

UTILITIES REGULATION AND COMPETITION AUTHORITY

ELECTRICAL PANEL REPLACEMENT

FREDERICK HOUSE, FREDERICK STREET,

New Providence, Bahamas

General Instructions

1. **Description of Services**

The Utilities Regulation and Competition Authority (“URCA”) is seeking a qualified Electrical Contractor to replace a temporary 40-circuit electrical panel (load centre) with a permanent one.

2. **Scope of Services**

The scope of services is outlined in Appendix “A” – Specifications (see attached). Additionally, the Bidder shall take note of any special difficulties and/or safety precautions associated with the site, access to the site and provision of the Services.

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

- Specifications (Appendix “A”);
- Terms and Conditions (Appendix “B”);
- Form of Tender (Appendix “C”);
- Company Information Form (Appendix “D”)
- All drawings, plans, photos, and
- Any additional information provided to all tenderers.

The Bidder shall include all expenses and taxes (including VAT if applicable) in connection with the Services in the Bid. Bidders shall provide the total price (including VAT, if applicable) to cover all services from start to finish. Bidder’s attention is drawn to the fixed lump sum nature of the work.

UTILITIES REGULATION AND COMPETITION AUTHORITY
ELECTRICAL PANEL REPLACEMENT
FREDERICK HOUSE FREDERICK STREET, New Providence, Bahamas

APPENDIX "A" - Specifications

SCOPE OF SERVICES

The Utilities Regulation and Competition Authority (URCA) is seeking a qualified Electrical Contractor to replace a temporary 40-circuit electrical panel (load centre) with a permanent one.

The Electrical Contractor shall be fully responsible for the quality and completion of the work. The Contractor shall not commence any portion of the works until satisfied that the entire scope can be executed safely and successfully. The scope of services shall include preparatory and electrical work.

The preparatory work shall include:

1. Site Safety and Pre-Work Verification
 - (a) Isolate and de-energise electrical circuits to ensure a safe working environment.
 - (b) Verify all circuits to be made safe and confirm that live circuits are properly capped using wire nuts.
 - (c) Record the operational status of all breakers (on/off) before disconnection and switch them off where possible.
2. Adjust Existing Opening to accommodate new load center (breaker panel)
 - (a) Contractor shall include in his quotation the cost necessary to perform civil works necessary to accommodate the new breaker.
 - (b) The contractor is reminded that the work is being carried out in an occupied work space and shall plan the work to occur without interruption to the normal work of the URCA staff. (which may include evenings and weekend work)
3. Breaker and Panel Preparation

- (a) Identify and document the electrical loads controlled by each breaker.
 - (b) Label all wiring and cabling for accurate reconnection to the new panel.
 - (c) Disconnect all cables and breakers from the existing (temporary) electrical panel.
 - (d) Remove the existing breakers and panel, along with any temporary supports that may be in place.
4. Installation of New Electrical Panel
- (a) Modify or prepare conduits as required to accommodate the new panel.
 - (b) Install a new electrical panel and breakers from an approved manufacturer, ensuring a minimum of two (2) spare breakers are included.
 - (c) Replace temporary supports with permanent ones as necessary.
5. Circuit Restoration and Labelling
- (a) Test all circuits to verify they can be safely energised.
 - (b) Re-energise circuits once testing is completed.
 - (c) Label all circuits and breakers using industry-recognised naming conventions.
 - (d) Affix a directory card to the inside of the panel door indicating the function of each breaker.
6. Documentation and Handover
- (a) Prepare a comprehensive as-built drawing that shows the breaker positions and the corresponding loads each serves.
 - (b) Deliver the removed temporary panel to URCA for future use, or provide a credit as outlined in the Form of Tender.
7. Site Clean-Up and Communication Panel Removal
- (a) Remove and dispose of all debris, temporary equipment, and excess materials in an environmentally responsible manner. No materials are to be left on-site or placed in URCA's bins or receptacles.
 - (b) Remove the existing electrical panel and either deliver it to URCA or offer a credit for the panel. Cap and preserve existing conduits for future use.
8. Reference to Specifications
- (a) Ensure all works conform to the requirements detailed in Appendix D – Specifications for the Electrical Load Centre.

Electrical work shall include:

1. Quality Assurance
 - (a) The Electrical Contractor shall furnish all labour, materials, tools, and equipment necessary for the electrical panel replacement work.
 - (b) 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

- (c) All work is to be done skillfully by skilled workers and carried out in such a way as to minimise any inconvenience to the occupants and tenants. The Electrical Contractor shall maintain a full workforce 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 are fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facilities. Skilled workers will be thoroughly trained and experienced in their respective trades. They will be thoroughly familiar with the specification requirements and methods for performing work properly in accordance with this specification.
- (d) The Electrical Contractor, once beginning the project, will continually and swiftly proceed with its vigorous pursuit until it is finished.
- (e) The Electrical Contractor will not subcontract any of their work. Suppose the Electrical Contractor proposes to subcontract any work. In that case, the Electrical Contractor shall submit a complete list of any work proposed to subcontractors and proposed subcontractors, along with all licenses and proofs of insurance for each. The Owner(s) or an authorised representative, prior to the execution of the Contract, shall review the list. The Owner(s) reserves the right to reject any proposed subcontractor.
- (f) 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.

2. Liaison

- (a) URCA's Representative and the Electrical Contractor shall transmit all information pertaining to the job. They shall not permit unauthorised interference from occupants of the owner's Property or the Electrical Contractor's employees.

3. Location of the Work

- (a) The panel to be replaced is located in the First Floor of Frederick House, Frederick Street, Nassau, New Providence, Bahamas.
- (b) The First floor is accessed via a circular stairway on the norther side of the building and via an elevator located on the southern side of the building..

4. Identification and labelling

- (a) 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.

5. Testing and Commissioning

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

6. Permits and Approvals

- (a) The Electrical Contractor is required to obtain all permits and approvals necessary to perform the work, including inspections on completion of the work.

7. Labelling and Operating Instructions

- (a) The Electrical contractor shall:
 - i. Ensure that each breaker is properly labelled, describing the circuit that it is protecting.
 - ii. Ensure that there is, in addition to the individual labels, a fixed label on the door of the panel describing each breaker and the circuit that it is protecting.

8. Guarantee

The Electrical contractor shall guarantee the operation of the breaker panel for a period of six (6) months. A deduction equal to 5% of the overall contract cost shall be withheld as a surety against the guarantee and retained for a period of 3 months.

9. Product Handling

- (a) The electrical contractor shall be responsible for keeping stocks of material and equipment stored on the premises neat and orderly.
- (b) The contractor shall ensure that the premises are left in a clean and orderly condition on completion of the work. No debris or excess material associated with the work is to be left on the premises.
- (c) Taper edges of remaining coatings to a smooth transition between levels using the specified patching materials.
- (d) Prime patching material with the specified material.
- (e) Surfaces that cannot be properly prepared without damage to the surface shall be brought to the attention of URCA or their agent immediately upon discovery.

10. Quality of Equipment

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

11. Methodology

The electrical contractor shall provide a brief statement describing the methodology to be used to replace the electrical panel. The methodology shall include the following information.

- (a) Equipment to be used
- (b) Disconnection and reconnection process
- (c) How the 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

UTILITIES REGULATION AND COMPETITION AUTHORITY**ELECTRICAL PANEL REPLACEMENT****FREDERICK HOUSE FREDERICK STREET, New Providence, Bahamas**APPENDIX "B" - Terms and Conditions1. **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 Personal 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 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 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 URCA and the Contractor execute the Agreement
- (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 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 URCA other than the 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 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.
- (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 URCA 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 URCA upon satisfactory completion of the services by the contractor.

2. **INTERPRETATION**

- (a) Words importing the singular only shall also include the plural, and the masculine also includes the feminine and vice versa, where the context requires.
- (b) 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**

The term of this Contract Agreement will continue from the Commencement Date. It 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**

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

6. **QUALITY OF WORK**

- (a) 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.

- (b) URCA shall be allowed to inspect the equipment, materials, supplies and tools from time to time to ensure compliance.
- (c) 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 URCA with reports on the Services rendered or outstanding, including commentary on the resolution of any issues raised during the contract period. URCA's Representative will determine the frequency of such reports in relation to the scope, size and period 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 URCA 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 URCA's reasonable satisfaction. 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 upon by URCA.

11. **SAFETY**

- (a) 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

- (b) 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**

- (a) 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.
- (b) URCA will at no time tolerate 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.
- (c) The Contractor shall not employ for 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.**
- (d) 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:-
 - i. misconduct himself;
 - ii. Whose employment is considered illegal, or otherwise undesirable; or
 - iii. 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. 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. The Contractor, his employees and agents shall be required to wear or carry proper identification while on the premises. They shall be required to produce such identification upon request by URCA.

13. **TERMS OF PAYMENT**

- a. The Services shall be invoiced monthly as such services are rendered, or as otherwise agreed by the parties.
- b. The full amount of any mobilisation payment made by URCA to the Contractor on acceptance of the award of contract shall be deducted from the first payment to be made by URCA to the Contractor. Any subsequent payment to be made to the Contractor, if necessary, until URCA has received the full amount of such mobilisation payment.
- c. 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.
- d. 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.
- e. The Contractor shall inform URCA in writing of the name of the person authorised to collect payments from URCA on behalf of the Contractor (the “**Authorised Person**”), if such person is not the Contractor’s Representative named in Clause 20 (Notices/Communication).
 - i. When payments are collected, such Authorised Person acting on the Contractor’s behalf shall be required to produce:
 - ii. an original letter of authorisation signed by the Contractor, bearing the Contractor’s stamp and/or seal, and which letter names the Authorised Person; and
 - iii. A valid picture is required to identify the Authorised Person.

- iv. No payments shall be released to a person who claims to be an Authorised Person without a letter of authorisation and valid picture identification as stipulated herein.
- f. 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.
- g. 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. Such additional charges shall be costs previously approved by URCA's representative.

14. **RETENTION**

- (a) URCA shall hold five per cent (5%) of the Contract Price as retention money for 30 days after issuance of the Taking-Over Certificate by URCA. The release of retention shall be subject to a final inspection and approval of the Services to the reasonable satisfaction of URCA.
- (b) The Contractor shall be required to rectify any deficiencies in the works 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 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 Five percent (5%). Once the maximum is reached, URCA may consider terminating the Contract.

The Contractor further consents and agrees that URCA shall have the right to deduct the sum from any monies in its hands 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) An approved insurer shall effect such insurance in terms agreed upon by URCA.
- (3) The policy or policies of the insurance shall be endorsed, indemnifying URCA in the event of any claim being made upon URCA as principal and arising out of the performance of the Contract by the Contractor.
- (4) 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 in accordance with clause 20(iii).

19. **INDEMNITY**

- (a) 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.

- (b) 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 in such a way that the Contractor cannot complete the Services 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 the other Fourteen (14) days' notice in writing. In such an event, the Contractor shall not be entitled to be paid the full Contract Price nor any other amount by way of compensation, damages or otherwise. 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 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 URCA a portion of the Contract Price prorated 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, followed by a facsimile as follows:

URCA'S REPRESENTATIVE:

Utilities Regulation and Competition Authority

Jerome Elliott

P. O. Box N-7509

Nassau, Bahamas

Tel. No. 1-242-393-0234.....

Fax No: 1-242-393-0153

E-mail: jelliott@urcabahamas.bs

CONTRACTOR'S REPRESENTATIVE (Bidder to Specify)

P. O. Box _____

Nassau, Bahamas

Tel. No. (242) _____

Fax No. (242) _____

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 fax or e-mail to the correct fax number or 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:-

- (a) Comply with all existing legal obligations requiring him to give notice of such casualty or accident to any person or persons or legal URCA and supply URCA's Representative with three copies of any notice so given, or
- (b) 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 an accident to URCA, where such a report is required by law.
- (c) 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**

- (a) 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:

- i. Act of God, earthquake, fire, flood, hurricane, tidal wave or other natural disaster.
 - ii. malicious mischief, insurrection, riot, strike, lockout, boycott, picketing, labour disturbance or other civil commotion;
 - iii. war, other military or martial disturbance; and
 - iv. Any other unforeseeable cause beyond the control of either party which directly impacts the performance of the contract.
- (b) 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.
- (c) Where an event of force majeure continues for 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 be 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 such defects upon notification by URCA, at the Contractor's own cost and expense.

25. **WARRANTY**

The Contractor is required to provide URCA with a six (6) month warranty, guaranteeing 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 laws, rules, and regulations presently in force that are or may be applicable to the said Services and URCA.

27. **CONFIDENTIALITY**

- (a) 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.
- (b) 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**

- (a) 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.
- (b) 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

ELECTRICAL PANEL REPLACEMENT

Frederick House, Frederick Street, New Providence, Bahamas

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 include:

Frederick House Replacement Electrical Panel - Breakdown of Costs

No.	Description	Rate	Unit Cost	Total Cost
	1) Prepare the existing electrical conduit and panel for removal, including isolating electrical circuits to ensure they are safe for work.			
	2) Disconnect existing breakers from the temporary electrical panel. (Return temporary panel to the owner.)			

	3) Masonry work to prepare the existing opening to receive the new permanent breaker.			
	4) Remove the temporary panel and breakers.			
	5) Replace the temporary panel and breakers with new panels and breakers from an approved manufacturer.			
	6) Label Circuits on the panel.			
	7) Test circuits to ensure that they can be energised			
	8) Re-energise electrical circuits			
	9) Prepare an as-built drawing showing the circuit location within the panel and the loads that the breakers serve			
	10) Label the Electrical sub-panel using an industry-recognised naming convention.			
	Clean up site, removing any debris, temporary equipment and material left from the replacement work and disposing of that material in an environmentally responsible manner. No material is to be left on-site or disposed of in CA bins or trash receptacles.			
		Sub Total		
	Deduct Credit for Temporary Panel and Breakers			
		Revised Sub-Total		
		VAT (if applicable)		
		TOTAL COST		

Notes:

- 1) Total (including credit) 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.
- 3) All material provided under this agreement shall be NEW and of the highest quality for works of this type.

SEGREGATION OF PRICE COMPONENTS**(1) Labour**

B\$ _____

(2) Materials

B\$ _____

TOTAL COST(B\$) _____**Notes:**

- 1) Total (including credit) 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. It 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 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 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 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:

(duly authorised to sign)

NAME & POSITION:

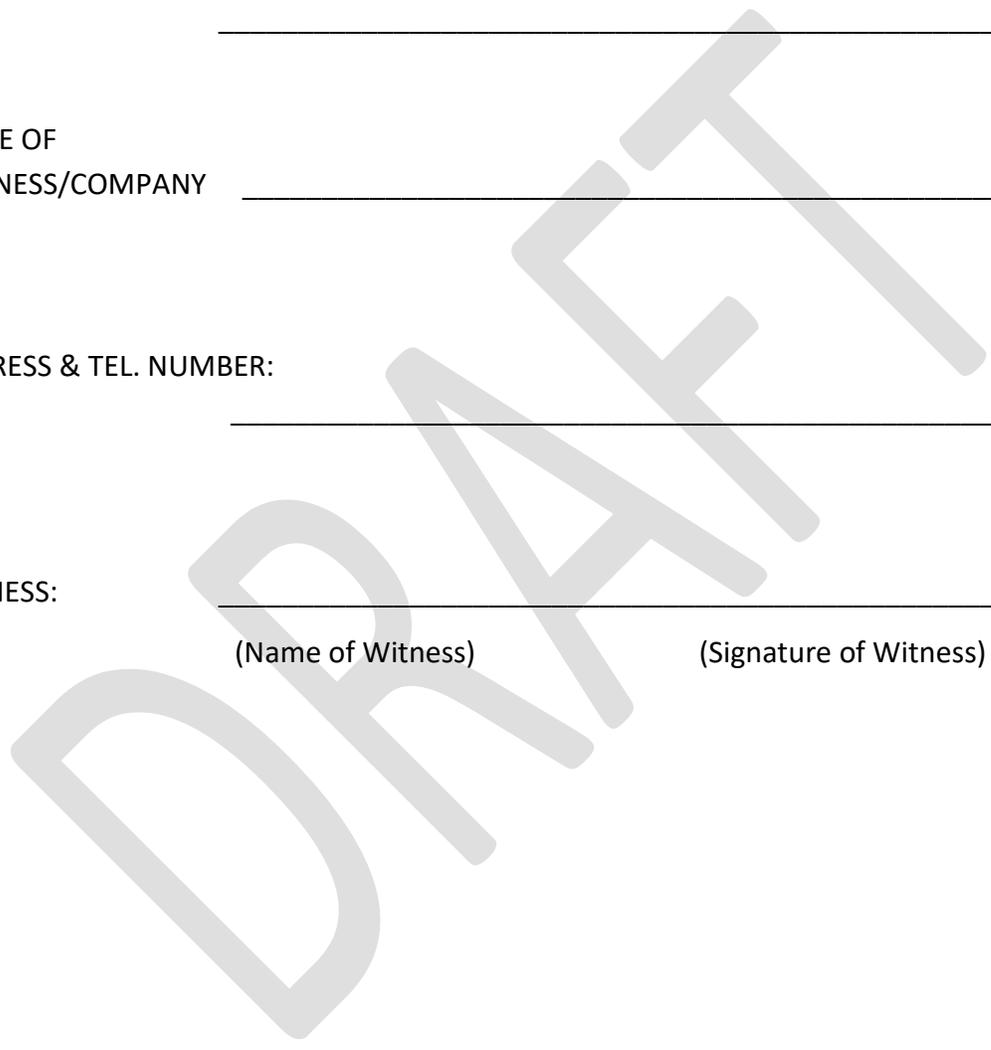
NAME OF
BUSINESS/COMPANY

ADDRESS & TEL. NUMBER:

WITNESS:

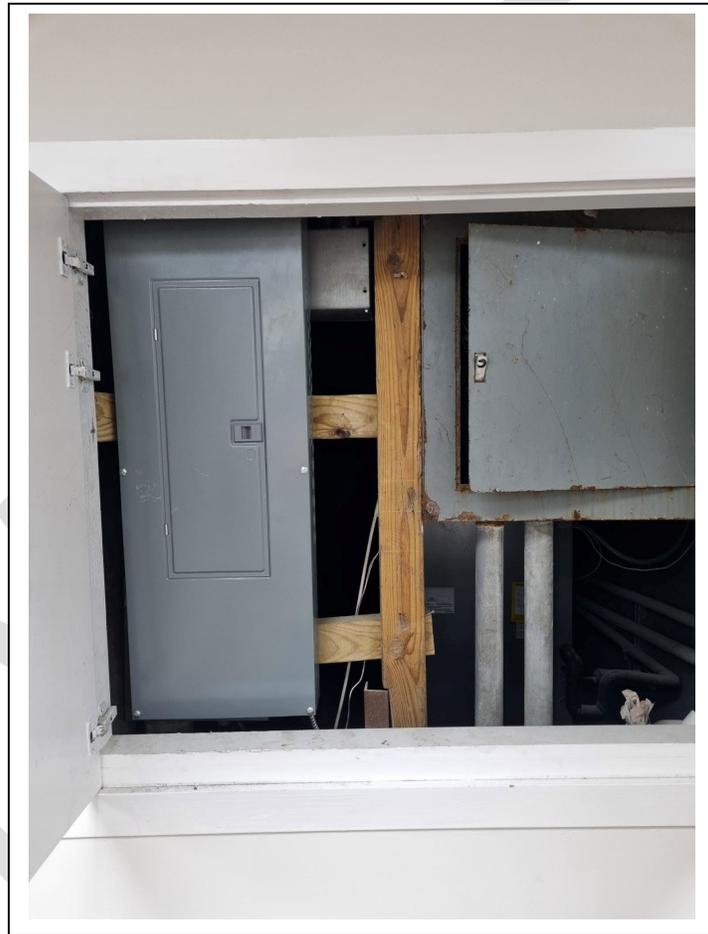
(Name of Witness)

(Signature of Witness)



Appendix "D" – Specifications and Panel to be replaced

See the photo below of the subject panel to be replaced.



Specifications: 3-Phase, 40-Circuit Load Centre

1. General Description:

- **Type:** Electrical distribution panel (Load Centre)
- **Phases:** 3-phase
- **Voltage Rating:** 120/208V AC
- **Frequency:** 60 Hz
- **Maximum Number of Circuits:** 40 single-pole (or 20 double-pole equivalent spaces)
- **Main Type:** Main Lug or Main Breaker (as required)
- **Bus Rating:** Typically 225A, but confirm based on total load
- **Bus Material:** Copper (preferred for conductivity and corrosion resistance) or aluminium (for cost-efficiency)

2. Load Breakdown:

- **Two (2) 3-Phase Fan Coil Units**
 - Connected via 3-pole breakers
 - Load rating should be confirmed per nameplate (typically 208V, 3 ϕ)
- **Lighting and Convenience Receptacles for:**
 - **One Board Room**
 - **Twenty (20) Offices**
 - Lighting: Typically 15A or 20A single-pole breakers as required by load
 - Receptacles: 20A single-pole breakers
 - GFCI protection as required by code

3. Panel Construction:

- **NEMA Rating:** NEMA 1 (indoor)
- **Mounting Type:** Surface mount
- **Enclosure:** Steel, with hinged door and lockable cover
- **Neutral and Ground Bars:** Isolated and bonded

4. Breakers:

- **Type:** Plug-in circuit breakers
- **Quantity:** Support for up to 40 single-pole circuits
- **Breaker Ratings:** 15A, 20A, 30A, 40A, etc., based on load calculations

- **3-pole breakers:** For 3-phase loads like the fan coil units
- **AFCI/GFCI:** As required by code

5. Labels and Identification:

- All circuits should be clearly labelled
- Directory card mounted on the inside of the panel door
- Phases (A, B, C) and neutral/ground clearly marked

6. Compliance:

- UL Listed or CSA Certified
- NEC (National Electrical Code) compliant
- Bahamas Building Code
- The installation of the load centre complies with the highest industry standard for works of this type.
- All material to be new.

UTILITIES REGULATION AND COMPETITION AUTHORITY

**ELECTRICAL PANEL REPLACEMENT
FREDERICK HOUSE FREDERICK STREET**

APPENDIX "E" – Company Information Form

12. Name of Company _____

• Address: _____

• Business telephone _____ Fax No. _____

2. Principal(s) of the Company _____

13. State Tax Identity No. *(for Value Added Tax)* _____

OR

My company is exempt from VAT payments.

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 the Business License Valid? Yes No

Date of Business License: _____

(Provide a copy of the 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 _____

- 14. Provide certified copies of original documents defining the legal status of the Bidder, including confirmation from the company of URCA of the signatory of the Bid to commit the Bidder.
- 15. 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.
- 16. We further confirm that there is no person(s) in URCA who is involved in or has any vested interest in the Company/Business of the Bidder.
- 17. We hereby authorise 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

INSERT NOTARY
SEAL HERE

BEFORE ME, NOTARY PUBLIC _____
(Signature of Notary)

Appendix "F" Methodology

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

<i>Activity</i>	<i>Description</i>
1. Disconnection and reconnection process	
2. Equipment to be used	
3. How the existing conduit will be dealt with	
4. Material to be provided	
5. Estimated duration of the work	

6. Disruption mitigation methodology	
7. When the contractor plans to perform the work (weekend/weekday, etc)	
8. Testing method	

NOTES

Use additional sheets where necessary

Contractor is reminded of the need for uninterrupted work at the facility and that shall be incorporated into the methodology.

Appendix "G" - Method of Evaluation

Bids received will be evaluated on the contents of the bid document.

URCA places strict importance on the quality of work over price; however, the cost of the project constitutes an important part of the evaluation methodology and will be weighted accordingly.

The following factors will be considered in the evaluation process:

1. Cost – a lower cost will receive a better evaluation score than a higher cost.
2. Material – Bids that indicate that the material and equipment to be provided are from reputable manufacturers will receive a better evaluation score than bids that indicate the material is from less reputable sources.
3. Time to Complete: A shorter time to complete will result in a better evaluation score than a longer time to complete
4. Time to Commence: A Shorter time to commence will receive a better evaluation score than a longer time to commence
5. Methodology: A well-written methodology will receive a better evaluation score than
6. Bid Submissions: Bids that do not comply with regulatory information (TIN, Business license, etc.) requested in this RFP will not be evaluated.
7. Completeness: Bids that are not complete may not be evaluated.

UTILITIES REGULATION AND COMPETITION AUTHORITY**ELECTRICAL PANEL REPLACEMENT**

Frederick House, Frederick Street

Tender No. FD 001**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**, a Statutory URCA established and existing in the Commonwealth of the Bahamas under and by virtue of the provisions of URCA Act of the said Commonwealth ("**URCA**") and _____ Company Limited (the "**CONTRACTOR**") of the Commonwealth of the **Bahamas**.

1. URCA is desirous of the provision of services 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 proposal;
 - 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 with 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, as well as the Contract Price at the times and in the manner agreed upon between the parties.

Signed for and on behalf of URCA the day hereinbefore written:

Chief Executive Officer

In the presence of:

Board Secretary

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

Contractor

In the presence of:

_____ Witness