



REQUEST FOR PROPOSALS
FOR
ELECTRICAL SERVICES

Fac 09/2022

Issue Date: 15 September, 2022

Response Date: 16 September, 2022

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September 2, 2022

Invitation to Tender

Re: URCA Replacement Electrical Panel Frederick House, Frederick Street

Dear Sirs,

You are invited to bid (ITB) in competition with others for the contract to replace one 30 circuit electrical panel at the Frederick House, Frederick Street, Nassau Bahamas.

The works are to be carried in strict conformity to this invitation to bid and the attached tender documents

A site visit may be organized by URCA for viewing of the premises and the panel which is to be replaced if requested by any potential bidder.

If such a visit is organized, you will be notified in writing of the time of the site visit.

The contents of this bid are to be kept in the strictest confidence, and should you not decided to participate in this ITB, this document along with the tender documents are to be returned to URCA immediately.

URCA reserves the right, in its sole discretion to withdraw this ITB at any time prior to contract award of contract and to reject any or all bids, to award the contract to other than the lowest bidder and to waive any informality in the bidding process.

Any costs associated with preparing your bid document shall be to the contractor's account and are in no way recoverable from URCA.

Your attention is drawn to the firm lump sum nature of the bid.

The successful bidder will be notified in writing of the success of his submission and invited to enter into a contract with URCA for the works as specified.

A rejection letter will be sent by URCA to all unsuccessful bidders once a contract has been entered into.

Sincerely

URCA

Utilities Regulation and Competition Authority

1. Introduction

The Utilities Regulation and Competition Authority (URCA) issues this Request for Proposals (RFP) for Electrical Services. It outlines the requirements and invites interested persons/companies to submit proposals to replace the electrical panel at URCA's Frederick House, Frederick Street location. The successful qualified vendor:

- (1) will provide necessary services and equipment, to:
 - a) remove the existing 30 circuit electrical panel;
 - b) replace the obsolete panel with a new panel with sufficient spare capacity for expansion;
 - c) preserve existing electrical services to equipment wired to the existing panel;
 - d) provide circuit testing and properly label new panel.
 - e) Remove all debris and material and dispose of in an environmentally sensitive manner at the public landfill.
- (2) will provide the services according to standard and acceptable electrical industry maintenance and support benchmarks.

2. Background Information

URCA is a statutory body created by legislation as the independent regulator of the Electronic Communications and Utilities and Energy Sectors in The Bahamas. URCA is governed by Board comprising five seven; four non-executive members (one of whom is URCA's Chairperson) and three executive members, inclusive of the Chief Executive Officer, and the Sector Directors. Currently, URCA has 39 employees with expertise in various disciplines including Economics, Engineering, Accounting and Law. All of URCA's staff work mainly from URCA's office at Fredrick House, Fredrick Street, Nassau.

3. Services Required

The following services are required:

3.1 SCOPE OF SERVICES

The scope of services for Electrical work shall include the following:

Preparatory work is to include the following

- 1) Prepare Existing electrical conduct and panel for removal including isolating electrical circuits to ensure that they are safe for working.
- 2) Disconnect existing breakers from the obsolete electrical panel
- 3) Remove obsolete panel and breakers.
- 4) Replace obsolete panel and breakers with new panel and breakers from an approved manufacturer.
- 5) Label Circuits on the panel.
- 6) Test circuits to ensure that they can be energized
- 7) Re-energize electrical circuits
- 8) Prepare an as-built drawing show circuit location within the panel and the loads that the breakers serve.
- 9) Label the Electrical sub-panel using industry recognized naming convention.
- 10) Clean up site removing any debris, obsolete equipment and material left over from the replacement work and disposing of that material in an environmentally responsible manner. No material is to be left onsite or disposed of in URCA bins or trash receptacles.

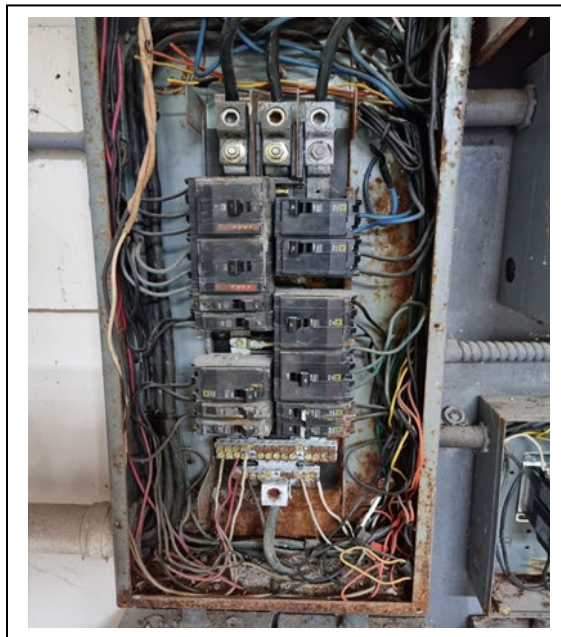


Photo of 30 circuit electrical panel which is to be replaced

3.2. Electrical Work

3.2.1 Quality Assurance

- 1) The Electrical Contractor shall furnish all labour, materials, tools, and equipment necessary for the electrical panel replacement work.
- 2) The Contractor shall verify that the materials, appliances, equipment, or devices he furnishes and installs under this Contract, meet the requirements of the specified codes and standards. The label of, or listing by an independent institute will be accepted as conforming with this requirement
- 3) All work is to be done in a workmanlike manner by skilled workers and carried out in such a way as to minimize any inconvenience to the occupants. The Electrical Contractor shall maintain a full work force from the start to the completion of work and shall leave a qualified foreman on the job at all times. The Electrical Contractor will be responsible for making sure that all the Electrical Contractor's employees be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facilities. The skilled workers will be thoroughly trained and experienced in their necessary trade and will be completely familiar with the specification requirements and methods for proper performance of the work in this Specification.
- 4) The Electrical Contractor once having started the project will continuously and expeditiously proceed with its vigorous prosecution until completion.
- 5) The Electrical Contractor will not sub-contract any of their work. If the Electrical Contractor proposes to sub-contract any work the Electrical Contractor shall submit a complete list of any work proposed to sub-contract and proposed sub-contractors along with all licenses and proofs of insurance for each. The Authority or an authorized representative prior to the execution of the Contract shall review the list. The Owner(s) reserves the right to reject any proposed subcontractor.
- 6) All electrical work shall be performed in accordance with the Bahamas Building code, the Canadian Electrical Code, the National Electrical Code and the highest acceptable industry standard for work of this type.

3.2.2 Liaison

The Authority's Representative and the Electrical Contractor shall transmit all information pertaining to the job and shall not permit unauthorized interference from occupants of the owners Property or from the Electrical Contractor's employees.

3.2.3 Location of the Work

The panel to be replaced is located in the electrical and pump room of the basement of Frederick House, Frederick Street, Nassau, New Providence Bahamas.

The basement floor is accessed via a doorway and vertical step ladder.

3.2.3 Preparation of the work

- 1) The Electrical Contractor shall be wholly responsible for the quality of their work and is not to commence any part of it until it is satisfied that they can complete work in its entirety.
- 2) Electrical Contractor to determine for himself the loads being controlled by each breaker
- 3) Electrical contractor to make a note of the position of all breakers (whether off or switched on) All breakers are to be switched to the off position where possible.
- 4) Cables and wiring are to be disconnected from existing breakers. Place wire nuts on any circuits that are to remain live during the replacement process.
- 5) label all wiring and cabling for reconnection to the new breaker panel.
- 6) remove all breakers and old panel. Prepare existing conduits to fit new panel where necessary.
- 7) Replace old breaker panel with new panel ensuring that that there are a minimum of two (2) spare breakers

3.2.4 Identification and labelling

- 1) The components of all main and sub-main switch boards, all distribution boards, switches, isolators and other items of plant shall be clearly identified by means of labels secured to the external surfaces of the units designating the function of these units.

3.2.5 Testing and Commissioning

After the connection of the supply to the installation, commission all parts of the electrical installation covered by this Specification and demonstrate to the Authority's representative that the entire electrical installation is in perfect working order.

3.2.6 Permits and Approvals

- 1) The Electrical Contractor is required to obtain all permits and approvals necessary to perform the work inclusive of inspections on completion of the work.

3.2.7 Labeling and Operating Instructions

The Electrical contractor shall:

- 1) Ensured that each breaker is properly labelled describing the circuit that it is protecting.
- 2) Ensure that there is in addition to the individual labels a fixed label in the door of the panel describing each breaker and the circuit that it is protecting.

3.2.8 Guarantee

The Electrical contractor shall guarantee the operation of the breaker panel for a period of three (3) months. A deduction equal to 5% of the overall contract cost shall be deducted as surety against the guarantee and retained for a period of 3 months.

3.2.9 Product Handling

- 1) Where necessary, the electrical contractor shall be responsible for keeping stocks of material and equipment stored on the premises in a neat and orderly manner.
- 2) The contractor shall ensure that the premises are left in a clean and orderly disposition on completion of the work. No debris, or excess material associated with the work is to be left on the premises.

3.2.10 Quality of Equipment

Quality shall be of the best grade for each type or class, even though such quality may not be stated specifically in the specifications. All materials and products shall be new and manufactured by well-known firms and shall be sound and uniform in quality, size, shape, color and texture and shall be free from cracks, warpage, or their defects. Energy consuming equipment shall be of the energy saving type, wherever relevant and applicable.

3.2.11 Methodology

The Electrical contractor shall provide a brief statement describing the methodology to be used in replacing the electrical panel.

The methodology shall include the following information:

- a) Equipment to be used

- b) Disconnection and reconnection process
- c) How existing conduit will be dealt with
- d) Material to be provided
- e) Estimated duration of the work
- f) Disruption mitigation methodology
- g) When the contractor plans to perform the work (weekend/ weekday etc.)
- h) Testing method

4. Submission Requirements

URCA requires the submitted proposal to specifically address each of the services listed in Section 3 above. URCA is seeking comprehensive content, clearly organized proposals, and solution-orientated procedures. The goal is fully functioning electricity panel that is fit for purpose and provides appropriate years of satisfactory operation.

Each proposal shall contain the following content, organized in number sections strictly as follows:

4.1. Letter of Transmittal:

Section A of the proposal shall comprise a letter of transmittal, which must contain the following statements and information:

- (a) company name, mailing and physical address, telephone number(s), fax number(s) and website address;
- (b) name, title, email address and telephone number of the person(s) to contact who are authorized to represent the firm and to whom correspondence should be directed;
- (c) a brief statement of the vendor's understanding of the services to be performed under the contract and make a positive commitment to provide the named services;
- (d) corporate officer or person authorized to bind the vendor to the proposal must sign the letter and cost schedule; and
- (e) a statement stating the proposal and cost schedule will be valid and binding for at least ninety (90) days following the proposal due date and will become part of the contract negotiated with URCA.

4.2. Profile:

Section B must comprise a comprehensive profile of the firm including at a minimum:

- (a) Number of years in business;
- (b) Number of years the vendor has provided the proposed services;
- (c) Number and type of clients;
- (d) Number of full-time employees
- (e) Location of firm's business office from which they will service URCA's account.

4.3. Detailed Proposal

The vendor should submit a detailed proposal for the services including, at a minimum, the following information organized in sections numbered as set out below:

- 1) Executive Summary of the Proposal, including why the firm is submitting its proposal and what uniquely qualifies it to perform the service.
- 2) Description of vendor's proposed approach to providing the services to URCA. The references should all be clients for whom the vendor currently provides, or has provided, similar services to those sought in the RFP within the last three years. Include details of the specific services provided, the number of users, and the period the vendor has provided services to each of the three references.
- 3) Provide details of any additional services, beyond the scope of this RFP, that the firm provides which may be of interest to URCA.

4.4. Draft Contract

A draft of the contract document is included in Appendix I

4.5. Cost of Services

The vendor must submit a Firm Lump Sum price to perform the entirety of the work specified herein in the format given in Appendix II:

5. Evaluation Criteria

An URCA-appointed selection committee will review all proposals based on the criteria the following criteria, and make a recommendation to URCA's Chief Executive Officer:

- B. Approach and Methodology;
 - i How work is to be performed
 - ii Downtime on equipment
 - iii Time to commence

- C. Experience of the Firm;;
 - i Date Firm Established
 - ii Number of employees
 - iii List of similar jobs completed
 - iv Reference List

- D. Pricing.
 - i Firm lump sum to complete the work
 - ii Rates for any additional work that may be required.

URCA will use a rating system based on pre-defined points and percentages to evaluate the proposals. The award of the contract will be made to the firm whose proposal receives a favourable evaluation, recommendation of the selection committee, and approval by URCA's Board. However, URCA shall not be bound to accept the highest scoring or any proposal submitted.

To ensure compliance with the requirements of this request for proposal, contractors should ensure that the following documentation forms a part of their submission to URCA

- 1) Approach and methodology (Item 5A) above, as detailed in section 3.2.1
- 2) Company information including experience of the firm (Item 5B and section 4B) above
- 3) Pricing (Item 5C) above in the form set out in Appendix II

6. Selection Process

6.1 Submission Requirements

Respondents must submit their response and all associated documents in accordance with the following guidelines **ONLY**:

1. **Two (2) PRINTED COPIES** of the Response, placed in sealed, opaque packages marked:
PROPOSAL FOR REPLACEMENT OF ELECTRICAL PANEL
Chief Executive Officer
Utilities Regulation and Competition Authority Fredrick House
Fredrick Street
P.O. Box N-4860 Nassau, The Bahamas
2. **COMPLETE PROPOSALS MUST BE RECEIVED BY NO LATER THAN 3:00 PM, BAHAMAS TIME, ON THE RESPONSE DEADLINE DATE OF 16 September, 2022. LATE RESPONSES OR SUBMISSIONS SHALL NOT BE ACCEPTED.**

Only physical submissions will be accepted and only according to Section 6.1. In no circumstances should a Respondent submit its proposal or any part of it to any person at URCA via email, fax, or any other method of submission whether in addition to or instead of the above.

The contractual and licensing arrangements between URCA and the Service Provider will incorporate the contents of the Proposal. URCA underlines the importance of receiving honest, true and full answers to all areas of the RFP.

Failure to comply with all the submission requirements above (including packaging) may result in rejection or disqualification of the application.

6.2 URCA Contact Details for Clarifications, Questions and Additional Information

Persons seeking clarification or additional information on any matter involving this RFP or the process (other than submission of proposals) in writing by email, fax or mail to the "Project Manager – RFP for Electrical Services" at the following address with the subject "**RFP for Electrical Services question**":

Project Manager – RFP for Electrical Services Utilities Regulation and Competition Authority
Fredrick House Fredrick Street
P.O. Box N-4860 Nassau, The Bahamas
Email: info@urcabahamas.bs Fax: 242.393.0153

Questions must include full contact details (mailing address, email address and fax number) of the enquirer. Please state if the question is general in nature or if it involves a specific issue in the RFP and if so which one.

URCA will acknowledge receiving such questions and answer them **by email** as soon as practicable. URCA will inform if it cannot answer a question within three (3) working days of receipt or at the latest Two (2) days before the Submission Deadline.

Responses that URCA decides to be of general interest to all prospective RFP Respondents will be uploaded to URCA'S website at www.urbahamas.bs as an addendum no later than 5:00 p.m. on 14 September, 2022.

URCA will not accept requests for further information or clarification after 13 September, 2022.

6.3 Expenses

Each Respondent shall be and remain liable for all costs it may incur in this RFP process and URCA shall not accept or bear any responsibility to compensate any Respondent.

6.4 Selection Procedure and Criteria

Based on compliance and satisfaction of the matters set out in this RFP, URCA will evaluate the proposals based on the submission and any specifically requested presentations only. URCA will consider all facets of the proposal, including the price and commercial terms and conditions, based on the following weightings:

Approach and Methodology	20%
Firm Experience	20%
Commercial proposal, including price	60%

URCA reserves the right to choose freely among Respondents, selecting any or none - or to use the quotation as a basis for a further dialogue with any or all Respondents. Respondents shall not consider the commencement of negotiations with URCA as a commitment by URCA to enter into a contract with the Respondent.

6.5 Time Schedule

6.5.1 Issue of RFP

URCA issued this RFP on 2 September, 2022 and interested persons may download it from URCA's website at www.urcabahamas.bs.

6.5.2 Deadline for Submission of Proposals

URCA MUST RECEIVE COMPLETE PROPOSALS BY NO LATER THAN 3:00 PM, BAHAMAS TIME, ON THE RESPONSE DEADLINE DATE OF 16 September, 2022. URCA WILL NOT ACCEPT AND IS NOT RESPONSIBLE FOR LATE RESPONSES OR SUBMISSIONS.

URCA will only accept physical submissions that comply with Section 6.1 above.

6.5.3 Selection of and Negotiation with Service Provider

URCA will conduct its final evaluation and select its preferred Electrical Services Provider. The selection shall at this stage remain subject to successful commercial negotiation of the terms and conditions of a contract. If URCA is unable to agree terms and conditions with the preferred Service Provider that are to URCA's satisfaction, URCA reserves the right to commence negotiations with the next best qualified bidder, and so on until a satisfactory agreement has been concluded.

7. Miscellaneous

URCA reserves the right:

- a) to reject any or all proposals for failure to meet the requirements contained herein or for any other reason which in URCA's sole judgment renders the proposal unsuitable,
- b) to waive any technicalities, and
- c) to select the proposal which in URCA's sole judgment, best meets URCA's requirements.

This RFP creates no obligation on the part of URCA to award a contract or to compensate the Bidder for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews. URCA also reserves the right to negotiate further with any respondent to the RFP. Providers should not rely upon the opportunity to alter their qualifications during any discussions.

Appendix I Terms and Conditions

1. DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- (a) **“The Authority”** - shall mean The Utilities Regulation and Competition Authority ;
- (b) **“The Contractor”** – shall mean the person or persons, company or firm(s) whose tender has been accepted by the Authority and include the Contractor’s Personal Representatives; successors and permitted assigns;
- (c) **“The Contract Price”** – shall mean the amount to be paid by the Authority (***inclusive of Value Added Tax [“VAT”] if applicable***) to the Contractor for the Services as agreed and accepted in accordance with the Tender of the Contractor who has been awarded the Contract;
- (d) **“The Premises”** – shall mean the Authority’s place of business or work site identified in the Specifications for the purposes of this contract.
- (e) **“The Services”** - shall mean general electrical contracting services as outlined in the Specifications (Appendix A) which shall also include any administrative functions, costs and expenses (***inclusive of VAT if applicable***) associated with or incurred by the Contractor in the performance and execution of the Services;
- (f) **“Additional Charges”** - shall include any costs or expenses (***inclusive of VAT if applicable***) incurred by the Contractor over and above the Contract Price as agreed in writing between the Authority and the Contractor.
- (g) **“Commencement Date”** – shall mean the date the Services are scheduled to begin, as agreed between the Authority and the Contractor.
- (h) **“Contract Date”** – shall mean the date the Agreement is executed by the Authority and the Contractor
- (i) **“Completion Date”** – shall mean the date that the Services are scheduled to be completed, as agreed between the Authority and the Contractor.

- (j) **“Expiry Date”** – shall mean the date that the Contract between the Authority and the Contractor is terminated.
- (k) **“Conditions”** – shall mean the provisions set out below which shall be incorporated into the Contract Agreement by reference.
- (l) **“Business Day”** – shall mean Monday through Saturday excluding holidays observed in the Commonwealth of The Bahamas.
- (m) **“Contractor's Equipment”** means all machinery, appliances, apparatus, tools or things of whatsoever nature of good quality and fit for their purpose as required in or about the execution or completion of the Services but does not include plant, materials or other things intended to form or forming part of the permanent work.
- (n) **'Plant'** means materials, articles or other things to be provided under the Contract by the Authority other than Contractor's Equipment.
- (o) **“Site”** - means the land and other places on under in or through which the Services are to be executed or carried out, and any other land or places identified by the Authority for the purposes of the Contract, together with such other places as may be specifically designated in the Contract as forming part of the Site.
- (p) **“Parties”** – shall mean the Authority and the Contractor collectively.
- (a) **“Tender Documents”** – shall mean this Schedule 2 (and any Special Terms and Conditions if applicable) together with Schedule 1 - Instructions to Bidder, Schedule 3 – Specifications, Schedule 4 – Tender Bid Form, Schedule 5 – Qualification Information Form and Schedule 6 – Form of Agreement, collectively.
- (b) **“Nominated Contractor”** – shall mean a sub-contractor specified by the Authority for the specific purpose of carrying out a designated portion of the work.
- (c) **“Taking-Over Certificate”** – shall mean the written certification document issued by the Authority upon satisfactory completion of the services by the contractor.

2. **INTERPRETATION**

- (1) Words importing the singular only shall also include the plural and the masculine also includes the feminine and vice versa where the context requires.
- (2) Wherever in the Contract Agreement provision is made for a communication to be “written” or in “writing” this means type-written, hand-written or printed communication including faxes and e-mail.

3. **HEADINGS**

The headings and titles in these terms and conditions shall not be deemed to be part of or be taken into consideration in the interpretation or construction thereof or of the Contract Agreement. Headings and cross-references between clauses have no significance.

4. **TERM OF CONTRACT**

- (a) The term of this Contract Agreement will continue from the Commencement Date and shall remain in full force and effect for the duration of the works, until the Completion Date, or until such other date as may be agreed between the parties (the “Term”), or termination by either party under Clause 20 (Termination).

5. **SCOPE OF CONTRACT**

- (1) Unless otherwise stipulated, the Contractor shall provide all labour, materials, tools, supplies and equipment required for such Services as agreed and provided herein and shall carry out and perform the Services on behalf of the Authority in accordance with this Contract to the reasonable satisfaction of the Authority.
- (2) The Contractor shall perform the Services in accordance with these Terms and Conditions, the Authority’s Specifications, Drawings and all other Tender Documents, and any additional term or condition which may be agreed by the parties in writing and is supplemental to this contract agreement.
- (3) The Authority shall from time to time make any adjustments or changes to the Specifications, as and when it becomes necessary to facilitate performance of the Services to the reasonable satisfaction of the Authority.
- (4) Any adjustments or changes to the services shall not be made without the prior written approval of the Authority.

6. **QUALITY OF WORK**

1. All work carried out under this Agreement shall be of the highest industry standard

and carried out by competent workmen and all equipment, materials, supplies and tools used shall conform with current specifications applicable to such work or in the absence thereof, shall be of the highest quality and shall be obtained from merchants or manufacturers of the highest repute.

2. The Authority shall be allowed to and may from time to time inspect the equipment, materials, supplies and tools to ensure compliance.
3. Any inspection carried out by the Authority shall in no way relieve the Contractor of its obligations in performance of the Services.

7. **REPORTS**

If required, the Contractor shall provide to the Authority reports on the Services rendered or outstanding, inclusive of commentary on resolution of any issues raised during the contract period. The frequency of such reports will be determined by the Authority's Representative in relation to the scope, size and period of time of the contract.

8. **HOURS OF WORK**

Due to the nature of the services, throughout the term the Contractor shall diligently and thoroughly perform the Services in accordance with the Specifications, as and when required by the Authority on such days and at such times stipulated by the Authority in writing.

9. **LABOUR, MATERIALS, TOOLS, SUPPLIES AND EQUIPMENT**

Unless otherwise stipulated, the Contractor shall provide all labour, materials, tools, supplies and equipment required for the successful execution of the Services.

10. **CO-ORDINATION AND INSPECTION**

The Services shall be coordinated with the Authority's designated Representative to accommodate the Authority's operations and to facilitate proper execution and completion of the Services to the reasonable satisfaction of the Authority. The Authority's Representative shall from time to time inspect the quality and standard of the Services and the labour, materials, tools and equipment to ensure compliance with the Specifications agreed by the Authority.

11. **SAFETY**

- (1) The Contractor, (and his employees and agents) shall strictly observe and comply with all safety requirements referenced in the Authority's Safety Manual, together with all relevant statutes, rules and regulations, codes, policies and procedures which may from time to time be in force while on the Authority's premises; together with all safety and Industry requirements (local and international) which may be applicable to the Services; and
- (2) The Contractor shall be solely responsible for all protective and safety clothing and equipment which may be required for the performance of the Services.

12. **CONTRACTOR'S EMPLOYEES**

1. The Contractor shall ensure so far as is possible that all persons employed by them are (a) Bahamian, (b) or if non-Bahamian, are legally qualified to work and possess a valid work permit; (c) efficient, sober and honest individuals; and (d) proficient in the type of work required under this contract.

The consumption of alcoholic beverages or use of any form of narcotics will at no time be tolerated by the Authority regarding persons employed in the contract who are on or about the Authority's premises or any worksites.

2. The Contractor shall not employ for the purposes of this Contract Agreement any person to whose employment reasonable objection is taken by or on behalf of the Authority. **This shall include persons who are currently employed with the Authority, irrespective of their designation as technical or clerical.**
3. The Authority shall be at liberty to object to and require the Contractor to remove forthwith from the Premises any person employed by the Contractor on or about the execution of the Services who in the reasonable opinion of the Authority:-
 - (a) Misconducts himself;
 - (b) Whose employment is considered illegal, or otherwise undesirable; or
 - (c) Is incapable of being employed by virtue of that person being engaged under a contract of employment with the Authority at the time of execution of the contract and who has not obtained the prior written consent of the Authority to be otherwise employed upon the premises and such person shall not be again employed upon the Services without the written permission of the

Authority.

4. The Contractor, his employees and agents shall be required to wear or carry proper identification while on the premises and shall be required to produce such identification upon request by the Authority.

13. **TERMS OF PAYMENT**

1. The Services shall be invoiced monthly as such services are rendered, or as otherwise agreed by the parties.
2. The full amount of any mobilization payment made by the Authority to the Contractor on acceptance of the award of contract shall be deducted from the first payment to be made by the Authority to the Contractor, and any subsequent payment to be made to the Contractor, if necessary, until the full amount of such mobilization payment has been received by the Authority.
3. The Contractor shall be paid by the Authority for the Services within thirty (30) days from the receipt of the invoice for the same, or as otherwise agreed by the parties.
4. No payment shall be made to the Contractor in the absence of a proper invoice for the Services, and failure by the Contractor to provide invoices as required will result in delay of payment to the Contractor, without prejudice to the Authority.
5.
 - (a) The Contractor shall inform the Authority in writing of the name of the person authorised to collect payments from the Authority on behalf of the Contractor (the "**Authorised Person**"), if such person is not the Contractor's Representative named in Clause 21 (Notices/Communication).
 - (b) When payments are collected, such Authorised Person acting on the Contractor's behalf shall be required to produce:
 - (i) an original letter of authorization signed by the Contractor, bearing the Contractor's stamp and/or seal, and which letter names the Authorised Person; and
 - (ii) a valid picture identification of the Authorised Person.
 - (c) No payments shall be released to a person who claims to be an Authorised Person without a letter of authorization and valid picture identification as stipulated herein.

6. Any additional costs to be incurred by the Contractor on behalf of the Authority shall be with the prior written approval of the Authority and not due to any act or default of the Contractor in carrying out the Services to the Authority.
7. Any additional work required under this contract shall have been agreed in advance by the Authority's Representative. A request for payment for any additional charges must be invoiced separately and accompanied by supporting documentation and such additional charges shall be costs previously approved by the Authority's Representative.

14. **RETENTION**

- (1) Five percent (5%) of the Contract Price shall be held by the Authority as retention money for a period of 30 days after issuance of the Taking-Over Certificate by the Authority. The release of retention shall be subject to a final inspection and approval of the Services to the reasonable satisfaction of the Authority.
- (2) The Contractor shall be required to rectify any deficiencies in the works noted by the Authority prior to the payment of the retention money.

15. **REDUCTION IN CONTRACT PRICE**

If the Contractor fails to perform or complete any of the Services within the time period specified in the Contract, the Contractor consents and agrees that the Authority shall, without prejudice to the Authority's other remedies under the Contract, deduct from the Contract Price a sum equivalent to One percent (1%) of the Contract Price representing each week of delay until actual performance up to a maximum deduction of Five percent (5%). Once the maximum is reached the Authority may consider termination of the Contract.

The Contractor further consents and agrees that the Authority shall have the right to deduct the sum from any monies in its hand or otherwise due, or to become due, to the Contractor.

16. **ASSIGNMENT**

The Contractor shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the Authority, such consent not to be unreasonably withheld. Any attempts to assign any rights or duties without that consent will be void.

17. **NO WAIVER**

No failure of either party to this Agreement to prosecute its rights with respect to any single

or continuing breach of this Agreement will act as a waiver of the right of that party to later exercise any right or enforce any remedy granted under this Agreement with respect to that same right or enforce any remedy granted under this Agreement with respect to that same or any other breach of this Agreement by the other party to this Agreement.

18. **INSURANCE**

- (1) **Before commencing the Services**, the Contractor shall provide proof of valid public liability insurance against loss of life, injury and damage to the Authority, its agents and employees or to any other third party or its property arising out of the execution of the Services.
- (2) Such insurance shall be effected with an approved Insurer and in terms agreed by the Authority.
- (3) The policy or policies of the insurance shall be endorsed indemnifying the Authority in the event of any claim being made upon the Authority as principal and arising out of the performance of the Contract by the Contractor.
- (4) The Contractor shall provide the Authority with a copy of the Insurance Policy Certificate as proof of the Insurance within 7 days after execution of this Contract. Failure to provide proof of insurance will be considered a breach of this Agreement subject to termination under clause 20(iii).

19. **INDEMNITY**

- (1) The Contractor shall be liable for and shall indemnify the Authority, its Board, its employees, and its agents in respect of any liability, loss, claim or proceeding whatsoever, arising under any statutes or at common law in respect of any personal injury to or the death of any person whomsoever and to any property real or personal wheresoever arising out of or in the course of the execution of the Services UNLESS the said personal injury or death or property damage is due to the act or neglect of the Authority, its employees, or agents.
- (2) The Authority shall indemnify the Contractor, his employees and agents in respect of any liability, loss, claim or proceeding whatsoever arising under any statutes or at common law in respect of any personal injury to or the death of any person whomsoever and to any property real or personal wheresoever arising out of or in

the course of the execution of the Services UNLESS the said personal injury or death or property damage is due to the act or neglect of the Consultant, his employees, or agents.

20. **TERMINATION**

- (a) The Authority shall have the right to terminate this Contract without notice or payment in lieu of notice if:
 - (i) The Contractor neglects, refuses, fails or for any reason becomes unable to perform or carry out the Services to the reasonable satisfaction of the Authority;
 - (ii) The Contractor falls behind schedule such that the services cannot be completed by the Contractor in the required timeframe.
 - (iii) The Contractor breaches or fails to comply with any of the terms or conditions of this Contract; or
 - (iv) The Contractor divulges confidential information concerning the business or affairs of the Authority or is guilty of any misconduct or commits any act which in the opinion of the Authority is likely to bring the Authority or any of its directors or officers into disrepute.
- (b) Either party may terminate this Contract at any time by giving to the other Fourteen (14) days' notice in writing. In such event the Contractor shall not be entitled to be paid the full Contract Price nor any other amount by way of compensation or damages or otherwise and at the expiration of such notice period this Contract shall thereupon be terminated.
- (c) Upon notice of termination from the Authority, the Contractor shall take immediate steps to bring the Services to a close in a prompt and orderly manner, and to reduce expenditures to a minimum. The Contractor shall be entitled to reimbursement in full on a quantum meruit basis for such of the costs as shall have reasonably been incurred prior to the date of such termination and for costs incidental to the orderly termination of the Services.
- (d) Upon notice of termination from the Contractor, the Contractor shall be required to reimburse the Authority a portion of the Contract Price pro-rated over the remaining period of the Term of Contract.

21. **NOTICES/COMMUNICATION**

Any Notices or other written communication to be served on either of the parties by the other shall be hand delivered or sent via fax as follows:

AUTHORITY'S REPRESENTATIVE:

Utilities Regulation and Competition Authority
Carlton Smith, CEO
Utilities Regulation and Competition Authority
Fredrick House Fredrick Street
P.O. Box N-4860 Nassau, The Bahamas
Re: RFP for Electrical Services
Fax: 242.393.0153

CONTRACTOR'S REPRESENTATIVE (Bidder to Specify)

Name: _____
Position in Company _____
P. O. Box _____ Nassau, The Bahamas
Tel. No. (242) _____
Re: RFP for Electrical Services
Fax No. (242) _____

Notices shall be deemed to have been received by the addressee within Ninety-six (96) hours of posting or Twenty-four (24) hours if sent by fax to the correct fax number.

22. **NOTICE OF ACCIDENTS AND ACCIDENT REPORTS**

In the case of any casualty or accident occurring on the Premises during the execution of the Services the Contractor shall:-

- (1) Comply with all existing legal obligations requiring him to give notice of such casualty or accident to any person or persons or legal authority and supply the Authority's Representative with three copies of any notice so given, or
- (2) Where no such obligations as aforesaid exist give verbal and written notices to the Authority's Representative of such casualty or accident within 24 hours. The Contractor shall also report such accident to the competent authority where such report is required by law.

- (3) The Contractor shall within 48 hours of the occurrence of any accident at or about the Premises or in connection with the execution of the Services provide a written report of such accident to the Authority's Representative.

23. **FORCE MAJEURE**

1. The Parties shall be excused, either partially or totally, in the performance of their obligations imposed by this Contract, if such failure or delay is the direct result of any of the following causes existing at the date thereof, and which is reasonable within the contemplation of the parties, namely:
 - (a) act of God, earthquake, fire, flood, hurricane, tidal wave or other natural disaster;
 - (b) malicious mischief, insurrection, riot, strike, lockout, boycott, picketing, labor disturbance or other civil commotion;
 - (c) war other military or martial disturbance; and
 - (d) any other unforeseeable cause beyond the control of either party which directly impacts performance of the contract.
2. The party claiming force majeure shall as soon as possible and without undue delay give notice to the other, submitting details and proof of such event.
3. Where an event of force majeure continues for a period of 14 consecutive days then either party shall have the right to terminate this Contract.

24. **GUARANTEE**

The Contractor shall guarantee all Services executed against any defects which may arise, occur, or is occasioned by faulty workmanship or materials, tools or equipment which may occur during execution of the Services. The Contractor shall be held fully liable for immediately correcting any and all such defects upon notification by the Authority, at the contractor's own cost and expense.

25. **WARRANTY**

The Contractor is required to give the Authority a six (6) month warranty by which the Contractor guarantees the integrity and reliability of the Services. The Contractor agrees to pay for and make good all loss, costs, damages, and expenses incurred arising out of or occasioned by any defaults during this warranty period.

The warranty period shall begin on the day following the completion date.

26. **COMPLIANCE WITH REGULATIONS**

The Contractor shall conform in all respects with the provisions of any and all laws, rules, and regulations presently in force that are or may be applicable to the said Services and the Authority.

27. **CONFIDENTIALITY**

(1) The Contractor must hold in the strictest confidence all confidential information received directly or indirectly while performing the Services on behalf of the Authority.

(2) This duty of confidentiality must be observed by the Contractor during the contract term with the Authority and continues after the contract has expired.

28. **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement.

No modification hereof or waiver of any right under this Agreement will be effective unless it is evidenced in writing and executed by an authorized representative of each party to this Agreement.

29. **JURISDICTION AND GOVERNING LAW**

This Contract and all rights hereunder shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of The Bahamas.

APPENDIX II Form of Tender

1. Having visited the site and having understood the scope of the named Services, and also having examined the Tender Documents (and special provisions to the Specifications outlined in Appendix “A”) we offer to carry out, execute, and complete the Services in accordance with the Tender Document’s Terms and Conditions of the Contract, Specifications and Drawings for the **LUMP SUM CONTRACT PRICE** of

B\$ _____ which services includes:

Frederick House Replacement Electrical Panel - Breakdown of Costs

No.	Description	Rate	Unit Cost	Total Cost
	1) Prepare Existing electrical conduct and panel for removal including isolating electrical circuits to ensure that they are safe for working.			
	2) Disconnect existing breakers from the obsolete electrical panel and remove panel and breakers.			
	4) Replace obsolete panel and breakers with new panel and breakers from an approved manufacturer.			
	5) Test circuits and energize if safe to do so.			
	6) Prepare an as-built drawing show circuit location within the panel and the loads that the breakers serve			
	7) Label the Electrical sub-panel using industry recognized naming convention.			
	8) Clean up site removing any s, obsolete equipment and material ver from the replacement work and sing of that material in an onmentally responsible manner. No			

	Material is to be left onsite or disposed of in bins or trash receptacles.			
		Sub Total		
		VAT (if applicable)		
		TOTAL COST		

Notes:

- 1) Total must be the same as the Firm Lump Sum Figure Above.
- 2) Where appropriate segregated Costs are to be stand-alone costs for each aspect of the work.

SEGREGATION OF PRICE COMPONENTS

(1) Labour B\$ _____

(2) Materials B\$ _____

TOTAL COST(B\$) _____

Notes:

- 1) Total must be the same as the Firm Lump Sum Figure above.
- 2) Segregated Costs are to be stand-alone costs for each aspect of the work.
2. The Bidder confirms that the above lump sum (Contract Price) includes VAT (if applicable), all work, material, labour and other costs necessary for executing the Services in accordance with the Specifications and shall not be subject to measurement on completion.
3. We agree to abide by the Tender for a period of Ninety (90) days from the Closing Date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We undertake to commence the Services within _____ days of receipt of the Authority's orders.
5. We undertake to complete the whole of the Services within _____ days, should

our tender be accepted.

6. **We hereby confirm that the Bidder is not associated nor has been associated in the past, directly or indirectly, with any person(s) in the Authority or any other entity having prepared the Specifications or any other bidding documents in connection with this project.**
7. **We hereby confirm that there is no person(s) in the Authority who is involved in or has any or a vested interest in the Company/Business of the Bidder.**
8. We understand that the Authority is not bound to accept the lowest or any Tender it may receive and that it reserves the right to accept or reject any Tender.
9. We understand that unless and until a formal agreement is prepared and executed, this Tender together with our written acceptance thereof shall constitute a binding contract between the parties.
10. If required, we will provide two good and sufficient sureties or obtain guarantee of a bank or insurance company (to be approved in either case by the Authority) to be jointly and severally bound with us in a sum for the performance of the Services under the terms of a Bond to be approved by the Authority.

Dated this _____ day of September, 2022

SIGNATURE:

(duly authorised to sign)

NAME & POSITION: _____

NAME OF COMPANY _____

ADDRESS & TEL. NUMBER: _____

WITNESS

(Name of Witness) (Signature of Witness)

UTILITIES REGULATION AND COMPETITION AUTHORITY

Replacement Electrical Panel

FORM OF AGREEMENT

COMMONWEALTH OF THE BAHAMAS

New Providence

THIS CONTRACT is made the _____ day of _____ A.D. 2022 BETWEEN The **Utilities Regulation and Competition Authority**, a Statutory Body established and existing in the Commonwealth of the Bahamas under and by virtue of the provisions of the URCA Act of the said Commonwealth (the “**AUTHORITY**”) and _____ an electrical contracting firm, duly licensed to conduct business in The **Commonwealth of The Bahamas**.

WHEREAS

1. THE AUTHORITY is desirous for the provision of services as described and outlined in the Specifications set out in section 3.1 (“The SERVICES”).
2. THE AUTHORITY has accepted a proposal submitted by the CONTRACTOR for the execution and completion of such SERVICES.
3. THE AUTHORITY has awarded the contract for the SERVICES to the CONTRACTOR for the amounts stated in the Contractor’s proposal to be paid by THE AUTHORITY to the CONTRACTOR for the SERVICES as agreed (the “Contract Price”).
4. The following documents shall form a part of this Contract:
 - a) The Contractor’s Bid (Completed Form of Tender contained in Appendix II);
 - b) The Specifications (The scope of work as detailed in section 3.2);
 - c) The Terms and Conditions (contained in Appendix “I”);
 - d) Correspondence between THE AUTHORITY and the CONTRACTOR & Minutes of Meetings (if applicable);
 - e) The Letter of Award and Acceptance;
 - f) CONTRACTOR’S Bond (if applicable)

5. In consideration of the Contract Price the CONTRACTOR hereby covenants with THE AUTHORITY to execute and perform the SERVICES in conformity and in all respects with the Specifications and Terms and Conditions of the Contract.
6. THE AUTHORITY hereby covenants to pay the CONTRACTOR in consideration of the execution, completion and maintenance of the SERVICES, the Contract Price at the times and in the manner agreed between the parties.

Signed for and on behalf of THE AUTHORITY the day hereinbefore written:

CHIEF EXECUTIVE OFFICER

In the presence of:

Corporate Secretary

The CONTRACTOR has set his hand and seal the day hereinbefore written:

Contractor

In the presence of:

Witness