



**JAMAICA PUBLIC SERVICE CO. LTD.**

**Request for Proposal**

**For the supply of**

**Steel Rail**

**RFP # 883205**

**Issued by: The Purchasing Department**

**Project Name: Steel Rail**

**June 1, 2021**

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## 1.0 Introduction

The purpose of this Request for Proposal (RFP) is to invite manufacturers or authorized manufacturer's representatives to supply the company's requirements to submit a proposal to supply the following:

1. RAIL, STEEL, HEAVY, T, TYPE 1, 10.5m , 41kg/m (100 lbs/yd). 200 length
2. RAIL, STEEL, HEAVY, T, TYPE 1, 60 lbs/yd, NOMINAL 10.5m 300 each

The RFP provides vendors with the relevant operational, performance, application, and architectural requirements of the system in the specification attached.

JPS shall retain the RFP, and all related terms and conditions, exhibits, and other attachments, in original form in an archival copy.

## 1.1 Background

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

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

JPS serves about 585,000 residential, commercial and industrial customers, through a workforce of approximately 1,500 employees and a network of offices throughout the island. The Company owns and operates 4 power stations, 8 hydroelectric plants, one wind park, 43 substations, and approximately 14,000 kilometers of distribution and transmission lines. The total installed generating capacity is 789 MW. The Company owns 80% or 621.0 MW of this capacity. The remaining 168MW is owned by IPPs. The company also manages and operates the transmission and distribution system.

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

JPS has the following status with Jamaica Customs – **Authorized Economic Operator**

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

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

### **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.

## **2.0 GENERAL INSTRUCTIONS TO BIDDERS**

The Bidder is expected to examine all instructions, terms and 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, in writing, to the following Point of Contact (POC):

Attention: Charmaine Shaw

Annmarie Woodham

Address: Jamaica Public Service Company Limited

113 Washington Boulevard, Kingston 20

E-mail: [cschow@jpsco.com](mailto:cschow@jpsco.com)

Copy: [aaiken@jpsco.com](mailto:aaiken@jpsco.com)

## 2.2 Communication Regarding the RFP

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

All communication with 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.

## 2.3 Period of Validity of Bids

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

## 2.4 RFP Amendment and Cancellation

At anytime 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, 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 Company may, at its discretion, extend the deadline for the submission of Bids.

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

## 2.5 Bid Withdrawal

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

## **2.6 Confidentiality of Data**

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

## **3.0 PREPARATION OF BIDS**

### **3.1 Proposal Format**

Bidders are expected to submit their proposal in two (2) parts.

Technical Proposal; and

Financial Proposal

#### **3.1.1 Your proposal should include, but not limited to:**

- 1. Manufacturers' lead time**
- 2. Terms of payment.** JPSCo's standard terms of payment is Invoice - Net 60 days
- 3. Delivery**

JPSCo reserves the right to schedule its requirements over a phased period in accordance to the requirements for the island's electricity grid. The Successful Bidder's lead time will be factored into this schedule.

#### **4. Warranty Terms**

The Bidder warrants that the goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Bidder further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination.

This warranty shall remain in valid for a minimum period of one (1) year. The purchaser shall promptly notify the vendor of any claims arising under this warranty. Upon receipt of such notice, the vendor shall, replace the defective goods, without cost to the purchaser and under the terms and conditions as if the replacement goods were being delivered to the company for the first time.

The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Bidder shall, depending on which of the methods can be achieved more expeditiously with reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser and under the terms and conditions as if the replacement Goods or parts were being delivered to the Company for the first time.

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

5. **Specification:** Notwithstanding the attached information. All drawings and technical literature detailing the description of the product being offered **must** accompany the Bid (MSDS etc.).
6. **Incoterms** Should be clearly stated for this proposal and at minimum should be FCA Miami. Prices should also take into account that the Item/s question should be packaged to withstand the rigors of shipment via ocean.

### 3.2 Bid 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.

Foreign Supplier:

- Prices should be quoted in USD.

Local Supplier:

- Prices should be quoted in JMD

#### 4.0 SUBMISSION OF BIDS AND SELECTION CRITERIA

##### 4.1 Proposal Response

###### Bid Response

All responses must be in English Language. Your bid response must be presented in two (2) separate packages, namely Financial/Costing and Technical/Operational Specifications. All responses are to be submitted in electronic format to sharefile (*see Section 4.3*). The deadline for submission of bids is **5:00 p.m. on Wednesday June 16, 2021**.

###### RFP Calendar

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	June 1, 2021	JPS
Bidder submits all questions on RFP	June 4, 2021	Bidders
Final date to respond to all queries	June 7, 2021	JPS
Bidder confirms intention to bid	June 9, 2021	Bidders
Bidder given access to JPS Sharefile folder	June 10, 2021	Bidders
Completion of Proposal and deadline for submission of bids to JPS	June 16, 2021	Bidders
Closed Bid Opening	June 17, 2021	JPS
Review and Evaluation of Bids	July 2, 2021	JPS
Post Tender Negotiations to be completed	July 6, 2021	JPS
Final selection and advise all bidders	July 13, 2021	JPS
Contract Signing/ PO Issuance	July 20, 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.

#### **4.2 Late Bids**

Any bid received by the Company after the deadline for submission of bids prescribed by the Company, pursuant to **Section 4.1**, will be rejected and/or returned unopened to the Bidder.

#### **4.3 Sealing and Marking Bids**

Responses to the RFP should be uploaded electronically to the link below with the file naming convention strictly followed. Two files are to be uploaded one with the Technical proposal the other with the Financial.

#### **RFP# 883205 Steel Rail**

<https://jamaicapublicservicescompany.sharefile.com/r-r7ad1861dfcc477aa>

#### **DEADLINE FOR RECEIPT OF PROPOSAL: June 16, 2021**

#### **4.4 Proposal Rejection**

Any bid received after the deadline for submission of bids prescribed by the Company, pursuant to Section 4.1, will be rejected and/or returned unopened. 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.

#### **4.5 Right of Rejection**

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

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

## 5.0 SELECTION PROCESS AND AWARD CRITERIA

### 5.1 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those Vendors that have the interest, capability, and financial strength to supply JPSCo with Steel Rails based on specification provided, is equal to or supersedes specification contained in appendix 1.

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)

CRITERIA	Score (%)
Price	90
Terms of payment	5
Delivery / Lead Time	5
Total	100

**2. Appendix 1**

**Technical requirement**

Please see attach specifications