



**REQUEST FOR PROPOSALS**

**FOR**

**FOR MAJOR OVERHAUL**

**OF ST 14 UNIT MARLEY**

**COOLING TOWER**

**AT BOGUE POWER STATION**

**RFP # 897409**

**NOVEMBER 2021**

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## 1. ABOUT JPS

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.

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.

JPS has a number of environmental licences and permits from the local environmental regulator, The Natural Resources Conservation Authority and the Water Resources Authority.

## 2. PURPOSE OF RFP

Through this RFP, JPS is seeking to contract a certified supplier to provide material, parts, tools, equipment and services for the overhaul of Steam Turbine 14 (ST 14) Unit Marley Cooling Tower located at the JPS Bogue Power Station located in Montego Bay St. James.

JPS intends to execute the overhaul of ST 14 Unit Cooling Towers within the period from March to April of 2022. The duration stipulated for execution of this project should not exceed 20 days.

ST 14 Unit Marley Cooling Tower is designed to cool 29,808 GPM of water from 108.9 Deg F to 88.7 Deg F at an entering wet bulb of 80.0 Deg F. ST 14 Unit Cooling Towers act as water-to-air heat exchangers, by removing heat in the water from the Condenser to the atmosphere. ST 14 Cooling Tower comprise of two (2) individual Cooling Towers/cells and a Basin. Each of the Towers is mounted on top of the Basin, with a Cooling Fan at the top of each Tower. Each fan is driven by an electric motor to pull air upwards around the sides of the Cooling Tower structure through the tower. Cooling Water is distributed across the tower, just below the Fan. The air removes heat from the water drops as they flow in the opposite direction. Cool water falls into the basin of the Cooling Tower to supply the Cooling Water System.

### 3. DEFINITIONS

“**Bidder, Consultant or Contractor**” shall mean JPS qualified service provider 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.

“**Services**” means overhaul of Steam Turbine (ST) 14 Unit Marley Cooling Tower.

“**Standards**” shall refer to those documents published as proclamations, rules, regulations or instructions forming part of the Contract, or issued under the provisions of the Contract and shall refer to the editions current at the time of tendering, including all amendments published up to that date.

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

“**Delivery**” means completion of the works as described in Section 11 Scope of Work.

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

“**The Contract**” means the final agreement entered into between the JPS and the Contractor, signed by the parties, including any attachments, addenda, and appendices thereto and all documents incorporated by reference therein.

“**The Contract Price**” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.

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

### 4. 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.

#### 4.1. Points of Contact (POC)

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

**Name:** Alexa Brown [agbrown@jpsco.com](mailto:agbrown@jpsco.com)

**CC:** Ann-Marie Woodham [aaiken@jpsco.com](mailto:aaiken@jpsco.com)

**Email Subject:** JPS RFP 897409 ST 14 Marley Cooling Tower Major Overhaul

## 4.2. 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 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.

Queries should be submitted electronically, and should include:

- Company's name, Company's address, phone number, contact person, email address, telephone number (landline and cell) and position
- References to specific points within this RFP using the Section number as reference
- Clear and concise questions

A Bidder's contact should be provided for all questions and clarifications arising from the Proposal. Please include the person's name, email address, Bidder's address, position title, telephone (work and cell) and facsimile number.

## 4.3. 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.

## 4.4. RFP 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, 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.

#### **4.5. Bid Withdrawal**

A Bidder may withdraw a submitted proposal at any time up to the deadline for submitting proposals. To withdraw a proposal, the Bidder must submit a written request electronically, signed 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.

### **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.

Any information or data relating to project sponsors – JPS business, operations or affairs (including but not limited to any information obtained during pre-proposal site visits or relating to the policies of the project sponsors concerning health and safety or relating in any way to or arising from the proposed Project (as communicated by Project Sponsors) disclosed whether in writing, orally or by any other means by Project Sponsors to the Contractor, its servants and/or agents or any other person on behalf of the Contractor shall be deemed confidential.

The Contractor shall not disclose or cause to be disclosed any information which the Project Sponsors deems confidential to any other person save and except where such disclosure is required for the performance of the Scope of Work or preparation of any document by the Contractor in accordance with the Terms of Reference. The Contractor is requested to sign the enclosed Confidentiality Agreement as per **Appendix 1** and return with their proposal.

### **6. PREPARATION OF BIDS**

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.

#### **6.1. Bid Format**

Bidders shall prepare submissions in two (2) packages – Technical and Commercial. The Technical Proposal should not include any prices/costs:

##### **Technical Response**

- a) Evidence of Establishment

- Proof of Registration under the Companies Act
- Certificate of Good Standing
- Particulars of Directors/Partners
- List of Shareholder Interests, and the Registered Office of the Bidder

b) Certified Copy of Tax Registration Number (TRN)

The Bid response must include the following information in the prescribed order below:

- i. General Information Sheet (see Appendix 2 - General Information Sheet)
- ii. Work Plan with detailed description of how the project will be executed including safety plan.
- iii. Technical approach to perform the Scope of Work
- iv. Scheduled and estimated time for completion of the Project.
- v. Any exceptions to the Project Objectives, Scope of Work or addition and/or alternatives
- vi. Bid should be sent under a cover letter signed by Director(s) of the Company
- vii. List of references and list of similar projects for which services have been provided.
- viii. A proposed managerial, supervisory and administrative organizational chart, together with an outline of each personnel's responsibilities.
- ix. Copy of Certificate of Incorporation or Certificate of Registration of Business Name
- x. Proof of Employers Liability Insurance, Professional Insurance, Public Liability, Third Party, etc. Certificate of Insurance including Employer's Liability, Public Liability, Third Party, etc.
- xi. Last three years' audited financial statements.
- xii. Draft contract for works of this nature

### **Commercial Response**

The Bidders shall indicate the unit prices and total RFP Response Price of the material and services it proposes to supply under the Contract. This must include, but is not limited to, pricing for all materials, labour and equipment necessary to perform all items of work. Bids shall also include all overheads, profits, fees, insurance, bonds, and all other contingencies involved in performing the specified work. Fees and reimbursable expenses required to execute the work as described in this RFP should be included in the financial proposal where applicable.

The Bidders shall propose the payment terms, and a detailed element of costs for each activity for undertaking the tasks in this RFP as well as provide costing itemized costing by duly completing the Material and Service Scope tables located in the Appendices hereto.

Agreed prices for the selected Bidder shall be fixed in the contract. Your commercial proposal must include above and the following -

1. Proposed total cost of carrying out the project should be broken down as follows:
  - (a) Cost of Professional Services: defined as those payments made paid in Jamaican Dollars or United States Dollars (for foreign firms only) to be paid for the level of effort on the project;
  - (b) Reimbursable expenses: defined as out-of-pocket expenses directly related to the project work. Allowable expenses include: travel costs, transportation, etc.

- (c) Contingency: defined as a fixed percentage of the overall work.
  - (d) The assumptions upon which fees and expenses are based shall be clearly presented by the Consultant.
2. Bid Prices - Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account.
  3. Payment Terms – JPS preferred payment term is Net 60 days after receipt of invoice by JPS.
  4. Currency - International suppliers should provide their quotations in USD, while local supplier should provide quote in JMD.
  5. Cost Breakdown Summary (see **Appendix 16.4**)
  6. Draft Contract for works of a similar nature.

**7.1.1** The proposal shall be clearly identified for either task or combined tasks. Proposal must include technical and financial components.

**7.1.2** The Consultant's proposal shall consist of a technical and a financial component. The Consultant should fully understand, that all costs associated with the preparation of the proposal as well as any costs involved in subsequent contract negotiations will not be reimbursed by JPS.

**7.1.3** The proposal shall describe in detail the methodology proposed which must include, as appropriate, the following: how the work will be organized for this project through the definition of activities and sub-activities to be performed and outputs to be achieved by assigned staff. Project activities are those given in the Scope of Work for this project, and sub-activities are those undertakings required to achieve the objectives of each activity. The Contractor must indicate the sources of the expertise it proposes to draw upon and the arrangements, contractual or otherwise, that will be made to secure these services.

**7.1.4** The proposal shall not be verbose and must be described in **no more than ten (10) pages**, the methodology/approach, which must include, the following:

- i. How the work will be organized through definition of activities and sub-activities.
- ii. A brief description of support services to be used such as equipment and facilities or outside individuals/organizations that the Contractor proposes to use as sources of expertise etc.
- iii. Quality assurance and quality control activities
- iv. Reporting and data reduction

**7.1.5 Alternate/Addition to the Proposal**

JPS invites each Bidder to submit a proposal with a scope of work that is an alternate or additional to the scope outlined in this RFP, to provide greater value to JPS. If an alternate proposal is submitted, it should be submitted in addition to the basic scope outlined in this RFP and must be clearly identified in the proposal as such.

## 7. SUBMISSION OF BIDS AND SELECTION CRITERIA

### 7.1. 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 Specifications. Note that the Financial/Costing package will not be opened evaluated if the technical requirements are not met. Responses will be accepted JPS Sharefile FTP site. The deadline for submission of bids is **11:59 p.m. (Jamaica local time) on Monday November 15, 2021.**

### 7.2. Calendar of Activities

The schedule of activities relating to this RFP is shown in *Table 1* below:

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	1-November-2021	JPS
Bidder submits questions on RFP (Final Date)	4-November-2021	Bidders
Final date to respond to all queries	8-November-2021	JPS
Submit intention to participate in RFP	9-November-2021	Bidder
Access given to JPS Sharefile FTP site	10-November-2021	JPS
Completion of RFP and deadline for submission of bids to JPS	15-November-2021 at 11:59pm. (Jamaica Local Time)	Bidders
Closed Bid Opening	16-November-2021	JPS

*Table 1: Calendar of Activities*

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.

### 7.3. Late Bids

Any bid received by the Company after the deadline for submission of bids prescribed by the Company, pursuant to Section 7.5, will be rejected.

### 7.4. Sealing and Marking Bids

All proposals must be submitted electronically as follows:

- i. 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>
- ii. RFP Activities are guided by the dates stated in the Calendar of Events highlighted in Section 7.2. Accordingly with these dates,
  - a) Section 4.1 provides Instructions to submit questions via email only
  - b) A combined response to questions will be shared with all bidders
  - c) Respondents must confirm their intention to bid in order to be setup in JPS ShareFile folder
  - d) Access to individual vendor folders will be given ahead of bid closure to eliminate any issues of bid uploading by RFP deadline.
  - e) Files must be accurately labelled/named. Commercial Information must be a separate file from your Technical Overview.
  - f) ShareFile Access will be removed when the bid closes.

Only Electronic submissions will be accepted.

## 7.5. Proposal Rejection

Bids received after the deadline for submission of bids will be rejected. Any proposal received that does not meet the requirements of the 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.

### **Right of Rejection**

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

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.

## 8. SELECTION PROCESS AND EVALUATION CRITERIA

A selection committee consisting of staff members of the respective departments will review all responses. Selection will be based on the contractor's responsiveness to the RFP and total price quoted.

## 8.1. Bid Evaluation Criteria

A selection committee consisting of staff members of JPS Purchasing and user departments will review all responses. Proposals will be evaluated on the criteria considered to be in the best interest of JPS including but not limited to the following:

Factors
<b>Health and Safety Plan</b> - Demonstrated ability to conduct work safely.
<b>Price</b> – JPS is price sensitive, however, in evaluating fees, the Company will consider the best value versus cost or other factors such as expertise, level of service and professionalism.
<b>Qualification and Experience</b> <ul style="list-style-type: none"> <li>- Feedback from References and Historical Experience</li> <li>- Management Capabilities</li> <li>- Bidder’s qualification and experience of staff in providing such work</li> </ul>
<b>Scope of Work</b> <ul style="list-style-type: none"> <li>- Compliance of proposal with scope of work provided</li> <li>- Compliance with proposed duration to execute the scope of Services</li> <li>- Warranty provision for the spare parts provided</li> <li>- Compliance with the provision of OEM replacement parts</li> </ul>
<b>Responsiveness to the RFP and Methodology</b> <ul style="list-style-type: none"> <li>- Compliance with applicable regulations</li> <li>- Proposal preparation/presentation and response to details of the RFP completeness.</li> </ul>

TECHNICAL EVALUATION CRITERIA	Result
Technical Specification	Pass or Fail

COMMERCIAL EVALUATION CRITERIA	Score (%)
Price	90
Payment Terms	10
Total	100

## 8.2. Determination of Responsive Bids

The company will examine the bids to ensure conformance to all the instructions listed in the Instructions to Bidders.

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

### **8.3. JPS Bid Evaluation Discretion**

JPS at its discretion may:

- Select a bid other than the lowest priced 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 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;
- Require revisions to, corrections of, or other changes to any bid submitted as a condition to its being given any further consideration;
- 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;
- After review of all bids, opt to split the contract between two or more service providers.

### **8.4. Bid Discrepancies**

Bidders are liable for all errors or omissions contained in their proposal. Bidders will not be allowed to alter proposal documents after the deadline for proposal submission.

Arithmetical errors will be rectified on the basis where if there is a discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of errors as such, 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.

## **8.5. Right to Negotiate**

Upon evaluation of the submitted bids, JPS reserves the right to enter into negotiations with one or more Bidders (not necessarily the Bidder with the lowest deliverable price submission) that appear to have submitted a bid that meets the needs and requirements of JPS. Negotiations could include, but are not limited to, price and the terms and conditions of this RFP. However, issues may arise that JPS may not negotiate due to policies or strategies, and an impasse could arise. If, for any reason, a Bidder and JPS cannot arrive at a mutual agreement that would result in the issuance of a contract, JPS reserves the right to terminate negotiations, to reject the bid, and to continue negotiations with other responsive Bidders that may lead to the issuance and award of a contract.

## **8.6. Independent Price Determination**

A Bid will be disqualified and rejected if, in JPS' opinion, there is reasonable indication that the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices between the Bidder, JPS employee or any other Bidder.

## **8.7. Written Clarification**

JPS reserves the right, at its sole discretion, to request clarifications of proposals 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 proposal. Discussions will be limited to specific sections of the proposal identified by JPS and, if held, will be after initial evaluation of the proposals. If clarification is made as a result of such discussion, the Bidder will submit such clarification electronically. Refusal to respond to JPS' requests for clarification may be considered non-responsive and be used as grounds for rejection of the proposal.

## **8.8. Oral Presentation**

Short listed Bidders may be asked to make an oral presentation to the Proposal Evaluation Team and other designated Company representatives. All expenses for the presentation will be borne by the Contractor.

## **9. CONTRACT AWARD**

The award will be based on the proposal that is most responsive to the requirement of JPS and that which will offer the highest return for JPS. Issuance of this Bid does not constitute a commitment by JPS to award any contract or to perform the service as per the Offer made in response to this RFP.

## 10. EQUIPMENT INFORMATION

Details of the equipment are shown in Table 2 below:

Description	Data
Unit	Steam Turbine 14
Equipment	Cooling Tower
Manufacturer	Marley
Type	Class F400 Fibre glass
Model	F489A-4-2
Serial Number	228944
Recirculation Rate	29,668 gpm
System Volume	300,000 gallons
Evaporation	550 gpm
Drift One	(1) gpm
Blowdown	109 gpm
Make-up	660 gpm

*Table 2: Equipment Information*

## 11. SCOPE OF WORKS

1. Provide a detailed proposal outlining the materials, tools, equipment and service required for the overhaul of ST 14 Marley Cooling Tower.
2. Provide a detailed work breakdown structure of activities to meet overall project milestones as per service scope as seen in the Cost Summary section of this document.
3. Provide a detailed final report (inclusive of pictures) outlining as found conditions, as left conditions as well as the activities carried out during the overhaul of ST 14 Marley Cooling Tower.
4. Outline the warranty guidelines being offered for the parts supplied for overhaul of the Cooling Tower
5. Prospective bidders to provide referential documentation to support that they have successfully executed similar projects in the past.

6. Provide timeline for shipment of materials and parts. Prospective bidders to provide supporting documentation (certificates) to support that they are capable of providing OEM parts
7. Outline the International Standard (IOS, AMSE etc) to which your firm is in compliance with and the Quality Assurance and Control Regulations to which your firm is governed by.
8. Provision of Technical resources during ST 14 Cooling Tower Commissioning
9. Provision of tools and equipment to carryout requisite service scope outlined below
10. Provision of data sheets done of as found and as left readings collected to be shared with JPS Engineer for review
11. Provide daily progress reports during the execution of project.

#### 11.1.1 DIVISION OF RESPONSIBILITY

The Division of Responsibility that will govern the execution of project for the overhaul of the ST 14 Cooling Tower will include, but is not limited to, the activities listed in the *Table 3* below. JPS welcomes the feedback from Prospective Bidders in this regard.

Item No.	Resource / Service	Contractor (Bidder)	JPS
1	Supply of Utilities (Compressed Air, Electricity, Water)		X
2	Provision of Electrical and Instrumentation Supports		X
3	Office Facilities for Lead Contractor Personnel		X
4	Dewatering and cleaning of the Cooling Tower Basin		X
5	Corrosion Mitigation Works and cleaning to Cooling Tower Structure		X
6	Workshops, access to Workshop Equipment and workshop equipment (Lathe and Drill Press)		X
7	Hand and Power Tools	X	
8	Personal Protective Equipment and Safety Equipment	X	
9	LOTO, Confine Space and Hot Work Permit		X
10	Shipping and Logistic Support	X	X
11	Jamaica Custom Clearance	X	X
12	Forklift and Crane Support		X
13	Hotel Accommodation for Contractor Workers	X	
14	Local Transportation of Contractor Workers	X	

15	Participate in update meetings (measurement, inspection and findings)	X	X
16	Participate in daily debrief meetings	X	X

**Table 3: Responsibility Matrix**

## **12 CONDITIONS OF CONTRACT**

### **12.1 Period of Contract**

The duration of the contract will be for a period of One (1) Month from the date of award of the contract.

### **12.2 Sub-Contracting**

To the maximum extent practicable, subcontracted services, if any, shall give preference to qualified and experienced Jamaican-owned businesses. Each firm shall prepare and submit a plan for the participation of Jamaican-owned businesses with their proposal with requisite experience, skills, for the activities that they are expected to carry out, insurance and other requirements as stipulated in Section 3. Subcontractors that do not possess the requisite experience and qualification will not be viewed favourable during the evaluation process.

### **12.3 Warranties, Indemnification and Limit of Liability**

The Contractor warrants that the services shall be undertaken in accordance with the standard of care, skill and diligence appropriate at the time of performance expected of industry recognized firms performing services of a similar type and nature.

The Contractor agrees to indemnify and save JPS, including also its employees, officers, directors, affiliates, sub-contractors or suppliers of all tiers, consultants and agents, harmless from any and all losses, damages, claims, causes of action, liabilities, losses, costs or expenses, including death, to the extent caused by the negligence or wilful misconduct of the Contractor, its agents, employees or contractors' affiliates, their agents, or employees, in connection with the works, except if such injuries or death to persons, or damage to property, is caused solely by the Company's negligence or wilful misconduct.

Neither Party to this contract may assert against the other party any claim for breach or non-performance in connection with this contract unless the asserting party has given the other party written notice of the event giving rise to liability within twelve (12) months after the asserting party first knew or should have known of such event.

The provision of this clause shall survive any expiration or termination of this contract.

## 12.4 Termination

JPS, 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:

- If the Contractor fails to perform any other obligation(s) under the Contract.
- The JPS may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience by giving thirty (30) calendar days' notice. The notice of termination shall specify that termination is for the JPS convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Liquidated Damage.
- If the Supplier fails to perform any of the Services within the time period(s) specified in the Contract, 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 percent (2.5%) of the delivered price of the unperformed Services for each week of delay until actual performance, up to a maximum deduction of fifteen percent (15%) of the delayed Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract

## 12.5 Prices for Services

Prices charged by the Contractor for the Services performed under this Contract shall not exceed the prices quoted in the Schedule of Prices on the Bid, and shall be fixed for the period of the Contract unless otherwise agreed by the Parties in writing.

## 12.6 Terms of Payment

The Contractor shall invoice JPS on/or after the last business day of the month. All invoices should clearly state details of the work performed.

JPS shall make payment to the contractor within sixty (60) working days of receipt of invoice unless otherwise indicated.

## 12.7 Force Majeure

The Contractor shall not be liable for termination by Default, if and to the extent, that its failure to perform its obligations under the Contract is the result of an event of Force Majeure as outlined in the Form of Agreement.

If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise specified by the Purchaser in writing, the Contractor 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.

## **12.8 Immigration and Customs**

To enter Jamaica for business purposes, a valid passport and visa are required. For information regarding the obtaining of a visa, contact the Passport Immigration & Citizenship Agency (PICA). Any specialized equipment that may need to be imported to perform the work may require special governmental approvals.

## **12.9 Tax Implications**

It is the responsibility of the proposing contractor to become familiarized with Jamaican Tax Regulations pertaining to the contract and comply accordingly.

## **12.10 Health and Safety**

The successful firm will be responsible for the health and safety of its employees and sub-contractors, inclusive of providing their representatives with personal protective equipment. The JPS facilities and the Jamaican Government have rules and regulations for the safe conduct of personnel inclusive of strict adherence to all stipulated COVID-19 related protocols and procedure. The successful firm is expected to fully conform..

## **12.11 Security**

Each firm is responsible for the security of its own personnel and storage of tools/equipment used to provide the service.

## **12.12 Insurance**

The Contractor shall at his own expense provide and maintain the following insurance coverage:

- i. **Public Liability Insurance**  
For personal injury, death or property damage arising from accidents during the performance by the Contractor of its obligations under the proposed service a minimum limit of indemnity of \$10,000,000 Jamaican or the USD equivalent for any one event or period.
- ii. **Employers Liability insurance**  
Covering all employees and casual workers and with an Indemnity to Principal extension with a minimum limit of indemnity of \$10,000,000 Jamaican or USD equivalent for any one event or period.
- iii. **Motor Insurance**  
Covering any and all vehicles and trailers that are used to carry out the Stack Emission Testing and Evaluation contract with a minimum limit of indemnity of \$10,000,000 Jamaican or USD equivalent for any one event or period

The contractor must provide JPS with satisfactory evidence of all insurance that the contractor is required to take out as stated above.

## **13 SERVICE LEVEL STANDARDS**

All works carried out under this Contract shall be of the highest standard and carried out by a competent person approved by JPS.

### **13.1 Working Hours**

JPS will provide access to the work site as needed. Official access will be made available seven (7) days per week, 12 hour shifts which is subject to change in the event of any amendments to the Government of Jamaica imposed restrictions on movement. Contractors should indicate whether they will be working double or single shifts to complete the outlined work scope. No work shall be conducted outside of the normal working hours without prior written consent from the JPS designate personnel. The Contractor shall provide at least two (2) days advance notice to the JPS designate so as to enable the JPS to make arrangements as may be necessary. Any amendments shall be approved prior to commencement of work.

### **13.2 Identification Cards**

All contractor employees/agents shall have a valid company Identification Card to gain access to the JPS work site. The ID should be displayed by the Contractor or his employee/representative when carrying out work. The ID should show the following:

- a) Contractor or Sub-Contractor's name.
- b) Employee's name.

The contractor shall provide to the JPS authorized person prior to the start of any work, the names of personnel, its employees/representatives that will be working at the JPS site and corresponding ID number. This list shall be updated within 24 hours if there is any change of employee assigned to the job by the contractor, and resubmitted.

### **13.3 Dress Code**

It is expected that each firm/company will have its own dress code. However, our expectation is that contractors' employees will be appropriately and neatly dressed with long sleeved cotton shirts and long pants.

At a minimum, the following dressing pattern or appearance is prohibited:

- Short skirts
- Sleeveless shirts or blouses
- Clothing that contain advertisements for tobacco, alcohol or drugs
- Clothing that contain pictures or graphics of nudity; words that are profane, lewd, vulgar, or indecent
- Halter or bare midriff tops, or bare midriffs
- Spaghetti straps or tank tops

- Strapless shirts or tube tops
- Pants, slacks or jeans that sag below the waist
- Underpants or bras showing or worn as outerwear
- Provocative, revealing attire that exposes cleavage
- Shirts and blouses worn outside of pants or skirt
- Dangling jewellery
- Nose rings
- Slippers

### **13.4 Authorized Drivers**

All drivers of vehicles required to operate within the confines of JPS' properties shall hold a relevant and current Government of Jamaica driver's Licence of appropriate class as required by the Laws of Jamaica.

Contractor employees whose licences have been suspended, revoked or have expired shall not be permitted to drive vehicles on the JPS' property.

### **13.5 Contractor Workforce Competence**

All contractor employees engaged in work for the JPS shall be trained and familiar with the safety related work practices and procedures pertaining to their job. The contractor is solely responsible for ensuring that its employees are adequately trained and certified for assigned job functions.

The following actions are prohibited:

- a. Carrying of felonious weapons, e.g. guns, flick or switch blade knives while on the property of JPS,
- b. Smoking in strictly defined non-smoking areas,
- c. Loitering,
- d. Smoking ganja or use of drugs while on the property of JPS

Anyone found guilty of any of the above will be removed from the job site and the contractor will be asked to remove such employees from the project.

### **13.6 Hurricane Protection**

In the event that a hurricane warning is issued while the Contractor is performing work on the JPS work site, the contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property.

### **13.7 Staffing**

It is essential that Contractors include details of a proposed managerial, supervisory and administrative staff chart, together with an outline of each member's responsibility.

JPS has the right to require the Contractor to remove from the works any person employed by the Contractor who, in the opinion of JPS, is not capable of performing such works.

### 13.8 Environmental and Safety

The successful firm will be responsible for the health and safety of its employees and subcontractors. The JPS facilities have rules for the safe conduct of personnel that will be made available. The successful firm is expected to conform to these rules, and those stipulated by the Jamaican Government.

A safety briefing will be held by JPS' designated personnel to provide the contractor with the safety standards and requirement expected. All Contractors' employees must attend. Employees not in attendance will not be allowed to perform work.

The Safety Briefing shall entail:

- Purpose of the Job
- Work assignments/Employee Job duties
- Review of all applicable procedures/work methods and tools to be used
- Review of applicable Safety Rules and Covid-19 protocols, including identification of personal protective equipment.
- Identification of all known hazards at the job site prior to start of the job, addressing others as they are identified.
- Reviewing of any special job instructions/precautions.

The Contractor shall promptly correct any unsafe conditions brought to his attention.

### 13.9 Accident Reporting

Contractors shall maintain their own accident records. They shall ensure that their employees are aware of accident reporting procedures. JPS' responsible persons, Contracts Administrator and HSE Manager shall be **promptly notified** of all accidents or near miss incidents (within 24 hours).

Each accident/incident shall be investigated and steps taken to prevent its re-occurrence. Contractors must make their accident records available to JPS as provided for in the Contract Safety Requirement or upon request for inspection and review.

The Contractor shall provide first-aid station and persons who can administer first aid on site.

Any Contractor who knowingly comes in contact with a person who tested positive for Covid-19 is required by Jamaican law to quarantine. Where required, the Ministry of Health must be notified and the relevant approvals obtained before the Contractor resumes work at the JPS facility. All cases must be reported to HSE Manager.

## 14 GENERAL STATEMENT OF RESPONSIBILITIES

## 14.1 JPS Responsibility

JPS will provide the following:

1. Supply of Utilities (Compressed Air, Electricity, Water)
2. Provision of Electrical and Instrumentation Supports
3. Office Facilities for Lead Contractor Personnel
4. Dewatering and cleaning of the Cooling Tower Basin
5. Corrosion Mitigation Works and cleaning to Cooling Tower Structure
6. Workshops, access to Workshop Equipment and workshop equipment (Lathe and Drill Press)
7. Lock Out Tag Out (LOTO), Confine Space and Hot Work Permit
8. Forklift and Crane Support

## 14.2 Contractor's Responsibility

1. It is the responsibility of the contractor to provide all manpower, equipment, arrangements, supplies and other resources needed to perform the work.
2. The contractor is responsible for all shipping and travel logistics and all costs associated with those.
3. The contractor is responsible for meeting all project requirements not explicitly stated as the responsibility of JPS listed above.
4. Unless otherwise specified, it is the responsibility of the contractor to obtain any and all permits, licences, governmental approvals, pay duties, taxes and fees in order to complete the work. This will include all equipment or other items necessary to execute the work.

The successful Contractor, prior to mobilization to the site, shall submit to JPS for review and approval a site operations plan and electrical requirements. This plan will outline specific operational procedures that will be followed; safety procedures; certificate for required training, certification for requirement safety gears if necessary to carry out the work – i.e. respiratory fit testing, forklift operations, procedures for spill prevention and response; detailed project schedule; project personnel organization; chemicals, equipment and other materials that will be imported for the project; and other pertinent information.

The contractor shall mobilize the personnel, equipment, and supplies necessary to execute the scope of work to JPS's facilities in Jamaica. Appropriate labelling of any equipment/chemicals or supplies should be maintained.

Upon completion of the work, the contractor shall remove all wastes, contractor equipment, materials and supplies, and all chemicals not used during the project. These wastes must be disposed of in the appropriate manner and JPS must be advised of method of disposal.

## 14.3 Other Responsibilities

1. The contractor shall be subject to the laws and requirements of Jamaica.
2. The Contractor is responsible for obtaining necessary visas and work permits for employees.

3. The contractor shall comply with all JPS environmental and safety requirements.
4. Time is of the essence. The contractor shall complete the work as quickly and safely as possible.
5. Insurance, including but not limited to environmental impairment liability insurance.

## 15 APPENDICES

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## 15.1 Appendix 1 – Confidentiality and Non-Disclosure Agreement

### CONFIDENTIALITY & NON- DISCLOSURE AGREEMENT

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This CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (this "Agreement") made the \_\_\_\_\_ day of \_\_\_\_\_, 2021 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 **[NAME OF ENTITY]**, a Company incorporated under the laws of **[INSERT JURISDICTION UNDER WHICH ENTITY WAS ORGANISED/INCORPORATED]** with its registered office at **[INSERT LOCATION OF REGISTERED OFFICE]** (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. Counterparty is a **[INSERT NATURE OF THE BUSINESS OF THE COUNTERPARTY]**.
- c. The Parties have expressed a willingness to provide Confidential Information (as hereinafter defined) solely to facilitate the **[INSERT THE DESCRIPTION OF THE SUBJECT MATTER OF THE NDA]** (hereinafter called the "Transaction"), on condition that such information shall be treated by the other Party as confidential.
- d. 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, data or material, disclosed before, on or after the date of this Agreement (in whatever form whether orally or in written, electronic, recorded or other format including, but not limited to, computer files, diskettes, voicemail, or email) relating to the Disclosing Party or its Representatives (as hereinafter defined) or the

Transaction including business plans, customers, pricing, strategies, trade secrets, knowhow, operations, finances, assets, technology including but not limited to hardware and software, methodologies or any other information, whether tangible or intangible 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;
- (iii) the agents, contractors and sub-contractors engaged by that Party in connection with the Transaction; and
- (iv) controlling persons.

**“Term”** means the duration of this Agreement as set out in Clause 3.

2. Exclusions to Definition of Confidential Information. Notwithstanding the definition of Confidential Information set forth in Clause 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. Authorization shall be specifically communicated and shall not be inferred.

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 Clause 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 *Clause 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 to hold such Confidential Material, subject to the confidentiality obligations and other obligations of this Agreement.

Within ten (10) business days of such written request by the Disclosing Party, the Receiving Party shall confirm in writing signed by a duly authorized officer of the Receiving Party 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, provided that such Confidential Material is not held for a period exceeding the Term without the prior written consent of the Disclosing Party. In the event that the Receiving Party holds Confidential Material, the Receiving Party shall at the request of the Disclosing Party at the end of the Term, or such other approved extended term, destroy the Confidential Material and shall confirm in writing signed by a duly authorized officer of the Receiving Party that such Confidential Material has been destroyed.

*Notwithstanding the foregoing requirements of this Clause 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 in existence or imminent at the time of the request from the Disclosing Party 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 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 summaries. 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 Disclosing

Party's or such Representative's business or that of its or their affiliates, provided that the Disclosing Party 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 its Representatives), 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 defence 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. Each Party agrees to indemnify and hold the other Party harmless from any direct, out-of-pocket losses, damages, costs or liabilities (including reasonable legal fees and the reasonable cost of enforcing this Agreement, but excluding any claims for indirect, consequential, lost profit, special or punitive damages) arising out of or resulting from a breach by it or its Representatives of any of the provisions of this Agreement.

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 Clause 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. This Agreement neither obligates a Party to deal exclusively with the other Party. 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) Confidential Material has been generated by the Receiving Party, or (iii) 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 Clause 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 Financing Source.

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 and hereby waive any claim that Jamaica is an inconvenient forum or that Jamaica's courts do not have jurisdiction.*

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.

24. Assignment. No party to this Agreement may assign or transfer this Agreement, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other Parties, and any assignment without such consent shall be void and invalid and shall constitute a breach for the purposes of Clause 11.

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: \_\_\_\_\_

**[INSERT NAME OF ENTITY]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

15.2 Appendix 2 - General Information Sheet

**General Information**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Key Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

### 15.3 Appendix 3 – Commercial Summary

Bidder is required to complete below and summary cost schedule on the following page.

Along with your detailed/itemized cost breakdown, this must be uploaded to the Commercial folder only.

### 15.4 Appendix 4 - Cost Breakdown

Name of Organization: \_\_\_\_\_

#### **Payment Terms**

**Purchaser's preference: Net 60 days of invoice date**

**Bidder's proposal: Net \_\_\_\_\_ days of invoice date**

<p><b><u>Signature of Bidder</u></b></p>
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## 15.5 Appendix 5- Cost Schedule

All financial proposals must include itemized costing for the items and activities listed in the Material and Service Scope tables below. These tables are to be completed in United States Dollars and included in all Financial Proposals.

Material Scope:

Item No.	Item Description	Quantity	Cost
1	Fills - Assembly MC75 15 MIL, 12 X 72 X 48	2 set	
2	Fills - Assembly MC75 15 MIL, 1.5 X 72 X 48	2 set	
3	HP7000 Fan Assembly 336 inch Diameter 7 Blades	2 set	
4	Drift Eliminator - Assembly ELIM TU12C 72.000, C,1@00.0&00.0 17 MIL	432	
5	Pultrusion Panel - Pultrusion Panel Gritted, 1 NOMX24*X18'-0	40	
6	Nozzle	2 set	
7	Geareducer	1	
8	Driveshaft Addax LRA650.425-, SS DBSE 126.19 (Drive Shaft Coupling and bolts)	2 set of two	
9	Structure Fastener	1 set	
10	Drive Shaft Flexible Element	4	
11	Staircase Landing	1	
12	Staircase Trend	1	
<b>Total Material Cost</b>			

Service Scope:

Item No.	Item Description	Cost
1	Cooling Tower Structure <ul style="list-style-type: none"> <li>• Replacement of damage fasteners</li> <li>• Check and tighten all fasteners</li> </ul>	
2	Fan Deck <ul style="list-style-type: none"> <li>• Removal and replacement of selected pultrusion panel (20 24"*18' length panel)</li> </ul>	
3	Fills (scope for 2 cells/towers) <ul style="list-style-type: none"> <li>• Removal and replacement of Assembly MC75 15 MIL, 12 X 72 X 48</li> </ul>	

	<ul style="list-style-type: none"> <li>Removal and replacement Assembly MC75 15 MIL, 1.5 X 72 X 48</li> </ul>	
4	Drift Eliminator (scope for 2 cells/towers) <ul style="list-style-type: none"> <li>Removal and replacement of Assembly ELIM TU12C Drift Eliminator</li> </ul>	
5	Water Distribution System (scope for 2 cells/towers) <ul style="list-style-type: none"> <li>Replacement of Nozzle</li> </ul>	
6	Drive Shafts (scope for 2 set of two) <ul style="list-style-type: none"> <li>Replacement of shaft coupling, flexible element and bolts</li> </ul>	
7	Gear-reducer (scope for 2 cells/towers) <ul style="list-style-type: none"> <li>Conduct realignment checks between gear-reducer and motor</li> </ul>	
8	Fans (scope for 2 cells/towers) <ul style="list-style-type: none"> <li>Replacement of Fan Blades for each Geareducer</li> <li>Alignment and balancing of replacement fan blades.</li> </ul>	
9	Replacement of Staircase crack landing and tread	
<b>Total Service Cost</b>		

**\*END OF DOCUMENT\***