



Jamaica Public Service Company Limited.
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Kingston 5, Jamaica
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www.jpSCO.com

September 7, 2026

JPS Invitation to Bid #1075904:

FOR THE SALE OF A COMPRESSOR STATOR BLADE KIT – GE FRAME 6B GAS TURBINE

Dear Vendors

Only Electronic submissions will be accepted, using ShareFile by Citrix. All uploads will be confidential.

Additional information on this software can be accessed by clicking the links below:

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

Observing the stated deadline for submission of bids,

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

Bids will not be accepted via email.

Regards

JPS Purchasing Department



Powering What Matters

DIRECTORS

Damian Obiglio (Chairman) | Nadani Chung | Minna Israel, C.D., LLD (Hon.) | Hon. Charles Johnston, O.J., C.D.
| Sangho Lee | Yeonggun Lim | Mohamed Majeed | Dennis Morgan | Hon. Danville Walker, O.J., J.P.



Jamaica Public Service Company Limited

INVITATION TO BID

**FOR THE SALE OF A COMPRESSOR STATOR BLADE KIT – GE
FRAME 6B GAS TURBINE**

RFB# 1075904

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1.1 BACKGROUND

Jamaica Public Service Company Limited (JPS) is currently executing a Major Overhaul (MOH) of a GE Frame 6B gas turbine located at the Hunts Bay Power Station.

As part of the overhaul scope, JPS procured a complete set of Compressor Stator Blades, together with other major turbine components required to support the outage. However, due to regional logistics disruptions and the suspension of air freight operations associated with the conflict in the Middle East, the compressor stator blade set became delayed in transit and was not available within the timeframe required to support the planned overhaul schedule.

To avoid further delays to the MOH, JPS subsequently procured an alternate compressor stator blade set to meet the project requirements and facilitate execution of the overhaul as planned.

The originally procured Compressor Stator Blade Kit has therefore become surplus to JPS's requirements and is now available for sale.

JPS is consequently inviting bids from suitably qualified and experienced organizations interested in purchasing the surplus Compressor Stator Blade Kit described in this Request for Bid (RFB).

Objectives

The primary objective of this RFB is to obtain the best commercial value for the surplus Compressor Stator Blade Kit through a transparent and competitive sale process.

The sale will enable JPS to recover value from equipment that is no longer required for the project, while transferring responsibility for the equipment's collection, transportation, handling, storage, future use and all associated costs to the successful Bidder.

Geography of Jamaica

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

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

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

rainfall is 196 centimeters per year.

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

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

Terms & Conditions of Sale

The successful Bidder shall be responsible for ensuring that all activities associated with the purchase, collection, handling, transportation and removal of the Compressor Stator Blade Kit are carried out in accordance with applicable laws, regulations and requirements.

The successful Bidder shall:

- Comply with all applicable Government of Jamaica (GoJ) and JPS protocols, policies and requirements relevant to the collection and removal of the equipment.
- Ensure that all activities associated with the purchase, collection, transportation and removal of the equipment comply with applicable Jamaican laws and regulations.
- Obtain and maintain all permits, licences, approvals and clearances required for the collection, export, transportation and/or importation of the equipment, as applicable.
- Be responsible for all costs associated with the collection, handling, transportation, customs clearance, duties, taxes, insurance and removal of the equipment.
- Ensure that all personnel, contractors and/or agents engaged in the collection and removal of the equipment are suitably qualified and competent to perform the required activities safely and in accordance with applicable requirements.

1.2 Definitions

“Bidder” shall mean any qualified individual, company, organization or other legal entity that submits a bid in response to this RFB

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

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

“Equipment” means the Compressor Stator Blade Kit offered for sale by JPS as outlined in this Request for Bids, including any associated components, documentation or accessories expressly identified as being included in the sale.

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

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

“Terms and Conditions of Sale” means the terms and conditions governing the sale and purchase of the Equipment outlined in this Request for Bids document and any subsequent agreement, correspondence or documentation expressly incorporated therein.

“The Purchase Price” means the total price offered by the successful Bidder for the Equipment outlined herein.

“In Writing” means communicated in written form and delivered against receipt; except where the context requires otherwise. Words indicating the singular also include the plural and words indicating the plural also include the singular

2.0 GENERAL INSTRUCTIONS TO BIDDERS

- JPS, as the Seller, will be the sole source of information regarding clarifications, interpretations, corrections, supplemental data, or changes to the Request for Bids.
- Bidders are required to carefully examine and understand the Request for Bid and seek clarifications prior to submission of bids, if required, to ensure that they have understood the Equipment being offered for sale and the applicable terms and conditions.

2.1 Points of Contact

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

Name: **Ms. Alexa Brown**
 Mr. Aldeen Morris

agbrown@jpsco.com
cc: apmorris@jpsco.com

Email Subject: JPS RFB # 1075904 Sale of Compressor Stator Blade Kit for Frame 6B Gas Turbine

2.2 Communication Regarding the RFB

Unauthorized communication concerning this RFB with other Company employees, executives or Contractors may result in immediate disqualification.

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

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

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

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

2.3 RFB Amendment and Cancellation

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

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

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

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

2.4 Offer Withdrawal

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

2.5 Confidentiality of Data

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

3.0 Prices

The price offered by the Bidder shall be firm and fixed and shall not be subject to adjustment or variation for any reason following submission of the Bid.

Prices shall be quoted in **United States Dollars (USD)** and shall represent the Bidder's total purchase price for the Equipment, exclusive of any applicable taxes, duties, transportation, insurance, customs clearance, handling, removal or other costs associated with the purchase and collection of the Equipment, which shall be borne by the successful Bidder.

3.1 Cost of Bid Preparation

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

3.2 Bidder's Eligibility and Qualifications

A Bidder may be a natural person, private entity, government-owned entity or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture or association (JVA).

A Bidder, and all parties constituting the Bidder, may have the nationality of any country.

A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related Services.

3.3 Period of Validity of Bids

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

3.4 Fraud and Corrupt Practices

JPS requires that bidders, suppliers, contractors, consultants and concessionaires (including their respective officers, employees and agents), adhere to the highest ethical standards, and report to the (JPS) all suspected acts of fraud or corruption of which they have knowledge or become aware both during the Bidding Process and throughout negotiation or execution of a Sales Agreement.

The definitions of actions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the JPS shall also take action in the event of

any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. In pursuit of this policy, JPS:

(a) defines, for the purpose of this provision the terms set forth below as follows:

- 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;
- ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of JPS and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;
- iii. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Seller, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and
- iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selling process or affect the execution of a contract;

(b) will reject a bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in participating in this RFB process.

4.0 CONDITIONS OF SALE

The purpose of this RFB is to identify a qualified purchaser for one (1) complete Compressor Stator Blade Kit suitable for a GE Frame 6B gas turbine.

The Equipment shall be offered for sale as **one (1) complete lot**. Bidders are required to submit an offer for the complete lot and partial bids shall not be considered.

Purchaser Obligation:

- a) Purchase the complete Compressor Stator Blade Kit as a single lot.
- b) Review all technical documentation and information provided by JPS and satisfy itself as to the condition, completeness, specifications and suitability of the Equipment for its intended application.
- c) Submit a firm and fixed purchase price in **United States Dollars (USD)**.
- d) Arrange and bear all costs associated with the inspection, handling, packaging, loading, transportation, export documentation, customs clearance, freight, insurance, importation and final delivery of the Equipment, as applicable.

- e) Accept the Equipment on an “**as-is, where-is**” basis, with no obligation on JPS to provide installation, commissioning, warranty support, maintenance, technical support or other services following the sale.
- f) Comply with all applicable laws, regulations and regulatory, customs, trade and import/export requirements associated with the purchase, transfer and movement of the Equipment.
- g) Complete payment, collection and removal of the Equipment within the timelines established by JPS.
- h) Assume all risk and responsibility for the Equipment upon transfer of possession in accordance with the terms and conditions of the sale.

5.0 SUBMISSION OF BIDS AND SELECTION CRITERIA

5.1 Bid Response

All responses must be in English Language. The deadline to upload bids is **11:59p.m (Jamaica Local Time). on Monday September 28, 2026.**

RFB CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFB date	Sept. 7, 2026	JPS
Bidder submits questions on RFB	Sept. 14, 2026	Bidder
Final date to respond to all queries	Sept. 16, 2026	JPS
Bidder confirms intention to bid	Sept. 18, 2026	Bidder
Confirmed Bidder given Shared file access to upload bid	Sept. 21, 2026	Bidder
Completion of RFB and deadline for submission of bids to JPS	11:59pm Sept. 28, 2026	Bidder
Closed Bid Opening	Sept. 29, 2026	JPS

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

Observing the deadline of the Request for Bids, responses should be submitted electronically with appropriate file labels/names, and information required in Appendices I and II. Adobe Pdf and Power Point file formats are acceptable. The bid must be signed by official authorized representative/personnel who has the authority to legally bind the Bidder to the terms of the RFB.

5.2 Late Bids

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

5.3 Bid Signing

All bids must be signed by an official agent or representative of the company submitting the bid.

5.4 Bid Rejection

Bids received after the deadline for submission of bids will be rejected. Any bid received that does not meet the requirements of this RFB may be considered to be non-responsive, and the bid may be rejected. Bidders must comply with all of the terms of this Request for Bid. JPS

may reject any bid as being non-responsive that does not comply with the terms, conditions, and characteristics of this RFB or the key criteria for selection.

5.5 Right of Rejection

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

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by such terms and conditions as outlined in the Bid document.

6.0 SELECTION PROCESS AND EVALUATION CRITERIA

JPS will open bids privately. A selection committee consisting of JPS staff members will evaluate all responses. Based on the preliminary evaluation of the responses, we reserve the right to short list respondents.

6.1 Determination of Responsive Bids

The company will examine the bids to ensure conformance to all the instructions outlined herein.

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

Evaluation of each submitted proposal by the Evaluation Team will be based on the required bid information detailed (as well as any supplemental information request sent to Short-Listed Bidders) and the in-person / virtual presentations made by the Bidder separately and the JPS Management team as deemed appropriate.

Subject to JPS's rights under this RFB, the award will generally be made to the responsive Bidder offering the highest acceptable Purchase Price for the complete Compressor Stator Blade Kit and demonstrating the ability to satisfy the applicable payment, collection, removal and other conditions of sale.

6.2 JPS Bid Evaluation Discretion

JPS at its discretion may:

- Select an offer other than the highest price if JPS determines, at its sole and absolute discretion, that JPS' interests will best be served by doing so;
- Withhold any information used in conducting the evaluation;
- Reject any or all bids and enter into negotiations with other third-party non-bidders, or any Bidder or Bidders that JPS may choose;

- Seek clarification from any Bidder regarding bid information and may do so without notification to any other Bidder;
- Continue the review procedure until a Bidder is selected successfully or until JPS chooses to reject all bids;
- Accept any bid or alternate as submitted without negotiations;
- Request corrections or clarifications to information contained in a Bid, provided that such corrections or clarifications do not materially alter the Bid or improve the Bidder's commercial position relative to other Bidders.
- Select for negotiations only the overall best bids or alternate submitted, as determined by JPS;
- Truncate negotiations with a Bidder if JPS determines that progress towards a contract is not proceeding in a reasonable manner or at a reasonable pace;
- Open negotiations with additional Bidders or non-bidders.

6.3 Bid Discrepancies

Arithmetical errors will be rectified on the following basis:

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

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

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

6.4 Right to Negotiate

JPS reserves the right to enter into negotiations with one or more responsive Bidders where JPS determines that such negotiations may result in improved commercial terms or otherwise be in the best interest of JPS.

6.5 Written Clarification

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

6.6 Award

Subject to JPS's rights under this RFB, the award of the sale will generally be made to the **responsive Bidder offering the highest acceptable Purchase Price** for the complete Compressor Stator Blade Kit and demonstrating the ability to satisfy the applicable payment, collection, removal and other conditions of sale.

JPS reserves the right, at its sole discretion, to reject any Bid, including the highest-priced Bid, where the Bidder does not satisfy the requirements or conditions of this RFB.

Issuance of this Request for Bids does not constitute a commitment by JPS to accept any Bid, sell the Equipment, or enter into an agreement with any Bidder.

JPS reserves the right to accept or reject any Bid, in whole or in part, or to cancel, withdraw or amend this Request for Bids at any time without liability to any Bidder.

The sale of the Equipment shall be subject to the terms and conditions set out in this Request for Bids and any subsequent sale agreement or other documentation issued by JPS and accepted by the successful Bidder.

The sale and any agreement arising therefrom shall be interpreted in accordance with the laws of Jamaica.

7.0 FAILURE TO COMPLETE PURCHASE

7.1 The successful Bidder shall complete payment and collection of the Equipment within the agreed timelines. Where the successful Bidder fails to make payment or collect the Equipment within the stipulated timeframe, JPS reserves the right to cancel the award and offer the Equipment to another Bidder or otherwise dispose of the Equipment at its discretion.

Any costs or losses incurred by JPS as a result of the successful Bidder's failure to complete the purchase may be recoverable from the successful Bidder, subject to the applicable terms and conditions of the sale.

Appendix I

**REQUEST FOR Bids (RFB)
Sale of Compressor Stator Blade Kit for Frame 6B Gas Turbine
RFB #1075904**

GENERAL INFORMATION

Name of Organization: _____

Address: _____

Key Contact: _____

Title: _____

Telephone Numbers: _____

Email Address: _____

Appendix II

Response Template

Name of Bidder: _____

Signature of Bidder: _____

Price Schedule in United States Dollars

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

Description	Bidder's Response
Purchase Price – Complete Compressor Stator Blade Kit	US\$_____
Applicable Taxes/Duties, if any	US\$_____
Total Amount	US\$_____
Proposed Payment Date/Payment Terms	_____
Proposed Collection Date	_____
Bid Validity	
Acceptance of As-Is, Where-Is Basis	Yes / No

Appendix III

CONFIDENTIALITY & NON- DISCLOSURE AGREEMENT

This CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (this "**Agreement**") made theth day of, 2026 between **JAMAICA PUBLIC SERVICE COMPANY LIMITED**, a Company incorporated under the laws of Jamaica with its registered office at 6 Knutsford Boulevard in the Parish of St. Andrew, Jamaica (hereinafter called "**JPS**"); and a company incorporated under the law of with registered office at (hereinafter called the "**Counterparty**"). Each of JPS and Counterparty may be referred to as "**Party**" or collectively as "**Parties**".

WHEREAS

- a. JPS is licensed to generate, transmit, distribute and supply electricity for public and private purposes throughout the island of Jamaica.
- b. The Parties have expressed a willingness to provide Confidential Information (as hereinafter defined) solely to facilitate the sale of decommissioned assets as detailed in JPS RFB# 1075904 (hereinafter called the "**Transaction**"), on condition that such information shall be treated by the other Party as confidential.
- c. The Parties have been advised that the information to be provided by and or obtained in relation to the other Party will be treated in a confidential manner, and the Parties wish to enter into this Agreement to protect and safeguard the confidentiality of that information.

Now therefore in consideration of the above premises, mutual promises, other consideration not mentioned, the sufficiency of which is accepted, IT IS HEREBY AGREED as follows:

1. Definitions.

"**Confidential Information**" shall mean all information disclosed on or after the date of this Agreement (whether orally or in written, electronic, recorded or other format including, but not limited to, computer files, diskettes, voicemail and email) relating to the Disclosing Party or its Representatives (as hereinafter defined) or the Transaction including business plans, customers, pricing, strategies, trade secrets, operations, finances, assets, technology including but not limited to hardware

and software, methodologies or any other information that may be directly or indirectly disclosed to the Receiving Party or its Representatives by the Disclosing Party or its Representatives in the course of the Parties' discussions regarding the Transaction.

"Confidential Material" shall mean all analyses, compilations, hardware, software, studies or other documents or records prepared by the Receiving Party or its Representatives to the extent such analyses, compilations, studies, documents or records contain or are generated from Confidential Information.

"Disclosing Party" shall mean the Party disclosing Confidential Information to the other Party under this Agreement.

"Person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.

"Protected Information" shall mean Confidential Information together with Confidential Material.

"Receiving Party" shall mean the Party to whom Confidential Information is disclosed under this Agreement.

"Representatives" shall mean, with respect to either Party hereto:

- (i) the officers, directors, employees, partners, members of such Party and its affiliates;
- (ii) its professional advisors (including, without limitation, financial advisors, legal counsel and accountants) or consultants who are engaged to advise that Party in connection with the Transaction; and
- (iii) the agents, contractors and sub-contractors engaged by that Party in connection with the Transaction.

2. Exclusions to Definition of Confidential Information. Notwithstanding the definition of Confidential Information set forth in Section 1, Confidential Information does not include:

- (i) information which is now in the public domain, or which later enters the public domain, through no action by the Receiving Party or its Representatives in violation of this Agreement;
- (ii) information which the Receiving Party can demonstrate was already in its possession at the time of its disclosure hereunder, and which was not acquired, directly or indirectly, from the Disclosing Party in violation of this Agreement;
- (iii) information which is independently developed by the Receiving Party without reference to, or the use of, any Confidential Information;

- (iv) information which is lawfully received from a source other than the Disclosing Party under circumstances not involving, to the Receiving Party's knowledge, any breach of any confidentiality obligation to the Disclosing Party; or
- (v) information approved for disclosure or release by the Receiving Party by written authorization from the Disclosing Party.

3. Term. This Agreement shall be in effect for a period of **two (2) years** from the date set forth above. Notwithstanding the termination of discussions concerning the Transaction or the return or destruction of Protected Information, the Receiving Party and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder for the term hereof on the terms and conditions set forth herein. This Agreement shall not merge with, or be terminated or superseded by, any future agreement between the Parties unless such agreement specifically so provides.

4. Restrictions on Disclosure of Protected Information. Subject to Section 9 of this Agreement, the Receiving Party shall keep the Protected Information confidential and, without the prior written consent of the Disclosing Party, shall not disclose or reveal it to any Person. Notwithstanding the foregoing, the Receiving Party may disclose Protected Information to its Representatives (i) who need to receive, review and consider the Protected Information for the purpose of the Transaction and (ii) who are bound to preserve the confidentiality of such Protected Information.

5. Limitations on Use. The Receiving Party and its Representatives shall use the Protected Information solely for the purpose of the Transaction and for no other purpose.

6. Representatives. The Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives to whom the Receiving Party disclosed Protected Information.

7. Ownership. The Receiving Party agrees that the Disclosing Party (or an affiliate, as applicable) is and shall remain the exclusive owner of the Protected Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. Neither this Agreement nor the conveying of Confidential Information hereunder shall be construed as granting or conferring any rights by licence or otherwise in any intellectual property provided to the Receiving Party under this Agreement.

8. Return or Destruction of Protected Information. At any time upon the written request of the Disclosing Party, unless otherwise permitted by the final sentence of this *Section 8*, the Receiving Party shall promptly:

- (i) either return to the Disclosing Party, or (if the Receiving Party so elects) destroy, all Confidential Information in the possession of the Receiving Party or its Representatives without retaining any copies; and

- (ii) destroy all Confidential Material in the possession of the Receiving Party or its Representatives without retaining any copies; *provided, however*, that in lieu of destroying all Confidential Material, the Receiving Party shall be permitted, with the express written consent of the Disclosing Party, to hold such Confidential Material, subject to the confidentiality obligations and other obligations of this Agreement without prejudice to the right of the Disclosing Party to subsequently require the destruction of such Confidential Material in the possession of the Receiving Party or its Representatives without retaining any copies.

Within ten (10) business days of such written request by the Disclosing Party, the Receiving Party shall confirm in writing that (a) all Confidential Information has been returned or destroyed, as applicable, and (b) all Confidential Material has been destroyed or is being held subject to the terms of this Agreement.

Notwithstanding the foregoing requirements of this Section 8, the Receiving Party and its Representatives may retain copies of the Protected Information for the purpose of defending any claim related to this Agreement or any transaction related hereto or as may be required in accordance with its or their respective legal, compliance and/or automated backup archiving practices.

9. Required Disclosures. Promptly upon learning that it may or will be legally compelled to disclose Protected Information (whether by interrogatories, subpoenas, civil investigative demands or government or regulatory body or oversight regulators otherwise) or is requested to disclose Protected Information by a governmental authority or agency, the Receiving Party shall (to the extent reasonably practicable and legally permissible to do so) notify the Disclosing Party and keep the Disclosing Party well-informed of any developments with respect to that compulsion or request. When time is of the essence, the Receiving Party may provide notice or updates orally, but must follow these communications with written detailed information and any supporting material that it is permitted to disclose. The Receiving Party will, at the Disclosing Party's expense (to the extent reasonably practicable and legally permissible to do so), cooperate with the Disclosing Party to enable the Disclosing Party to seek a protective order or other similar relief or to narrow the scope of such legal compulsion or request. If, in the opinion of its legal counsel and in the absence of a protective order or waiver, the Receiving Party is legally compelled to disclose Protected Information, the Receiving Party will disclose only so much of the Protected Information as, in the opinion of its legal counsel, is legally required. In any such event, the Receiving Party agrees to use good faith efforts to ensure that all Protected Information that is so disclosed will be accorded confidential treatment. Notwithstanding the foregoing, the Receiving Party or its Representatives shall each be permitted to disclose Protected Information or any portion thereof without notice to the Disclosing Party upon the routine request of any government or regulatory body having or claiming to have authority to regulate or oversee any aspect of the Counterparty's or such Representative's business or that of its or their affiliates, provided that the Counterparty or such Representative shall advise the governmental or regulatory body of the confidential nature of such information; provided, further, that in the event the Receiving Party or such Representative makes such disclosure, it shall thereafter notify the Disclosing Party that such disclosure has occurred.

10. No Representations or Warranties Concerning Confidential Information. The Receiving Party acknowledges that (unless otherwise expressly stated in documentation signed by the Disclosing Party) neither the Disclosing Party nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information, and the Receiving Party agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or any of its Representatives relating to or arising from its or their use of any Confidential Information or from any errors therein or omissions therefrom.

11. Remedies. The Receiving Party acknowledges that the improper disclosure or use of the Protected Information could cause irreparable harm to the Disclosing Party and that money damages may be an inadequate remedy for breach of this Agreement. In the event of any breach or threatened breach by the Receiving Party (or any of its servants or agents), the Disclosing Party shall be entitled to seek injunctive and other equitable relief, without proof of actual damages, to prevent the unauthorized disclosure or use of Protected Information and the Receiving Party shall not plead in defense thereto that there would be an adequate remedy at law, and the Receiving Party waives any applicable right or requirement that a bond be posted by the Disclosing Party.

12. No Obligation to Proceed. Neither Party has any obligation to disclose Confidential Information to the other Party. Either Party may, at any time, (i) cease giving Confidential Information to the other Party without liability and/or (ii) request in writing the return, destruction and/or holding of Protected Information pursuant to Section 8.

13. No Obligation or Joint Venture. The Parties hereto understand and agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement concerning the Transaction (other than this Agreement) shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to pursuing or consummating such Transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term “**definitive agreement**” does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. This Agreement neither obligates a Party to deal exclusively with the other Party nor prevents a Party or any of its affiliates from competing with the other Party or any of its affiliates. Either Party may terminate consideration and discussion of the Transaction at any time and for any reason whatsoever, and the terminating Party shall have no liability to the other Party by reason of the termination; provided, however, that such termination shall not affect the restrictions on disclosure detailed in this Agreement.

14. Independent Review. Each Receiving Party agrees to assume full responsibility for all conclusions that it derives from its review of the Confidential Information.

15. Publicity. Neither Party will use any logo, trademark, design, mark or any distinguishing feature of the other Party in any manner (including, without limitation, in any advertising or promotional material) without the express prior written authorization of such other Party, which may be arbitrarily withheld.

16. Nondisclosure of Existence of Negotiations. Without the prior written consent of the other Party, or except, as legal counsel advises may be required by applicable law or regulation, each Party shall not disclose to any Person, other than its Representatives (in connection with such Representatives' facilitation of the Transaction), that (i) the Confidential Information has been disclosed to the Receiving Party, or (ii) discussions or negotiations are taking place between the Parties regarding the Transaction, including, without limitation, the status of such discussions or negotiations. Notwithstanding anything to the contrary, this paragraph 16 shall not prevent the Receiving Party from disclosing the fact that these discussions are taking place or other facts with respect to such discussions (including the status thereof or the fact that Confidential Information has been made available to it), to any financial institution, equity investor or other source or potential source of financing (a "Financing Source") for the Transaction (it being understood that (a) each such Financing Source shall be informed by the Receiving Party of the confidential nature of the Confidential Information and shall be directed by the Receiving Party to treat all of the Confidential Information confidentially and not use it other than for the purposes of evaluating the Financing of the Transaction; and (b) in any event, the Receiving Party shall be responsible for any breach of this Agreement by any such Financing Source to which it provides Confidential Information.

17. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any previous agreements, whether written or oral, pertaining to such subject matter.

18. Amendment. This Agreement may only be amended by a written document signed by both Parties.

19. No Waiver. No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing, signed by the Party waiving the provision or the breach hereof. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach hereof. It is further agreed that no failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

20. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

21. Binding. This Agreement shall be binding upon the Parties and upon their respective successors and permitted assigns.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Jamaica. The Parties agree that any suit, action or proceedings in relation to any manner pertaining to this Agreement shall be brought in Jamaica. *The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Jamaican Courts.*

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which will constitute a single instrument. Electronic and facsimile signatures shall be deemed original and binding signatures.

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound by the provisions of this Agreement, has caused its duly authorized representative to execute this Agreement.

Jamaica Public Service Company Limited

By: _____
Name: _____
Title: _____
Date: _____

[Company Name]

By: _____
Name: _____
Title: _____
Date: _____