



16th April 2021

JPS Request for Proposal # 879432:

Exchange of Gas Generator and Free Turbine for GT7 Unit at JPS Bogue Power Station

Dear Vendors

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

- Basic Client Guide <https://citrix.sharefile.com/share/view/s1bff52f8d434781a>
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RFP 879432 Activities are guided by the dates stated in the Calendar of Events highlighted in Section 4 of this RFP. Observing these dates,

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

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Bids will not be accepted via email.

Regards

JPS Purchasing Dept.



JAMAICA PUBLIC SERVICE CO. LTD.

REQUEST FOR PROPOSALS

**EXCHANGE OF GAS GENERATOR AND FREE TURBINE FOR
GT 7 UNIT AT JPS BOGUE POWER STATION**

RFP # 879432

1.0 Background

The Jamaica Public Service Company Limited (JPS) is seeking qualified suppliers to provide an overhauled Gas Generator (GG) and Free Turbine (FT) for GT 7 Unit JPS Bogue Power Station located Montego Bay, St. James.

GT 7 Unit is coupled to a Westinghouse Generator that is configured to operate on Automotive Diesel Oil (ADO). For additional detail on this unit, please refer to Appendix 2.

The existing Gas Generator and Free Turbine for GT 7 is currently out of service due to internal damages. The unit tripped offline on November 20, 2019 on “Low Lube Oil Level” while operating at 10 MW. Upon inspection, oil was observed leaking from the vicinity of the GG #7 bearing return and supply lines, as well as at the flange of the FT and Exhaust Plenum.

After separation of the Gas Generator from the Free Turbine, broken Low Pressure Turbine blades were identified with damage to the Low Pressure Turbine Casing. In addition, damage blades were identified within the Free Turbine.

Through this RFP, JPS seeks to exchange its damaged GG and FT for an overhauled GG and FT at net cost.

1.1 About JPS

Jamaica Public Service Company Limited (JPS) is an integrated electric utility company engaged in the generation, transmission and distribution of electricity throughout the island of Jamaica. JPS owns and operates 28 generating units and also purchases power from seven independent power producers (IPP). JPS assets include conventional thermal plants (611.5 MW), hydro and wind (32.5 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.

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

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

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

1.2 Purpose of RFP

JPS seeks proposals from qualified companies that have the expertise and financial and production capability to exchange overhaul GG and FT with JPS, at net cost.

1.3 Definitions

Bidder, Vendor or Contractor shall mean JPS qualified provider of goods and / or services acting in the role of the prime Contractor who responds with a proposal to this RFP.

Bid/ Proposal shall mean the Bidder's formal written response indicating committed price, delivery schedule and conformance to product specification

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

"The Purchaser" means the Organization purchasing the Goods, i.e. Jamaica Public Service Company limited

"The Supplier" means the individual or firm supplying the Goods under this Contract;

"The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including attachments and appendices thereto and all documents incorporated by reference therein.

"The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means all of the lubricants which the Supplier is required to supply to the Purchaser under the Contract.

"Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as the taking of measurements, training and other such obligations of the Supplier covered under the Contract.

"Approved" means approved by the Purchaser or its delegated representatives; and

"Specified" means specified by the Purchaser; either on drawings, or in writing.

"Delivery" means delivered to JPS designated locations unless otherwise specified.

"Days" means calendar days acceding to the Gregorian calendar.

This document shall not be construed as a request for the authorization to perform work at JPS expense. Any work performed by the Bidder in connection with preparation and responding to the Request for Proposal (RFP) and, if selected, negotiating a definitive agreement will be at the Bidder's own discretion and expense. This RFP does not represent a commitment to enter into a contract.

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

2.0 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.

2.1 Points of Contact (POC)

All communications and questions with JPS regarding this RFP must be directed to the following Points of Contact (POC), in accordance with RFP Calendar in Section 4.0:

Email Subject: JPS RFP # 879432 – GG and FT exchange
Name: Ann-Marie Woodham aaiken@jpsco.com
CC: Charmaine Shaw cshaw@jpsco.com

2.2 Communication Regarding the RFP

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

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

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

If for some reason, the Bidder cannot supply all materials electronically, hard copies will be accepted.

A Bidder contact should be provided for all questions and clarifications arising from the

Proposal Queries should include:

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

2.3 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.

2.4 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.

2.5 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 vendors. 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 vendor 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.

2.6 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.

3.0 Bid Format

The bid shall be prepared in two (2) parts, technical and financial. Technical should not contain any pricing information. The financial proposal shall be separate and contain price information as set out in B below.

The proposals must include the following in the prescribed order below:-

A. Technical Proposal

Completed General Information Sheet along with:

- (a) Technical Specification should include –
 - i. A detail report (including pictures) outlining the activities carried out during the overhaul of the Gas Generator and Free Turbine.
 - ii. Test/performance evaluation report(s) of the actual test run carried out on this Gas Generator and Free Turbine being supplied.
 - iii. Technical documentation outlining all the Auxiliary Equipment that will **NOT** be supplied with the Gas Generator and Free Turbine.
 - iv. History on the assets being supplied and serial numbers.
 - v. Warranty on overhauled GG and FT
- (b) Evidence of establishment, type of organization, size, and professional affiliate
- (c) Ability to provide/host a virtual coverage for the customer to witness the test operation and performance evaluation of Gas Generator and Free Turbine being supplied.
- (d) Executive Summary indicating why your firm should be chosen by JPS
- (e) Qualification and experience of your staff who will provide the goods and services required to complete this activity.
- (f) Provide the names and profiles of the top 3 executives
- (g) Audited Financial Statements for the last 2 years

B. Financial Proposal

The financial proposal shall consist of cost estimates along with a payment schedule, and:

- (a) Quotation:
 - a. Bidders required to provide a net cost quote on the full package, and should include any applicable volume discounts or rebates
 - b. Provide quotation for a Field Service Representative to provide the necessary engineering support / oversight during the installation and commissioning of the Gas Generator and Free Turbine.
 - c. Timeline or Shipment lead time
- (b) Draft Contract to exchange GG and FT with JPS Bogue

3.1 Bid Prices

The Bidder shall indicate the unit prices and total Bid Prices of the goods and services it proposes to supply under the Contract:

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract.

If prices are subject to an adjustment clause, Bidder must state:

1. the variables that will affect the price
2. the reference index that will govern movement of prices and
3. the base price index.

3.2 Proposal Withdrawal

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

3.3 Cost of Proposal Preparation

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

3.4 Bidder's Eligibility and Qualifications

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

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

3.5 Period of Validity of Bids

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

4.0 Submission of Bids and Selection Criteria

4.1 Proposal Response

All responses must in English Language. Your bid responses must be presented in two (2) separate packages, namely Financial Proposal and Technical Specification. The deadline to upload bids is **4:00pm May 4, 2021**.

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	April 16, 2021	JPS
Bidder submits questions on RFP	April 20 2021	Bidder
Final date to respond to all queries (to be posted on JPS website)	April 22, 2021	JPS
Bidder indicates intention to Bid	April 22, 2021	Bidder
JPS provides Bidder with access to Sharefile Folder	April 23, 2021	JPS
Completion of RFP and deadline for submission of bids to JPS	4:00pm May 4, 2021	Bidder
Closed Bid Opening	May 5, 2021	JPS

The Company may, at its discretion, extend this deadline for the submission of bids, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. The dates are subject to change on the RFP Calendar. Prior to award, this RFP and bid responses are subject to review and final approval by JPS Senior Management.

4.2 Late Bids

Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected and/or returned unopened to the Bidder.

4.3 Sealing and Marking Bids

Technical and Commercial/Financial bids must be in **separate folders** and clearly labelled accordingly in your Sharefile folder.

4.4 Proposal Rejection

Any bid received after the deadline for submission of bids prescribed by the Company will be rejected and/or returned unopened to the Bidder. Any proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected.

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 internet service provider or malfunctioning computer.

5.0 Selection Process and 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 CRITERIA	Result
Technical Specification	Pass or Fail

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

5.1 Opening of Bids by Purchaser

In observance of the RFP calendar, the Purchaser will open bids privately.

5.2 Schedule

For purposes of responding to this RFP, Bidders should assume that JPS’ procurement and implementation planning will be completed as per RFP Calendar.

5.3 Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors.

5.4 Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis:

1. If there is a discrepancy between the unit price and the total price, the unit price shall prevail;
2. If there is a discrepancy between words and figures, the amount in words shall prevail;
3. If the supplier does not accept the correction of errors, its bid shall be rejected.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsibilities of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations or reservations. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the contractual obligations or which limits in any substantial way or inconsistent with the bidding documents and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

The Purchaser 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.

Bid inconsistencies: Any deviation in a bidder's proposal that are inconsistent with the provisions of this Bid, unless expressly described in the proposal as being exceptions or alternates, are deemed waived by the Bidder. In the event that the Contract is awarded to the bidder, any claim of inconsistency between the proposal and this Bid will be resolved in favor of this bid unless otherwise agreed in writing.

5.5 Conversion to Single Currency

The currency of all Bids submitted by Jamaican Companies must be United States Dollars.

To facilitate evaluation and comparison, the Purchaser will convert all Bids Prices expressed in the amounts in the various currencies in which a bid price is payable, to the United States Dollar currency equivalent, at the selling exchange rate published by the Bank of Jamaica and applicable to similar transactions on the day bids are opened or at such later date (30 or 60 days after bid opening) as shall be specified in the call for bids.

6.0 Award of Contract

6.1 Award or Rejection

The Purchaser will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive. The Purchaser reserves the right not to accept the lowest bid if it does not meet JPS requirement.

Issuance of this bid does not constitute a commitment by JPS to award any contract or purchase products or services offered in response to this bid.

6.2 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

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 award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

6.3 Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by email or fax, that its bid has been accepted. Upon the successful Bidder's signing a contract with JPS for the subject RFP, the Purchaser will promptly notify each unsuccessful Bidder.

6.4 Signing of Contract

At the time at which the Purchaser notifies the successful Bidder that its bid has been accepted; the Purchaser will send the Bidder the Contract Document incorporating all agreements between the parties.

7.0 General Conditions of Contract

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

7.1 Standards

The **Gas Generator and Free Turbine** supplied under this Contract shall conform to the standards mentioned by brand and model numbers and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin, and such standards shall be the latest issued by the concerned institution.

7.2 Use of Contract Document and Information

The Supplier 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 Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Supplier 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 Supplier's performance under the Contract if so required by the Purchaser.

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 Supplier for lubricants, and that all parties will respect the sensitive nature of that information in accordance with sound commercial practices.

7.3 Inspection and Tests

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance - including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having been previously inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

Prices

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

7.4 Delivery and Shipment

(a) Local suppliers

It is the responsibility of the Seller to obtain at their expense:

- all licenses
- customs formalities
- valid insurance coverage
- relevant documentation to store, transport and handle products

The Seller shall bear all risks of loss of or damage to the goods until such time as they have been delivered to JPS.

The Seller must provide the goods, the payment invoice and delivery slip in conformity with the contract and any other evidence of conformity; (example test certificates,) which may be required by the contract.

(b) Overseas suppliers

The Supplier shall be entirely responsible for all taxes, duties, license fees, port charges and other such levies imposed by the country of origin. In addition to 7.4(a), valid insurance and relevant documentation must be in place based on the Laws of the foreign country. Goods will be cleared and delivered to JPS Bogue Power Station, under Incoterms stated in your bid.

(c) If required, phased deliveries will be facilitated.

7.5 Payment

Payment shall be effected using supplier's invoice, after receipt and acceptance of the product by JPS.

The preferred payment term for JPS to its Supplier is through open account, net 90 days of invoice date. 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.

7.6 Warranty

GG and FT must carry: OEM approval, Manufacturer's warranty and Independent accreditation. The Supplier warrants that the Goods supplied under the Contract conform to the Manufacturer's written specifications and comply with the products' performance claims.

This warranty shall remain valid for the duration of the contract.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, depending on which of the methods can be achieved more expeditiously with reasonable speed,

- Replace without costs to the Purchaser and under the terms and conditions

- as if the replacement lubricants were being delivered to the Company for the first time; or, refund the purchase price of any products not conforming to this warranty
- Pay to repair damage to equipment to the extent that the damage is caused by the failure of the product to conform to specifications or comply with product performance claims

If the Supplier, 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 Supplier's risk and expense without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

7.7 Contract Amendments

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

7.8 Assignment

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

7.9 Subcontracts

The supplier 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 supplier from any liability or obligation under the Contract with the Purchaser.

7.10 Delays in the Supplier's Performance

If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier 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 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, or terminate the Contract for default.

7.11 Liquidated Damages

If the supplier fails to deliver the lubricants in accordance with the agreed delivery 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 goods for each month of delay until actual delivery up to a maximum deduction of fifteen percent (15%) of the delayed goods contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

7.12 Termination for Default

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

(a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser.

(b) If the supplier 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, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

7.13 Force Majeure

The Supplier 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 Supplier and not involving the Supplier'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.

7.14 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier 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.

7.15 Termination for Convenience

The Purchaser, may by written notice sent to the Supplier, 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.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

7.16 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.

7.17 Applicable Law

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

7.18 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 Supplier 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 Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.

There shall be one Arbitrator.

8.1 Delivery

All deliveries shall be made in accordance to (a) and (b) below:

- (a) Local suppliers will deliver to JPS designated location
- (b) Overseas suppliers will deliver to JPS designated location, as per agreed Incoterm

8.2 Specifications

All Offers should include detailed specification of the product being offered in the technical section, that is overhauled GG and FT.

APPENDIX 1

**REQUEST FOR PROPOSAL (RFP) # 879432
GG and FT Exchange**

GENERAL INFORMATION

Name of Organization:

Address:

Key Contact:

Title:

Telephone Numbers:

Email Address:

Company Profile

Please submit the requested information below:

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

APPENDIX 2

GT 7 Specifications

Description	Data
Unit	Gas Turbine 7
Manufacturer of GG and FT	Wood Group Pratt and Whitney
Gas Generator Model	GG4 A-11
Free Turbine Model	FT4A
Gas Generator Serial Number	P675531
Free Turbine Serial Number	600367
Installation and Commissioning Year for GG	2016
Installation and Commissioning Year for FT	2012
Total Fired Hours on GG	1275
Total Fired Hours on FT	2427
Output Rating	18 MW
Generator Speed	3,000 rpm
Gas Generator Fuel Type	Automotive Diesel Oil

APPENDIX 3

Response Template

Bid Validity: 90 days

Bidder: _____ Bid Date: _____

Payment Terms: Net ____ days of invoice date Preferred Currency: United States Dollars

All bidders are required to complete the tables below, as a summary representation of the costs detailed in your proposal.

Description	Quantity	Unit Cost	Total
OVERHAUL GG & FT	1 SET		
EXCHANGE GG & FT	1 SET		Net Cost
CURRENCY OF SUPPLY	_____dollars	EXCHANGE UNIT AVAILABILITY	_____calendar days
INCOTERMS 2020 TERMS FOR SUPPLY			

Description	Quantity	Unit Price	Total
Host Virtual Witness Testing	1 lot		
<i>For installation/commissioning:</i>			
• Hardware and Equipment Required	1 lot		
• Installation Kit	1 lot		
• Field Service Engineering support and oversight			
Total			

Signed:

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