

UTILITIES REGULATION AND COMPETITION AUTHORITY

INSTRUCTIONS TO BIDDERS

1. Introduction

The Utilities Regulation and Competition Authority (URCA) is the independent regulatory authority with responsibility for the Electronic Communications Sector (ECS), the Electricity Sector (ES) and the Natural Gas Sector (NGS) in The Bahamas. The ECS includes fixed and mobile telephone services, spectrum and numbering, broadcasting (including pay television), and Internet services. As the regulator of the ES, URCA's jurisdiction extends to all entities involved in generating, transmitting, distributing, or supplying electricity to, from, or within The Bahamas.

URCA's offices are situated at Frederick House, Frederick Street, Nassau, Bahamas. The generator and transfer switch at those offices are past their useful life and will be replaced by URCA.

2. Description of Services

URCA requires the supply, installation and commissioning of a new 300 kW emergency diesel generator and associated transfer switch and removal and disposal of the old generator and transfer switch as described in "Appendix A – Specifications" attached (the "Services").

3. Scope of Services

The Generator Supply Firm (invited Bidder) shall supply and install one emergency diesel generator at Frederick House, Frederick Street, Nassau, Bahamas in accordance with the Scope of Services is as outlined in Appendix "A" – Specifications attached.

Additionally, the Bidder shall be presumed to have taken note of any special difficulties and/or safety precautions associated with the Services and the site or access to the site, including but not limited to:

- The need to or potential need to divert traffic while placing the generator into position, and the additional need associated therewith to ensure that traffic diversion is minimized by working during off-peak traffic hours.
- The need or potential need to contact the electric utility to disconnect supplies to the building while the generator is being replaced
- The need or potential need to carry out the work during non-working hours so as to not disrupt the work of the URCA.

The Services shall be carried out in accordance with these Tender Documents which comprise of the following:

- 1) Specifications (Appendix "A");
- 2) Terms and Conditions (Appendix "B");
- 3) Form of Tender (Appendix "C");
- 4) Company Information Form (Appendix "D")
- 5) Any and all drawings, plans, photos; and
- 6) Any additional information provided to all tenderers.

The Bidder shall include in his Bid all expenses and taxes (***inclusive of VAT if applicable***) in connection with the Services. Bidders shall show the total price (***inclusive of VAT if applicable***) to cover the whole of the Services from start to finish.

4. **Preparation of Tender**

Prospective bidders shall review and examine all Tender Documents, and at their own expense, visit, and inspect the Site of Works and obtain for themselves at their own expense and responsibility, all information that may be necessary for preparing and submitting a Tender (bid/proposal) and entering into a contract.

Proposals should be prepared providing a straight-forward, concise description of the Respondent's ability to meet the requirements of this RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Proposal.

Proposals must be submitted on "Proposal Forms" provided with each blank properly filled in. Each section and sub-section of each item must be marked clearly as to it meeting the Authority's specifications completely or not. Any deviation from the specification must be fully described, in detail on the Explanation Worksheet section of Proposal form. Forms that are not fully completed may disqualify the Proposal.

Any inquiries concerning this Invitation to Tender shall be referred to:

Facilities Department
Utilities Regulation and Competition Authority
Telephone No. 396-5200
Email: jelliott@urcabahamas.bs

The Bidders shall treat the details of the Contract Document as private and confidential.

URCA shall not be responsible for nor pay any expenses or losses, which may be incurred by the Bidder in the preparation of the Tender.

URCA reserves the right to reject any all tenders submitted, to annul the bidding process and reject all bids prior to the award of contract, without incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders the reason for URCA's action.

5. Dispatch of Tenders

The Tenders shall be delivered to the URCA's offices situated at Frederick House, Frederick Street, Nassau, Bahamas to arrive not later than 3:00 p.m. on the closing date.

Completed Tenders shall be submitted using the Tender Documents provided.

The Tenders and all supporting documents shall be enclosed in a sealed envelope **bearing no indication of the identity of the Bidder**. Tenders must be addressed as follows:

The CEO
Utilities Regulation and Competition Authority
P. O. Box N-4880
Nassau, Bahamas

The Tender of the Bidder which does not conform to the foregoing instructions may not be considered.

URCA reserves the right to reject any or all Tenders if there is reason to believe collusion exists among the Bidders and/or with any individual or company doing business with or is affiliated with URCA . Tenders will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, back-dating, any other suspicious condition or irregularities of any kind whatsoever.

URCA reserves the right to reject any or all Tenders and waive such technical errors as may be deemed best for the interest of URCA . URCA is not bound to accept the lowest or any Tenders received, nor bound to assign any reason or reasons for the non-acceptance of any Tender.

URCA reserves the right to award the whole or part(s) thereof to any other Bidder as may be necessary.

UTILITIES REGULATION AND COMPETITION AUTHORITY
GENERATOR AND TRANSFER SWITCH REPLACEMENT

APPENDIX "A" - Specifications

SCOPE OF WORK

URCA's existing emergency standby generator at Frederick House Frederick Street has reached the end of its useful life, and requires replacement.

The generator provides emergency power to two adjacent buildings Frederick House and Maritime House located on Frederick Street, Nassau, Bahamas.

Electric power service is 120 volts, 3-phase, 60 hertz. The existing emergency standby power system consists of a 400 kW diesel generator, a 1200 amp automatic transfer switch (ATS) and generator termination box.

Warranty

URCA requires that the contractor provide a limited one-year warranty against defects in the generator and the automatic switch.

The following works shall be performed by the successful contractor:

Existing Plinth

Examine existing plinth and ensure suitability to receive new generator

Generator

- Disconnect cabling and remove existing 400 kW generator and store offsite at the contractor's premises (contractor to make offer to URCA with respect to a credit for the old generator)
- Provide/Supply and Install new 400 kilowatt (kW) generator and re-install cabling to the generator.
- Re-install piping and control wiring to new generator
- Commission new generator to ensure correct operation upon failure of the electricity grid.
- Provide all operating and maintenance manuals to URCA.

Generator Specifications

Power Ratings:

- **Standby Power (ESP):** 400kW / 500kVA
- **Prime Power (PRP):** 364kW / 455kVA
- **Continuous kW:** *Contractor to specify whether this differs from Prime power rating.*

Voltage and Frequency:

- **Voltage:** 120/208V .
- **Frequency:** Standard 60 Hz.

Amperage:

- **Amps:** 1200 Amps at 208V 3P.

Fuel Consumption:

- **Fuel Type:** Diesel.
- **Fuel Consumption (at 100% load):** Contractor to Specify.(gallons US/hr)
- **Fuel Consumption (at 75% load)** Contractor to Specify. .(gallons US/hr)
- **Fuel Consumption (at 50% load)** Contractor to Specify. .(gallons US/hr)
- **Fuel Consumption (at 25% load)** Contractor to Specify). .(gallons US/hr)
- **Fuel Consumption (at full load)** Contractor to Specify .(gallons US/hr)

Other Specifications:

- **Duty Cycle:** Standby power.
- **Engine type:** Contractor to specify
- **Dimensions and Weight:** Height length and width are NOT to exceed the dimensions of the existing generator. (contractor to specify). Consideration to be given to limitation imposed by the existing elevated platform and the limits of the access requirements thereto.
- **Sound Levels:** Internal-mounted critical silencers to reduce noise levels, to 20 dB(A).
- **Controller Type:** Digital controllers with programmable limits, fault history, and data logging.
- **Enclosure:** Enclosed: aluminum enclosures

Important Considerations:

- **Fuel Storage:**
Contractor to ensure sufficient fuel storage capacity to meet the generator's operating needs.
- **Maintenance:**
Contractor to provide as an option, routine maintenance and testing contract for the first three years operation of the generator.

Automatic Transfer Switch

- Disconnect cabling and remove existing transfer switch and discard in an environmentally sensitive manner.
- Provide/Supply and Install new 600 Amp Automatic Transfer Switch (ATS) and re-install cabling to the transfer switch.

Automatic Transfer Switch Specifications

1. Voltage and Phase Rating:

- **120/208V:**

The transfer switch must be rated for this voltage, ensuring compatibility with the generator's output.

- **3-Phase:**

The switch should be a 3-phase unit.

2. Current Rating:

- **600A:** The transfer switch needs to be rated for at least 600 amps to handle the full load from the generator.

3. Transition Type:

- **Open Transition:** The switch will transition from generator to grid via an open transition method (break before make - allows the switch to open the circuit to the primary power source before connecting to the generator power source).

4. Enclosure Type:

- **NEMA 3R:** The ATS will be outdoors so NEMA 3R is requirement for the ATS..

5. Additional Considerations:

- **Neutral Bar:** The transfer switch should have a neutral bar rated for full current.
- **Arc Interruption:** Arc interruption mechanisms to be provided for safety.
- **Control System:** The transfer switch shall integrate with the generator's controller for proper timing and sensing.
- **Installation:** Contractor is to provide as an option a disconnect for overload protection.

Cabling

The contractor is to megger test all existing cables to ensure their suitability for continued use.

Pipe and Storage Tank

Contractor to examine existing storage tank and include in his bid any proposed upgrades necessary to ensure the compatibility of the storage tank with the requirements for fuel by the generator. URCA requires that the onboard tank and external storage tank provide 7 days of continuous operation of the generator.

Approach and Methodology

The contractor is to provide a brief methodology describing how he intends to deal with the following issues which may arise (among others):

- Sequencing of ATS and generator installation
- Minimizing out of service duration of generator and ATS
- Traffic management during installation process
- Generator installation and safe handling during lifting into place
- Any other factor which the contractor deems necessary to consider during the installation process.

UTILITIES REGULATION AND COMPETITION AUTHORITY**REPLACE GENERATOR AND TRANSFER SWITCH****APPENDIX "B" - 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) **"URCA "** - 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 URCA and include the Contractor 's Representatives; successors and permitted assigns;
- (c) **"The Contract Price"** – shall mean the amount to be paid by URCA (***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 URCA 's place of business or work site identified in the Specifications for the purposes of this contract.
- (e) **"The Services"** - shall mean supply and installation of a REPLACE GENERATOR AND TRANSFER SWITCH 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 URCA and the Contractor .
- (g) **"Commencement Date"** – shall mean the date the Services are scheduled to begin, as agreed between URCA and the Contractor .

- (h) **“Contract Date”** – shall mean the date the Agreement is executed by URCA and the Contractor
- (i) **“Completion Date”** – shall mean the date that the Services are scheduled to be completed, as agreed between URCA and the Contractor .
- (j) **“Expiry Date”** – shall mean the date that the Contract between URCA 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 Friday 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 URCA 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 URCA 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 URCA and the Contractor collectively.
- (q) **“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.

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 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**

The term of this Contract Agreement is for 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 URCA in accordance with this Contract to the reasonable satisfaction of URCA .
- (2) The Contractor shall perform the Services in accordance with these Terms and Conditions, URCA’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) URCA 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 URCA .

- (4) Any adjustments or changes to the services shall not be made without the prior written approval of URCA .

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. URCA 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 URCA shall in no way relieve the Contractor of its obligations in performance of the Services.

7. **REPORTS**

If required, the Contractor shall provide to URCA 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 URCA 's Representative in relation to the scope, size and period of time of the contract.

The contractor is to **provide all operating and maintenance manuals, keys and other accessories**, provided by the manufacturer with the equipment being installed, to URCA at the conclusion of the installation works.

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, on such days and at such times stipulated by URCA 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 URCA 's designated Representative to accommodate URCA 's operations and to facilitate proper execution and completion of the Services to the reasonable satisfaction of URCA . URCA '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 URCA .

11. **SAFETY**

- (1) The Contractor , (and his employees and agents) shall strictly observe and comply with all safety requirements referenced in URCA '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 URCA '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.
- (3) The Contractor's attention is drawn to the access requirements for the generator and he is to take special note thereof.

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 by persons employed in the contract who are on or about URCA 's premises or any work-sites **will at no time be tolerated by URCA.**

The contractor is further reminded that URCA is a non-smoking site and tobacco products are not to be consumed on the premises.

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 URCA . **This shall include persons who are currently employed with URCA , irrespective of their designation as technical or clerical.**

3. URCA 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 URCA :-
 - (1) Misconducts himself;
 - (2) Whose employment is considered illegal, or otherwise undesirable; or
 - (3) Is incapable of being employed by virtue of that person being engaged under a contract of employment with URCA at the time of execution of the contract and who has not obtained the prior written consent of URCA to be otherwise employed upon the premises and such person shall not be again employed upon the Services without the written permission of URCA.
 - (4) Fails to comply with the requirements of any clause of this contract.
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 URCA .

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 URCA to the Contractor on acceptance of the award of contract shall (where applicable) be deducted from the first payment to be made by URCA 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 URCA .
3. The Contractor shall be paid by URCA 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 URCA .

5. Any additional costs to be incurred by the Contractor on behalf of URCA shall be with the prior written approval of URCA and not due to any act or default of the Contractor in carrying out the Services to URCA .
6. Any additional work required under this contract shall have been agreed in advance by URCA '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 URCA 's Representative.

14. **RETENTION**

- (1) Ten percent (10%) of the Contract Price shall be held by URCA as retention money for a period of 60 days after the completion date . The release of retention shall be subject to a final inspection and approval of the Services to the reasonable satisfaction of URCA .
- (2) The Contractor shall be required to rectify any deficiencies in the Services noted by URCA 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 URCA shall, without prejudice to URCA '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 Ten percent (10%). Once the maximum is reached URCA may consider termination of the Contract.

The Contractor further consents and agrees that URCA 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 URCA , 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 URCA , 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 URCA .
- (3) The Contractor shall provide URCA 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 URCA , 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 URCA , its employees, or agents.
- (2) URCA 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) URCA 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 URCA ;
 - (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 URCA or is guilty of any misconduct or commits any act which in the opinion of URCA is likely to bring URCA 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 URCA , 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 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 URCA 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 e-mailed as follows:

AUTHORITY’S REPRESENTATIVE:

Utilities Regulation and Competition Authority

.....

.....
 P. O. Box N-4880
 Nassau, Bahamas
 Tel. No. 1-242-396-5200.....
 E-mail: jelliott@urcabahamas.bs

CONTRACTOR 'S REPRESENTATIVE

.....
 P. O. Box
 Nassau, Bahamas
 Tel. No.
 Fax No.
 E-Mail: _____

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 e-mail to the correct e-mail of the addressee.

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 URCA '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 URCA '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 URCA '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, invasion, hostilities (whether war is declared or not) terrorist threats or acts, riot or other civil unrest.
- (d) government order or law
- (e) actions, embargoes or blockades in effect on or after the date of this Agreement
- (f) epidemic, pandemic or similar influenza or bacterial infection or other human influenza or infection that may cause global outbreak, or pandemic, or serious illness.
- (g) 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 URCA , including costs and expenses.

25. **WARRANTY**

The Contractor is required to give URCA a one (1) year warranty by which the Contractor guarantees the integrity and reliability of the Services. The Contractor agrees to pay for and make good any and 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 URCA .

27. **CONFIDENTIALITY**

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

(2) This duty of confidentiality must be observed by the Contractor during the contract term with URCA 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.

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UTILITIES REGULATION AND COMPETITION AUTHORITY
REPLACEMENT GENERATOR AND TRANSFER SWITCH

APPENDIX "C" - 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 Generator and Transfer Switch

Item	Description	Itemized Cost \$B	Sub Total	Notes
1	Supply New Generator			
2	Labor to Install new Generator			
3	Supply new Transfer Switch			
4	Labor to Install new transfer Switch			
5	Cost to megger existing cables			
6	Cost to Remove Existing Generator			
7	Cost to dispose of transfer switch			
8	Cost for two year generator Service			
9	Credit to URCA for existing Generator		()	
10		VAT (if applicable)		
11		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.

SEGREGATION OF PRICE COMPONENTS

(1) Labour B\$ _____

(2) Equipment 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 URCA 's order to commence.
5. We undertake to complete the whole of the Works 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 URCA 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 URCA who is involved in or has any or a vested interest in the Company/Business of the Bidder.**
8. We understand that URCA 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 URCA) 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 URCA .

Dated this _____ day of _____, 2025

SIGNATURE:

(person duly authorised to sign)

NAME & POSITION:

NAME OF BUSINESS/COMPANY

ADDRESS & TEL. NUMBER:

WITNESS:

(Name of Witness)

(Signature of Witness)

UTILITIES REGULATION AND COMPETITION AUTHORITY

REPLACE GENERATOR AND TRANSFER SWITCH

APPENDIX D: FORM OF AGREEMENT

COMMONWEALTH OF THE BAHAMAS

New Providence

THIS CONTRACT is made the _____ day of _____ A.D. 2025 BETWEEN **UTILITIES REGULATION AND COMPETITION AUTHORITY (URCA)** a Statutory Authority 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 _____ of The **Commonwealth of The Bahamas**.

WHEREAS

1. URCA is desirous for the supply and installation of equipment as described and outlined in the Specifications set out in Appendix “A” attached (“The SERVICES”).
2. URCA has accepted a proposal submitted by the CONTRACTOR for the execution and completion of such SERVICES.
3. URCA has awarded the contract for the SERVICES to the CONTRACTOR for the amounts stated in the Contractor’s proposal to be paid by URCA to the CONTRACTOR for the SERVICES as agreed (the “Contract Price”).
4. The following documents shall form a part of this Contract:
 - a) Contractor’s Bid;
 - b) Specifications (description of the Services) - Appendix “A”
 - c) Terms and Conditions – Appendix “B”
 - d) Bidding Documents (if applicable)
 - e) Correspondence between URCA and the Contractor & Minutes of Meetings (if applicable);
 - f) The Letter of Award and Acceptance;
 - g) Contractor’s Bond (if applicable)

- 5. In consideration of the Contract Price the CONTRACTOR hereby covenants with URCA to execute and perform the SERVICES in conformity and in all respects with the Terms and Conditions of the Contract.
- 6. URCA 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 URCA the day hereinbefore written:

Chief Executive Officer

In the presence of:

General Counsel

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

Contractor

In the presence of:

Witness

UTILITIES REGULATION AND COMPETITION AUTHORITY

CADASTRAL SURVEY

APPENDIX "E" - Company Information Form

1. Name of Company _____

• Address: _____

• Business telephone _____ Fax No. _____

2. Principle(s) of the Company _____

3. **State Tax Identity No.** *(for the purpose of Value Added Tax)*

OR

My company is exempt from the payment of VAT

4. Is the Company Registered? Yes No

If NO,

state Trade Name: _____

If YES,

a) state Incorporation Date: _____

b) state Registered Office: _____

c) attach Certificate of Good Standing

d) affix Company Seal:

5. Is Business License Valid? Yes No

Date of Business License: _____

(Provide copy of Business License valid for at least six months)

6. Number of persons employed by the Company:



- (1) Bahamian _____
- (2) Non-Bahamian with Valid Work Permits _____

7. Client References (include location and contact person):

- (1) company _____ contact _____
- (2) company _____ contact _____
- (3) company _____ contact _____

8. Provide certified copies of original documents defining the legal status of the Bidder including confirmation from the company of the authority of the signatory of the Bid to commit the Bidder.

9. **We hereby confirm that the Bidder is not associated nor has been associated in the past, directly or indirectly, with any person(s) in URCA or any other entity having prepared the Specifications or any other bidding documents in connection with this project.**

10. **We further confirm that there is no person(s) in URCA who is involved in or has any or a vested interest in the Company/Business of the Bidder.**

11. We hereby authorize the Utilities Regulation and Competition Authority to investigate the information _____ and/or references herein contained.

I, _____ of _____
(President or Secretary) (Company)

hereby certify that the above information is correct and true.

Dated this _____ day of _____

Sworn this _____ day of _____ 2025)
at Nassau, Bahamas)

BEFORE ME,

NOTARY PUBLIC



UTILITIES REGULATION AND COMPETITION AUTHORITY

REPLACE GENERATOR AND TRANSFER SWITCH

APPENDIX F: METHOD OF EVALUATION

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:

Time to Commence	5%
Time to Complete	5%
Firm Experience	10%
Approach and Methodology	20%
Commercial proposal, including price and all terms and conditions	60%
TOTAL	100%

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.