



August 15 2023

JPS Request for Proposal # 956203:

Hot Gas Path Inspection on Gas Turbine 5 Frame V P/NT Unit at Hunts Bay 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 956203 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

T: (876) 926.3190-9
F: (876) 936.1800

www.myjpsco.com





Jamaica Public Service Company Limited

**Request for Proposals
For Services to Carry Out**

HOT GAS PATH INSPECTION ON GAS TURBINE 5 FRAME V/NT UNIT
AT HUNTS BAY POWER STATION

RFP# 956203

AUGUST 2023

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1.1 INTRODUCTION

The Jamaica Public Service Company intends to engage a certified service provider for the execution of Capital Spares Repair and Hot Gas Path Inspection Service on its Frame 5 (P/NT) generating plant. GT5 as the unit is called; Serial Number 226212 is located at Hunts Bay Power Station on Marcus Garvey Drive, Kingston.

The entire duration of the GT5 Hot Gas Path Inspection scope is expected to last **25 days maximum (permit release to permit closure)** tentative starting on September 9, 2024.

The intent of JPS is for the repair of all the Hot Gas Path components for this GT5 unit shall be delivered to the Hunts Bay Power Station by August 1, 2024. **Repairs should include but not be limited to the scope listed below (see appendix III).**

Based on the dynamics of the operation of the generating units within the JPS Generation division, please be flexible within your proposal for reasonable changes that may occur to the planned dates referred to above. It is the intention however to maintain the above start date.

N.B: All parts will be provided by JPS. Please note that parts are **not** necessarily new, hence JPS requires that all spares removed from the unit be properly cleaned, the serial numbers should be recorded and the parts should be stored for reuse as directed by the JPS engineer.

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 lowlands 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.

1.3 PROJECT SCOPE / OBJECTIVES

1. In addition to proposal, please submit by email **CLEARLY STATING SUMMARY PRICES** for labour/ service, airfare, transportation, tools and equipment, accommodation, per diem, consumables, incidentals as per **Appendix II attached**. Clearly state in the tables provided Appendix II, the durations and costs associated with the execution of JPS's intended work scope for **single** and **double** shifts.
2. As a part of your responsibility, and at your own expense should obtain all the relevant OEM specifications, TIL updates relevant to the GT's or any other fleet of its kind currently in production, and all other information that may be necessary for making a quotation. JPS will not be responsible or pay any expense or loss, which may be incurred in the preparation of the quotation.
3. The quotation/ proposal **MUST** be submitted no later than September 8, 2023.
4. Prospective bidders should provide a detail work breakdown structure of activities to be executed to meet overall project milestones. This document can be presented in a Microsoft project or excel version.
5. Prospective bidders should outline the International and Safety Standard to which they are in compliance with and the Quality Assurance and Control Regulations to which they are governed by.
6. Prospective bidders should outline the specialize tools that the customer should supply for the execution of the work scope
7. Prospective bidders should provide the current certificate for all lifting device (e.g. slings) that will be utilize for the execution of works.

8. Prospective Bidders should provide warranty coverage that governs defects in material and workmanship for the execution of scope work.
9. Prospective bidders should outline the roles and responsibility of the customer that is required to carry out the desired scope of work.
10. Prospective bidders should provide a detailed final report (including pictures) outlining as found conditions, as left conditions and the activities carried out during the execution.
 - A table clearly outlining the technical information letters (TILs) applicable to this unit should be included in final report. (Table should include date executed and status of each listed TIL)
11. Any further information or clarification required with respect to this quotation document shall be submitted as indicated in **Section 2.1**.

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

1.4 Definitions

“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 GT5 Hot Gas Path Inspection

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

“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 date stated in 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 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: **Alexa Brown**
 Aldeen Morris

agbrown@jpsco.com

cc: apmorris@jpsco.com

Email Subject: JPS RFP # 956203- GT5 Hot Gas Path Inspection Service

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:

- 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.

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) Provide the names and profiles of the top 3 executives
- (e) Audited Financial Statements for the last 2 years
- (f) Current/valid insurance document
- (g) References – provide 3 references that you have provided similar service in the past. Include contact person and phone number

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.

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.

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 **11:59p.m. on Friday September 8th, 2023.**

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	August 15 th 2023	JPS
Bidder submits questions on RFP	August 18 th 2023	Bidder
Final date to respond to all queries	August 23 rd 2023	JPS
Bidder confirms intention to bid	August 24 th 2023	Bidder
Confirmed Bidder given Shared file access to upload bid	August 25 th 2023	Bidder
Completion of RFP and deadline for submission of bids to JPS	11:59pm September 8 th 2023	Bidder
Closed Bid Opening	September 11 th 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

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 3rd parties or OEM distributors.

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)

TECHNICAL CRITERIA	Result
Technical Specification	Pass or Fail

COMMERCIAL EVALUATION CRITERIA	Score (%)
Price	90
Payment Terms	10
Total	100

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.

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.

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.

6.0 Bidder Qualifications and Requirements:

Your quote should include, but not limited to:

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

b) **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)
GT5 HGP Inspection Service
RFP # 956203**

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

Price Schedule in United States Dollars

Along with detailing all charges in their proposal, Bidder is required to complete below to summarize the costs.

Unit: GT 5

SUMMARY RATE SHEET

Item	Description	Cost	
		Single Shift	Double Shift
1	Labour/ Services		
2	Airfare		
3	Transportation		
4	Tools & Equipment		
5	Accommodation		
6	Per Diem		
7	Consumables		
8	Incidentals		
9	TOTAL		

EXPECTED DURATION

Item	Number of Shifts	Days
1	Single	
2	Double	

NB. Single shift is expected to not exceed 28 Days maximum.

GT5 SUMMARY RATE SHEET (TURBINE S/N. 226212)

ITEM	DESCRIPTION	QUANTITY	COST (USD)		
			INSPECTION	RE-PAIRS	COATING
1	1st Stage Bucket	120			
2	2nd Stage Bucket	90			
3	1st Stage Nozzle Assembly	1			
4	2nd Stage Nozzle	14			
5	Locking Hardware	SET			
	TOTAL				

Appendix III

GT 5 HOT GAS PATH SERVICE SCOPE

The work scope for the turbine services include but not limited to:

- Inspection and Replacement of Combustion Components
- Inspection and Replacement of Turbine Hot Gas Path Components
- Auxiliary Equipment Inspection and Overhaul

UNIT INFORMATION – HUNTS BAY GT5

Unit Name	GT5
Maximum Capacity Rating (MCR)	21.5 MW
Turbine Serial number	226212
Frame Size	MS5001 P/NT
Fuel Type	No. 2 Distillate
Control System	TRICONEX [TS 3000 Simplex]
Job Type	Hot Gas Path Inspection

HOT GAS PATH REPAIRS SCOPE

The schedule of repairs outlined provides a minimum guide, yet is not limited to the proposed repair scope.

These include:

- 10 Combustion Liners
- 10 Transition Pieces
- 1 set First Stage Buckets (120 pieces)
- 1 set Second Stage Buckets (90 pieces)
- 1 set First Stage Nozzle (Ring of 24 segments)
- 1 set Second Stage Nozzles (14 Segment)

APPENDIX IV

COMBUSTION COMPONENTS

1. *Frame V - Combustion Liners, Qty. 10*

- 1.1. Receive and unbox one set of (10) ten combustion liners.
- 1.2. Perform an incoming condition evaluation of the combustion liners.
- 1.3. Blast clean combustion liners to remove surface material.
- 1.4. Dimensional inspect liner components - spring seals, liner bodies & cowl caps.
- 1.5. Perform Non-Destructive Test Examination on combustion liners.
- 1.6. Perform an Engineering evaluation of components and test results.
- 1.7. Issue a condition report outlining the "as found" condition of the combustion liners
recommended repairs
- 1.8. Remove cowl caps from combustion liner bodies
- 1.9. Weld repair all liner stops to restore size as per OEM specifications.
- 1.10. Repair or replace all crossfire collars.
- 1.11. Minor weld repair to the liner bodies.
- 1.12. Correct liner distortion on Aft end of combustion liners.
- 1.13. Perform Non-Destructive Testing Examination on repaired areas.
- 1.14. Perform repairs as per Inspection Report
- 1.15. Install cowl caps on combustion liners using new rivets.
- 1.16. Resize spring seals on combustion liners.
- 1.17. Perform final inspection on combustion liners.
- 1.18. Prep to ship combustion liners to customer

2. *Frame V - Transition Pieces, Qty. 10*

- 2.1. Receive and identify TP's
- 2.2. Perform visual and dimensional inspection
- 2.3. Clean and NDT
- 2.4. Perform Eddy Current test to determine TBC coating thickness
- 2.5. Issue a condition report and recommended repairs
- 2.6. Repair body cracks on transition pieces.

- 2.7. Repair forward end on transition pieces.
- 2.8. Re-establish picture frame dimensions.
- 2.9. Repair floating seals on transition pieces.
- 2.10. Perform repairs as per Inspection Report
- 2.11. Heat treat per specifications as required
- 2.12. Perform Non-Destructive Test Examination on repaired areas.
- 2.13. Perform 10 TP, s assembly check on specially designed fixture
- 2.14. Prep transition pieces to ship to customer

HOT GAS PATH COMPONENTS

3. Frame V - First Stage Buckets Qty. 120

- 3.1. Incoming visual inspection and identify buckets.
- 3.2. Strip present coating on all buckets.
- 3.3. Zyglo (FPI) inspect buckets.
- 3.4. Issue a condition report and repair recommendation
- 3.5. Heat Treat as per OEM Specs.
- 3.6. Perform minor Welding and blending on buckets airfoil.
- 3.7. FPI inspect buckets
- 3.8. **Apply MCrAlY coating on buckets or equivalent OEM GT33**
- 3.9. Heat treat and Shot Peen Buckets.
- 3.10. Moment weigh and computer chart distribution.
- 3.11. Perform final Quality Control inspection and Engineering approval.

4. Frame V - Second Stage Buckets Qty. 90

- 4.1. Incoming visual inspection
- 4.2. Record parts and serial numbers
- 4.3. Blast clean and FPI
- 4.4. Moment weigh and computer chart distribution.
- 4.5. Perform final quality control inspection and Engineering approval.

- 4.6. Issue an Engineering evaluation report
- 4.7. Perform minor welding and blending on buckets
- 4.8. FPI repaired areas
- 4.9. **Chromide coat buckets (or equivalent corrosion protection for Type I & II Hot corrosion)**
- 4.10. Perform Heat treat as per OEM Specs.
- 4.11. Perform final quality control inspection and Engineering approval

5. Frame V - First Stage Nozzle Qty. 1 ring
 - 5.1. Receive in shop and identify
 - 5.2. Visual and dimensional inspection
 - 5.3. Record parts and serial numbers
 - 5.4. Remove segments from retaining ring
 - 5.5. Clean segments
 - 5.6. Remove covers and core plugs
 - 5.7. Heat treat per OEM specifications
 - 5.8. Perform NDT
 - 5.9. Issue a condition report and repair recommendations
 - 5.10. Prep segments for weld repair with “Nozalloy” weld wire
 - 5.11. Weld and ADH repair segments as required
 - 5.12. Heat treat segments per OEM specifications
 - 5.13. Install core plugs and covers
 - 5.14. Round out retaining ring and install segments
 - 5.15. **Apply TBC coating**
 - 5.16. Perform area check and harmonic analysis
 - 5.17. Install all hardware
 - 5.18. Final Engineering evaluation

6. Frame V - Second Stage Nozzle Qty 12
 - 6.1. Incoming dimensional and visual inspection.
 - 6.2. Record parts and serial numbers

- 6.3. Remove diaphragm segments from nozzle segments.
- 6.4. Remove core plugs.
- 6.5. Perform FPI inspection.
- 6.6. Pre weld heat treat nozzle segments.
- 6.7. Weld repair partition FOD's, weld repair sidewall and trailing edge cracks.
- 6.8. Repair diaphragm seals
- 6.9. Post weld heat-treat segments.
- 6.10. Al.Ox. clean segments and FPI all segments.
- 6.11. **Apply MCrAlY coating (for corrosion protection)**
- 6.12. Inspect all cooling holes.
- 6.13. Install core plugs and assemble diaphragm segments to nozzle segments.
- 6.14. Perform final Quality Control and Engineering approval.

PARTS HISTORY AND INFORMATION

Hot Section Run & Starts Data

Number of Cycles

1996 to 2002	[Starts 1,426	RUN HOURS 14,466]	Cycle 1 (GT5)
2003 to 2006	[Starts 1,543	RUN HOURS 7,004]	Cycle 2 (GT3)
2008 to 2011	[Starts 1,252	RUN HOURS 7,048]	Cycle 3 (GT5)
*2015 to 2023	[Starts 1,279	RUN HOURS 5,202]	Cycle 4 (GT3)

TOTAL HOT SECTION [Starts 5,500 RUN HOURS 33,720] Total

* Components currently still in unit.

Combustion Components Run & Starts Data

There is no tangible information readily available that can be used to effectively track the life of the combustion Liners and Transition pieces. However, there is evidence to show that the liners may have already done at least three cycles based on the number of repair markings inscribed on the liner bodies.

Part Numbers

- Combustion Liner – P/N: 224B9793G010
- Transition Pieces – P/N: 943E0237G003/F
- 1st Stage Bucket – P/N: 948E704P1H1
- 2nd Stage Bucket – P/N: 114E1988P2H1
- 1st Stage Nozzle – P/N: 948E0715G017
- 2nd stage Nozzle – P/N: 112E6621G001

APPENDIX V

Draft Contract

ARTICLES OF AGREEMENT

This CONTRACT made on the ___ day of _____, 2023 AMONGST JAMAICA PUBLIC SERVICE COMPANY LIMITED, a Company incorporated under the laws of Jamaica with its registered office at 6 Knutsford Boulevard, Kingston 5, Jamaica (hereinafter called "the Company", "the Owner", "JPS", "Buyer") of the ONE PART and _____ a company duly organized under the laws of _____ with principal place of business located at _____ (hereafter referred to as "the Contractor", "Seller") of the OTHER PART. JPS and the Contractor are herein sometimes referred to as the "Party" or collectively as the "Parties".

WHEREAS:

- A. JPS is engaged in the generation, transmission and distribution of electricity to residential, commercial and industrial customers in the Island of Jamaica pursuant to the *Electricity Licence, 2016*
- B. JPS owns and controls the Hunts Bay generating plant located along Marcus Garvey Drive in Kingston, Jamaica (hereinafter called the "Hunts Bay Power Station"). The Hunts Bay Power Station Gas Turbine Unit 5 (GT5) will be taken out of service to facilitate Hot Gas Path Inspection.
- C. JPS is desirous of engaging the services of a contractor to undertake the foregoing inspections and repair works and solicited proposals from various contractors by way of the Request for Proposal for Hot Gas Path Inspection of Gas Turbine Frame 6B Unit at Hunts Bay Power Station RFP # 956203 (hereinafter called the "RFP").
- D. The Contractor, having submitted a proposal in response to the RFP, has agreed to undertake the inspection and repair works particularized in the RFP as modified or clarified by the Proposal required by JPS in accordance with the terms and conditions of this Contract and, having relied on the Contractor's representation that it has the requisite competence, professional experience, skills, ability and technical resources, JPS has so agreed to engage the services of the contractor.
- E. The Contractor, having submitted a proposal in response to the RFP, has agreed to undertake the hot-gas-path inspection works for Gas Turbine Unit 5 (hereafter referred to as "GT5" or "Unit") particularized in the RFP as

modified or clarified by the Proposal required by JPS in accordance with the terms and conditions of this Contract and, having relied on the Contractor's representation that it has the requisite competence, professional experience, skills, ability and technical resources, JPS has so agreed to engage the services of the Contractor.

NOW THEREFORE IN CONSIDERATION of the above premises, the consideration and the mutual covenants **IT IS HEREBY AGREED** as follows:

1. Definitions

Unless the context otherwise specifies, the following terms whenever used in this Contract have the following meanings:

- a. "Authorized Representative" means in the case of either Party the person named at Clause 10 (*Authorized Representative*) in respect of each Party or his designee.
- b. "Business Day" means Monday to Friday and excludes any day on which the banks in Jamaica are not open to the public for business.
- c. "Completion Schedule" means the timeline for the performance of the Works as detailed in the schedule for performance of the Works as outlined in the Proposal, or such other schedule for performance as agreed to by the Parties in writing.
- d. "Conditions of Contract" means the terms and condition contained in Appendix 3 attached hereto.
- e. "Contract Price" means the compensation payable by JPS to the Contractor as consideration for the performance of the Works, as provided in Clause 11 (*Contract Price and Terms of Payment*).
- f. "Effective Date" means the date first mentioned in this Contract.
- g. "Mobilization Fee" means any prepayment payable to the Contractor in accordance with this Contract.
- h. "Permit-to-Work" means the authorization to commence work on the Unit following the successful completion of the lock-out tag-out process by the Parties.
- i. "Premises" means the Hunts Bay Power Station located in Montego Bay, St. James, Jamaica.
- j. "Proposal" means the Hot Gas Path Inspection on Gas Turbine Unit 5 at Hunts Bay Power Station [*Proposal Number*] submitted by the Contractor attached hereto in Appendix 2.

- k. "Purchase Order" means a purchase order issued by JPS to the Contractor in respect of the performance of the Works.
- l. "RFP" means the Request for Proposal for Hot Gas Path Inspection on GT 5 at Hunts Bay Power Station RFP# 956203 attached hereto in Appendix 1.
- m. "This Agreement" means this Contract to the exclusion of the Schedule and Appendices.
- n. "This Contract" means the terms and conditions set out in this Agreement, the Schedule and the Appendices.
- o. "Unit" means the Gas Turbine Unit GT 5 located on the Premises.
- p. "confirmed transmission" means the sender's receipt of a delivery receipt/confirmation from the electronic device used to send the electronic mail and or facsimile.
- q. "Warranty Period/Defects Liability Period" means the [applicable warranty period] from the acceptance of same by JPS in accordance with Clause 8 (*Completion & Acceptance*).
- r. "Works" means the services to be undertaken together with deliverables to be submitted by the Contractor as detailed in this RFP as modified or clarified by the Proposal.
- s. "Work Site" means the areas of the Premises as identified by JPS to the Contractor for the performance of the Works.

Works

2. The Contractor agrees to undertake the Works in accordance with the RFP, including without limitation the provisions of Clause 2 of the RFP and shall provide the requisite skilled and qualified labour, supervision, tools and materials. The Contractor shall perform the Works in accordance with the Completion Schedule. The Contractor shall be responsible for transporting all personnel of the Contractor to the Work Site.

3. JPS reserves the right to instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the Works in writing. The Parties agree that there shall be no variation in the Works in the absence of written approval by JPS and the agreement by the Parties on the applicable adjustment in the Contract Price, if any. In the event that JPS agrees to a variation in accordance with this Clause 3 (*Works*), the JPS shall issue a variation order detailing the agreed adjustment to the Contract Price and the description of the works to be undertaken.

Access to Site

4. The Contractor shall submit to JPS a list of all persons to be permitted access to the Work Site, which list shall include the job classification of each person. Upon receipt of this list JPS agrees to provide each person contained in the said list with an approved written gate pass which shall include the name of the Contractor, the name of the individual, the start date of the Works and the expiry date of the permission. The Contractor shall have access solely to the Work Site for the purpose of performing the Works and as per timeline and within the times, agreed to between the Parties, unless otherwise requested by JPS, solely for the purpose of performing the Works in accordance with the agreement between the Parties. The foregoing shall not prejudice the right of JPS to refuse and/or restrict access by the Contractor, its servants, agents or subcontractors to any aspect of the Work Site or the Premises. The Contractor, its servants, agents or subcontractors shall not be permitted access to any aspect of the Premises outside of the Work Site unless express authorization is provided by the JPS Authorized Representative.

5. The Contractor shall ensure its employees, servants, agents, contractors and/or sub-contractors do not take onto the Premises felonious weapons or alcohol or illegal substances, and refrain from smoking in non-smoking areas, and do not display disruptive or boisterous behaviour. JPS reserves the right to issue directions to the Contractor requiring the exclusion from participation in the Service and deny access to the Premises, any person employed, contracted or otherwise engaged by the Contractor, after discussion with the Contractor.

Duration

6. The Contractor agrees that the Works shall commence on the date on which JPS issues the Permit-to-Work to the Contractor and shall be completed in accordance with the Completion Schedule.

7. The Parties agree that all dates and periods of time referred to in this Contract shall be of the essence unless the Parties agree in writing that any date or period of time herein may be varied in any instance. Where a date or period of time has been varied in accordance with this Clause, the Parties agree that this Clause shall apply to any other date or period of time agreed upon by the Parties. No waiver and/or variation under this Clause shall operate as a waiver and/or variation of any other date or period of time unless otherwise agreed upon in writing by the Parties. The Contractor shall be liable to pay to JPS a sum equivalent to US\$15,000.00 per day of delay up to a maximum of 5% of the value of the Purchase Order for delays in respect of the completion of the Works beyond the agreed date for completion as stated in the Completion Schedule; provided that such delay in completion is not attributable to the negligence of JPS. The Completion Schedule shall be adjusted for any delays solely caused by JPS, third parties directly contracted by JPS, changes in work scope authorized by JPS which result in a change in the Completion Schedule agreed to by the Parties, and any other delays in performance of the Work for which an extension of time for performance is permitted in accordance with this

Agreement. The Contractor agrees that the liquidated damages provided herein are a reflection of the damage to be incurred by JPS as a result of the delay in completing the Works and not a penalty.

Completion and Acceptance

8. The Contractor shall notify the JPS Authorized Representative when the Unit is mechanically complete (ready for turning gear) and of the proposed time and date for recommissioning of the Unit. The JPS Authorized Representative shall be present during the recommissioning exercise. The Contractor shall not conduct the recommissioning in the absence of the JPS Authorized Representative. Upon completion of the Works the Contractor shall immediately notify the JPS Authorized Representative of completed Works in accordance with Clause 4.5.1 of the Conditions of Contract. The JPS Authorized Representative shall inspect the Works. The Works shall not be deemed to have been completed until JPS certifies the completion in accordance with Clause 4.5.3 of the Conditions of Contract. Notwithstanding anything herein provided, the acceptance of the Works by the JPS Authorized Representative shall not relieve the Contractor from liability in the event of any defect identified in the Works after such acceptance of same and any loss or damage to any person or property arising out of the Works.

9. In the event that any aspect of the Works is reasonably rejected by JPS, the Contractor shall correct the reason for rejection within a reasonable time at its own risk and expense.

Authorized Representative

10. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed by either Party's Authorized Representative. The Contractor agrees that its Authorized Representative or his designated representative must always be present at the location during the performance of the Works. The Authorized Representative with respect to either party shall be as follows:

- a. On behalf of JPS by the Engineer, Arthur Barrows or his designated representative.
- b. On behalf of the Contractor by _____, or his/her designated representative.

Contract Price and Terms of Payment

11. The Parties agree that the total fixed value of the Works to be provided shall be *[Contract Price]* as detailed the Proposal. The Contract Price, including the Mobilization Fee shall be payable in accordance with the Proposal Letter in the Proposal. All undisputed invoices shall be payable within *[Agreed Payment Terms]*.

Independent Contractor

12. Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between JPS and the Contractor. The Contractor, subject to the agreement between the Parties, shall have complete charge of the method of performance of the Works and the persons performing the Works. The Contractor shall be fully responsible for any and all actions or omissions on the part of its servants, agents or by them or for and on their behalf hereunder by any subcontractor and shall be responsible for all statutory deductions made on their behalf.

13. The Contractor agrees that it shall not represent that it is granted any right or authority to make any representation or warranty or assume or create any obligation or responsibility, express or implied, for, on behalf of, or in the name of JPS, to incur debts for JPS or to bind JPS in any manner whatsoever. No agent or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or the agreement between the Parties not set forth herein or in accordance with the agreement between the Parties.

JPS' Instructions

14. JPS may issue written instructions, which the Contractor shall forthwith, carry out. If instructions are given orally they may, in three (3) days be confirmed in writing by JPS. If within three (3) days after receipt of a written notice from JPS requiring compliance with an instruction the Contractor does not comply therewith then JPS may employ and pay other persons to carry out the said instructions and all cost incurred thereby may be deducted by JPS from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by JPS as a debt.

Control of Works

15. The Contractor shall at all times have trained and competent persons in charge of the performance of the Works. Any instructions given to the Contractor by JPS shall be given to the Contractor's Authorized Representative and shall thereby be deemed to have been issued to the Contractor.

Warranty

16. The Contractor shall at all times have trained and competent persons in charge of and performing the Works and any instructions given to him by JPS shall be deemed to have been issued to the Contractor. The Contractor further warrants that it has experience in performing tasks of the nature and type required under this Contract.

17. The Contractor warrants that the Works performed shall be of the highest quality of workmanship conforming to the standards of JPS and recognized industry standards, including but limited to the Technical Specifications and Procedures. The Contractor further warrants that the materials provided by the Contractor shall be of the highest quality and free from defects.

18. The Contractor warrants that the Works provided under this Contract shall be free from defects in workmanship. Any defects in the Works identified by JPS during the Warranty Period shall be corrected by the Contractor within a reasonable time after notification of the defect at the sole cost of the Contractor.

Termination by JPS

19. JPS may, without prior notice to the Contractor forthwith terminate this Contract in any one or more of the following respects:

- a. If the Contractor without reasonable cause fails to proceed diligently with the Works or wholly suspends the carrying out of the Works before completion of this Contract.
- b. If the Contractor refuses or neglects to comply with a notice, whether oral or written, from JPS requiring him to remove and replace defective aspect of the Service or improper materials or goods.
- c. If the Contractor becomes bankrupt or makes any composition or arrangement with his creditors or has possession taken by or on behalf of any creditor of any property, the subject of a charge.
- d. If the Contractor's standard of workmanship is reviewed by JPS and found to be of a sub-standard quality.

20. JPS may terminate this Contract without cause upon giving the Contractor three (3) days prior written notice.

Consequence of Termination

21. Upon termination of this Contract, the Contractor shall, at its cost, immediately return to the JPS Authorized Representative all documents, drawings, security passes, documentation, materials and equipment provided to the Contractor by JPS to facilitate the performance of the Works and vacate the Premises. The Contractor shall also immediately remove its equipment and tools from the Premises and JPS shall be responsible for transporting such equipment and materials therefrom, including all costs associated with such removal. All previous Works completed prior to termination will be assessed and payment for same shall be made to the Contractor; save and except where the value of the Works rendered

does not exceed the value of the Mobilization Fee received by the Contractor, the Contractor shall refund to JPS the balance of the monies paid upon receipt of the demand for payment from JPS. The right of determination by JPS shall be without prejudice to any other rights or remedies which JPS may possess.

Assignment

22. The Contractor shall not assign or in any way part with its rights and/or obligations under this Contract or the Works or any part thereof without the prior written consent of the JPS Authorized Representative or his designated representative.

23. Where consent is given in accordance with Clause 22 (*Assignment*) the Contractor shall bind all assignees and/or subcontractors by the terms and conditions of this Contract and the Contractor agrees that it is entirely responsible to JPS for any and all acts or omissions on the part of the assignee and/or subcontractor and all persons directly or indirectly employed or contracted by them.

Liability and Indemnity

24. The Contractor shall be liable to JPS for the performance of the Works in accordance with the provisions of this Contract and for any loss or damage suffered or expense incurred by any person whatsoever whether directly or indirectly attributable to the provision of or the failure to provide or properly provide the Works hereunder or the acts or omissions of the Contractor, its servants, agents, contractors and/or subcontractors; provided that the Contractor shall not be liable for any loss or damage suffered or expense incurred by JPS if such loss damage or expense is in any way attributable to the negligence of JPS, its servants, and/or agents.

25. The Contractor shall indemnify and hold harmless JPS in respect of any and all claims for damages or any loss or injury or costs or legal expenses incurred, including but not limited to any matter reasonably settled by JPS, where such claims, loss, damage, injury, costs or legal costs arise as a result of the Contractor's performance or non-performance of the Works or the act or omission of the Contractor, its servants, contractors, sub-contractors and/or agents or contractors; provided that the Contractor shall not be liable for any loss or damage suffered or expense incurred if such loss damage or expense is in any way attributable to the negligence of JPS, its servants, and/or agents.

26. The Contractor shall have complete responsibility and control of the Works and its servants, agents, contractors and shall be liable for any loss, damage or injury sustained. Subject to the terms and conditions of the agreement between the Parties, the Contractor shall not authorize or permit any JPS person to enter the Work Site or any other area of land in which the Works is being performed provided that authorization has not been issued by JPS to the contrary. The Contractor shall indemnify and hold JPS harmless from any and all losses, damages, claims, causes of action, liabilities, cost or expense, including without limitation legal fees, claimed by any person for property damage and/or bodily injury, including death, to the extent caused by the acts, negligence, omission or default or willful misconduct of the Contractor, its

servants, agents or contractors except if such injuries or death of damage to property is caused solely by JPS' negligence, omission, or willful misconduct.

Limitation of Liability

27. The total cumulative liability of either party to this Contract to the other party shall be limited to 100% of the Contract Price for non-insurable liability. As for insurable events, liability will be limited to the value of insurance whether such liability is at law or in equity and whether it is based in tort, contract, warranty, strict liability or otherwise arising from this Contract; provided that such value shall not be less than the Contract Price. Such limitation of liability shall not apply to (1) any claims of JPS for damages suffered as a result of the Contractor's fraud, willful misconduct, or deliberate acts or (2) any claims of the Contractor for indemnification relating to an act or omission of JPS or claims of the Contractor for damages suffered as a result of JPS fraud, willful misconduct, or deliberate acts. Unless expressly stated in this Agreement, nothing in the Proposal shall be deemed to limit or otherwise prejudice the rights and remedies of the Parties under this Contract, at law or in equity.

28. In no event shall either party be liable to the other (whether as a result of breach of contract or warranty, tort (including negligence), strict liability or otherwise) for incidental, exemplary or consequential damages (other than death or bodily injury), including but not limited to loss of profits or revenue, loss of use of equipment or associated equipment, facilities or services, damages suffered as a result of the loss of use of its power system or production facilities, cost of purchased or replacement power, downtime costs, fines or penalties imposed by governmental authorities or claims of customs for such damages.

Insurance

29. The Contractor shall (i) obtain and maintain, and shall cause any subcontractor to obtain and maintain, at their (or the subcontractor, as the case may be) own cost, (a) employer's liability insurance coverage for all staff engaged by the Contractor with a minimum limit of US\$75,000.00 in equivalent any one occurrence; (b) public liability insurance coverage against risk of loss, damage and injury to person and property, including death which may be incurred, with a minimum limit of US\$76,000.00 equivalent any one occurrence; and (ii) at JPS' request, shall provide evidence to JPS showing that such insurance coverage has been obtained and maintained and that the current premiums therefore have been paid.

Confidentiality

30. The Contractor acknowledges that this Contract and all information, documents and data provided by JPS or generated by the Contractor during the performance of the Works and all information regarding the Hunts Bay Power Plant, its layout, design, operation and maintenance, is confidential information of JPS (collectively, the "**Confidential Infor-**

mation”). The Contractor shall take reasonable efforts to protect the confidentiality of the Confidential Information (efforts which are at least equivalent to the efforts the Contractor takes to protect its own confidential information) and shall not use or disclose Confidential Information without the prior written consent of JPS’ Authorized Representative or his designated representative. This Clause shall survive the termination of this Contract.

Force Majeure

31. No party to this Contract shall be held in any way responsible for any failure to perform its obligations under this Contract if such failure has been caused (directly or indirectly) by circumstances beyond the control of the defaulting party. Such circumstances shall include but shall not be limited to act of God, war, riot, industrial action, or civil unrest (which circumstances are hereinafter called “Force Majeure”) PROVIDED that such circumstances are not due to the negligence of the defaulting party, its employees, subcontractors, or agents and/or could not have been foreseen and protected against by the Contractor.

Safety and Protection of the Environment

32. The Contractor shall, throughout the duration of this Contract comply with JPS’ health, safety, security and environment policies, the JPS Generation Lock Out Tag Out procedure and the JPS personal protective equipment standards, Safety and Health Procedures attached hereto at Appendix 4 and the JPS Generation fall protection procedure, in force at the time of performance of the Services, which shall be incorporated herein by reference, and have full regard for the safety of all persons entitled to be upon the Premises and keep the Work Site (so far as is under his control) in an orderly state appropriate to the avoidance of danger to persons whether working for the Contractor or found on the Premises. JPS shall provide the Contractor with a general safety briefing of basic safety and power plant regulations to be observed while on the Premises. It shall be the responsibility of the Contractor to disseminate the provisions of the JPS’ health, safety, security and environment policies and the safety briefing to its employees, servants, agents, contractors and sub-contractors, and to ensure their compliance with same at all times while maintaining a presence on the Premises. Having full regard for the safety of all persons entitled to be upon the Work Site and the Premises, the Contractor shall provide each such individual with steel toed boots, helmet, earmuffs, and safety glasses, which gear must be worn at all times while on the Premises. The Contractor shall also ensure that he provides fall protection for each servant, agent or contractor who shall be required to perform Services at a height of a minimum of four (4) feet above ground level. The Contractor shall erect and properly maintain at all times as required by the condition of the Works all necessary safeguards for the protection of its servants, agents, contractors or any other person in the vicinity of the site of the Work. JPS reserves the right to suspend the Services, at no additional cost to JPS, where the Contractor, its servants, agents, or contractors, are observed to be in breach of the provisions of this Clause. The Contractor shall provide JPS with a safety plan for the performance of the Services for approval by JPS prior to the commencement of the Services at the Premises.

33. The Contractor shall verbally notify JPS of all accidents or loss or damage to person or property during the shift in which the incident occurs. A written report shall be submitted by the Contractor to JPS within twenty-four (24) hours of the occurrence thereof, giving all the requisite details in a written report as soon as is reasonably practicable.

Settlement of Disputes

34. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

35. In the event that the Parties fail to settle any dispute in accordance with Clause 34 (*Settlement of Disputes*) the Parties may refer the said dispute in accordance with the Arbitration Act of Jamaica.

36. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator. The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the General Legal Counsel to appoint the sole arbitrator for the matter in dispute.

37. In any arbitration proceeding hereunder:

- a. Proceedings shall, unless otherwise agreed by the Parties, be held in Kingston, Jamaica;
- b. The English Language shall be the official language for all purposes;
- c. The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of enforcement; and
- d. The parties agree to equally share the cost of the arbitration and shall be responsible for their own costs incurred in the proceedings.

Notices

38. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, electronic mail or facsimile to such Party at the following address, with the exception of notices pursuant to Clauses 19 and 20 (*Termination by JPS*) which shall not be deemed delivered if transmitted by electronic mail:

For JPS: Jamaica Public Service Company Limited

6 Knutsford Boulevard

Kingston 5

ATTENTION: Ruben Thomas

Telephone Number: 876-878-3646

Facsimile: 876-952-3406

E-mail: ruthomas@jpsco.com

With Copy to: Arthur Barrows,

arthurbarrows@jpsco.com

For Contractor: _____

ATTENTION: _____

Telephone Number: _____

Facsimile: _____

E-mail: _____

39. Notice shall be deemed to be effective as follows:

- a. In the case of personal delivery or registered mail, on delivery;
- b. In the case of electronic mail, eight (8) hours following confirmed transmission and where sent after five (5) p.m. notice is deemed to have been given at eight thirty (8:30) a.m. the following Business Day; and
- c. In the case of facsimiles, two (2) hours following confirmed transmission and where sent after five (5) p.m. notice is deemed to have been given at eight thirty (8:30) a.m. the following Business Day, In the event a party changes its address for notice hereunder that party must give to the other party written notice of the said change in accordance with this clause.

Amendments

40. The Parties agree that no variation, changes or alterations shall be binding on the Parties unless the said variation, change or alteration is evidenced in writing and signed by the Parties hereto.

Waiver

41. No waiver whether express or implied by either Party shall be deemed as waiver or consent to any subsequent breach of this Contract. Nor shall any failure to exercise and/or delay in exercising any right or remedy under this Contract or as provided by the laws of Jamaica operate as a waiver of such right or remedy.
42. No waiver shall be binding for any purpose unless put in writing and signed by the Authorized Representative. Any waiver of any particular provision hereof shall not be deemed to be a waiver in the future of the same or any other provision of this Contract.

Governing Law

43. The rights and obligations of the parties hereto and the construction and effect of this Contract shall be governed by and construed in accordance with the Laws of Jamaica and each party agrees to submit to the exclusive jurisdiction of the Courts of Jamaica.

Entire Agreement

44. This Agreement together with the recitals, preliminary statements and Appendices hereto, inclusive of any and all amendment thereto agreed upon in writing and signed by the Authorized Representative or his authorized representative, contain all covenants, stipulations and provisions agreed by the Parties. In the event of a conflict between the provisions of this Agreement and/or the Appendices herein, the following order of precedence shall prevail: (1) this Agreement; (2) the Conditions of Contract; (3) the RFP; and (4) the Proposal. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or Contract not set forth herein or in accordance with this Contract. Notwithstanding anything to the contrary in the Proposal, the obligations of the Contractor to perform the Works shall commence with the execution of this Agreement and/or the issuance of a Purchase Order.

Interpretation

45. Headings contained in this Contract are for reference purposes only and shall not be incorporated into this Contract and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
46. All agreements on the part of either of the Parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this Contract shall include all genders and the plural and the successor in title to the Parties.

Severability

47. If any provision, or part thereof, of this Contract shall be prohibited by or judged by a court to be invalid or void or unenforceable then such provision or part thereof shall be severed from this Contract. The remaining provisions of this Contract shall not as far as possible be changed or amended or modified and all other terms and conditions not so severed shall continue in full force and effect to the fullest extent permitted by law.

Counterpart

48. This Contract may be executed in several counterparts, each of which is an original, but all of which together constitute one and the same Contract. Facsimiles of such counterparts shall be deemed an original for the purpose of execution of the Contract.

APPENDIX 1

RFP

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APPENDIX 2

PROPOSAL

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APPENDIX 3

CONDITIONS OF CONTRACT

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