# Jamaica Public Service Company Limited

REQUEST FOR PROPOSAL (RFP)

MAINTENANCE SERVICE

# JPS HILL RUN 10 MW CHP FACILITY

# MAINTENANCE SERVICES

# RFP # 1036052-Retender

November 2026

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## 1. Background

Jamaica Public Service Company Limited (JPS) is an integrated electric utility company engaged in the generation, transmission and distribution of electricity throughout the island of Jamaica. JPS owns and operates 28 generating units and purchases power from seven independent power producers (IPP). JPS assets include conventional thermal plants (506 MW), hydro and wind (32.12 MW), 50 substations, approximately 1200 km of transmission lines and 20,534 km of distribution lines.

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

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

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

The JPS Hill Run 10MW CHP facility is scheduled to continue its Service Maintenance interventions starting tentatively January 2027. During this period, a series of inspection and maintenance activities will be performed over the period 2027 to 2028 at (E40) 4000 hrs. intervals, with a 32,000hrs (E60). maintenance intervention. The Hill Run 10MW CHP Power Plant consists of five (5) CG170 -20 Caterpillar, 2MW natural gas fired, Internal Combustion Engine Generators ("Gensets") which require maintenance services.

The company is requesting proposals from qualified firms to provide maintenance services and spare parts for the maintenance of the Gensets at the Hill Run Facility over the next 2 years as outlined in this RFP document.

## 2. Scope of Works

The works involved in the Maintenance Services shall include but not limited to the following:

i. Perform the following Preventative Maintenance (PM) Services over the Term of the Maintenance Agreement as outlined below:

**a.** Conduct three (1) x 4,000 hours'(E40) maintenance per Genset Engine as outlined below:

- i. Complete auxiliary device test
- ii. Complete test and functioning run
- iii. Inlet and outlet valves, check valve clearance and set
- iv. Inlet and outlet valves, check valve depth (with Cylinder head mounted)
- v. Check throttle actuators on A and B banks.
- vi. Check throttle valve
- vii. Lube oil system, replace lube oil filters

viii. Replace spark plugs
ix. Exhaust gas system, check pollutant emissions
x. Visually inspect combustion chamber (using a borescope)
xi. Check ignition timing
xii. Replace breather filters
xiii. Inspect turbocharger impeller and turbine blades and housing enclosure.

**b.** Conduct one (1) x 32,000 hours'(E60) maintenance per Genset Engine (Gensets #1 to #4)

I. TEM system, complete auxiliary device test - Complete test and functioning run
II. Inlet and outlet valves- check valve clearance and set
III. Inlet and outlet valves, - check valve depth
IV. Cylinder head mounted
V. Check speed governor control linkage
VI. Check throttle valve
VII. Lube oil system, replace lube oil filter
VIII. Compressed air pipe, clean dirt trap, replace if necessary
IX. Check rubber expansion joint
X. Replace spark plug
XI. Exhaust gas system, check pollutant emissions
XII. Check vibration dampers, hose lines and flexible lines
XIII. Crankshaft, check axial clearance
XIV. Check con-rod bushing
XV. Replace con-rod bearing
XVI. Check con-rods
XVII. Check piston bolt
XVIII. Replace piston (complete)
XIX. Replace piston rings
XX. Replace viscosity torsional damper
XXI. Replace cylinder liner
XXII. Check flange seat of cylinder liners and water compartments
XXIII. Check engine mount
XXIV. Replace valve tappet
XXV. Camshaft, check axial clearance
XXVI. Visually inspect camshaft - Camshaft installed
XXVII. Check exhaust pipe
XXVIII. Clean mixture cooler
XXIX. Check flame filter (V20 engine only)
XXX. Clean gas/air mixer
XXXI. Check electric cabling, cable set plug and sensor system
XXXII. Check ignition timing
XXXIII. Check starter pinion and gear ring on the flywheel
XXXIV. Inspect Cylinder heads and change if necessary

C. Provide all critical and service spares for each maintenance activities outlines in the schedule below i.e. E40 (4,000hrs.) and E60 (32,000 hrs.).

## 2.1 Requirements

During the maintenance, Contractor shall support the JPS Site team by executing the following tasks:

### a. Inspection and Assessment during Maintenance Interventions

During the maintenance of the Engines, the contractor shall undertake the following:

- Record and observe as-found condition and review as-found readings taken of the engine components and make recommendations as required.
- Record and review the as-found and as left conditions and readings of all systems and engine components worked on.
- Use Engine design and original field installation data to ensure that systems worked meet those standards/conditions
- Ensure the highest Quality assurance during all maintenance activities
- Provide guidance during the start-up activities and make any recommendations as per OEM standards for the safe return to service.

### b. Verification of Critical Measurements

The contractor will be required to share with JPS Engineers and validate all critical measurement checks conducted during the maintenance intervention.

### c. Reporting

- Shall provide a final report to JPS of all the work conducted with measurements and condition of all systems and engine components worked on.

- Upon completion of the maintenance, the Contractor must review the final maintenance/service report to verify that it appropriately characterizes the events of the maintenance intervention and that the as-left tolerances and start-up test results are consistent with those documented in the field.

## 3. Schedule

The Maintenance activities are tentatively scheduled to start as per table below. Contractor is expected to complete works in time allotted i.e. E40 – 2 days, E60 – 14 days. Where two units share the same scheduled date, the E60 works shall be executed back-to-back (one unit after the other) and not concurrently.

| Units | E60 (32,000) | E40 (4,000 Hrs) |
|---|---|---|
| Genset #1 | 30-Jan-2027 | 15-Jul-2027 |
| Genset #2 | 30-Mar-2027 | 12-Sep-2027 |
| Genset #3 | 30-Mar-2027 | 12-Sep-2027 |
| Genset #4 | 30-Jan-2027 | 15-Jul-2027 |
| Genset #5 | N/A | 15-Feb-2027 & 15-Jul-2028 |

## 4. JPS Labor Assistance

JPS will provide local plant engineers to assist the consultant in executing their services.

## 5. Accommodation and Transportation in Jamaica

Contractor will be responsible for their own hotel accommodation and transportation.

## 6. Measuring Instruments and Tools

Contractor is required to provide the measuring instruments or tools that may be required to do works (if needed).
NB: Please indicate Option to use our Major Cylinder Liner and Piston Special tools and any other that we have.

## 7. Occupational Health, Safety and Environment (OHSE) Policy

The consultant will be expected to abide by JPS OHSE Policy and Procedures
Consultant must conform to all Government of Jamaica (GOJ) Protocols.
Please check to see if the Safety requirements can be improved. Ask the safety offices to support this section.

## 8. Insurance

The contractor shall, at its own cost, secure and maintain the following insurance coverage:

a. Public Liability Insurance - covering personal injury, death, or property damage resulting from accidents during the execution of the Contractor's obligations under the Contract, with a minimum coverage of JM$10,000,000 per event or period;

b. Employer's Liability Insurance - providing coverage for all employees and workers (including casual), including an indemnity to principal extension, with a minimum coverage of JM$10,000,000 per event or period;

c. Personal Accident Insurance or an equivalent policy covering all employees for claims related to personal injury or death arising from the Contract; and

d. Automobile Liability Insurance covering liability for any accidents involving vehicles used in connection with the Contract

## 9. Division of Responsibility

| Resource / Service | Contractor | JPS |
|---|---|---|
| Supply of Utilities (Compressed Air, Electricity, Water) | | X |
| Tools and instruments / certificates must be included | | X |
| Office Facilities for Specialist Contractors | | X |
| Workshops, access to Workshop Equipment and workshop tools | | X |

| | | | |
|---|---|---|---|
| | Safety Equipment | X | |
| | Custom Clearance | | X |
| | Local Transportation of Equipment | | X |
| | Hotel Accommodation for Consultant Workers | X | |
| | Local Transportation of Contractor Workers | X | |
| | Participate in update meetings (measurement, inspection and findings) | X | X |
| | Participate in daily debrief meetings | X | X |

## 10. Deliverables and Schedules

Table 10.1 RFP Schedule

| ITEMS | TASKS AND DELIVERABLES | END DATES | RESPONSIBILITY |
|---|---|---|---|
| 1 | RFP invitations | 3-November-2026 | JPS |
| 2 | Questions about the RFP | 9-November-2026 | Bidder |
| 3 | Answers to Questions | 13-November-2026 | JPS |
| 4 | Bidder provide their intension to Bid. | 16-November-2026 | Bidder |
| 5 | Response and submission to RFP | 11:59PM EST 24-November-2026 | Bidder |
| 6 | Bid Opening | 25-November-2026 | JPS |

## 11. General Instructions to Bidders

The Bidder is expected to examine all instructions, terms specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### 11.1 Points of Contact (POC)

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

**Email Subject: JPS HILL RUN 10 MW CHP FACILITY MAINTENANCE SERVICE RFP 1036052-Retender**

## 11.2 Internet Bidding Platform

The RFP Proposal submission will occur via the Electronic platform ShareFile by Citrix. All contract negotiations and Contract award will be handled by Procuring Entity.

There are no license costs or usage fees associated with the Bidders use of the plateform.

Access to the FTP site will be provided to Bidders via email. Bidders are to upload files in responding to this Request for Proposal. Failure to do so may result in disqualification.

It is the responsibility of the Bidder to ensure that their proposal is received by the Procuring Entity (that is, uploaded to the FTP platform) by the due date and time. Any proposal received after the stated date and time may be rejected.

## 11.3 File Transfer Protocol (FTP) Site Submittal Procedure

The Bidder's designated contact will be sent an email with detailed instructions on how to access the FTP site, including login credentials. This will provide access to an individual folder in which the Bidder's proposal package can be uploaded.

In accordance with the RFP schedule (dates), bidders are invited to submit questions via email to to the addresses stated below, by the date indicated in Table 10.1

Procuring Entity will then post both the technical question and the response(s) in a "Question and Response" on the JPS website as per the RFP schedule Table 10.1 The originating entity will remain anonymous, but all Bidders will see all questions and responses.

## 11.4 Communication Regarding the RFP

a. Any contact made directly with any other employees or board members of Procuring Entity regarding this RFP is a violation of the terms of the RFP response criteria and may be cause for disqualifying a Bidder at the sole discretion of Procuring Entity.

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

c. 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 request for clarification.

d. Bidders contact information shall be provided for RFP and thereafter contained within all correspondence containing questions and clarifications arising.

Requirements include:

i. Company's name, company address and phone number, contact person, email address, position
ii. References to specific points within the RFP using section number as reference
iii. Clear and concise questions.

### 11.5 RFP Amendment and Cancellation

At any time prior to the deadline for submission of bids, the Purchaser 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, and will be binding on them.

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

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

### 11.6 Confidentiality of Data

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

### 11.7 Data Protection and Privacy

In the event that the Contractor processes any personal data under the control and custody of the Purchaser in the performance of the Contract, the Contractor 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 Contractor shall not transfer the personal data to any third party without the prior written consent of the Purchaser. The Contractor shall implement appropriate administrative and technical measures to safeguard the Purchasers' personal data. Furthermore, the Contractor shall indemnify and hold the Purchaser harmless against any third-party claims, legal actions, or damages arising from any breach of the DPA or the Contract by the Contractor, its employees, agents or subcontractors.

### 11.8 Written Clarification

JPS reserves the right, at its sole discretion, to request clarifications of any Proposal or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions will be to ensure full understanding of the proposal. Discussions will

be limited to specific sections of the proposal identified by JPS and, if held, will be after initial evaluation of the Proposal.

If clarifications are made as a result of such discussion, the contractor 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 Proposal.

### 11.9 Oral Clarification

If requested, the vendor will make an oral presentation to the Proposal Evaluation Team and other designated Company representatives. All expenses for the presentation will be borne by the vendor.

Late RFP Response

Any RFP Response received by the Company after the deadline for submission of RFP Responses prescribed by the Company will be rejected and/or returned unopened to the RFP Response Contractors.

## 12. RFP Response Format

### 12.1 RFP Response Prices

Agreed prices for the selected Bidder shall be fixed in the contract up to calendar year 2027.

### 12.2 Technical Response

TECHNICAL PROPOSALS must include the following:

- A list of similar projects completed in the last five years
- Company Brochure which demonstrates company capability to effect required services and more
- Safety Statistics for company for the last five years.
- Other information in the contractor's view that is fit for consideration

### 12.3 Proposed Withdrawal

The Bidders may modify or withdraw its proposal after submission, provided that written notice of the modification or withdrawal is received by the Purchaser/JPS prior to the deadline prescribed for submission of proposals.

To withdraw a proposal, the Bidders must submit a written request electronically or signed document by an authorized representative before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the Bidders may submit another proposal at any time up to the deadline for submitting proposals.

### 12.4 Cost of Proposal Preparation

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

### 12.5 Proposal Rejection

Bidders must comply with all of the terms of this RFP. JPS may reject any proposal as being non-responsive that does not comply with the terms, conditions and characteristics of this RFP or the key criteria for selection.

JPS reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety, and to accept a proposal other than the lowest price or proposal presented outside of this RFP that meets the company's requirement.

JPS assumes no responsibility for delays caused by any mail/bearer delivery service.

## 13. Evaluation Criteria

The evaluation of Proposal will be carried out for each technical proposal, taking into account (a) the contractor's relevant experience for the assignment, (b) the quality of the methodology proposed (c) the qualifications of the key staff proposed. (d) technical capability, cost of service and ability to meet target dates deadlines.

### 13.1 Award Criteria

JPS will evaluate proposals using an internal scoring method that weighs various parameters to give the evaluation team insight into the strengths of each proposal relative to JPS needs. JPS internal scoring method values the following proposal attributes (Order of presentation here does not reflect priority).

TECHNICAL EVALUATION

| CRITERIA | Score |
|---|---|
| Experience with CG170 -20 Caterpillar, 2MW natural gas fired engines or similar make engines | Pass/Fail |
| Technical capability | Pass/Fail |
| Qualifications of Key Personnel | Pass/Fail |
| Safety Record | Pass/Fail |

COMMERCIAL EVALUATION

| CRITERIA | Score (%) |
|---|---|
| Price | 90 |

| | |
|---|---|
| Terms of payment | 10 |
| Total | 100 |

### 13.2 RFP Response Currency

Prices quoted by the bidder and further negotiated and agreed between the bidder and JPS shall be fixed during the bidder's performance of the contract and not subject to variations on any account.

International Supplier
- Prices should be quoted in USD.

Local Supplier
- Prices should be quoted in JMD

### 13.3 Award of Contract

#### 13.3.1 Award or Rejection

The Purchaser/JPS will award the contract to the successful Contractor whose RFP Response has been determined to be substantially responsive. The Purchaser/JPS reserves the right not to accept the lowest RFP Response if it does not meet JPS requirement.

Issuance of this RFP Response does not constitute a commitment by JPS to award any contract or purchase services offered.

The Purchaser/JPS reserves the right to accept or reject any RFP Response, and to annul the RFP Responding process and reject all RFP Responses at any time prior to award of Contract, without thereby incurring any liability to the affected RFP Response Contractors or any obligation to inform the affected RFP Response Contractors of the grounds for the Purchaser/JPS's action.

### 13.4 Notification of Award

Prior to the expiration of the period of RFP Response validity, the Purchaser/JPS will notify the successful RFP Response Contractor in writing by email or fax, that its RFP Response has been accepted. All unsuccessful RFP Response contractors will be notified.

## 14. General Conditions of Contract

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

### 14.1 Use of Contract Document and Information

The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing, pattern, sample or

information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in the above paragraph except for purposes of performing the Contract.

Any document, other than the Contract itself, as enumerated above shall remain the property of the purchaser and shall be returned (in all copies) to the Purchaser on completion of the Contractor's performance under the Contract if so required by the purchaser.

**14.2 Proprietary Content:**

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

**14.3 Prices**

Prices charged by the Contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized and agreed on by **Contractor** and Purchaser, vary from the prices quoted by the **Contractor** in its bid.

**14.4 Payment**

Payment shall be effected within 30 days of receipt and acceptance of completion of the service by JPS.

The preferred payment term for JPS to its Supplier is through open account, net 30 days. Should the supplier not opt to have payment made via open account, a 5% charge will be added to the bidders' payment proposal in the evaluation process.

**14.5 WARRANTY**

The Contractor warrants that all Services provided under the Contract shall be free from defects for a period of twelve (12) months following acceptance by JPS (the "Warranty Period"). Should any materials, machinery or equipment fail to operate correctly due to negligence or poor workmanship by the Contractor, the Contractor shall, at no cost to the purchaser and at the Purchaser' convenience, promptly repair or replace the defective item.

If any defect or failure arises during the Warranty Period, the Contractor shall, at its own expense and within a reasonable time, promptly:

i. Investigate the cause of the defect;

ii. Repair, replace or rectify the defective work to the satisfaction of the Purchaser; and
iii. Restore any disturbed areas of the Site to their original condition

This warranty shall not apply to defects resulting from:

i. Force Majeure events as particularized at Section 14.12;
ii. Unauthorized modifications or repairs by parties other than the Contractor or its agents, assignees or subcontractors; and
iii. Normal wear and tear not attributable to defective workmanship or materials

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

This warranty shall remain valid and enforceable throughout the Warranty Period, even if the Agreement is terminated or has expired.

### 14.6 Contract Amendments

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

### 14.7 Assignment

The Contractor shall not assign, in whole or part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

### 14.8 Subcontracts

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

### 14.9 Delays in the Supplier's Performance

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

### 14.10 Liquidated Damages

If the Contractor fails to perform the service in accordance with the agreed schedule, the purchaser shall without prejudice, to its other remedies under the contract, deduct from the

contract price, as liquidated damages, a sum equivalent to two- and one-half percent (2.5%) of the delivered price of the delayed service for each month of delay until actual delivery up to a maximum deduction of fifteen percent (15%) of the delayed service contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

### 14.11 Termination for Default

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

a. If the Contractor fails to perform any or all of the Services, at the agreed standards and within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser.

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

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure services of a similar nature to those not performed. The Contractor shall be liable to Purchaser for any additional costs reasonably and necessarily incurred in obtaining such substitute services. Where termination is partial, the Contractor shall be required to continue performance of the remaining, unaffected portion of the Contract in accordance with the terms of the contract, and the Parties shall in good faith review the viability of continuing the unaffected portion of the Contract.

### 14.12 Force Majeure

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

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

If a Force Majeure situation arises, the 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.

### 14.13 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## 14.14 Termination for Convenience

The Purchaser, may by written notice sent to the Contractor, 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 work under the Contract is terminated, and the date upon which such termination becomes effective.

## 14.15 Governing Language

The Contract shall be written in the language of the bid, English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

## 14.16 Applicable Law

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

## 14.17 Resolution of Disputes:

The dispute resolution mechanism to be applied shall be as follows:

(a) In the case of a dispute between the Purchaser and a **Contractor** which is a national of the purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country; and

(b) In the case of a dispute between the Purchaser and a foreign **Contractor**, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.

There shall be one Arbitrator.