



Jamaica Public Service Company
Supply of Smart LED Street Lights
Request for Proposals

RFP# 1028587

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Note: In this document, the following terms are used interchangeably and have the same meaning:

- 1. Request for Proposals/Bidding Document
- 2. Bid/Proposal
- 3. Bidder/Offeror
- 4. Supplier/Vendor

SECTION I: INTRODUCTION AND BACKGROUND

1. INTRODUCTION

1.1 The Jamaica Public Service Company Limited (JPS) seeks qualified offers from manufacturers or Authorised manufacturer's representatives to supply the company with Smart Streetlights.

2. BACKGROUND

2.1 JPS is a vertically integrated electric utility company, and the sole distributor of electricity for the Island of Jamaica. The Company is engaged in the generation, transmission and distribution of electricity, and also purchases power from a number of independent power producers (IPPs).

2.2 Marubeni Corporation of Japan and East West Power Company (EWP) of Korea, are majority shareholders (40% each), with joint ownership of eighty percent of the shares in JPS. The Government of Jamaica and a small group of minority shareholders own the remaining (20%) shares.

2.3 JPS serves about 690,000 residential, commercial and industrial customers, through a workforce of approximately 1,600 employees and a network of field offices throughout the island. The Company owns and operates three (3) power stations, eight (8) hydroelectric plants, one (1) wind park, fifty-four (54) substations, and approximately 14,000 kilometers of distribution and transmission lines. The total installed generating capacity is 789 MW. The company owns 80%, or 621.0 MW of this capacity and the Government of Jamaica has granted JPS the license to build, own and operate 190MW natural gas (LNG) fired combined cycle power plant. The remaining 168MW is owned by independent power producers (IPPs). The company also manages and operates the transmission and distribution system.

2.4 Along with the provision of electricity supply, 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.

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

2.6 The Office of Utilities Regulation (OUR) has regulatory authority for JPS' operations.

2.7 Street Light Operating Environment

Streetlights are intended for use all across Jamaica which includes areas of moderate to very high contamination; and are frequently located less than 50 meters from the coast line, sometimes directly exposed to salt spray from the ocean. Pollutants from mining, bauxite and other industrial operations are present in several zones across the country. Average ambient temperatures are 25° C to 38° C.

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1. SCOPE OF BID

- 1.1. The Purchaser issues this RFP # 1028587 for the procurement of Goods as specified in Section VII, Supply Requirements.
- 1.2. Unless otherwise stated, throughout this RFP definitions and interpretations shall be as prescribed in Section VIII, General Conditions.

2. SOURCE OF FUNDS

- 2.1. The Jamaica Public Service Company Limited (JPS) will fund the purchase of LED Streetlights.
- 2.2. An International Bank mutually agreed between JPS and the successful tender will effect payments to the Contractor.

3. ELIGIBLE BIDDERS

- 3.1. (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 Authorised by the goods' manufacturer or producer to supply the goods in the Purchaser's county.

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

4. Sections of RFP/Bidding Document**PART 1 Bidding Procedures**

- Section I. Introduction & Background
- Section II. Instruction to Bidders & Administrative Instructions (ITB)
- Section III. Evaluation and Qualification Criteria
- Section IV. Points of Contact
- Section V. Intellectual Infringement & Royalties
- Section VI. Bidding Forms

PART 2 Requirements

- Section VII. Supply Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII. General Conditions of Contract (GC)
- Section IX. Special Conditions of Contract (PS)
- Section X. Contract Forms

PART 4 Appendices

- Section XI. Appendices

- 4.1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the

Bidding Document may result in the rejection of the bid.

5. Cost of Bidding

- 5.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid including the provision of samples required for testing, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Language of Bid

- 6.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the Bid, such translation shall govern

7. Documents/Items Comprising the Bid

- 7.1. The Bid shall comprise the following:

- (a) Letter of Bid in accordance with ITB 9;
- (b) Completed Schedules, as provided in Section VI;
- (c) Bidding Forms, completed in accordance with ITB 9 and ITB 11;
- (d) at the Bidder's option, alternative proposals, if permissible, in accordance with ITB 10;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 15.2 and ITB 18;
- (f) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section VI, Bidding Forms;
- (g) documentary evidence establishing the conformity of the Goods and Related Services offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section VI, Bidding Forms;
- (h) in the case of a bid submitted by a JVCA, JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners; and

8. Letter of Bid and Price Schedules

- 8.1. The Bidder shall submit the Letter of Bid and Price Schedules using the forms furnished in Section VI, Bidding Forms. These forms must be completed without any alterations to their format. All blank spaces shall be filled in with the information requested.

9. Alternative Bids

- 9.1. Unless otherwise indicated, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.
- 9.2. Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Purchaser's requirements as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Purchaser.

10. Bid Prices and Discounts

- 10.1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 10.2. Unless otherwise provided for in the General Conditions of Contract (GC), the prices quoted by the Bidder shall be fixed.
- 10.3. The price to be quoted in the Letter of Bid in accordance with ITB 9.1 shall be the total price of the Bid excluding any discounts offered.
- 10.4. The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 11.
- 10.5. Prices shall be quoted as required in each Price Schedule included in Section VI, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.
- 10.6. Prices shall be specified as the price of the Goods, quoted CIF, named place of destination, in the Purchaser's Country.
- 10.7. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

11. Currency of Bid

- 11.1. The currency of the bid is United States dollars. The currency of the Bid and the currency of payments shall be the same.

12. Period of Validity of Bids

- 12.1. Bids shall remain valid for a period of 90 days after the bid submission deadline date prescribed by the Purchaser. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 16.3). A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. In exceptional

circumstances, the Company may solicit the Offeror's consent to an extension of the period of validity. The request and responses thereto shall be made in writing.

13. Format and Signing of Bids

- 13.1. 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:
- 13.1.1. Basic Client Guide <https://citrix.sharefile.com/share/view/s1bff52f8d434781a>
- 13.1.2. Training (video) <https://www.sharefile.com/support/training>
- 13.2. The Activities are guided by the dates stated in the Calendar of Events highlighted in section 16.3. Observing these dates,
- 13.2.1. Respondents must confirm their intention to bid in order to be setup in JPS ShareFile folder
- 13.2.2. Access to individual vendor folders will be given 1 weeks before the bid closes to eliminate any issues for bid upload by RFP deadline.
- 13.2.3. Files must be accurately labelled/named in a PDF format. Commercial Information must be a separate file from your Technical Overview.
- 13.2.4. ShareFile Access will be removed when the bid closes
- 13.3. A bid submitted by a JVCA shall comply with the following requirements:
- (a) be signed so as to be legally binding on all partners; and
- (b) include the Representative's authorisation consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.
- 13.4. Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 13.5. Samples shall be the sole property of JPS. JPS will not return samples before or after field tests regardless of the results of said field tests.

14. Submission of Bids

- 14.1. Copies, Labelling & Submission Date:
- 14.1.1. Only Electronic submissions will be accepted, using ShareFile by Citrix.
- 16.1.4 All samples of the proposed LED Fixtures/luminaire shall be submitted to the address below on/before September 23, 2025.
- 16.1.5 Each package shall be labeled:

**Supply of LED Streetlight Fixtures: Purchasing and Customs
Jamaica Public Service Company Limited Security-Front Desk
113 Washington Boulevard, Kingston 20, Jamaica
RFP# 1028587 Sample Fixture**

16.2 Incoterm:

16.2.1 International Commercial Terms (Incoterms) should be clearly stated, shall be as per the International Chamber of Commerce (ICC) and must comply with the terms of this RFP.

16.2.2 All products are to be quoted incoterms 2020 CIF Kingston Jamaica in United States Dollars. No additional allowance shall be made for shipping except where the JPS requires and requests special shipping. It is the responsibility of the supplier to ensure safe delivery to the designated location in Jamaica within the allowed times.

16.3 Deadline for Submission of Bids:

16.3.1 The deadline for submission of bids is Eastern Standard Time 11:59pm on Tuesday September 23, 2025.

ACTIVITY	Due Date	RESPONSIBILITY
RFP notice issuance date	<i>August 26, 2025</i>	JPS
RFP questions due to JPS	<i>September 2, 2025</i>	Offeror
Final date to respond to all questions	<i>September 9, 2025</i>	JPS
Bidder Provide intention to Bid	<i>September 12, 2025</i>	Offeror
Deadline for submission of Samples under RFP to JPS (where required)	<i>September 23, 2025</i>	Offeror
Deadline for submission of bids under RFP to JPS	<i>11:59pm EST September 23, 2025</i>	Offeror
Opening of Bids (Technical Proposal)	<i>September 24, 2025</i>	JPS

16.3.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document/RFP in accordance with ITB 16.7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

16.4 Late Bids and Non-Conforming Bids

16.4.1 Any bid received by the Company after the deadline for submission of bids prescribed by the Company, pursuant to ITB 16.3, will be rejected.

16.4.2 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. Offerors 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.

16.5 Withdrawal or Modification of Bids

16.5.1 An Offeror may withdraw or modify a submitted bid at any time up to the deadline for submitting bids. To withdraw or modify a bid, the Offeror must submit a written request

electronically, or via fax, signed by an Authorised representative, to JPS before the deadline for submitting bids. After withdrawing a previously submitted bid, the Offeror may submit another bid at any time up to the deadline for submitting bids

16.6 Confidentiality

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

16.7 Cancellation and Amendments

16.7.1 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 Offeror, modify the bidding documents by amendment. JPS also reserves the right to cancel the RFP at any time at its own discretion at which time due notice will be given to prospective bidders.

16.8 Clarifications

16.8.1 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 Offerors. 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 Offeror 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.

Any questions or clarifications in relation to the bid document must be submitted by date outline in section 16.3 via email only. JPS will provide the response to all clarification to all invitee to bid by date specified in section 16.3.

16.9 Other Submission Requirements

16.9.1 The submission of a proposal will be considered as a representation that the Offeror has carefully investigated all conditions which may affect or may, at some future date, affect the Offeror's performance of the services as described in this RFP and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with and will abide by all Jamaican laws and regulations which in any way affect the performance of the services or persons engaged or employed in the performance of the services.

16.9.2 All Offerors must sign and submit the Covenant of Integrity included in Appendix 1.

16.9.3 All Offerors must be guided by the Governing Law, Regulations and Code of Ethics at Appendix 3.

16.9.4 All Offerors or their Authorised representative shall prepare and sign a cover letter confirming their understanding of the RFP including the following provisions for the

contract:

- (i) Project scope of work;
- (ii) Detail the option they are responding to;
- (iii) Insurance, warranty, and indemnity requirements; and
- (iv) Submission of the letter shall constitute a representation by the Offeror that it is willing and able to perform one of, some, or all the services described in this RFP and as detailed in their submitted proposal.

16.9.5 Offeror shall provide a narrative description of its offer detailing the Offeror's understanding of JPS's intent and objectives and how their offer helps JPS achieve those objectives. It must discuss the Offeror's plan for implementing, effectuating and monitoring the described services, including any proposed approach to project management, strategies, tools and safeguards for ensuring performance of all required facilities as well as any additional relevant factors for JPS's consideration as applicable to the offer tendered.

16.9.6 Provide a listing and description of at least three (3) similar projects with a minimum of 20,000 units commercially installed and fully operational in one deployment in a geographic region with similar environmental characteristics to Jamaica within the past five years by the Offeror. Indicate when the project was awarded, the scope of the project and when it was completed. Include project references. Provide a list of all projects with brief description of the scope completed with contact information for each in the past five (5) years. Descriptions for each project should be limited to one page for each location. Experience will not be considered unless complete reference information is provided. At a minimum, the following information must be included for each reference project:

- (a) Client name, address, contact person name, telephone, and email address;
- (b) Description of services provided similar to the service(s) outlined in this Request for Proposals;
- (c) Identify service(s), if any, that were subcontracted, and to what other company(ies);
- (d) The total USD value of the project; and
- (e) The Project term (start and expiration).

NOTE: JPS may solicit relevant information concerning Offeror's record of past performance from previous clients, or any other available sources.

16.9.7 Offeror must present specific expertise for this proposal and demonstrate how the Offeror's products/solutions would best serve JPS.

16.9.8 Respondent must present information regarding the Offeror's standards and processes

used to adhere to quality and JPS required schedule.

16.9.9 Offeror must provide the name and involvement of any sub-Offeror/Contractor if applicable to be utilized on the project, including:

- (a) A clear description of how responsibilities will be divided;
- (b) A description of previous collaborations between the specific entities involved; and
- (c) Location of manufacturer of the offered product(s).

16.9.10 Offeror is required to prepare and submit a brief description of the Offeror's firm, company, or corporation, which must include:

- (a) Name, mailing address, email address, telephone number and fax number of the primary contact person for firm.
- (b) A brief description of firm, number of years in business, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners.
- (c) Names top 5 executives, their tenure, experience, qualifications etc.
- (d) Provide a discussion on the ability of this Offeror to provide goods and services on a timely basis. List any current or anticipated commitments that may impact the Offeror's ability to meet required timelines proposed for this project.
- (e) Financial statement demonstrating Offeror's financial capability to undertake and complete the project and to provide the warranty services for the full ten year period (except as otherwise may be noted in the technical requirements of this RFP (e.g. gateway).
- (f) Audited financial statements for past 3 years (2022, 2023 and 2024).
- (g) State any potential conflicts of interest. Include any employment or other relationship your firm has with regulating agencies, or any other entity, which may be perceived as a conflict of interest. Explain why any such conflicts of interest would not impact this project.
- (h) A copy of any resolution or some other form of authority, signed by a Chief Executive Officer, Corporate Secretary, or managing partners, which lists the specific officers who are Authorised to execute agreements on behalf of the Offeror.

16.9.11 Any Offeror who during the due diligence portion of the evaluation process is found to have unsatisfactory references or questionable ethical practices that do not comply with 3.1 will be disqualified at the sole discretion of JPS.

16.9.12 Disqualification for Inappropriate Contact - Any attempt on the part of an Offeror or any of its employees, agent, Supplier/Supplier/Contractors or representatives to contact any of the following persons with respect to this RFP or the Services outside of the formal channels for communication set out in this RFP prior to contract award may lead to disqualification:

- (a) Any member of the evaluation team except the referenced POC;
- (b) Any member of the Jamaican government or JPS regulatory authority;
and
- (c) Any other member of the JPS staff.

17. Omissions

17.1 Any Offeror finding any discrepancy in or omission from this RFP, in doubt as to the meaning of any provision(s) herein, or feeling that the RFP is discriminatory, shall notify the JPS point of contact within the Procurement Office in writing immediately but not less than within seven working (7) days prior of the scheduled opening of proposals.

17.2 Inquiries and exceptions taken by proponents in no way obligate JPS to change the RFP, however any interpretations given by the JPS Procurement Office and any changes made to the RFP will be reflected in addenda duly issued by the JPS Procurement Office.

17.3 JPS will assume no responsibility or liability for oral instructions or suggestions. All official correspondence in regard to the RFP should be directed to the JPS Procurement Office.

18. Authorised Signatories

18.1 All proposals must be signed by an Authorised signatory of the Offeror.

19. Opening of Bids

19.1 Proposals will be privately opened and will be kept strictly confidential.

20. Bid Evaluation and Comparison

20.1 Correction of Arithmetical Errors:

20.1.1 Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors as indicated in Section III. Evaluation and Qualification Criteria

20.1.2 If a Bidder does not accept the correction of errors, its bid shall be declared non-responsive and its Bid Security shall be forfeited.

20.2 Bid Evaluation and Comparison:

20.2.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous/ Preferred Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

20.2.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for the items specified in the Bidding forms and the Bid Price as quoted in accordance with ITB 11;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 20.1;
- (c) price adjustment due to discounts offered in accordance with ITB 11.4;
- (d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

20.3 Qualification of Bidder:

20.3.1 Offeror must be primarily engaged and experienced in providing one or more of the services as outlined.

20.3.2 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

20.3.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 20.3.

20.3.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

20.4 Purchaser's Right to Accept any Bid and to Reject any or all Bids:

20.4.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders

21. Award of Contract

21.1 Award Criteria

21.1.1 Subject to ITB 20.4, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest price evaluated bid and is substantially

responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. JPS reserves the right to invite any or all Offerors to make an in-person presentation. The cost of such presentation and the preparation of the bids would be the sole responsibility of the Offerors.

- 21.1.2 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Services originally specified in Section VII, Supply Requirements, provided this does not exceed the percentages specified, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.

21.2 Notification of Award

- 21.2.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted.

- 21.2.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 21.2.3 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

21.3 Signing of Contract

- 21.3.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.

- 21.3.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

- 21.3.3 Upon the successful Bidder's furnishing of the signed Contract Agreement and Performance Security pursuant to ITB 21.4, the Purchaser will discharge its Bid Security, pursuant to ITB 14.

21.4 Performance Security

- 21.4.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form.

- 21.4.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

1. Submission Compliance

As defined in ITB 8, the Bidder must provide the following documentary evidence to establish the conformity of the *Goods*.

- *See Section VI – Bidding Documents*
- *See Section VI - Supply Requirements.*

The Bidder shall submit with its bid the following additional documents/items:

- *See Section VI – Bidding Documents inclusive of EIB Covenant of Integrity*
- *See Section VI – Statement of Compliance with JPS Guidelines for Ethical Business Conduct*

Furthermore the Bidder will submit with or separately to the evidence above sample(s) of the proposed product(s):

- *See Section VI – Samples of the proposed product(s) shall be submitted separately to the above Bid documents for new supplier of the item.*

2. Technical Compliance

The table in Appendix 2 indicates and summarizes the technical requirements for this RFP against which compliance will be measured. In addition, **bids must materially comply with JPS’s “Technical Specifications – General Requirements” which are posted on JPS’s website at <https://www.jpsco.com/rfp/>.**

3. Most Advantageous/Preferred Bid

The Purchaser shall use the criteria and methodologies listed in paragraph 4 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to:

- (a) Meet the Technical qualification criteria; and
- (b) Provide the best Price and;
- (c) Provide the best Lead Time/Delivery Period

4. Evaluation, Selection Process And Proposal Outline

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. *In accordance with ITB 28 no other factors, methods or criteria shall be used.* All proposals received in response to this Request for Proposals will be reviewed by JPS selected staff and such other JPS personnel as JPS may in JPS’s sole discretion include. Technical experts contracted by JPS may also be consulted.

All bids must completely satisfy the technical requirements of this RFP to be considered. The review and selection committee will consider the following Evaluation Factors:

4.1. **Technical Requirements**

- 4.1.1. Compliance with the specifications - Did the Offeror address every required specification and indicate if their system was in material compliance, Did they offer better specifications than the minimum and to what extent?
- 4.1.2. Interoperability with other equipment - Is their equipment compatible with multiple systems specified in Section VI, Supply Requirements. As an example, will the light work with any control device designed for the 0-10v dimming ballast?
- 4.1.3. Warranty - Does the equipment meet or exceed the warranty requirements to reduce the risk to JPS in case of excessive failure rates.
- 4.1.4. Delivery schedule [Lead Time]. (As per Incoterm specified ie: CIF): The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the shortest and before the longest period, both period inclusive) specified in Section VI, Supply Requirements. No credit will be given to deliveries before the shortest period, and Bids offering delivery after the longest period shall be treated as nonresponsive. Within this acceptable period, an adjustment of 5%, will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the "Shortest Delivery Period" specified in Section VI, Supply Requirements.
- 4.1.5. Samples - JPS requires product samples from all new manufacturers of the specific products being offered. No product will be accepted without prior evaluation of the product in the field test site.
- 4.1.6. Field Testing of Samples - The Field Test will involve placing the Lamps in specific area to determine the durability of the fixture and also, measuring the spread of the luminaire to ensure compliance with Bidder's offer.

4.2. Financial Strength

- 4.2.1. Bidders shall submit Audited Financial Statements for the years 2022, 2023 and 2024 pursuant to paragraph 16.9.9(f). Bidders must achieve a Current Ratio of 1.
- 4.2.2. Company history and financials - Has this company been in business five years or more and do they or their parent company demonstrate sufficient financial strength to assure JPS they will be in business long enough to meet their warranty requirements. Will the parent company provide a financial guarantee?
- 4.2.3. Experience - What is the company's experience and have they had at least 20,000 LED light fixtures installed in an environment similar to Jamaica at one location and how has the system(s) performed? We understand this is a rapidly evolving technology and so in this case we will consider the company's track record of success with their products of a like purpose and design.
- 4.2.4. References - Did they provide the required references as specified in Section VI, Supply Requirements? Were the references uniformly good and were projects completed on time and on budget? Were there any issues and how were they dealt with? Are there any unresolved issues? Did the end result meet with the customer's expectation?

4.3. Price Proposal

- 4.3.1. Price Proposal - The Price Proposal shall include a single page duly signed stating the proponent's unit pricing and a firm fixed total price for each Lot, as specified in Section VI, Supply Requirements.
- 4.3.2. 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 as described in ITB 13.

5. Evaluation of Alternative Bids (ITB 10)

An alternative if permitted under ITB 10, will be evaluated as follows:

A Bidder may submit an alternative Bid with a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section VII, Supply Requirements. All Bids received, for the base case, as well as alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures

6. Scoring System

- 6.1. Each qualified submission will be scored based on the criteria listed in the sample scoring table included below. Using these scores and any other information available to JPS, JPS will make a final selection that best serves the needs of the JPS and the island of Jamaica. **Offeror's equipment will be subject, as noted in 4.1.6, to a field test and evaluation prior to final acceptance.**
- 6.2. JPS will use a scoring system that requires Bidders to meet Pass/Fail requirements in-order to be compliant with the specific requirements of the RFP and with the overall objectives of the JPS.

Failure to meet one or more of the Pass/Fail requirements may result in the rejection of a proposal at the sole discretion of the Evaluation Committee.

- 6.3. Delivery - The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the shortest and before the longest period, both period inclusive) specified in Section VI, Supply Requirements. No credit will be given to deliveries before the shortest period, and Bids offering delivery after the longest period shall be treated as nonresponsive. Within this acceptable period, an adjustment of 5%, will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the “Shortest Delivery Period” specified in Section VI, Supply Requirements.

EVALUATION CRITERIA	Pass/Fail/Price
Technical Proposal	
Technical Requirements (according Section III)	Pass/Fail
Financial Strength (according Section III)	Pass/Fail
Price Proposal	
Price (according Section III)	USD
Total Evaluated Price = Price Proposal + Delivery Adjustment	USD

7. Due Diligence

To assist in this evaluation of the proposal the Evaluation Committee may:

- Contact any or all of the client/customer contacts cited in a proposal to verify any and all information regarding a proponent and rely on and consider any relevant information obtained from such references in the evaluation of proposals; This may also include independent investigation into other projects not cited or other potential references whether cited or not;
- Conduct any background investigations that it considers necessary and consider any relevant information obtained from such investigations in the evaluation of proposals; and
- Seek clarification from a proponent only if certain information in their proposal is ambiguous or missing and such clarification does not offer the proponent the opportunity to improve the competitive position of its proposal.

8. JPS at its discretion may:

- Select a bid in accordance with the evaluation criteria;
- Seek clarification from any Offeror regarding bid information and may do so without notification to any other Offeror;
- Continue the review procedure until an Offeror is selected successfully or until JPS chooses to reject all bids;

- 8.4. Accept any bid or alternate as submitted without negotiations;
- 8.5. Select for negotiations only the overall best bid or alternate submitted, as determined by JPS;
- 8.6. Terminate negotiations with an Offeror if JPS determines that progress towards a contract is not proceeding in a reasonable manner or at a reasonable pace; and,
- 8.7. Open negotiations with the next best evaluated Offeror. (See also sections 2.2.1 through 2.2.17)

SECTION IV: POINTS OF CONTACT

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

Name: **Mr. Kolonje McKenzie**

CC: Mr. Aldeen Morris

Address: Jamaica Public Service Company Ltd
113 Washington Boulevard
Kingston 20, Jamaica WI

Email: komckenzie@jpsco.com cc: apmorris@jpsco.com

SECTION V: INTELLECTUAL PROPERTY INFRINGEMENT & ROYALTIES

1. The Offeror/Contractor represents and warrants that, to the best of its knowledge, neither it nor JPS will infringe any third party's intellectual property rights (including patent, copyright or industrial design) as a result of the performance of the Services or through the use of any work delivered by the Offeror/Contractor in connection with the Services (the "Work"), and the Offeror/Contractor shall, at its own expense, defend any suit that may arise in respect thereto and hold harmless and indemnify JPS against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement. If anyone makes a claim against JPS or the Offeror/Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against JPS, the Offeror/Contractor agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

2. The Offeror/Contractor has no obligation regarding claims that were only made because:

- (a) JPS modified the Work or part of the Work without the Offeror/Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) JPS used the Work or part of the Work with a product that the Offeror/Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) The Offeror/Contractor used equipment, drawings, specifications or other information supplied to the Offeror by JPS (or by someone Authorised by JPS); or
- (d) The Offeror/Contractor used a specific item of equipment or software that it obtained because of specific instructions from JPS; however, this exception only applies if the Offeror/Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by JPS. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [Supplier name], if requested to do so by either [Offeror/Contractor name] or JPS, will defend both [Offeror/Contractor name] and JPS against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." responsibility and, if the Supplier/Supplier/Contractor does not do so, the Offeror/Contractor will be responsible to JPS for the claim.

3. If anyone claims that, as a result of the Work, the Offeror/Contractor or JPS is infringing its intellectual property rights, the Offeror/Contractor must immediately do one of the following:

- (a) Take whatever steps are necessary to allow JPS to continue to use the allegedly infringing part of the Work; or
- (b) Modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) Take back the Work and refund any part of the Contract Price that JPS has already paid for the Work.

SECTION VI: BIDDING FORMS**Table of Forms**

Scope of Supply.....	
Letter of Bid/Bid Form.....	
Bidder Information Sheet.....	
Partner to JVCA Information Sheet.....	
Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be imported.	
Form of Bid Security (Bank Guarantee).....	
Form of Bid Security (Bid Bond).....	
Manufacturer's Authorisation.....	

SCOPE OF SUPPLY

The primary scope of this Request for Proposal (RFP) is to select a supplier for the supply of approximately 1,000 LED (high wattage) Streetlight Fixtures –108W-111W with the one to ten volt dimming ballast and the 7-pin ANSI 136.41 photocell receptacle as indicated in specifications found in this document:

The Offeror is required to provide product samples from all new manufacturers of the specific products being offered. JPS expects three (3) sample LED fixture included in the Offerors' proposal. It is expected these samples will be received by the RFP due date. No product will be accepted without prior evaluation of the product in the field test site.

Samples shall be the sole property of JPS. JPS will not return samples before or after field tests regardless of the results of said field tests.

THE JAMAICA PUBLIC SERVICE COMPANY LIMITED**LETTER OF BID/BID FORM****FOR THE SUPPLY OF****LED Streetlight Fixtures****RFP # 1028587**

Proposed by _____

of _____

a Company duly incorporated under the laws of _____

and licensed to carry on business in the Country of _____

and having its head office at _____

hereinafter called the Bidder.

**TO: THE JAMAICA PUBLIC SERVICE CO. LTD.
6 KNUTSFORD BOULEVARD
P. O. BOX 54
KINGSTON 5, JAMAICA W.I.**

Having examined the Bid Documents including Instructions to Bidders, Conditions of Contract, Technical Specification and Attachments to the above named documents the undersigned Bidder hereby proposes and offers to supply smart streetlight controllers in conformity with the Supply Requirements for and at the prices set out in the annexed Schedule of Prices and by the date specified in the Schedule of Requirements.

The total amount of this Bid calculated according to the said Schedule of Prices and quoted in United States Dollars is: _____

United States Dollars (US\$ _____). The Bidder undertakes to enter into a Contract incorporating Bid Documents and this Bid and the Bidder hereby agrees that until such a

Contract is executed, the said documents and the Notification of Acceptance of Bid by the Purchaser to the successful Bidder shall constitute a binding Contract.

The Bidder agrees that his Bid shall continue open to acceptance and irrevocable until the formal Contract is executed by the successful Bidder for the said work and the Purchaser may at any time within the period of validity or extended validity of the Bids, accept this Bid without notice, whether any other Bid has previously been accepted or not.

Bidder Information Sheet

Date: _____

Invitation for Bid No: **RFP #1028587**

Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JVCA, legal name of each partner:
3. Bidder's actual or intended Country of Constitution, Incorporation, or Registration:
4. Bidder's Year of Constitution, Incorporation, or Registration:
5. Bidder's Legal Address in Country of Constitution, Incorporation, or Registration:
6. Bidder's Authorised Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above <input type="checkbox"/> In case of JVCA, letter of intent to constitute a legally-enforceable JVCA, including a draft agreement, or JVCA agreement.
8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

Partner to JVCA Information Sheet

Date: _____

Invitation for Bid No.: **#1028587**

Page _____ of _____ pages

1. Bidder's Legal Name:
2. JVCA Partner's legal name:
3. JVCA Partner's Country of Constitution, Incorporation, or Registration:
4. JVCA Partner's Year of constitution into a legally-enforceable JVCA::
5. JVCA Partner's Legal Address in Country of Constitution, Incorporation, or Registration:
6. JVCA Partner's Authorised Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Constitution, Incorporation or Registration of firm named in 1, above.
8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

THE JAMAICA PUBLIC SERVICE COMPANY LIMITED**PRICE SCHEDULE****FOR THE SUPPLY OF****LED Streetlight Fixtures****RFP # 1028587**

Description	Country of Origin	JPS Shortest Lead Time	JPS Longest Lead Time	Quantity	Bidder's Unit Price	Bidder's Total Price	Bidder's Lead Time
LED 108- 111 Watts		4 Weeks	6 Weeks	1,000			

MANUFACTURER'S AUTHORISATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of Authorised should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby Authorise *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of Authorised representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of Authorised representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly Authorised to sign this Authorisations on behalf of: *[insert complete name of Manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION VII: SUPPLY REQUIREMENTS**Contents**

1. List of Goods and Delivery Schedule.....
2. Technical Specifications.....

.

25. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit of Measure	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the Bidder</i>]
1	LED COLLECTOR-MEDIUM WATTAGE FIXTURE (108W-111W)	1,000	EACH	Kingston	4 Weeks	6 Weeks	

TECHNICAL SPECIFICATIONS

1. SCOPE OF SUPPLY

These specifications cover the design, manufacture, testing and delivery of **LED Streetlights** to be utilized on Jamaica Public Service 50 Hz Distribution System with operating voltages of 220V/110V, 415/240V. The primary scope of this Request for Proposal (RFP) is to select a supplier for the supply of approximately 1,000 LED Streetlights fixtures.

The detailed technical specification can be found in this Section. The Offeror (person or entity making a proposal) may submit a quote for the following:

LED fixtures (medium wattage) – Supply 1,000 LED fixtures, 108W-111W with the one to ten volt dimming ballast and the 7-pin ANSI 136.41 photocell receptacle as indicated in specifications. Such fixture must be compatible with multiple control systems.

2. GENERAL REQUIREMENTS

Bids must comply with JPS's "Technical Specifications – General Requirements" which are posted on JPS's website at <https://www.jpsco.com/rfp/>

(i) INFORMATION

Refer to "General Requirements" Section 2 paragraph 2.1 of "Technical Specifications – General Requirements".

(i) DRAWING etc. by SUPPLIER

Refer to Section 2 paragraph 2.2, "Technical Specification – General Requirements"

3. STANDARDS AND SERVICE CONDITIONS

(i) STANDARDS/REFERENCES

- 1.0.i.1 Refer to the latest revisions to “Codes and Standards” Section 3 of “The Technical Specifications, General Requirements”.
- 1.0.i.2 The following codes, standards, their latest issues, amendments and supplements but not limited to the below mentioned shall be observed in the design, manufacture, performance and tests of the streetlights
- 1.0.i.3 Standards:
- (a) ANSI/IES RP-8 American Standards for Roadway Lighting
 - (b) ANSI C136.2 Dielectric Withstand and Electrical Immunity Requirements
 - (c) ANSI C136.3 Luminaire Attachments.
 - (d) ANSI C136.10 Locking Type Photo-control Devices and Mounting Receptacles – Physical and Electrical Interchangeability and Testing.
 - (e) ANSIC 136.13 Metal Bracket for Wood Poles
 - (f) ANSI C136.15 Luminaire Field Identification
 - (g) ANSI C136.22 Internal Labelling of Luminaires

 - (h) ANSI C136.31 Luminaire Vibration

 - (i) ANSI C136.36A Aluminium Lighting
 - (j) ANSI C136.36B Concrete Lighting
 - (k) ANSI C136.37 Solid States Light Sources Used in Roadway and Area
 - (l) ANSI C136.41 Roadway and Lighting Equipment Dimming Control
 - (m) ANSI C62.41.2 Surges in Low-Voltage AC Power Circuits
 - (n) Luminaire shall be UL or CSA listed. Certification from other recognized NTRL laboratories may be considered.
 - (o) B117-11 Standard Practice for Operating Salt Spray (Fog) Apparatus
 - (p) D523-08 Standard Test Method for Specular Gloss
 - (q) D1654-08 Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
- 1.0.i.4 In the event of conflicts between referenced standards/specifications and this specification the more stringent specification shall have precedence and govern. However, where such conflicts exist and may result in misunderstanding between the bidder and JPS; the bidder shall point out these conflicts in his bid at the time of tendering.

(ii) SERVICE CONDITIONS

1.0.ii.1 Streetlights are intended for use all across Jamaica which includes areas of moderate to high contamination; and are frequently located less than 50 m from the coast line, sometimes directly exposed to salt spray for the ocean. Pollutants from mining, bauxite and other industrial operations are present in several zones across the country.

Refer to “Geographic Conditions” Section 4 “The Technical Specifications, General Requirements”.

4. DETAILED REQUIREMENTS

(iii) INSTALLATION GUIDELINES

1.0.iii.1 The mounting height for the streetlights will vary across the country;

(r) Highways and Major Roadways with Median – 10.5m

(s) Other Roadways 6.7m – 8m (dependent on utility pole construction and available space)

1.0.iii.2 The average distance between poles is 50m – 70m.

1.0.iii.3 The average pole distance to the curb/ road edge is 1m.

1.0.iii.4 Bracket lengths are 0.6m, 1.2m & 1.8m.

a. 1.8m brackets are used on Highways and Major Roadways with Median

(iv) LUMINAIRE PERFORMANCE

Table 1: Luminaire Performance

Description	Value		
LED Lamp Size (W)	Local – Low	Collector – Medium	Major – High
Maximum On State power consumption (W)	58-61	108-111	161-163
Maximum Off state power consumption (W)	0.5		
Colour Rendering Index	≥ 70		
Correlated Colour Temperature (CCT)	4000 ± 500 K		
Operating temperature	18°C to 50°C		
Max. nominal backlight-uplight-glare ratings	Wattage below 61W (B2-U0-G2) Wattage above 108W (B3-U0-G2)		
LED L70 (Hrs)	$\geq 100,000$ Higher specification will be given preference		

Lumen depreciation of LED light sources per IES LM-80	<ol style="list-style-type: none"> 1. Based on a minimum 10,000 hours test data; LM-80 data shall demonstrate lumen maintenance of 97% or higher at an operating current of 700mA at 85°C. 2. Based on a minimum 10,000 hours test data; LM-80 data shall demonstrate calculated L70 of 500,000 hours or higher with an operating current of 700mA at 85°C.
Distribution	Type II IES
Luminaire Efficacy (lm/W) (Complete lighting unit)	≥ 95
Photometric Curves	The LEDs are replacing HPS Lamps; GE M250A & GE M400A2 with IES Distribution Type II Medium
Dimension mm (Nominal)	$\leq 620 \times 305 \times 110$ (L x W x H)
Weight (Nominal) kg	≤ 12
Warranty	≥ 10 Years

(v) POWER SUPPLY/DRIVER

The power supply driver shall be designed with a range of 1-10V DC, the unit shall be switchable at a minimum of 5 Amps and shall facilitate dimming.

Table 2: Power Supply/Driver

Description	Value
Input Voltage Range (VAC)	110V – 245V
Voltage Tolerance	$\pm 5\%$
Operating Frequency	50 Hz $\pm 2\%$
Power Factor	≥ 0.9
Driver Output Current Range (Minimum) mA	280 – 600
Surge Protection shall meet the ANSI C-High Exposure Standards	(20kV/10kA)

Expected Lifetime	20 years
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(vi) CONSTRUCTION

- 1.0.vi.1 Luminaire design shall be cobra head
- 1.0.vi.2 Luminaire classification shall be of the cut-off type.
- 1.0.vi.3 Luminaire housing shall be single piece die-cast A360 aluminium.
- 1.0.vi.4 Luminaire shall be designed to provide tool-less entry and the circuitry shall include quick connect/disconnects (tool less) to allow easy separation and removal of power supply, surge protector, light module, etc.
- 1.0.vi.5 Luminaire distribution pattern shall be field adjustable without the use of a tool.
- 1.0.vi.6 Luminaire housing shall be provided with level bubble to facilitate installation.
- 1.0.vi.7 Luminaire housing shall be powder-coated grey finish. All final paint finishes shall be subjected to 1,000 hours of the ASTM B117 salt spray tests.
- 1.0.vi.8 The power door shall be **painted RAL 1018 yellow** with “JPS” engrave into it metal and shall be visible from ground (expected engraved height is 2”).
- 1.0.vi.9 Luminaire shall be designed to mount on a 2” diameter, schedule 40 Al. pipe.
- 1.0.vi.10 Luminaire external housing shall have a minimum rating of IP65 as specified in IEC 60529, with the ability to shed water from inside the housing.
- 1.0.vi.11 Luminaire housing cooling system shall consist of a passive heat sink with no fans, pumps or liquids.
- 1.0.vi.12 Luminaire shall be designed and constructed with a photo-control seven-pin receptacle, ANSI C136.41; standard locking three-pole, two dimming poles and two poles for external inputs.
- 1.0.vi.13 The area housing the power supply and LED module shall have a minimum rating of IP66 to protect against the ingress of water and dust.
- 1.0.vi.14 Luminaire shall be designed with the ability to tilt to +5° with minimum mount increments of 2.5°.
- 1.0.vi.15 Luminaire external housing shall be labelled with the wattage for easy identification; the digits shall be 2” and black in colour. Each luminaire shall have a unique serial number affix to the unit.
- 1.0.vi.16 Lens of the luminaire which protects the optics shall be rated IK09.
- 1.0.vi.17 All fasteners shall be stainless steel and all polycarbonate components shall be UV stabilized.
- 1.0.vi.18 A three-pole terminal block capable of accepting #14 to #10 AWG wire shall be mounted to the housing inside the electrical compartment.
- 1.0.vi.19 Complete assembly shall have a nominal weight not exceeding 12kg.

(vii) STORAGE

- 1.0.vii.1 The Luminaire shall be capable of being stored without deterioration within the temperature range of -10 degrees Celsius to +45 degrees Celsius for at least 24 months. Special storage requirements, if any and shelf life shall be clearly stated.

(viii) RELIABILITY

1.0.viii.1 Vendors shall provide information on the reliability of the Luminaire and the performance of the materials offered over Luminaire operational life under the specified field of application and conditions of service. Information provided shall evidence the claimed reliability and performance for the Luminaire offered, including information on Failure Mode and Effect Analysis.

(ix) SAFETY

1.0.ix.1 Material Safety Data Sheet (MSDS) applicable for each luminaire or chemical ingredient within these luminaires which may be considered harmful to personnel or environment in any manner shall be supplied with the proposal. Special loading requirements shall be clearly stated.

(x) ENVIRONMENTAL CONSIDERATIONS

1.0.x.1 Vendors shall provide information on the environmental soundness of the design and the materials used in the manufacture of the luminaires offered. In particular, information should address such issues as recyclability and disposability at the end of service life as well as disposability of materials offered.

1.2 LUMINAIRE TEST AND TEST PROCEDURES

The following tests and certifications shall be used to provide an indication of the manufacturer's consistency and the luminaires capability, durability and expected lifetime;

- (i) Units shall be tested in accordance with ANSI C136 Series and ANSI/IES RP-8.
- (ii) LEDs shall be tested in accordance with the IES LM-80.
- (iii) Independent third party testing in accordance with IES LM-79-08; report shall be submitted at the time of the tender.
- (iv) Independent third party validation of IEC 62262-2002 (IK09); report shall be submitted at the time of tender.
- (v) Manufacturer shall be ISO 9001 & ISO 17025 Certified and RoHS compliant.
- (vi) The assembly factory shall be ISO 9001 Certified.

- (vii) Certified test reports shall be provided for each batch of streetlights supplied.
- (viii) Manufacturer shall invite the Purchasers Representatives (2) at the manufacturer's expense, to witness the tests. This invitation shall be extended at least two (2) weeks before the commencement of such tests. The cost of this visit shall be shown separately. This condition may be waived at the discretion of the Purchaser.
- (ix) Refer to "Test" Section 5 of "Technical Specifications General Requirements" for further test requirements.

1.3 DESIGN CHANGES

- (i) The manufacturer shall inform the Jamaica Public Service Company Limited in writing of all design changes that could affect the product's understood or published capabilities.

1.4 PACKAGING AND MARKINGS

- (i) The manufacturer shall provide an easily-viewable nameplate permanently affixed to the inside of each luminaire housing.
- (ii) The nameplate shall contain the following information:
 - (t) Manufacturer's name
 - (u) Manufacturer's catalog number
 - (v) Date of manufacture (month and year)
 - (w) Plant location
 - (x) Input power consumption

 - (y) Driver output current

 - (z) IEC IP Rating
 - (aa) Correlated color temperature (CCT)
 - (bb) IES light distribution type
 - (cc) IESNA TM-15 BUG ratings
 - (dd) Serial number
 - (ee) Wiring diagram

- (iii) A similar nameplate shall be permanently affixed to the exterior underside of each luminaire's housing.
- (iv) On each shipping container, in weather proof lettering, the following minimum information shall be shown:
 - (ff) JPSCO specification number
 - (gg) JPSCO purchase order number
 - (hh) Manufacturer's name or trademark
 - (ii) Manufacturer's catalogue number
 - (jj) Quantity
 - (kk) Weights (Gross, Net and Unit)

25.1.7 The serial number should be engrave or etched into the body of the LED lamp on the inside.

1.5 SHIPMENT

- (i) No shipment of Streetlights shall commence without the written approval of JPSCO. Approval shall only be given after the receipt of all relevant documents, certifications, final drawings, test reports etc.
- (ii) JPSCO shall be informed at least ten (10) workings days prior to shipment.

Test reports shall be accompanied by the issuing testing laboratory's ISO/IEC 17025 accreditation certificate to support the veracity of the results, i.e. lab is properly calibrated and tests are executed according to international protocols, according with the international standard of the supplier of luminaries (IEC Europe / ANSI NEMA UL America

SECTION VIII. GENERAL CONDITIONS OF CONTRACT

	<p>Purchaser: Jamaica Public Services Limited Supply of LED Streetlight Fixtures</p> <p>These General Conditions of Contract (GC), read in conjunction with the Special Conditions of Contract (SC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.</p>
1. General	
Provisions	1.1 Definitions
	In the Conditions of Contract (“these Conditions”), which include Special Conditions and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
	1.1.1 The Contract
	1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
	1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].
	“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
	“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
	“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
	1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Purchaser, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties.
	If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
	1.1.1.4 “Letter of Bid” means the document entitled letter of bid, which was completed by the Supplier and includes the signed offer to the Purchaser for the Goods.

	1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.
	1.1.1.6 “Drawings” means the drawings of the Goods, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Purchaser in accordance with the Contract.
	1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
	1.1.1.8 “Tender or Bid” means the Letter of Bid and all other documents which the Supplier submitted with the Letter of Bid, as included in the Contract.
	“GC” means the General Conditions of Contract.
	“SC” means the Special Conditions of Contract.
	1.1.2 Parties and Persons
	1.1.2.1 “Party” means the Purchaser or the Supplier, as the context requires.
	1.1.2.2 “Purchaser” means the person named as Purchaser in the SC and the legal successors in title to this person.
	1.1.2.3 “Supplier” means the person(s) named as supplier in the Letter of Bid accepted by the Purchaser and the legal successors in title to this person(s).
	1.1.2.4 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Goods or the Related Services; and the legal successors in title to each of these persons.
	1.1.2.5 “Bank” means the financing institution (if any) named in the SC.
	1.1.2.6 “Recipient” means the person (if any) named as the Recipient in the SC.
	“Eligible Countries” means the countries and territories eligible as listed in Section V.
	1.1.3 Dates, Tests, Periods and Completion
	1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission of the Tender.
	1.1.3.2 “Acceptance Test” or “Test on Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Acceptance Certificate”.
	1.1.3.3 “Day” means a calendar day and “year” means 365 days.
	1.1.4 Money and Payments
	1.1.4.1 “Contract Price” means the price defined in Sub-Clause 10 [The Contract Price], and includes adjustments in accordance with the Contract.

	1.1.5 Goods and Related Services
	1.1.5.1 “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
	1.1.5.2 “Related Services” means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
	1.1.6 Other Definitions
	1.1.6.1 “Purchaser’s Country” is the country specified in the SC.
	1.1.6.2 “Force Majeure” is defined in Clause 25 [Force Majeure].
	1.1.6.3 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
	1.1.6.4 “Performance Security” means the security (or securities, if any) under Sub-Clause 13 [Performance Security].
	1.1.6.5 “Project Site,” where applicable, means the place named in the SC.
	1.1.6.6 “Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an experienced Supplier or Purchaser by the Base Date.
	1.1.6.7 “Change Order” or “Change” is defined in Sub-clause 26 [Change Orders and Contract Amendments].
	1.2 Interpretation
	1.2.1 Interpretation In the Contract, except where the context requires otherwise:
	<ul style="list-style-type: none"> (a) words indicating one gender include all genders; (b) words indicating the singular also include the plural and words indicating the plural also include the singular; (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing; (d) written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; (e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.
	The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
	1.2.2 If the context so requires it, singular means plural and vice versa.
	1.2.3 Incoterms
	<ul style="list-style-type: none"> (a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.

	(b) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the SC, and published by the International Chamber of Commerce, Paris, France.
	1.2.4 Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.
	1.2.5 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party thereto.
	1.2.6 Non-waiver (a) Subject to GC 1.2.6(b) below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. (b) Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.
	1.2.7 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
	1.3 Communications
	Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:
	(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
	(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
	(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
	(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

	Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.
	1.4 Law and Language
	<p>The Contract shall be governed by the law of the country or other jurisdiction stated in the SC.</p> <p>The ruling language of the Contract shall be that stated in the SC. The language for communications shall be that stated in the SC. If no language is stated there, the language for communications shall be the ruling language of the Contract.</p>
	<p>Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
	1.5 Priority of Documents
	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p>
	<ul style="list-style-type: none"> (a) the Contract Agreement (if any); (b) the Letter of Acceptance; (c) the Bid; (d) the Special Conditions; (e) these General Conditions; (f) the Specification; (g) the Drawings; and (h) the Schedules and any other documents forming part of the Contract. <p>If an ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.</p>

	<p>1.6 Contract Agreement</p> <p>The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Purchaser.</p>
	<p>1.7 Assignment</p> <p>Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:</p> <p>(a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and</p> <p>(b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.</p>
	<p>1.8 Copyright</p> <p>The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.</p>
	<p>1.9 Confidential Details</p> <p>The Supplier's and the Purchaser's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Supplier's compliance with the Contract and allow its proper implementation.</p> <p>Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Goods prepared by the other Party without the previous agreement of the other Party. However, the Supplier shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.</p> <p>Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.</p>

	1.10 Compliance with Laws
	The Supplier shall, in performing the Contract, comply with applicable Laws.
	Unless otherwise stated in the Special Conditions (SC):
	(a) the Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country; country where the Site is located] which (i) such authorities or undertakings require the Purchaser to obtain in the Purchaser's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Supplier and the Purchaser of their respective obligations under the Contract;
	(b) the Supplier shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the [...Purchaser's Country or country where the Site is located] which such authorities or undertakings require the Supplier to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under GC Sub-Clause 1.10(a) hereof and that are necessary for the performance of the Contract. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Purchaser or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Sub-Clause 1.10 hereof.
	1.11 Joint and Several Liability If the Supplier is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Purchaser.
2. Contract Documents	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption	<p>3.1 The Bank requires that Recipients (including beneficiaries of Bank financing), as well as bidders, suppliers, contractors and their agents (whether declared or not) sub-contractors, sub-consultants, manufacturers, and service providers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:</p>
	<p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) <i>“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;</i></p> <p>(ii) <i>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;</i></p> <p>(iii) <i>“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, noncompetitive levels; and</i></p> <p>(iv) <i>“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</i></p>
	<p>(b) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to the Bank to remedy the situation; and</p> <p>(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract.</p>
4. Eligibility	4.1 Country eligibility for Supplier is NOT APPLICABLE
	4.2 Country eligibility for Source and Origin of Goods and Related Services is NOT Applicable.
5. Notices	5.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address specified in the SC. The term “in writing” means communicated in written form with proof of receipt.

	5.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
6. Settlement of Disputes	6.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.
	6.2 If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SC.
	6.3. Notwithstanding any reference to arbitration herein, <ul style="list-style-type: none"> (a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
7. Scope of Supply	7.1 The Goods and Related Services to be supplied shall be as specified in Section VI, Supply Requirements.
8. Delivery	8.1 Subject to GC 27.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in Section VII, Supply Requirements. The shipping and other documents to be furnished by the Supplier are specified in the SC. The documents specified therein shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier shall be responsible for any consequent expenses.
9. Supplier's Responsibilities	9.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC 7, and the Delivery and Completion Schedule, as per GC 8.
10. Contract Price	10.1 Unless otherwise prescribed in the SC, the Contract price shall be fixed throughout the duration of Contract performance.
11. Terms of Payment	11.1 The Contract Price shall be paid as specified in the SC.
	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GC 8 and upon fulfillment of all other obligations stipulated in the Contract.
	11.2 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

	11.3 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
	11.4 In the event that the Purchaser fails to pay the Supplier any payment by its due date, or within the period set forth in the SC , the Purchaser shall pay to the Supplier interest on the amount of such delayed payment, at the rate shown in the SC , for the period of delay, until payment has been made in full, whether before or after judgment, or arbitration award.
12. Taxes and Duties	12.1 For Goods manufactured outside the Purchaser's country the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
	12.2 For Goods manufactured within the Purchaser's country the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	12.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
13. Performance Security	Intentionally leave Blank. (Wave)
14. Sub-contracting	14.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
	14.2 Subcontracts shall comply with the provisions of GCs 3 and 4.
15. Specifications and Standards	15.1 (a) The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in Section VII, Supply Requirements.
	(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
	15.2 Technical Specifications and Drawings
	(a) The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in Section VII, Supply Requirements.
	(b) Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in Section VII, Supply Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GC 26.
16. Packing and Documents	16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing

	shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	16.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SC , and in any other instructions ordered by the Purchaser.
17. Insurance	17.1 Unless otherwise specified in the SC , the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SC .
18. Transportation	18.1 Unless otherwise specified in the SC , responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
19. Inspections and Tests	19.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SC .
	19.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's country as specified in the SC . Subject to GC 19.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	19.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GC 19.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	19.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

	19.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
	19.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	19.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GC 19.4.
	19.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GC 19.6, shall release the Supplier from any warranties or other obligations under the Contract.
20. Liquidated Damages	20.1 Except as provided under GC 19, if the Supplier fails to deliver any or all of the Goods, by the date(s) of delivery, or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SC . Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GC 28.
21. Warranty	21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	21.2 Subject to GC 15.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

	<p>21.3 Unless otherwise specified in the SC, the warranty shall remain valid for Ten (10) Years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SC.</p>
	<p>21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p>
	<p>21.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>21.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
22. Patent Indemnity	<p>22.1 The Supplier shall, subject to the Purchaser's compliance with GC 22.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) the sale in any country of the products produced by the Goods.
	<p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p>
	<p>22.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GC 22.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>

	<p>22.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p>
	<p>The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
23. Limitation of Liability	<p>23.1 Except in cases of gross negligence or willful misconduct:</p> <p>(a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p>
	<p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p>
24. Change in Laws and Regulations	<p>24.1 If, within less than twenty-eight (28) days prior to the date of Bid Submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GC 10.</p>

25. Force Majeure	25.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	25.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.
26. Change Orders and Contract Amendments	26.1 The Purchaser may at any time order the Supplier through notice in accordance GC 5, to make changes within the general scope of the Contract in any one or more of the following:
	<ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and (d) the Related Services to be provided by the Supplier.
	26.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
	26.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the Supplier for similar services.
	26.4 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.

27. Extensions of Time	27.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GC 8, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
	27.2 Except in case of Force Majeure, as provided under GC 25, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GC 20, unless an extension of time is agreed upon, pursuant to GC 27.1.
28. Termination	<u>28.1 Termination for Default</u>
	(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
	<ul style="list-style-type: none"> (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GC 27; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, as defined in GC 3, in competing for, or in executing the Contract.
	(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GC 28.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
	<u>28.2 Termination for Insolvency</u> The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

	<p><u>28.3 Termination for Convenience</u></p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p>
	<p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
29. Export Restrictions	<p>29.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the goods or services to be supplied, which arise from trade regulations from a country supplying those goods, or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfactions of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorisations, and licenses necessary for the delivery of the goods or services under the terms of the Contract.</p>
30. Data Protection and Privacy	<p>30.1 In the event that the Supplier processes any personal data under the control and custody of the Purchaser in the performance of the Contract, the Supplier shall comply with all laws relating to data privacy, the protection and transfer of personal data, including, without limitation, the Charter of Fundamental Rights and Freedoms (Constitutional Amendment) Act, 2011, the Data Protection Act, 2020 ("DPA") and subsidiary legislation and any other applicable law. For the purposes of this section, "personal data" and "process(ing)" shall have the meanings prescribed in the DPA. The Supplier shall not transfer the personal data to any third party without the prior written consent of the Purchaser. The Supplier shall implement appropriate administrative and technical measures to safeguard the Purchasers' personal data. Furthermore, the Supplier shall indemnify and hold the Purchaser harmless against any third-party claims, legal actions, or damages arising from any breach of the DPA or this Contract by the Supplier, its employees, agents or subcontractors.</p>

SECTION IX: SPECIAL CONDITIONS OF CONTRACT

GC 1.1.2.2	The Purchaser is: Jamaica Public Service Company Limited
GC 1.1.6.1	The Purchaser's Country is: Jamaica
GC 1.1.6.5	The Project Site is: Port of Kingston, Jamaica
GC 1.1.2.6	The Recipient is: Jamaica Public Services Company Limited
GC 1.2.3 (b)	The version of Incoterms shall be: Incoterms 2020 CIF
GC 1.4	<p>The governing law is that of: Jamaica</p> <p>The language for communications is: English</p> <p>The ruling language is: English</p>
GC 5.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: Aldeen Morris</p> <p>Street Address: 6 Knutsford Boulevard</p> <p>Floor/ Room number: _____</p> <p>City: Kingston 5</p> <p>ZIP Code: _____</p> <p>Country: Jamaica WI</p> <p>Telephone: 876-550-7861</p> <p>Electronic mail address: apmorris@jpsco.com</p>
GC 6.2	<p>The rules of procedure for arbitration shall be as follows: _____</p> <p>_____</p>

GC 8.1	<p>The shipping and other documents to be furnished by the Supplier are as follows: Prior to shipment, the Supplier shall notify the Purchaser and its Insurance Company by email or telefax the full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, date of arrival at port of discharge or other information which may be relevant to the purchaser or insurance company. The Supplier shall mail the documents listed for the Purchaser's Purchase Order in accordance with the terms and conditions therein.</p> <ul style="list-style-type: none"> i. Original and two (2) copies of the Supplier's invoice showing Goods description, quantity, unit price, total amount; ii. First and Second Original of negotiable, clean, on-board bill of lading marked freight prepaid and one (1) copy of non-negotiable bill of lading; iii. Original and two (2) copies of the packing list identifying contents of each package; iv. Original and two (2) copies of the Insurance certificate; v. Original and two (2) copies of the Manufacturer's/supplier's warranty certificate; vi. Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report vii. Original and a copy of the test report. <p>The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GC 10.1	<p>Price adjustments shall not apply</p> <p>If any price adjustment applies, the following method shall be used to calculate the price adjustment: <i>[see attachment to SC for the Price Adjustment Formula (Sample)]</i>.</p>
GC 11.1	<p>The terms of payment shall be: <u>Net 60 Days after receipt of Invoice</u></p>

GC 16.2	The packing, marking and documentation within and outside the packages shall be as follows: The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points of transit.
GC 17.1	<p>The insurance coverage shall be in accordance with Incoterms.</p> <p>(i) The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.</p> <p>Where delivery of the goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary.</p> <p>The marine insurance shall be in an amount equal to 110% of the CIF value of the goods from "warehouse to warehouse" on "All Risks" basis including War Risks and Strike clauses. Warehouse to warehouse shall mean from the warehouse of the supplier to the warehouse of the Purchaser.</p>
GC 18.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportation shall be as follows:
GC 19.1	The inspections and tests shall be: "NOT APPLICABLE"
GC 19.2	The inspections and tests shall be conducted at: "NOT APPLICABLE"
GC 20.1	<p>The liquidated damage shall be: <u>2.5%</u> per week</p> <p>The maximum percentage of liquidated damages shall be: <u>15%</u></p>
GC 21.3	<p>The period of validity of the warranty shall be: <u>10 Years</u></p> <p><u>For the purposes of the warranty, the place(s) of final destination(s) shall be:</u></p>
GC 21.5	The Period within which the Supplier shall Repair or Replace defective goods shall be: <u>30 days.</u>
GC 21.6	The Deadline after which the Purchaser may take remedial action if the Supplier fails to remedy the notified defects shall be: <u>35 days.</u>

SECTION X. CONTRACT FORMS

Introduction

This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement and Performance Security, when required, shall only be completed by the successful Bidder, after contract award.

Table of Forms

1. Letter of Acceptance.....
2. Contract Agreement.....
3. Performance Security (Bank Guarantee).....
4. Performance Security (Performance Bond).....

1. Letter of Acceptance

[on letterhead paper of the Purchaser]

..... *[date]*

To: *[name and address of the Supplier]*

Subject: *[Notification of Award Contract No]*.

This is to notify you that your Bid dated *[Insert date]* for execution of the *[insert name of the contract and identification number]* for the amount of *[insert amount(s) in figures and words and name(s) of currency(ies)]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are requested to furnish the Performance Security in the amount of *[insert amount (s) in figures and words and name(s) of currency(ies)]* within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX (Contract Forms) of the Bidding Document.

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

2. Contract Agreement

THIS CONTRACT AGREEMENT is made on the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

(1) [*insert complete name of the Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of the Purchaser}*], or corporation incorporated under the laws of { *insert name of Country of the Purchaser* } and having its principal place of business at [*insert address of the Purchaser*] (hereinafter called “the Purchaser”),

and

(2) [*insert name of the Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for Goods [*and Related Services*], described as [*insert brief description of the Goods and Related Services*] and has accepted a Bid by the Supplier for the supply of these Goods [*and Related Services*], and the Purchaser agrees to pay the Supplier the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Purchaser and the Supplier agree as follows:

- (1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- (2) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a)
 - (b)
 - (c) the Letter of Acceptance;
 - (d) the Letter of Bid;
 - (e) the Addenda Nos.....; [*insert addenda numbers if any*]. . . .
 - (f) the Special Conditions;
 - (g) the General Conditions;
 - (h) the Specification;
 - (i) the Drawings; and
 - (j) the completed Schedules.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to supply the Goods [*and Related Services*] and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods [*and Related Services*] and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of [*name of the borrowing country*]on the day, month and year indicated above.

Signed by:
For and on behalf of the Purchaser

Signed by:
For and on behalf the Supplier

In the presence of:

Witness,

Name,

Signature,

Address,

Date

In the presence of:

Witness

Name

Signature

Address

Date

SECTION XI: APPENDICES

Appendix 1: Covenant of Integrity

Appendix 2: Summary of Technical Requirements for Compliance

Appendix 3: Governing Law, Regulations and Code of Ethics

COVENANT OF INTEGRITY
to Jamaica Public Service Company Limited
from a Tenderer, Contractor, Supplier or Consultant to be attached to its
Tender (or to the Contract in the case of a negotiated procedure)

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [*specify the contract or tender invitation*] (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If: (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant; or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct; or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded by any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank, Caribbean Development Bank (CDB) and European Union institutions) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [*give details if necessary*].

In the event that we are awarded the Contract, we grant JPSCo, or any auditors appointed by them, as well as any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six (6) years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct includes¹:

- (a) **Corrupt Practice** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

¹ Most definitions are those of the IFI Anti-Corruption Task Force’s Uniform Framework of September 2006.

- (b) **Fraudulent Practice** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) **Coercive Practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- (d) **Collusive Practice** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (e) **Obstructive Practice** is: (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (b) acts intended to materially impede the exercise of CDB or the EIB's contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty;
- (f) **Money Laundering** as defined in EIB's Anti-Fraud Policy;
- (g) **Terrorist Financing** as defined in EIB's Anti-Fraud Policy;
- (h) **Corrupt practices, fraudulent practices, collusive practices and coercive practices** as defined in CDB's Guidelines for Procurement; and
- (i) **Project Owner** means GOJ.

Name: _____

In the capacity of: _____

Signed: _____

Duly authorised to sign the bid for and on behalf of: _____

Dated on: _____ day of _____

SUMMARY OF TECHNICAL REQUIREMENTS FOR COMPLIANCE

See Attached Excel sheet.

GOVERNING LAW, REGULATIONS AND CODE OF ETHICS

1. Governing Law: This Contract shall be governed by and interpreted in accordance with the laws of the Jamaica.

1.11.i.1 The Offeror shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including local governing bodies having jurisdiction over the work or part thereof. All products supplied by the Offeror must be in accordance with these laws, ordinances, codes and regulations.

1.11.i.2 The Offeror shall defend, indemnify and hold harmless, JPS from all liabilities, fines, penalties and consequences from any non-compliance or violations of such laws, ordinances, codes and regulations.

1.11.i.3 The Offeror shall fully indemnify JPS from the Offeror against loss, liability or damage caused by the Offeror or its employees.

1.11.i.4 The Offeror shall defend, protect, indemnify and hold free and harmless JPS, all the lands and property belonging to either of them from and against all liens or claims filed or threatened or made on account of work done, services performed or materials furnished by Offeror, its vendors and/or Supplier/Contractors/subcontractor of any tier.

1. Settlement of Disputes: The parties shall use reasonable endeavours to amicably resolve by direct informal negotiation any disagreement or dispute arising between them under or in connection with this RFP.

1. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either JPS or the Offeror may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration and shall be binding upon the parties. Arbitration proceedings shall be conducted in accordance with the rules of arbitration of the UNCITRAL by one or more arbitrators appointed in accordance with the said rules.

2. JPS Guidelines for Ethical Business Conduct

JPS is a company dedicated to conducting its business with honesty and integrity. All employees are expected to be personally responsible for the highest standards of ethical business behavior in their own conduct and to strive to see that these standards are upheld in the conduct of their fellow employees. Additionally, all persons/entities who undertake business with or on behalf the Company are also expected to comply with the following Guidelines for Ethical & Business Conduct. JPS is committed to dealing with its customers, fellow employees, partners, vendors, stockholders, regulators and communities in a fair and truthful manner.

3. **Employee Relations**

Employees are to be treated with fairness, respect and dignity, offering equal opportunities for employment to all individuals. Intimidation or harassment based on race, sex, age, color, religion, national origin or disability is prohibited. Corporate rules, policies and procedures apply to all employees regardless of position.

4. **Partner and Customer Relations**

The Company strives to work with its partners and customers honestly and in good faith to create mutually beneficial business relationships.

5. **Vendor Relations**

Vendors must be dealt with in a fair and equitable manner. The decision to purchase or obtain goods and services must be made objectively and must be in the best interest of the Company and not for personal gain.

6. **Laws and Regulations**

All laws and regulations that apply to the Company's business activities must be observed and followed.

7. **Corporate Resources**

Corporate resources - time, manpower, equipment and supplies – must be used for company business only or for activities that the Company has specifically sponsored or approved. There should always be economical use of resources that belong to the company, its partners and its customers.

8. **Company Information**

Use of the Company's confidential information must only be for the purpose for which it was developed or given. The confidentiality of information about the Company, employees, customers, vendors and partners must be complied. There must also be compliance with the laws prohibiting securities trading on the basis of material non-public information.

9. **Conflicts of Interest**

Conflicts or perceived conflicts, between personal interests and official responsibilities on behalf of the Company must be avoided. Neither employees nor their family members can have financial interests in firms engaged in business with the Company where these interests are or would appear to benefit of employee. If employees or their family members do have a financial interest in firms engaged in business with the Company, employees are to notify their officer. It is expected that employees who are engaged in charitable or profitable activities outside of the company will not allow these activities to interfere with normal work activities.

10. Gifts and Gratuities

Gifts, entertainment or other favors that are not a reasonable adjunct to a business relationship, but which are offered to primarily intend to gain favor or influence must not be accepted or Authorised. This policy is not intended to prohibit token gifts of nominal value, business meals and other customary and accepted business practices. Under no circumstances should gifts in the form of cash or certificates exchangeable into cash be accepted or Authorised. Any gift which an employee believes might be in violation of this code or would be embarrassing to the Company if publicly disclosed must be reported immediately to management.

11. Accounting and Financial Integrity

All business transactions must be fairly and accurately recorded in accordance with the company's accounting procedures. Company funds are to be used only for lawful and proper purposes; no undisclosed funds or accounts may be established. All cash and bank account transactions are handled so as to avoid any question of bribery, kickbacks other illegal or improper payments or any suspicion of impropriety whatsoever.

12. Political Activity

The Company recognizes the rights of our employees, as individuals, to support political candidates and to engage in certain political activities. However, no company funds or other assets may be used to make political contributions to candidates for public office or to political parties. In their personal political activities, employees are responsible for adhering to applicable laws specific to the states or countries where they work or reside. Subject to any such legal restrictions, employees and sub-contractors may support candidates with their time, talents and money as long as these activities are conducted on personal time, without any use of company facilities, equipment or other resources, such that it cannot be construed that the company has contributed to a candidate - directly or indirectly.

Persons/entities who do business with or undertake activities on behalf of the Company are required to act in accordance with the Code.

13. Foreign Corrupt Practices Act (FCPA)

The Company must strictly abide by all local and applicable law (to include appendix 1) which prohibits the payment of money or anything of value to a foreign official (directly or through an intermediary) for the purposes of obtaining or retaining business. JPS maintains appropriate internal accounting control and record keeping requirements in accordance with the Act (FCPA). Any violations or solicitations to violate the Act must be reported immediately to management or legal counsel.

14. Political Activities

Of particular importance to JPS are those laws and regulations that regulate or proscribe conduct relating to lobbying, political campaign contributions or other dealings with public officials or candidates for public office. The Parties expressly acknowledge that all amounts paid by JPS consist solely of payment for services rendered or reimbursement of all normal "out of pocket" expenses related thereto; and no portion of

such payment shall be forwarded to any political campaign, any candidate for political office or any candidate's campaign committee or to any other entity if JPS itself could not lawfully make such a payment. While Offeror/Contractor expressly agrees not to make any campaign contributions for or on behalf of JPS in any form, Offeror/Contractor retains its right to make such contributions in its individual capacity as are permitted by law.