



## **REQUEST FOR PROPOSALS**

# **Consultancy Services for a Review of Bahamas Power and Light Company Limited (BPL) Fuel Charge**

**ES: 03/2024**

**Issue Date: 20 May 2024**

**Closing Date: 24 June 2024**

## Contents

1.1	Documents describing the submission of proposal	3
2	INFORMATION AND INSTRUCTION TO CONSULTANT	4
2.1	Technical Proposal	4
2.2	Technical Proposal Format	5
2.3	Financial Proposal	5
2.4	Financial Proposal Format	6
2.5	Submission of Proposals	6
2.6	Evaluation of Proposals	6
2.7	Clarifications	7
2.8	Confidentiality	7
2.9	Disclaimer	7
3	TERMS OF REFERENCE	8
3.1	Regulatory Framework	8
3.1.1	Utilities Regulation and Competition Authority.....	8
3.1.2	The Legislation.....	9
3.1.3	The Electricity Sector.....	9
3.2	SCOPE OF WORK	11
3.2.1	Overview.....	11
3.2.2	Team Composition.....	13
3.2.3	Deliverables.....	13
3.2.4	Payment.....	14
3.3	EVALUATION OF PROPOSALS	15
3.4	PROJECT SCHEDULE	17
3.5	MISCELLANEOUS	17
3.5.1	General.....	17
3.5.2	Disclaimer.....	17
3.5.3	Amendments.....	17
3.5.4	Costs.....	17
ANNEX 1:	TECHNICAL PROPOSAL SUBMISSION FORMS	19
ANNEX 2:	FINANCIAL PROPOSAL AND SUBMISSION FORMS	25

## 1 INVITATION TO CONSULTANTS

The Utilities Regulation and Competition Authority (URCA), which regulates utility services and service providers in The Bahamas, has committed funds to undertake consultancy services to review the Bahamas Power Light Company Limited (BPL) fuel charge for which this Request for Proposal (RFP) is issued.

URCA now invites proposals from experienced and competent experts to provide the following consulting services: **A Review of The Bahamas Power and Light Company Limited (BPL) Fuel Charge**. More details on the services are provided in the Terms of Reference.

The assignment is to be carried out by a consultant or group of consultants that will be selected on a competitive basis.

The consultancy will be selected under the selection method and procedures described in this RFP at section 3.3

Failure to comply with the requirements of this Request for Proposals, including the submission requirements, shall lead to disqualification.

### **1.1 Documents describing the submission of proposal**

This RFPs consists of the following sections:

1. Invitation to Consultants.
  2. Information and Instructions for Consultants.
  3. Terms of Reference; and
- Annex 1 Technical Proposal – Standard Forms  
Annex 2 Financial Proposal – Standard Forms

Attention is drawn to the closing date and time for the submission of proposals being on 24 June 2024 **at 4:00pm**. The Consultant has the sole responsibility for ensuring that the proposal is delivered within this specified time. Proposals received after the date and time above will be left unopened.

## **2 INFORMATION AND INSTRUCTION TO CONSULTANT**

### **Definitions:**

“BPL” means Bahamas Power and Light Company Limited, a subsidiary of the Bahamas Electricity Corporation.

“Client” means the Utilities Regulation and Competition Authority, URCA.

“Consultants” means any entity or person that may provide or provides the services to URCA under the Contract. It is the entity offering its services in response to the RFP. In the case of the RFP the word consultant and bidder are used interchangeably.

“Contract” means the Contract signed by the parties with all the attendant documents.

“Data Sheet” means such part of the instructions to consultants used to reflect specific country and assignment conditions.

“Day” means calendar day.

“LOI” means the Letter of Invitation being sent by URCA to the Consultants.

“Proposal” means the Technical Proposal and the Financial Proposal.

“RFP” means the Request for Proposal.

“Services” means the work to be performed by the Consultant pursuant to the Contract.

“Terms of Reference, (TOR)” means the document included in the RFP as section 3 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the consultant and expected results and deliverables of the assignment.

### **Introduction**

These instructions define how the Consultant should prepare and submit their proposals and should be read in conjunction with the Terms of Reference and other attached documents.

The Proposal must be divided into two parts: Technical Proposal, and Financial Proposal.

### **2.1 Technical Proposal**

The Technical Proposal must cover the following matters:

2.1.1 Background, organization, and experience of the Consultant in relation to the assignment.

A list of at least three (3) similar assignments undertaken by the Consultant during the last five (5) years must be provided. The assignments must be of a similar nature to this request.

2.1.2 Proposed technical approach and work program including:

2.1.2.1 Comments on the Terms of Reference.

2.1.2.2 The general approach proposed for carrying out the consulting services (methodology).

2.1.2.3 Work plan including the organization and time schedule of the proposed services, estimated duration of the whole assignment, and the man days/inputs of each proposed personnel.

2.1.2.4 Detailed description of the specific tasks to be assigned to each member of the proposed team.

2.1.2.5 Name, background, education, and detailed professional experience of each professional who is going to play a role in this assignment.

2.1.2.6 Arrangement for office space, transport, communication, office furniture, etc. required for undertaking the assignment successfully, if any.

## 2.2 Technical Proposal Format

In an effort towards standardizing the required elements of the Technical Proposal and to enable the technical evaluation to be comparable, Consultants are required to populate the six (6) standardized forms appended hereto as Annex 1. These forms are named as follows:

A. Technical Proposal Submission Form

B. References

C. Comments and suggestions on the Description of Services

D. Description of methodology and work plan for performing the assignment

E. Composition of the team and task(s) assignment of each team member

F. Time Schedule for Reports/Activities Delivery

## 2.3 Financial Proposal

2.3.1 The Financial Proposal must be split based on the expected deliverables, which shall at a minimum include the deliverables set out in section 3.2.3 of this RFP. Each deliverable shall be a part of the total cost of the project. The proposal should also spell out the estimated duration of each deliverable.

2.3.2 Reimbursable costs such as airfare, hotel, etc. will be allowed under this assignment. An estimate shall be provided for the same.

## 2.4 Financial Proposal Format

For ease of preparation of the financial proposal and comparable evaluation process, the following three (3) standardized forms shown in Annex 2 are required to be filled out by the bidder:

- A. Financial Proposal Submission Form
- B. Breakdown of Price per Deliverable
- C. Payment Schedule

## 2.5 Submission of Proposals

2.5.1 The Technical Proposal and Financial Proposal must be placed in two separate emails, labelled respectively:

**ES03-2024, Consultancy Services for a Review of The Bahamas Power and Light Company Limited (BPL) Fuel Charge – Technical Proposal**

**ES03-2024, Consultancy Services for a Review of The Bahamas Power and Light Company Limited (BPL) Fuel Charge – Financial Proposal**

The submission shall be emailed to **ES03-2024@urcabahamas.bs**.

2.5.2 The proposal must reach the above-mentioned address on or before 24 June 2024\_at 4:00 p.m.

2.5.3 The proposals must be written in English and should remain valid for 60 days from the date of submission.

2.5.4 At the Consultant's discretion, it is advisable that the Consultant contact URCA, per section 2.7, up to ten (10) working days before the closing date for proposals to obtain more clarification on the extent of the required service. Such clarification will be disclosed to all invited Consultants.

2.5.5 URCA welcomes any further queries which bidders may have in relation to the proposed assignment, but any delay by URCA in providing the required information will not be considered as a reason for extending the closing date of the proposals.

## 2.6 Evaluation of Proposals

The evaluation of the proposals will essentially, but not exclusively, be based on technical considerations involving the following indicative criteria:

- i. General experience of the bidder and experience in the assignments of similar nature;

- ii. Thoroughness of the approach and work plan;
- iii. Expertise of key personnel; and
- iv. Final selection will also consider the level of the financial proposal.

## **2.7 Clarifications**

Any request for clarification must be made in writing to [lfrancis@urcabahamas.bs](mailto:lfrancis@urcabahamas.bs), no later than ten (10) working days before the deadline fixed for submission of proposals.

## **2.8 Confidentiality**

- 2.8.1 The Consultant is required to disclose any potential or perceived conflict of interest within their proposal document.
- 2.8.2 The Consultant acknowledges that any information concerning the analysis, findings, and recommendations of which the Consultant, its agents or employees become aware during bidding on this RFP or providing any services under a resulting contract, shall be treated as confidential and will not be released to any other party without express written consent by URCA. The Consultant agrees to take such measures to protect such information, as it would reasonably be expected to take to protect its own confidential information.

## **2.9 Disclaimer**

URCA reserves the right to accept or reject all proposals, in whole or in part, received because of this request, and to negotiate in any manner necessary to best serve the interest of the project. Neither the lowest, nor any submission, shall necessarily be accepted and the decision of the URCA is final.

### **3 TERMS OF REFERENCE**

The Electricity Act, 2015 was passed by the Government of the Bahamas on 30 December 2015 and Amended in 2018 with the promulgation of the Electricity (Amendment) Bill, 2018 (EA). The EA has conferred powers on the Utilities Regulation and Competition Authority (URCA) to regulate the electricity sector in The Bahamas. The primary role of URCA is the regulation of the electricity sector in accordance with the goal, objectives and principles underpinning the national energy and electricity sector policies.

Additionally, one of the key functions and powers of URCA<sup>1</sup>, among others, is to review and determine that the rates and scale of charges comprising the tariff rate for electricity supply services proposed by a public electricity supplier (PES) are reasonable, reflect efficiently incurred costs and are not inconsistent with, or in contravention of, the EA. URCA has a duty to consult on matters of public significance.<sup>2</sup>and provide an opportunity for public input.

In response to the foregoing and as a logical application of its general regulatory mandate, URCA has taken the decision to perform a Consultancy Services for a Review of The Bahamas Power Light Company Limited (BPL) fuel charge. URCA is of the view that achieving cost minimizations of fuel through an efficient use of infrastructure requires also a three-stage procedure that ensures that the cost in supplying the system load is minimized. This is achieved through Unit Commitment, The Economic Dispatch, and the Operational Reserves management.

The objective is to (1) document how the BPL fuel tariff is calculated - the process followed, formula used, and the supporting documentation required, and (2) determine if the charges to customers since 2021 are in compliance with the law and regulatory frameworks.

#### **3.1 Regulatory Framework**

##### **3.1.1 Utilities Regulation and Competition Authority**

URCA is a multi-sector regulatory agency which was established in 2009 by the Utilities Regulation and Competition Authority Act (“the URCA Act”). Under the URCA Act, URCA has regulatory authority over the Electronic Communications and the Electricity Sectors. With respect to the Electricity Sector, URCA’s regulatory powers encompasses, inter alia, the dimensions of prices, renewable energy plan, economic procurement of goods and services, operational monitoring, policy recommendation, technical standards, and quality of service.

---

<sup>1</sup> Electricity Act (EA), Section 38(1a)

<sup>2</sup> EA, section 42 and 43



URCA's primary objective for the Electricity Sector is an efficient, safe, reliable, and environmentally sustainable sector that keeps prices as low as possible for consumers.

### **3.1.2 The Legislation**

The Utilities Regulation and Competition Authority Act, 2015 as amended, is the umbrella legislation which establishes the organization and sets out its functions and responsibilities in respect of the sectors it regulates. Section 4.2 of the URCA Act sets out that the functions of URCA shall be to:

*"In performance of its functions URCA shall have the power to issue all regulatory and other measures including - inter alia; -*

- (g) Issue technical rules and standards"*
- (l) to conduct market investigations and market reviews and publish information and records"*

In addition to the provisions of the URCA Act, there are sector specific legislation and instruments such as the Electricity Act and licences such as the PESL, granted to the BPL, which contain specific provisions, consistent with the principles elaborated in the URCA Act, as to the URCA's functions in the sector and/or its relationship to the service provider.

In delivering on its mandate, URCA always operates in a manner which is characterized by fairness, timeliness, efficiency, transparency, attention to detail and independence. It adopts regulatory interventions that are the least intrusive but designed to ensure a balance in the relationships among all stakeholders. As part of its modus operandi, it consults widely and assesses the impact of its proposed action on all stakeholders before issuing regulatory determinations.

All of this is underpinned by a philosophy that the regulator has a duty to operate in the public interest.

### **3.1.3 The Electricity Sector**

The Electricity Sector is comprised of several vertically integrated companies. Bahamas Power and Light Limited (BPL) accounts for roughly 80% of the total generating capacity (735 MW) on the national grid. The remaining 20% is provided by one other PESL power producer and seven Authorised Public Electricity Supplier Licence (APESL) power producers.

BPL is a subsidiary of the Bahamas Electricity Corporation (BEC). BPL provides power to more than 100,000 customers in New Providence and the Family Islands. BPL operates generation, transmission, and distribution systems throughout The Commonwealth of The Bahamas, an archipelagic nation. For more than 50 years, BPL has been committed to providing customers with safe, reliable electricity in a most cost-efficient manner. The Corporation serves approximately 85% of all electricity consumers in the nation.

BPL bills its consumers monthly. Charges consist primarily of two components; the Basic Rate (Residential, Commercial, General Service or Temporary) and the fuel rate. The units billed by BPL are measured in kilowatt hours and the Fuel Charge is a variable rate which is intended to cover all the costs associated with fuel.

BPL uses two types of fuel. Heavy Fuel Oil (HFO Bunker C or No. 6 fuel) and Automotive Diesel Oil No. 2 oil (ADO). HFO is mainly used in its low-speed diesel engines. ADO is used in the medium and highspeed diesel units and gas turbines. BPL also has other rental units in its generation mix which use propane. Propane is Liquefied Petroleum Gas (or LPG). It is transported as a liquid but used as a gas.

In January 2015, The Bahamas passed a new Electricity Act simultaneously repealing the Out Islands Electric Lighting Act. The Electricity Act was updated to clarify the roles and responsibilities of the main actors in the sector, including the government, the regulator, the utilities, and the independent power producers.

One of the electricity sector policy objectives, inter alia, set out in Section 6 of the EA is as follows:

- (1) The main goal and objective of the electricity sector policy shall be the creation of a regime for the supply of safe, least cost, reliable and environmentally sustainable electricity throughout The Bahamas.*

Section 7 provides for URCA to issue regulatory processes that are fair, objective, non-discriminatory, transparent, and that seek to implement the NEP, and the ESP.

On 1 May 2018, Bahamas Power and Light Company Limited (BPL) was issued a new licence, the Public Electricity Supplier Licence, 2016 (the Licence). The Licence has introduced several changes in the regulatory framework governing the electricity sector. One of the significant changes is contained in condition 30 of the license --Information, Audit, Inspection and Access Obligations which states that URCA may require:

- (a) an inspection and/or audit of any aspect of the business of the Licensee and the Licensee shall assist or shall procure assistance to URCA as it may reasonably require.
- (b) the Licensee or any of its Subsidiary Undertakings to provide URCA with such information, documents, accounts, returns, estimates, reports or other information required by URCA in the manner and at the times specified by URCA. URCA may use this information for, but not limited to, purposes of compiling statistics and publishing periodical reviews of the Electricity Sector, and as required or permitted by the Act or other laws or legal process;
- (c) the Licensee to notify URCA of the details of all Subsidiary Undertakings providing a Licensed Business under this License; and

- (d) the Licensee to permit a person authorized by URCA to carry out such inspection and/or audit;

As part of its reporting obligations under Condition 24.4, *inter alia*, BPL shall furnish to URCA without undue delay such information, documents and details related to the Licensed Business that have or is likely to have a significant impact its functions assigned to it by or under the PESL and the EA.

#### OBJECTIVE OF THE REVIEW

The objective is to (1) document how the BPL fuel tariff is calculated - the process followed, formula used and the supporting documentation required, and (2) determine if the charges to customers since 2021 are in compliance with the law and regulatory frameworks. The Bahamas is facing very high electricity costs, primarily driven by the high and volatile cost of fuel used. This is also compounded by the use of old and inefficient generation assets. The high price of energy has resulted in widespread outcry from customers from all rate classes.

The fuel cost for a generating unit can be attributed to its heat rate, fuel price and level of utilization plus other charges for transportation and applicable taxes and duties. The level of utilization of fuel will be significantly impacted by operating practices.

### 3.2 SCOPE OF WORK

#### 3.2.1 Overview

The Consultant shall perform a review BPL's business and business processes as it relates to its fuel charge. The Consultant shall use internationally accepted accounting procedures designed to achieve the overall objectives as stated herein.

Among other things the consultant shall.

1. Review the following documents:

- (a) National Energy Policy 2013
- (b) Utilities Regulation and Competition Authority (Amendment) Act, 2015
- (c) Electricity Act (Amendment), 2015
- (d) Electricity (Amendment) Bill, 2018
- (e) Bahamas Electricity Corporation (Amendment) Regulations, 2020
- (f) The Bahamas Power and Light Company Limited Public Electricity Supplier Licence, 2018, PESL-18-0001
- (g) Bahamas Power and Light Press Statement on Fuel Charge Amendments, 04 October 2022

- (h) All internal policies and procedures relating to documentation to the operational and management processes.
  - (i) All directives, orders, determinations, and other regulatory instruments governing the company's operations.
  - (j) Fuel Supply Agreements.
  - (k) Power Purchase Agreements.
  - (l) Power Plant Rental / Lease Agreements
  - (m) Any other relevant material related to the full operation and management of the integrated business.
2. Document how BPL determines the cost per kilowatt hour charged to customers for fuel in each rate class.
- a. The process followed: Describe in words and via a process diagram the individual steps followed. Items include, but are not limited to, Internal / external approvals, roles and responsibilities of individuals / departments, information / data gathering, information / data processing (calculations, spread sheets, etc), quality control (internal / external audits, instrument calibration, etc.), reviews (corrections, true-up adjustments), and timelines.
  - b. The formula used: summarize, using an excel spreadsheet (and actual data), the calculation used. Describe the formula in words.
  - c. The supporting documentation used: provide (1) a listing, and attach examples, of all the supporting documentation used, (2) a listing, and attach copies, of the BPL policies and procedures, and (3) tie the documents into the process outlined in (a) above.
3. Determine if the charges to customers from 01 January 2021 to 31 March 2024 complied with the law and regulatory frameworks. In the following, particular attention should be paid to the Electricity Act, 2015 (and its subsequent amendments); the Bahamas Electricity Corporation (Amendment) Regulations, 2020; the Bahamas Power and Light License, PESL-18-0001; and the URCA electricity sector tariff review framework.
- a. Advise whether BPL has complied with the law, regulations, and regulatory frameworks in the cost per kilowatt hour charged to customers for fuel in each rate class. Where it has not, describe the breach in words and quantify it in monetary terms (B\$).
  - b. For each month, provide a listing of the actual allowable recoverable fuel cost (broken down by each component, e.g. purchase price, additives, transport, etc.); the actual fuel charge billed to customers (broken down by rate class); the amount of under/over recovered for each month.
4. For each month from 01 January 2021 to 31 March 2024, provide a comparison of the fuel charges billed to customers, the revenue received, and the revenue outstanding, each broken down by rate class.

5. For each month from 01 January 2021 to 31 March 2024, provide an account of the changes in BPL's accounts used to record fuel purchases. Advise on how the funds received from customers have been applied to pay for fuel purchases. For this item, fuel purchases means all those components recoverable under fuel charge.
7. Make recommendations on how the existing process by BPL to determine, recover, and apply the revenue related to the fuel charge can be improved with due regard for international best practices.
8. Make recommendations on how URCA can monitor the process to determine, recover, and apply the revenue related to the fuel charge.

### **3.2.2 Team Composition**

The composition of the Consultant team is expected to have the following three (3) functional roles. The Consultant may indicate more or less than three persons as they desire. However, scoring will be based on the three functional areas identified. The Consultant may indicate in their bid that a particular function will be carried out by more than one person or that one person will carry out more than one function. The scoring will depend on the ability and experience of the named person(s) to carry out the specific function.

Team Leader – is the project manager with overall reporting responsibility to URCA (the Client). The team leader is charged with coordinating the activities of the rest of the team to ensure the successful completion of the project. This person will be the Client's point of contact/liaison and will be responsible for providing updates on the project's progress.

Industry Analyst # 1 – should have the relevant qualifications and experience to interpret and apply the law, regulations, codes/standards, and regulatory guidelines to assess and make appropriate conclusions on BPL's compliance with the same in keeping with the project objectives / deliverables.

Industry Analyst # 2 – should have the relevant business qualifications and experience to assess BPL's financial and operational data and practices in accordance with recognized codes/standards and to make appropriate conclusions and recommendations in compliance with the project objectives / deliverables.

### **3.2.3 Deliverables**

The consulting services shall be considered complete on delivery and acceptance of the following reports

1. An Inception Report outlining the schedule and logistics for conducting the assignment inclusive of detailed work plan, within two (2) weeks of the commencement date of the Services.

2. First Interim Report three (3) weeks after the Inception Report reflecting the initial findings and highlighting any specific issue that may materially affect the scope of the works. Allow one (1) week for URCA to return any comments after the submission of the report.
3. Second Interim Report (four (4) weeks after URCA returns its comments on the First Interim Report) on the progress of the works and findings to date. The report will include an outline for the Draft Final Report. Allow one (1) week for URCA to return any comments after the submission of the report.
4. A Draft Final Report (three (3) weeks after URCA returns its comments on the submission of the Second Interim Report) reflecting all those items described in section 3.2 Scope of Work above. The submission of the Draft Final Report shall be accompanied by a presentation of the report from the Consultant to URCA (in person, at URCA's offices). The presentation shall summarize the report and go over its sections with the intent to give URCA a good understanding for the work done, findings, conclusions and recommendations to date. Allow one (1) week for URCA to return any comments after the submission of the report.
5. **Final Report:** The Final Report, shall fully satisfy all those items described in section 3.2 Scope of Work above. It shall address all of URCA's comments resulting from its review of the Draft Final Report. The Final Report shall be submitted not later than two (2) weeks after receipt of such comments on the Draft Final Report.

#### **3.2.3.1 Report Submission**

All reports are to be submitted to URCA as follows:

1. One original and two (2) copies in hard copy.
2. One .pdf electronic copy by email to the URCA project lead.
3. In addition to items, 1 and 2, the Draft Final Report shall be provided in Microsoft Word format by email to the URCA project lead.

#### **3.2.4 Payment**

Invoices for stage payments made by URCA based on the above deliverables shall be issued following URCA's certification of the relevant deliverable, which shall be issued by email from the URCA project lead and shall not unreasonably be withheld and shall be payable within no less than fourteen (14) days after receipt of invoice by URCA.

### 3.3 EVALUATION OF PROPOSALS

The technical proposal will be scored as follows: Points

(i) Experience of the consulting firm related to the assignment	
• Experience in Power sector and Electricity regulation	5
• Experience in the Caribbean region	5
(ii) Adequacy of the proposed work plan and methodology in responding to the Term of Reference (TOR)	
• Technical Approach and Methodology	15
• Work Plan	10
• Organization and Staffing	10
(iii) Qualifications and competence of the key staff for the assignment	
• Team Leader	25
• Other team members	30
<b>Total Points:</b>	<b>100</b>

*The points to be given under each evaluation sub-criteria for Qualifications and competence of key staff are:*

<i>(i) General Qualifications</i>	<i>30</i>
<i>(ii) Adequacy for the project/Technical experience</i>	<i>50</i>
<i>(iii) Experience in region &amp; language</i>	<i>20</i>
<b>Total Points</b>	<b>100</b>

The Consultants will be judged according to their knowledge and expertise in the regulation the design, procurement, and implementation of generation infrastructure projects, including all required technical, legal and financial support. Regional expertise of consultant key staff in the Caribbean and Island States will be valued.

**The technical score (S<sub>t</sub>) of each Bidding Consultant will be computed using the methodology outlined above.**

**The financial score (S<sub>f</sub>) of each consultant will be computed using the formula**

$$S_f = \frac{[(\text{Lowest Price})/(\text{Bidders Price})] \times 100}{1}$$

**Proposals will be ranked according to their combined score (S<sub>c</sub>) which shall be computed as follows:**

$$S_c = (S_t \times 70\%) + (S_f \times 30\%)$$

**The firm achieving the highest combined technical and financial score will be invited for negotiations.**

Where  $S_i$  is technical score for each proposal



### **3.4 PROJECT SCHEDULE**

It is anticipated that the services will be completed within a period not exceeding five (5) months following the award of the contract.

### **3.5 MISCELLANEOUS**

#### **3.5.1 General**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Consultants, whether verbally or in documentary or any other form by or on behalf of URCA or any of their employees or advisers, is provided to Consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by URCA to the prospective Consultants or any other person.

#### **3.5.2 Disclaimer**

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. URCA accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Consultant upon the statements contained in this RFP. The issue of this RFP does not imply that URCA is bound to select a Consultant or to appoint the selected Consultant, as the case may be, for the Consultancy and URCA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

#### **3.5.3 Amendments**

URCA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

#### **3.5.4 Costs**

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by URCA, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Consultant and URCA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Consultant in

preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

ANNEX 1: **TECHNICAL PROPOSAL SUBMISSION FORMS**

**A. TECHNICAL PROPOSAL SUBMISSION FORM**

Date: \_\_\_\_\_

**General Counsel**

**Utilities Regulation & Competition Authority**

Frederick Street, Frederick House,

P.O. Box N-4860 Nassau Bahamas

Tel: 2423930234

Email: ES03-2024@urcabahamas.bs

Attention: **ES03-2024 -Consultancy Services for Review of The Bahamas Power and Light Company Limited (BPL) Fuel Charge**

Dear Sir,

We, the undersigned, offer to provide the consulting services in connection with the **Consultancy Services for a Review of The Bahamas Power and Light Company Limited (BPL) Fuel Charge** in accordance with your Request for Proposal dated 20 May 2024 (the "RFP") and our proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under separate envelopes.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Sincerely,

Authorized Signatory : \_\_\_\_\_ (supported by Power of Attorney / Justice of the Peace)

Name and Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_

## **B. CONSULTANT'S ORGANIZATION AND EXPERIENCE**

### **Consultant's Organisation**

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

### Consultant's Experience

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each Assignment.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided:
Name of Client:		No of Staff:
Address:		No of Staff – Weeks; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services:
Name of Associated Consultants, If Any:		No of Weeks of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		

Bidder's Name: \_\_\_\_\_

### C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE DESCRIPTION OF SERVICES AND TERMS OF REFERENCE (TOR).

**On the Description of Services:**

1.

- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

**On the TOR:**

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

**D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided

into the following three chapters:

- a) Technical Approach and Methodology,  
a) Work Plan, and  
b) Organization and Staffing
- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule proposed
- c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

**E. TEAM COMPOSITION AND TASK ASSIGNMENTS**

Name	Relevant Experience	Task/Function	Position

**F. TIME SCHEDULE FOR REPORTS/ACTIVITIES DELIVERY**

[Provide a project schedule. Preferably in Gantt chart format.]

ANNEX 2: **FINANCIAL PROPOSAL AND SUBMISSION FORMS**



**A. FINANCIAL PROPOSAL SUBMISSION FORM**

Date: \_\_\_\_\_

**General Counsel**

**Utilities Regulation & Competition Authority**

Frederick Street, Frederick House,

P.O. Box N-4860 Nassau Bahamas

Tel: 2423930234

Email: ES03-2024@urcabahamas.bs

Dear Sir

We, the undersigned, offer to provide:

**Consultancy Services for a Review of The Bahamas Power and Light Company Limited (BPL) Fuel Charge**

Our attached Financial Proposal is for the sum of

\_\_\_\_\_ (\$ )

This amount is final.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Sincerely,

Authorized Signatory : \_\_\_\_\_

(supported by Power of Attorney / Justice of the Peace)

Name and Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_

**B. CONSULTANT TO PROVIDE BREAKDOWN OF COST PER DELIVERABLE AND /OR TOTAL COST BY ITEM WITH DETAILS DESCRIPTION**

ITEM	DETAILS	COST
SUB-TOTAL COST US (\$)		
TOTAL AMOUNT FOR FINANCIAL PROPOSAL US (\$)		

**C. PAYMENT SCHEDULE**

[Provide a schedule for contract payments that links the payment terms to key milestones and deliverables in the project.]

Payment Number	Payment Milestone	Estimated Delivery Date	Payment Amount	Percentage of contract paid	Cumulative percentage paid