phase 3 financial and operational evaluation, scores for each stage will be weighted and combined to determine a final score for ranking.
     3. To calculate the total weighted score of the Bidder’s Proposal, [DISTRIBUTION LICENSEE NAME] will evaluate the technical experience of the Bidder with comparable technical systems and success of projects. This will be done using documents the Bidder submitted during the RFQ stage. Bidders are welcome to submit any additional supporting documentation for [DISTRIBUTION LICENSEE NAME] to consider, but it is not required.
     4. The weighting for each section is as follows:

|  |  |
| --- | --- |
| **Phase / Criteria** | **Weighting** |
| RFQ Response – Technical Experience | N/A – Bidder must have qualified |
| Phase 1 – Proposal Responsiveness | N/A – All bids must be compliant |
| Phase 2 – Technical Evaluation | 40% |
| Phase 3 – Financial and Operational Evaluation | 60% |
| **TOTAL** | **100%** |

* + 1. **Highest Ranked Bidders:** The highest ranked Bidders are the Bidders whose Proposals are substantially responsive, who have successfully met the requirements of Phase 2, and whose Phase 3 Operational Evaluation best meets the overall power sector objective of reliability and security of supply at least cost to the [REG Cluster Locations].

# **CONFIDENTIALITY**

* 1. The Preferred Bidder will be required to sign a Mutual Confidentiality Agreement with [DISTRIBUTION LICENSEE NAME] . During the term of this RFP, Bidder may receive or have access to data and information that is confidential and proprietary to [DISTRIBUTION LICENSEE NAME] and/or its customers. All such data and information (“Confidential Information”) made available to, disclosed to, or otherwise made known to Bidder in connection with this RFP shall be considered the sole property of [DISTRIBUTION LICENSEE NAME] . Confidential Information may be used by the Bidder only for the purposes of performing the obligations of the Bidder hereunder. Bidder shall not disclose Confidential Information to any third party without the prior written consent of [DISTRIBUTION LICENSEE NAME] . Bidder shall not use or duplicate any proprietary information belonging to or supplied by [DISTRIBUTION LICENSEE NAME] or its customers, except as authorized by [DISTRIBUTION LICENSEE NAME] . These obligations of confidentiality and non-disclosure shall remain in effect for an indefinite period. The Bidder agrees that this RFP and any response and discussion related thereto shall be considered Confidential Information. In the same vein of confidentiality, [DISTRIBUTION LICENSEE NAME] shall not share, duplicate, or use the Proposals received by Bidders without the written permission of the Bidder. [DISTRIBUTION LICENSEE NAME] shall not disclose Confidential Information to any third party without the prior written consent of the Bidder.

# **BIDDER’S RESPONSIBILITES**

* 1. Each Bidder is expected to examine carefully all instructions, conditions, forms and terms in the RFP and all clarifications and Addenda issued in connection with the RFP. The Bidder is also responsible for informing itself with respect to all conditions which may affect the cost or the performance of the Project. Failure to do so, and failure to comply with the requirements of the RFP, will be at the Bidder's own risk, and no relief will be given for errors or omissions by the Bidder. Pursuant to the RFP, Proposals which are not substantially responsive to the requirements of the RFP will be rejected.
  2. It is the Bidder’s responsibility to submit all requested material by the deadlines specified in this RFP.
  3. The Bidder should make its Proposal as comprehensive as possible so that [DISTRIBUTION LICENSEE NAME] may make a definitive and final evaluation of the Proposal’s benefits to its customers without further contact with the Bidder.
  4. Bidders are responsible for the timely completion of the project and are required to submit proof of their financial and technical wherewithal to ensure the successful completion of the project.
  5. The Bidder will be responsible for any expenses Bidder incurs in connection with the preparation and submission of a Proposal and/or any subsequent negotiations regarding a Proposal in response this RFP. [DISTRIBUTION LICENSEE NAME] will not reimburse Bidders for their expenses under any circumstances, regardless of whether the RFP process proceeds to a successful conclusion or is abandoned by [DISTRIBUTION LICENSEE NAME] at their discretion.

# **CONTACT INFORMATION**

* 1. All related communications between [DISTRIBUTION LICENSEE NAME] and Bidders will be via [portal information]. All other forms of communication are not considered official and are discouraged.

# **APPENDICES: REQUIRED BIDDER DOCUMENTATION**

* 1. All Appendices are in the following pages.

### APPENDIX 1: AFFIDAVIT

Affidavit

I, ............................................................................, being duly sworn do make oath and say as follows:

1. That I am of legal age and reside at:

........................................................................................................................

........................................................................................................................

*(Address)*

2. That I am the ..................................................................................... of the

*(Official Capacity)*

...................................................................., corporation/association/company,

*(Name of Firm)*

duly organized under the Laws of .......................................................................

*(Name of Country)*

3. That personally, and as ........................................................................ for and;

*(Official Capacity)*

on behalf of the corporation/association/company, I hereby certify that:

i. All statements made in this Bidder’s Proposal and in the required attachments are true and

correct,

ii. This Proposal is made for the express purpose of developing the proposed embedded generation Project,

iii. The Bidder will make available to [DISTRIBUTION LICENSEE NAME] any information they may find necessary to verify any item in this Proposal or regarding the competence and general reputation of the Bidder,

iv. That I am duly authorized by the corporation/association/company to make these representations and to sign this Proposal.

v. The Bidder hereby represents that there are no liabilities, lawsuits, debts, etc. that could reasonably be expected to materially affect the Bidder's ability to arrange the necessary financing for the successful implementation of the proposed Project.

Signature: ...........................................................................................................

(Secretary/General Partner/ Individual Contractor/Applicant)

SUBSCRIBED AND SWORN TO before me this ................... day of .............................. 202.....

at ...........................................................................................

Notary Public/Justice of the Peace:

................................................................................................................

### APPENDIX 2a: APPLICANT’S ORGANISATION\*

|  |  |
| --- | --- |
| Date: |  |
| Entity’s Name: |  |
| Entity’s Country of Incorporation: |  |
| Entity’s Address: |  |
| Entity’s Email Contact: |  |
| Entity’s Website: |  |
| Telephone No: |  |
| Fax No: |  |
| Address of Registered Office: |  |
| Local Contact and Address (if applicable): |  |
| Year Organized: |  |
| Type of Association: |  |
| Registration Number: |  |

\*In the event that the Applicant is comprised of more than one entity, separate forms shall be submitted for each such entity.

### APPENDIX 2b: ASSOCIATED ORGANISATION\*

|  |  |
| --- | --- |
| Date: |  |
| Entity’s Name: |  |
| Entity’s Country of Incorporation: |  |
| Entity’s Address: |  |
| Entity’s Email Contact: |  |
| Entity’s Website: |  |
| Telephone No: |  |
| Fax No: |  |
| Address of Registered Office: |  |
| Local Contact and Address (if applicable): |  |
| Year Organized: |  |
| Type of Association: |  |
| Registration Number: |  |

\*Individual forms shall be submitted for each associated entity. Submit additional sheets as necessary.

### APPENDIX 3: COMPANY OWNERSHIP

List below all stockholders and other persons owning 5% or more of stock or other interest in the Bidder or the Associated Entities.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | NAME | TYPES OF INTEREST OR NUMBER OF SHARES OWNED | VALUE | EXTENT OF CONTROL (%)\* |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| 6. |  |  |  |  |
| 7. |  |  |  |  |
| 8. |  |  |  |  |
| 9. |  |  |  |  |
| 10. |  |  |  |  |

***Note: In the event that the Bidder is comprised of more than one entity, separate forms shall be submitted for each such entity.***

\* Equity holdings

### **APPENDIX 4: BOARD AND SENIOR MANAGEMENT**

MEMBERS OF THE BOARD OF DIRECTORS

NAME DESIGNATION

.................................................... ........................................................

.................................................... ........................................................

.................................................... ........................................................

.................................................... ........................................................

.................................................... ........................................................

State below the name of the individual who is actively managing the affairs of the Corporation.

NAME: .................................................................................................................

ADDRESS: .............................................................................................................

DESIGNATION: .....................................................................................................

Herewith attached is a certified copy of Resolution (e.g., executive management or board resolution) authorizing corporation's representative to file the Qualifications and sign subsequent agreements.

***Note: In the event that the Bidder is comprised of more than one entity, separate forms shall be submitted for each such entity***.

SENIOR MANAGEMENT

NAME DESIGNATION

.................................................... ........................................................

.................................................... ........................................................

.................................................... ........................................................

.................................................... ........................................................

.................................................... ........................................................

### **APPENDIX 5: PROJECT DESCRIPTION AND TECHNICAL DESIGN**

Bidder shall provide details regarding each project under specific headings including the following:

**Proposed Generation Technology and System Design**

* Solar PV Capacity (kW), Battery Storage Capacity (kW & kWh), and thermal generator Capacity (kW)
* Proposed PV Module to be used with specification sheet(s) and at least one example of a project that this product has been deployed in (Note: this does not have to be a project that the Bidder was involved in).
* Proposed Inverter to be used with specification sheet(s) and at least one example of a project that this product has been deployed in (Note: this does not have to be a project that the Bidder was involved in).
* Proposed Battery Energy Storage System (BESS) to be used with specification sheet(s) and at least one example of a project that this product has been deployed in (Note: this does not have to be a project that the Bidder was involved in).
* Proposed thermal generator with specification sheet(s) and at least one example of a project that this product has been deployed in (Note: this does not have to be a project that the Bidder was involved in).
* Proposed energy management system (EMS) to be used with specification sheet(s) and at least one example of a project that this product has been deployed in (Note: this does not have to be a project that the Bidder was involved in).

The EMS refers to the software and hardware tools used to visualize, operate, monitor, and optimize the performance of the Plant. This should also include an explanation of how the EMS will support seamless integration of output from all the power sources.

* Qualitative explanation of key assumptions supporting system design, any notable risks or potential new information that would require modification of the design, and mitigation strategies for these risks.

***For the purpose of this RFP only and to allow [DISTRIBUTION LICENSEE NAME] to compare Proposals fairly, Bidders should size the system to supply the load profiles provided in Exhibit B. The Preferred Bidder(s) will be expected to collaborate with [DISTRIBUTION LICENSEE NAME] to review, validate, and revise the load estimates to support accurate system sizing before the Agreement is signed.***

**Expected Generation Output**

* Energy modeling/simulation output showing the expected hourly electricity output from the Embedded Generation System (kWh) over a year. The electricity output from the Embedded Generation System should be sufficient to meet Premium Customer demand at all times.
* Energy modeling/simulation output showing the expected hourly electricity output from the solar PV over a year. The peak solar PV output should be sufficient to supply the peak total load of the REG Customers.

**Embedded Generation Connection Equipment Design and Description**

* Electrical schematic diagrams provide details of how electricity generated from the Embedded Generation System will be transmitted from the Embedded Generation System to the Delivery Point, including the protections to be used on the system.

**Site Usage Plan and Implementation Considerations**

* Preliminary site where the Embedded Generation System will be located, including a proposed site layout, and any planned modifications to be completed to make the site more suitable.  
  Note: Coordinates of some potential locations for installing the Embedded Generation System are provided in Exhibit D for consideration by Bidders. However, Bidders are not required to select from these options.
* Provide evidence in site plan that the site is suitable for enabling the solar PV to reach its peak output or that mitigation measures have been developed for any occurrences that could prevent the solar PV installation from reaching its peak output (e.g., obstruction of solar irradiance by shading).
* List the necessary investigations that have to be completed on the Embedded Generation System Site or the REG Cluster and any other relevant studies to demonstrate suitability or confirm technical design fit (e.g., Environmental and Social Management Plan, etc.)
* Evidence that site conditions have been duly considered and that the proposed site does not lead to any impediments to successful delivery and installation of the Embedded Generation System.

**Operations and Maintenance**

* Provide an Operations and Maintenance plan, showing high-level planned maintenance schedules for the Plant including how non-performing equipment will be identified and replaced.
* Provide a plan for how the Embedded Generator’s Connection Equipment will be operated and maintained to ensure reliability standards are maintained.
* Provide plan for how thermal generator will be maintained and refueled, including plan for fuel storage.
* Provide approach for monitoring the performance of the Embedded Generation System.
* Provide a process for collaborating with the DisCo to maintain the Dedicated Network to ensure ATC&C losses remain low and Network downtime is minimized.
* Provide a description of processes for collaborating with the DisCo to implement revenue protection measures to minimize ATC&C losses.

### APPENDIX 6: PROPOSED PROJECT IMPLEMENTATION PLAN

**Project Implementation Schedule**

Bidders shall provide a detailed schedule which supports and confirms completion of each project within the Proposal timeframe. The Commercial Operations Date should be within 12 months of the date on which the Commission grants the Embedded Generator an Embedded Generation License.

Bidder’s schedule shall be submitted in Gantt chart format (in either a PDF or Excel) and shall include all milestones for financing, engineering, procurement, shipping, construction, startup, testing, etc. as necessary for successful completion and operation of the Project.

**Project Execution Plan**

Bidders shall provide a detailed explanation of their process for executing each project within the timeline shown in the Project Implementation Schedule.

This should include details of how key implementation steps such as finalizing financing arrangements, procuring equipment, securing regulatory approvals, and constructing the Embedded Generation System will be executed and the measures for ensuring that these processes do not extend beyond the timeline indicated in the Project Implementation Schedule.

If applicable, Bidders can reference projects that they have executed in the past to demonstrate how these processes will work.

**Risk Assessment and Mitigation Strategy**

* Provide an assessment of potential risks to timely execution of the project, including likelihood of the risk occurring, severity if it happened and the impact this would have on the Project Schedule.
* Provide mitigation strategies for each identified risk.

### APPENDIX 7: FINANCIAL PROPOSAL

**REG Tariff Schedule**

Bidders shall submit a proposed Tariffschedule for each poject by filling in the blank spaces in the following table. The REG Tariff is the tariff that [DISTRIBUTION LICENSEE NAME] will pay the Embedded Generator for electricity it receives at the Delivery Point.

The REG Tariff must be reflective of **all** the Embedded Generator’s capital and operational costs for the Embedded Generation System, including the cost of the Plant, the Embedded Generator’s Connection Equipment, and the REG Metering System. The REG Tariff schedule shall be quoted in NGN/kWh. See Clause 11 of the Agreement for more details.

Although the cost of the Necessary Prior Distribution Network Upgrades will be a component of the final tariff, for the purpose of this RFP, Bidders should assume there are no Necessary Prior Distribution Network Upgrade costs. [DISTRIBUTION LICENSEE NAME] is currently working to estimate the cost of the Necessary Prior Distribution Network Upgrades through a detailed network assessment, and this will be shared with the Preferred Bidder when the network assessment is completed.

***For the purpose of this RFP only and to allow [DISTRIBUTION LICENSEE NAME] to compare Proposals fairly, Bidders should use the Energy Consumption profile provided in Exhibit B when developing the REG Tariff schedule. The Preferred Bidder(s) will be expected to collaborate with [DISTRIBUTION LICENSEE NAME] to review, validate, and revise the load estimates before the Agreement is signed.***

|  |  |
| --- | --- |
| **Year** | **REG Tariff (N/kWh)** |
| Year 1 [2024, pending Date of Commercial Operation] |  |
| Year 2 |  |
| Year 3 |  |
| Year 4 |  |
| Year 5 |  |
| Year 6 |  |
| Year 7 |  |
| Year 8 |  |
| Year 9 |  |
| Year 10 |  |
| Year 11 |  |
| Year 12 |  |
| Year 13 |  |
| Year 14 |  |
| Year 15 |  |
| Year 16 |  |
| Year 17 |  |
| Year 18 |  |
| Year 19 |  |
| Year 20 |  |

**Financial Model**

Bidders shall submit the financial model (in Microsoft Excel) used to calculate the REG Tariff. This model must clearly show the assumptions for **all** the Embedded Generator’s capital and operational costs, market conditions, and any other factor that has a material impact on the REG Tariff.

The assumptions for market conditions in the model must include at a minimum:

* Annual Nigerian Naira Inflation – Bidders are required to use the most recent All-Items Consumer Price Index as published by the National Bureau of Statistics.
* USD:NGN Exchange Rate – Bidders are required to use the NAFEX USD:NGN rate on XX, 2023 as published by FMDQ.

**Tariff Design Methodology**

Bidders shall submit an explanation of their tariff design methodology for each project. This should encompass explanations of how all the costs were accounted for and used to determine an appropriate tariff for each operational year of the Project. This should also include explanations of key assumptions that impact the tariffs.

### APPENDIX 8: FINANCING INFORMATION

**Project Financing Breakdown**

For each project, bidders shall submit details of their expected financing arrangement in order to provide assurance the Bidder can finance the Project, including the following:

|  |  |  |  |
| --- | --- | --- | --- |
| **Financing Type** | **Source** | **Amount in USD** | **% of Total** |
| EQUITY FINANCING | Project Sponsor |  |  |
| Contractor/Supplier |  |  |
| Other Sources (Bidder shall list) |  |  |
| TOTAL EQUITY |  |  |
| DEBT FINANCING | Commercial Sources |  |  |
| Development Bank Sources |  |  |
| Other Sources |  |  |
| TOTAL DEBT |  |  |
| GRANT FINANCING | Philanthropic Grant |  |  |
| Development Bank Grant |  |  |
| Other Grant |  |  |
| TOTAL GRANTS |  |  |
| TOTAL FINANCING | |  |  |

The amount indicated as “TOTAL FINANCING” shall be the total financing required for the Project, inclusive of contingency funds.

**Supporting Documentation**

Bidders shall submit supporting documentation from the sources of financing. Supporting documentation from the financing sources shall be accompanied by documentation to verify that the sources can meet the commitments.

The supporting documentation provided should show also that the availability of funding is aligned with the timeline in the Project Schedule.

**Financial Statements**

Bidders shall provide the two most recent audited annual financial statements of the company.

**Other Documents**

Bidders can include any other documents that they believe provides additional evidence of their ability to finance the project. These documents should be accompanied by an explanation or description of how it shows the Bidders financial capability.

### APPENDIX 9: CONFLICT OF INTEREST

The Bidder shall provide a document with its Application stating the following:

The Parties to the Agreement declare that there is no existing conflict of interest pursuant to Clause 4.1 of this RFP which would affect their entry into the Agreement.

Bidder Representative Signature: ...........................................................................................................

Bidder Representative Name: ...........................................................................................................

Date: ..........................................................................................................

### APPENDIX 10: CORRUPT AND FRAUDULENT PRACTICES

The Bidder shall provide a document with its Application stating the following:

The Parties to the Agreement declare that there is no Corrupt and Fraudulent Practices pursuant to Clause 4.2 of this RFP which would affect their entry into the Agreement.

Bidder Representative Signature: ...........................................................................................................

Bidder Representative Name: ...........................................................................................................

Date: ..........................................................................................................

### APPENDIX 11: MUTUAL NON-CIRCUMVENTION CLAUSE

The Bidder shall provide a document with its Application stating the following:

Each Party hereby irrevocably agrees and warrants that it and its Affiliates shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, avoid or bypass other Parties to the Agreement, or obviate or interfere with the relationship of any Party and its contacts for the purpose of gaining any benefit, whether such benefit is monetary or otherwise.

Bidder Representative Signature: ...........................................................................................................

Bidder Representative Name: ...........................................................................................................

Date: ..........................................................................................................

# **SUPPORTING EXHIBITS**

### EXHIBIT A: POWER PURCHASE AGREEMENT

The Agreement contract template is attached separately in a Microsoft Word document. The Agreement is a binding contract between [DISTRIBUTION LICENSEE NAME] and the Embedded Generator for the sale of electricity to the [REG Cluster Locations].

Note that this document is only a template and is provided to Bidders for reference and to receive comments and suggestions. [DISTRIBUTION LICENSEE NAME] will **not** respond to inquiries about the Agreement at this time. [DISTRIBUTION LICENSEE NAME] will only discuss the Agreement with the Preferred Bidder.

**Bidders are required to submit a redlined version of the Agreement (using Track Changes) showing any substantial proposed modifications that will affect the financial or technical offering**.

### EXHIBIT B: [REG CLUSTER LOCATIONS] ENERGY DEMAND INFORMATION

Exhibit B is attached separately in a Microsoft Excel document. This document includes the following full-year hourly load profiles for the:

* The Total REG Customer Load for the [REG Cluster Locations]
* The Embedded Generation System Load
* The Premium Customer Load.

The document also includes explanations for what these load profiles represent and instructions on how to use them.

### EXHIBIT C: TECHNICAL CODES

Exhibit C is attached separately and includes the Technical Codes reference the 2014 Grid Code and the Distribution Code for the Nigeria Electricity Distribution System.

### EXHIBIT D: POTENTIAL SITES

Coordinates of potential sites for installing the Plants are attached separately in Exhibit D.

1. The entirety of Clause 4.2 has been adapted from the African Development Bank Group’s [Standard Bidding Document for the Procurement of Works](https://www.afdb.org/fileadmin/uploads/afdb/Documents/Procurement/Project-related-Procurement/SBD-_Procurement_of_Works_-_September_2010_-_Revised_-February_2018.doc). [↑](#footnote-ref-2)