



May 3, 2023

**JPS Request for Proposal # 948032**

For Procurement of GT 12 And GT 13 Replacement Exhaust Plenum at Bogue Power Station

Dear Vendors

Only Electronic submissions will be accepted, using ShareFile by Citrix. All uploads will be confidential. Additional information on this software can be accessed by clicking the links below:

- Basic Client Guide <https://citrix.sharefile.com/share/view/s1bff52f8d434781a>
- Training (video) <https://www.sharefile.com/support/training>

**DIRECTORS:**

**YONG HYUN KIM (CHAIRMAN)**

**NADANI CHUNG**

**EMANUEL DAROSA**

**MINNA ISRAEL**

**HON. CHARLES JOHNSTON**

**MOHAMED MAJEED**

**DENNIS MORGAN**

**SHOGO OTANI**

**HON. DANVILLE WALKER, O.J. J.P.**

RFP 948032 Activities are guided by the dates stated in the Calendar of Events highlighted in Section 4 of this RFP. Observing these dates,

- 1) Section 2.1 (Points of Contact) provides Instructions to submit questions via email only
- 2) A combined response to questions will be posted on the JPS website only
- 3) Respondents must confirm their intention to bid in order to be setup in JPS ShareFile folder
- 4) Access to individual vendor folders will be given at least 5 days before the bid closes to eliminate any issues for bid upload by RFP deadline.
- 5) Files must be accurately labelled/named. Financial Proposal must be a separate file from your Technical Information.
- 6) ShareFile Access will be removed when the RFP closes.

Bids will not be accepted via email.

Regards

JPS Purchasing Dept.

**JAMAICA PUBLIC SERVICE  
COMPANY LIMITED**

**6 KNUTSFORD BOULEVARD  
KINGSTON 5, JAMAICA**

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**Jamaica Public Service Company Limited**

**Request for Proposals  
For Services to be Carried Out**

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**For Procurement of GT 12 And GT 13 Replacement Exhaust Plenum  
at  
Bogue Power Station**

**RFP# 948032**

**May 2023**

## **1.1 INTRODUCTION**

The Jamaica Public Service Company Limited (JPS) intends to engage a certified supplier to provide replacement Exhaust Plenum for Frame 6B Gas Turbine as per equipment specification.

Gas Turbine (GT) 12 and (GT) 13, Exhaust Plenum is one of the major transition areas between the gas turbine exhaust and the exhaust system. Exhaust Plenum contains and changes the flow of exhaust gas into a 90-degree bend to the Exhaust Stack. Currently, Both Exhaust Plenums have deteriorated and several breaches identified where corrective works were carried out. There has been an increase with the Unit compartment temperatures due to the breaches identified on the Exhaust Plenum.

Through this Request for Proposal, JPS is seeking to acquire the service of a certified supplier to provide a replacement Exhaust Plenum for GT 12 and GT13 Units in order to mitigate elevated temperatures within the Unit Compartments.

Proposals must be submitted no later than Friday, May 26, 2023 @ 3:00 p.m.

## **1.2 BACKGROUND**

Jamaica Public Service Company Limited (JPS) is an integrated electric utility company engaged in the generation, transmission and distribution of electricity throughout the island of Jamaica. JPS owns and operates 28 generating units and also purchases power from seven independent power producers (IPP). JPS assets include conventional thermal plants (335 MW), hydro and wind (29.12 MW), 50 substations, approximately 1200 km of transmission lines and 20,534 km of distribution lines.

The common shares of JPS are held 40% by Marubeni Corporation through its subsidiary Marubeni Caribbean Power Holdings (“MCPH”); 40% by Korea East West Power Company (“KEWP”); 19.9% by the Government of Jamaica (“GOJ”) and the remaining 0.1% by a group of minority shareholders.

The Office of Utilities Regulation (“OUR”) is the independent regulatory agency with responsibility for regulating the electricity sector in Jamaica.

Along with the provision of electricity, the JPS is a key partner in national development. The Company has a vibrant corporate social responsibility portfolio and makes significant contributions in the areas of education, sports, and community development. The Company also has a strong environmental focus and carries out its operations in an environmentally friendly manner.

JPS has the following status with Jamaica Customs – **Authorized Economic Operator** (AEO). It is an internationally recognized quality mark which indicates that the JPS supply chain is secure, and that the JPS customs’ procedures and policies are compliant. With this designation, JPS Warehouse and Procurement Teams are subject to audit and monitoring by Jamaica Customs.

## **Geography of Jamaica**

Jamaica lies 145 kilometers south of Cuba and 160 kilometers west of Haiti. Its capital city, Kingston, is about 920 kilometers southeast of Miami. At its greatest extent, Jamaica is 235 kilometers long, and it varies between 35 and 82 kilometers wide, with an area of 10,911 squarekilometers.

The highest area is that of the Blue Mountains. The crest of the ridge exceeds 1,800 meters. The highest point is Blue Mountain Peak at 2,256meters.

Two types of climate are found on Jamaica. An upland tropical climate prevails on the windward side of the mountains, whereas a semiarid climate predominates on the leeward side. Warm trade winds from the east and northeast bring rainfall throughout the year. The rainfall is heaviest from May to October, with peaks in those two months. The average rainfall is 196 centimeters per year.

Temperatures are fairly constant throughout the year, averaging 25 °C to 32 °C in the low-lands and 15 °C to 22 °C at higher elevations. Temperatures may dip to below 10 °C at the peaks of the Blue Mountains.

Jamaica lies at the edge of the hurricane track; as a result, the island usually experiences indirect storm damage. Hurricanes occasionally strike the island with full force, including winds speeds up to 240km/hr.

### **PROJECT SCOPE / OBJECTIVES**

Through the issuance of this RFP, JPS expects to enter into contract with the bidder(s) who offers the best proposal which would provide JPS the least service cost. Your quote should include, but not be limited to:

- a) Supplier's component lead time
- b) Terms of payment JPS standard terms of payment: Net 60 days' invoice date.
- c) Warranty Terms

### **Terms of Agreement**

Bidders are responsible for expenses related to Covid-19 Protocols (testing, quarantine and consumables). The Government of Jamaica and JPS Covid-19 protocols must be observed at all times during the contract.

All work carried out under this Contract shall be of the highest standard and carried out by competent and qualified Engineers. All materials and component parts supplied or used shall be new and shall conform to specifications of the highest quality and shall be obtained only from merchants or manufacturers of the highest repute; and further all work carried out and materials and component parts supplied or used shall be such as may be approved by JPS.

- Provide adequate after-sales support: readily accessible spare parts inventory, Competent personnel to provide technical and general assistance.
- Engineers and other support personnel must have their own Personal Protective Equipment (PPE)

- Comply with Government of Jamaica (GoJ) and JPS Covid-19 protocols
- Have available inventory of special tools to complete jobs.
- Contractor shall ensure that all work complies with Jamaican Law related, but not limited, to:
  - i) All building codes
  - ii) All fire codes
  - iii) All work safety related regulation
  - iv) All construction power and water related regulation
  - v) All Covid-19 protocols

### **1.3 Definitions**

**“Bidder”, “Bidder”, “Vendor” or “Contractor”** shall mean JPS’ qualified service provider acting in the role of the prime contractor who responds to this RFP.

**“Bid/ Proposal”** shall mean the Bidder’s formal written response indicating committed price.

All references to JPS or Company shall mean the Jamaica Public Service Company Limited.

**“Services”** means services ancillary to the research data gathering and submission

**“Approved”** means approved by the JPS or its delegated representatives.

**“Delivery”** means completion of the research findings and the requisite recommendations submitted

**“Days”** means calendar days according to the Gregorian calendar.

**“The Contract”** means the final agreement entered into between the JPS and the Contractor signed by the parties, including any attachments, addenda, and appendices thereto and all documents incorporated by reference therein.

**“The Contract Price”** means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.

### **2.0 GENERAL INSTRUCTIONS TO BIDDERS**

The Bidder is expected to confirm intent to bid by the date stated in the Calendar (Section 4). Failure to comply will result in Bidder being unable to participate in bid. Bidder must examine all instructions, terms specifications in the Bidding Documents. Failure

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to furnish all information required, will be at the Bidder's risk and may result in the rejection of its bid.

## **2.1 Points of Contact**

All communications and questions with JPS regarding this RFP must be directed to the following Points of Contact (POC) via email:

**Name:**           **Aldeen P. Morris**  
                          **Dianne Plummer**

[apmorris@jpsco.com](mailto:apmorris@jpsco.com)

cc:           [dplummer@jpsco.com](mailto:dplummer@jpsco.com)

**Email Subject:** JPS RFP #948032– Components for the Bogue Power Station

## **2.2 Communication Regarding the RFP**

*Unauthorized communications concerning this RFP with other Company employees, executives or Contractors may result in immediate disqualification.*

All communication and questions should be submitted in writing, electronically to the POC. In order to ensure consistency in the information provided to Bidders, responses to questions received will be communicated to all participants, without revealing the source of the inquiries.

Only written responses will be considered official and binding. JPS reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification.

A Bidder contact should be provided for all questions and clarifications arising from the Proposal Queries should include:

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- a) Company's name, company address and phone number, contact person, email address, position.
  - b) References to specific points within this RFP using the Section number as reference
  - c) Clear and concise questions

### **2.3 Period of Validity of Bids**

Bids shall remain valid for *ninety (90) days* after submission. A bid valid for a shorter period may be rejected by the Company as non-responsive. In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing.

### **2.4 RFP Amendment and Cancellation**

At any time prior to the deadline for the submission of bids, the Company may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendment.

The amendment will be done in writing to all prospective Bidders who have received the Bidding Documents.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

JPS reserves the unilateral right to cancel or reissue the RFP at its sole discretion. Bidders will respond to the final written RFP and any exhibits, attachments and amendments.

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## **2.5 Bid Withdrawal**

A Bidder may withdraw a submitted bid at any time up to the deadline for submitting bids. To withdraw a bid, the Bidder must submit a written request electronically, or via fax, signed by an authorized representative, to JPS before the deadline for submitting bids. After withdrawing a previously submitted bid, the Bidder may submit another bid at any time up to the deadline for submitting bids.

## **2.6 Confidentiality of Data**

The Bidder should recognize that JPS operates in a sensitive business environment and, for that reason the Bidder must treat the materials and data provided by JPS as confidential. The successful Bidder may be required to agree to and execute the Confidentiality agreement.

## **3.0 PREPARATION OF BIDS**

The bid shall be prepared in two (2) parts, technical and financial. The technical part should not contain any pricing information. The financial proposal shall be separate and contain price information. The uploaded proposals must include below:

### **A. Technical Proposal**

Reference is made to Appendix I – General Information:

- (a) Evidence of establishment, type of organization, size, and professional affiliate
  - (b) Executive Summary indicating why your firm should be chosen
  - (c) Qualification and experience of your staff that will provide the service
  - (d) Qualification and experience of your subcontractor staff that will be use to provide the service (if any)
  - (e) Provide the names and profiles of the top 3 executives
  - (f) Audited Financial Statements for the last 2 years
  - (g) Current/valid insurance document
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- (h) References – provide 3 references that you have provided similar products in the past.

**B. Financial Proposal**

- a) Proposal must be submitted with the completion of tables stated in **Appendix II**. Your detailed proposal should clearly show
  - i. Costs for labour / service, airfare, transportation, tools and equipment, accommodation, per diem, consumables, incidentals etc.
  - ii. The duration and costs associated with the execution of JPS's intended work scope for single and double shifts
  
- b) The financial proposal shall consist of cost estimates for above, along with payment terms.
  
- c) Draft Contract for this service

**3.1 Bid Prices**

Prices quoted by the Bidder and further negotiated and agreed between the bidder and JPS shall be fixed during the Bidder's performance of the Contract and not subject to variations on any account. Prices should be quoted in **United States Dollars**.

**3.2 Proposal Withdrawal**

The Bidder may modify or withdraw its proposal after the proposal's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of proposals. To withdraw a proposal, the Bidder must submit a written request electronically or signed document by an authorized representative to JPS before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the Bidder may submit another proposal at any time up to the deadline for submitting proposals.

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### **3.3 Cost of Proposal Preparation**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the JPS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **3.4 Bidder's Eligibility and Qualifications**

(a) In the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the Purchaser's country.

(b) The Bidder is to confirm the financial, technical and production capability necessary to perform on the Contract.

### **3.5 Documents establishing Goods' Eligibility and Conformity to Bidding Documents**

The Bidder shall furnish, as part of its bid, documents establishing conformity to the Bidding Document of all goods and services, which the Bidder proposes to supply under the Contract.

### **3.6 Period of Validity of Bids**

Bids shall remain valid for ninety (90) days, after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

## **PROPOSAL REQUIREMENTS**

1. Proposal must outline cost with payment terms and technical specification of the Exhaust Plenums. Technical information should include: installation instructions, expected heat transfer of plenum walls during operation, etc.
  2. Proposal must include warranty coverage for the supply of the Exhaust Plenums
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3. Bidder, at their own cost, must provide a Technical Field Advisor to conduct site measurement and verification of the existing installed Exhaust Plenums on site.
  4. Proposal must outline lead time for the delivery of the Exhaust Plenums quoted.
  5. The proposal must be submitted no later than Friday, May 26, 2023 @ 3:00pm.
  6. The bidder can provide an optional costing for technical team to execute installation of the Exhaust plenum.

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## 4.0 SUBMISSION OF BIDS AND SELECTION CRITERIA

### 4.1 Bid Response

All responses must be in English Language. Your bid response must be presented in two (2) separate packages, namely Financial/Costing and Technical Specifications. The deadline to upload bids is **3:00 p.m. on Friday May 26, 2023**.

<b>RFP CALENDAR</b>		
<b>ACTIVITY</b>	<b>DUE DATE</b>	<b>RESPONSIBILITY</b>
RFP date	May 3 <sup>rd</sup> 2023	JPS
Bidder submits questions on RFP	May 9 <sup>th</sup> 2023	Bidder
Final date to respond to all queries	May 12 <sup>th</sup> 2023	JPS
Bidder confirms intention to bid	May 11 <sup>th</sup> 2023	Bidder
Confirmed Bidder given Shared file access to upload bid	May 19 <sup>th</sup> 2023	Bidder
Completion of RFP and deadline for submission of bids to JPS	3:00 p.m. May 26 <sup>th</sup> 2023	Bidder
Closed Bid Opening	May 29 <sup>th</sup> 2023	JPS

The Company may, at its discretion, extend this deadline for the submission of bids, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Observing the deadline of the RFP, responses should be submitted electronically with appropriately file labels/names, and information required in Appendices I and II. Adobe Pdf and Power

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Point file formats are acceptable. Proposal must be signed by official authorized personnel who can bind the contractor to the provision of the RFP.

#### **4.2 Late Bids**

Any bid received by the Company after the deadline to upload bids, pursuant to **Section 4.1**, will be rejected.

#### **4.3 Proposal Signing**

All proposals must be signed by an official agent or representative of the company submitting the proposal.

#### **4.4 Proposal Rejection**

Bids received after the deadline for submission of bids will be rejected. Any bid received that does not meet the requirements of this RFP may be considered to be non-responsive, and the bid may be rejected. Bidders must comply with all of the terms of this RFP. JPS may reject any bid as being non-responsive that does not comply with the terms, conditions, and characteristics of this RFP or the key criteria for selection.

#### **4.5 Right of Rejection**

JPS reserves the right, at its sole discretion, to reject any and all bids or to cancel this RFP in its entirety.

JPS reserves the right to reject any and all proposal(s) at its sole and absolute discretion. Submission of a proposal constitutes acknowledgement that the Bidder has read and agrees to be bound by such terms and conditions as outlined in the Bid document.

JPS reserves the right to hold discussions/negotiations with OEM directly in arriving at final product specifications, warranty, pricing and delivery. This will not stop finalizing proposal directly with 3<sup>rd</sup> parties or OEM distributors.

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## 5.0 SELECTION PROCESS AND EVALUATION CRITERIA

JPS will open bids privately. See calendar for date (Section 4). A selection committee consisting of JPS staff members will evaluate all responses. Based on the preliminary evaluation of the responses, we reserve the right to short list respondents.

Selection will be based on the contractor's responsiveness to the RFP and total price quoted (including recurring costs).

### 5.1 Determination of Responsive Bids

The company will examine the bids to ensure conformance to all the instructions listed in the Instructions to Bidders.

Omission of any of the requisite documentation may result in the bid being declared non-responsive and therefore rejected.

JPS internal scoring method values the following proposal attributes (order of presentation here does not reflect priority)

<b>TECHNICAL CRITERIA</b>	<b>Result</b>
Technical Specification	Pass or Fail

<b>COMMERCIAL EVALUATION CRITERIA</b>	<b>Score (%)</b>
Price	90
Payment Terms	5
Lead Time	5
Total	100

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## 5.2 JPS Bid Evaluation Discretion

JPS at its discretion may:

- Select a bid other than the lowest priced if JPS determines, at its sole and absolute discretion, that JPS' interests will best be served by doing so;
  - Withhold any information used in conducting the evaluation;
  - Reject any or all bids and enter into negotiations with other third party non-bidders, or any Bidder or Bidders that JPS may choose;
  - Seek clarification from any Bidder regarding bid information and may do so without notification to any other Bidder;
  - Continue the review procedure until a Bidder is selected successfully or until JPS chooses to reject all bids;
  - Accept any bid or alternate as submitted without negotiations;
  - Require revisions to, corrections of, or other changes to any bid submitted as a condition to its being given any further consideration;
  - Select for negotiations only the overall best bids or alternate submitted, as determined by JPS;
  - Truncate negotiations with a Bidder if JPS determines that progress towards a contract is not proceeding in a reasonable manner or at a reasonable pace;
  - Open negotiations with additional Bidders or non-bidders.
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### **5.3 Bid Discrepancies**

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words shall prevail.

If the contractor does not accept the correction of errors, its bid shall be rejected.

The Company may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### **5.4 Right to Negotiate**

Upon evaluation of the submitted bids, JPS reserves the right to enter into negotiations with one or more Bidders (not necessarily the Bidder with the lowest deliverable price submission) that appear to have submitted a bid that meets the needs and requirements of JPS. Negotiations could include, but are not limited to, price and the terms and conditions of this RFP. However, issues may arise that JPS may not negotiate due to policies or strategies, and an impasse could arise. If, for any reason, a Bidder and JPS cannot arrive at a mutual agreement that would result in the issuance of a contract, JPS reserves the right to terminate negotiations, to reject the bid, and to continue negotiations with other responsive Bidders that may lead to the issuance and award of a contract.

### **5.5 Written Clarification**

JPS reserves the right, at its sole discretion, to request clarifications of bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions will be to ensure full understanding of the bid proposal. Discussions will be limited to specific sections of the bid identified by JPS and, if held, will be after initial evaluation of the bids. If clarifications are made as a result of such discussion, the Bidder will submit such clarifications electronically. Refusal to respond to JPS' request for clarifications may be considered non-responsive and be used as grounds for rejection of the bid.

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## **5.6 Contract Award**

The award will be based on the proposal that is most responsive to the requirement of JPS and that which will offer the greatest value for JPS.

Issuance of this Bid does not constitute a commitment by JPS to award any contract or to perform the research services as per the Offer made in response to this RFP.

JPS reserves the right to invite any or all Bidders to make an in-person presentation.

The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

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## **6.0 Bidder Qualifications and Requirements:**

Your quote should include, but not limited to:

**d) Terms of payment.** JPS standard terms of payment is Net 60 days of Invoice date

### **e) Warranty Terms**

The Bidder shall warrant that during the term of the Agreement the services provided by it hereunder will be performed in a workmanlike manner and in accordance with the JPS safety regulations and reasonable commercial standards.

The Bidder warrants that the goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Bidder further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. This warranty shall remain valid for a minimum of twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the Contract.

The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Bidder shall, depending on which of the methods can be achieved more expeditiously with reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser and under the terms and conditions as if the replacement Goods or parts were being delivered to the Company for the first time.

If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense without prejudice to any other rights which the Purchaser may have against the Bidder.

## **7.0 GENERAL CONDITIONS OF CONTRACT**

### **7.1 Proprietary Content**

JPS understands that certain elements of the Bidder's proposal may contain information, including pricing, that is competitively sensitive. JPS acknowledges that all information furnished in the proposals will be for the exclusive use of JPS, in evaluating and selecting a Contractor for the

supply of goods and services all parties will respect the sensitive nature of that information in accordance with sound commercial practices.

## **7.2 Prices**

Prices listed by the Bidder of the service to be provided under the Contract shall not, with the exception of any price adjustments authorized, negotiated and agreed on by Contractor and JPS, vary from the prices quoted by the Contractor in its bid.

## **7.3 Terms of Payment**

The JPS shall pay the Contractor for the services within sixty (60) days of receipt of the Contractor's undisputed invoice.

## **7.4 Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the duly authorized agents of both parties.

## **7.5 Subcontract**

The Contractor shall notify the JPS in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the contractor from any liability or obligation under the Contract with the JPS.

If the bidder submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations or persons being contracted.

## **7.6 Delays in the Contractor's Performance**

If at any time during the performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of the services, the Contractor shall promptly notify the JPS in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the JPS shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be

ratified by the parties by amendment of the Contract, or terminate the Contract in accordance with the provision of clause 7.8

### **7.7 Penalties**

Failure to submit the Deliverables to the Company within the timelines specified will result in the Contractor being liable to the company payments of sums equivalent to ten percent (10%) of the value of compensation and or liquidated damages payable by the Company in respect of such Deliverable.

### **7.8 Termination**

The JPS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:

(a) If the Contractor fails to perform any other obligation(s) under the Contract.

(b) The JPS may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience by giving seven (7) working days' notice. The notice of termination shall specify that termination is for the JPS convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

### **7.9 Force Majeure**

The Contractor shall not be liable for liquidated damages or termination for default, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For the purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the JPS either in its sovereign or contractual capacity, wars or revolutions, fires, floods, hurricanes, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the JPS in writing of such condition and the cause thereof. Unless otherwise directed by the JPS in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Appendix I**

**REQUEST FOR PROPOSAL (RFP)  
PROCUREMENT OF GT 12 AND 13 REPLACEMENT OF THE EXHAUST PLENUM  
RFP # 948032**

**GENERAL INFORMATION**

Name of Organization: \_\_\_\_\_

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

Key Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_  
\_\_\_\_\_

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

## Company Profile

Please submit the requested information below:

- Directors names and profiles
- Company references
- Complete set of audited financial statements for the last two (2) years
- Average employee tenure
- Staff turnover ratio
- Names of top 5 executives, their tenure, experience, qualifications etc.
- Three (3) top achievements of the company in the last 5 years
- Companies must state 5 reasons for JPS to consider Partnering/Selecting them (your company) for this RFP
- Organizational structure for the top five levels in your organization.
- Please provide a short profile such as name, title, experience and education level for the personnel at the top five levels within the organization
- How long has your company been in business?
- How many people do you employ?
- Does your company currently have a Risk Management or Business Continuity Programme in place?
  - If yes, please provide details of the programme you have in place
- Three (3) Customer references (for similar purchases)



## Appendix II

### **Response Template**

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

Signature of Bidder: \_\_\_\_\_

### **Payment Terms**

Purchaser's preference: Net 60 days      Bidder's proposal: Net \_\_\_\_\_ days

### Appendix III

#### UNIT SPECIFICATION

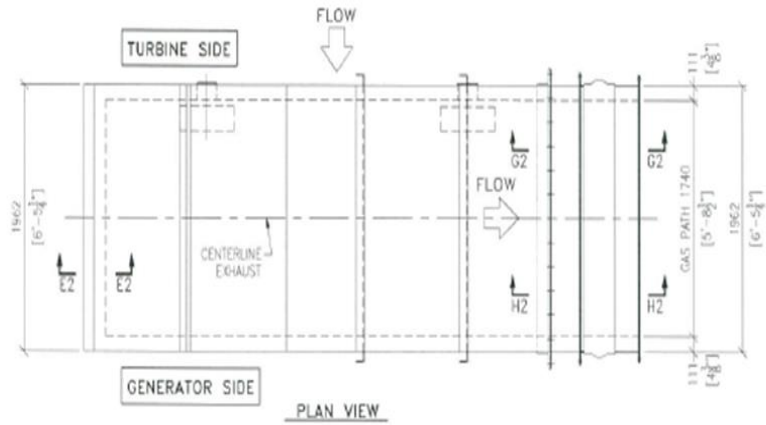
Unit Name	GT 12	GT13
Maximum Capacity Rating (MCR)	39,290 KW	39,290 KW
Turbine Serial number	810400	810401
Frame Size	MS6001B /PG6581	MS6001B /PG6581
Fuel Type	Natural Gas and No. 2 Distillate Fuel Oil	Natural Gas and No. 2 Distillate Fuel Oil
Control System	Mark VIe with <HMI>	Mark VIe with <HMI>

#### EQUIPMENT INFORMATION

Description	Data
Manufacturer	Braden Manufacturing LLC
Braden Job Numbers	4627901 4627902

## Appendix IV

### Drawing – Currently Installed Plenum



BRADY'S SCOPE OF SUPPLY		
PART	QTY	DESCRIPTION
⊖	1	PLENUM
⊖	1	SIDE COVER
⊖	1	CONV.
⊖	1	SPOOL DUCT
⊖	1	EXPANSION JOINT
⊖	18	RADIATION TUBES
⊖	-	FLEX SEALS
⊖	-	ENCLOSURE TRIM

**JOINT LEGEND**

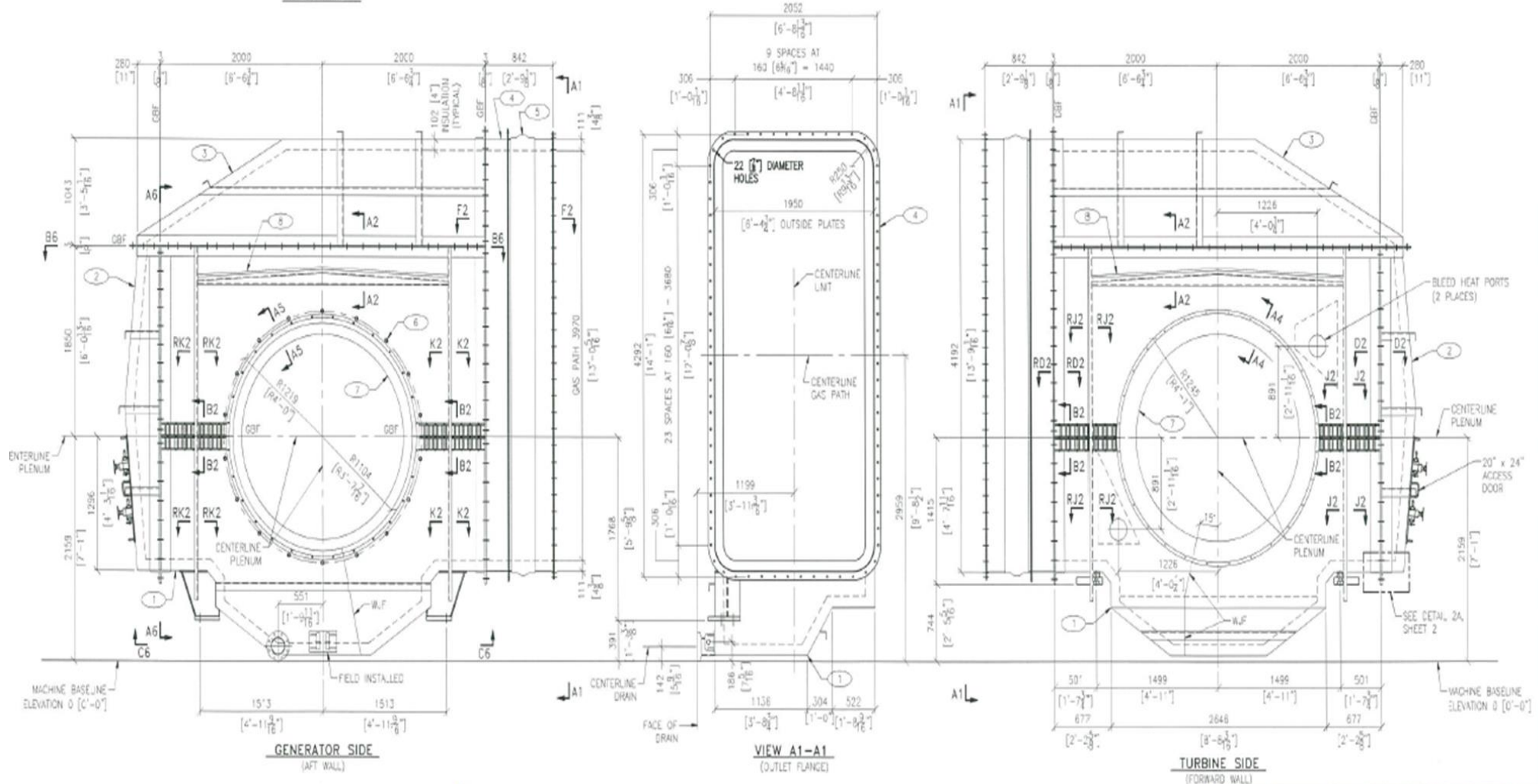
GBF = GASKETED BOLTED JOINT, FIELD INSTALLED INSULATION AND LINER  
 WJF = FIELD WELDED JOINT, FIELD INSTALLED INSULATION AND LINER

**SECTION/DETAIL LEGEND**

A2 A2 — NUMBER INDICATES SHEET NUMBER WHERE SECTION IS LOCATED  
 A — LETTER INDICATES SECTION NUMBER

**GENERAL NOTES**

1. ALL FABRICATION SHALL BE PER ASC AND AWS LATEST EDITION
2. SHELL PLATE SHALL BE 1/4" MINIMUM ASTM A36 CARBON STEEL
3. ALL EXTERIOR STIFFENERS SHALL BE SEAL WELDED
4. CLEANING SHALL BE PER SSPC-SP6 COMMERCIAL SANDBLAST
5. PAINT ALL EXTERIOR DUCTWORK SURFACES AND INTERIOR AT EACH END TO FIRST STUD ROW WITH ONE SHOP COAT INORGANIC ZINC RICH PRIMER
6. INSULATION TO BE NON-CARCINOGENIC
7. LINER SHALL BE 11 GAGE ASTM A240 TYPE 409 STAINLESS STEEL
8. ALL FLANGE BOLTING HARDWARE TO ASTM A325 ZINC PLATED WITH TWO HARDENED WASHERS AND ONE HEX NUT



**GENERATOR SIDE**  
(LEFT WALL)

**VIEW A1-A1**  
(OUTLET FLANGE)

**TURBINE SIDE**  
(FORWARD WALL)

**\*END OF DOCUMENT\***