



JAMAICA PUBLIC SERVICE CO. LTD.

REQUEST FOR PROPOSALS

The Supply of Electric Vehicle Supply Equipment

RFP # 925580



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Table of Contents

1.0	Introduction	2
2.	General Instructions to Bidders.....	4
3.	Scope of Services.....	6
4.	Bid Format	14
5.	Selection Process and Award Criteria.....	19
6.	Award of Contract.....	21
	APPENDIX 1	i
	APPENDIX 2	iii
	APPENDIX 3	v
	APPENDIX 4	x
7.	Supply Agreement	-1-



JAMAICA PUBLIC SERVICE CO. LTD.

1.0 Introduction

The Jamaica Public Service Company Limited (the “Company” or “JPS”) seeks quotes from manufacturers or authorized manufacturer’s representatives to supply the Company’s requirements for Electric Vehicle Supply Equipment (EVSE).

1.1 About JPS

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 approximately 585,000 residential, commercial and industrial customers, through a workforce of close of 1,500 employees and a network of offices throughout the island. The Company owns and operates 4 power stations, 8 hydroelectric plants, 1 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 168 MW is owned by Independent Power Producers (IPP’s). The company also manages and operates the transmission and distribution system.

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.

JPS is committed to becoming a leader in the transition of transportation in Jamaica from fossil fuels to electricity, and as such, is investing in a public electric vehicle charging network.



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JPS has recently installed ten (10) public-electric vehicle charging stations throughout the island of Jamaica, consisting of three (3) x Level 3, DCFC's and seven (7) x Level 2 AC chargers. The OCPP network management for these chargers is provided by ChargeLab from Canada.

The purpose of this tender is to solicit a hardware solution for the JPS for electric vehicle charging stations at a number of locations across the island. Eight (8) locations are currently being considered, namely: Kingston, Drax Hall, Discovery Bay, Greenwood, Negril, Mandeville, Clarendon Park and Morant Bay.

1.2 Objective

The objective of this Request for Proposal is for the supply of Electric Vehicle Supply Equipment (EVSE) package and support for commissioning services to ensure the system is functioning as designed.

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 the items the Supplier is required to supply to the Purchaser under the Contract.



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"**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. **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):

Name: Kolonje McKenzie
CC: Dianne Plummer

Address: Jamaica Public Service Company Ltd
113 Washington Boulevard
Kingston 20, Jamaica



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Email: komckenzie@jpsco.com

CC: dplummer@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.

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.



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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. Scope of Services

3.1 EV Charging Station Technical Specifications

EV charging stations shall meet, at a minimum, the following specifications and requirements:

- Unless otherwise stated all EVSE supplied as a result of this RFP and subsequent JPSCo. Proposer Agreement shall be new only, never used, of the latest model from the manufacturer and not re-manufactured;
- Weatherproof equipment, including but not limited to resistance to rain, wind, and flooding with a minimum NEMA 3R or equivalent rating;
- Use of high quality and visually attractive materials that are not intrusive to the existing host site;
- Compliance with National Electrical Code, CE, IEC, UL and other relevant regulations or manufacturer's jurisdiction (the more stringent shall apply), for safety and operation;
- Provide utility-grade revenue meter complying with MID 2004/22/EC or acceptable alternative;
- Charge connectors with self-retractable cables, or cable management options provided;
- Screen display(s) shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night;



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- All information provided on the screen display shall be in the English Language, display local time and indicate an Emergency contact number.
- Shall be equipped with an anti-skimming RFID card reader capable of interaction with a smartphone and an RFID card, and an optional credit card reader to allow for user interaction on an open or closed network.
- Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating;
- Safety features must include, overcurrent protection, ground fault circuit interrupt (GFCI), ground verification, surge protection and stuck relay detection;
- Power Supply and EVSE Type
 - LEVEL 2 AC CHARGING STATION - SAE-J1772 compliant, capable of supplying a minimum of 7.2 kW output power rating with an input voltage range 190-240VAC, nominal voltage 220VAC, 1-phase, 50Hz. With EVSE stand;
 - LEVEL 3 DC CHARGING STATION - SAE-J1772 or IEC62196-2 compliant, capable of supplying a minimum of 25 kW output power rating with an input voltage range 190-240VAC, nominal voltage 220VAC, 1-phase, 50Hz; or; 415VAC±10%, nominal voltage 415VAC, 3-phase, 50Hz
 - LEVEL 3 DIRECT CURRENT (DC) Fast Charge Charging Station – Dual standard with both CCS1 and CHAdeMO charging connectors or CCS2 and CHAdeMO as specified. Capable of supplying a minimum of 50kW output from each charge point simultaneously, with an input voltage of range 360VAC to 600 VAC, 3-phase, 50Hz;
 - The grid input voltage is 415VAC, 3-phase, 50Hz.
 - DC Fast Charging station should have the option of being upgradeable to an output of 100kW or higher
 - EVSE output voltage range is 150-950VDC (CCS1 & CCS2) and (150-500VDC, CHAdeMO)
- Capable of power-sharing or demand management from a single circuit between a single or dual-port charging station;
- Network ready – able to communicate with a network management system (NMS);
 - Capable of being fully networked to allow for the management of charging operations including access, pricing, power distribution, charging notifications, mappable, and able to communicate real-time availability of charging station status;
 - Open Charge Point Protocol (OCPP) 1.6J compliant;
 - Supplier should indicate availability of OCPP 2.0/2.1 and reverse compatibility to OCPP1.6J.
- Provide design services, including graphic design, wrap, and decals or a suitable surface finish to allow for the client to brand equipment;

Proposals shall contain detailed technical descriptions, via specification sheets, of charging stations proposed, including compliance with specifications listed above, energy delivery speed and the useful life of all components. The proposal shall also indicate any smart network or payment systems that are compatible with the proposed hardware.



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If the Proposal does not meet one of the technical specifications described above, a full explanation of the reasons why should be included in the Proposal.

Table 1.0: Types of EVSE’s, Capacity, Quantity and Charge Point Type

No.	Type	EVSE Capacity	EVSE Qty	Charge Points-Qty
1	Level 3	50/60kW_DC, upgradable to 150kW	2	CHAdMO-1, CCS1-1
2	Level 3	90-100kW_DC, upgradable to 150kW	1	CHAdMO-1, CCS1-1
3	Level 3	25-30kW_DC	2	CHAdMO-1, CCS1-1
4	Level 3	25-30kW_DC	1	CHAdMO-1, CCS2-1
5	Level 2	22kW_AC with single EVSE stand	1	Type 1 (J1772), Qty:1
6	Level 2	11kW_AC with dual EVSE stand	2	Type 1 (J1772), Qty:1
7	Level 2	7kW_AC with single EVSE stand	1	Type 1 (J1772), Qty:1
TOTAL			10	

3.2 EVSE Site Locations

The JPS intends to install ten (10) EV chargers at eight (8) locations across the island. Bidders are invited to submit proposals for all or part of the chargers requested in Table 1.0.

Please note that these are preliminary locations and subject to all applicable approvals and permits and may be modified by the JPSCo.

Table 2.0: EVSE Sites, Charger Type and Ports

Site	Proposed EVSE Site Address	Power Station/ Charger Type	No. of Chargers	Total No. of Ports	EVSE/ Zone ID
Kingston	TBD	Level 3 (~50kW)	1	1	01002
Drax Hall	TBD	Level 3 (~25kW)	1	2	02002
Discovery Bay	TBD	Level 3 (~50kW)	1	2	03002
Negril	TBD	Level 3 (~25kW)	1	2	04002
Mandeville	TBD	Level 3 (~50kW)	1	2	10001
Mandeville	TBD	Level 3 (~25kW)	1	2	10002
Morant Bay	TBD	Level 2 (~7kW)	1	1	04001
Clarendon Park	TBD	Level 2 (~11kW)	2	1	05001
Greenwood	TBD	Level 2 (~21kW)	1	1	06001
	Total		10	14	



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Table 2.1: Location and Supply Type (AC/DC)

No.	Location	Dual	Dual	Single
		DC	DC	Lvl-2-AC
1	Kingston	1		
2	Drax Hall		1	
3	Discovery Bay	1		
4	Negril		1	
5	Mandeville	1	1	
6	Morant Bay			1
7	Clarendon Park			2
8	Greenwood			1

3.3 Equipment Documentation

The Proposer shall provide equipment operation, and maintenance manuals for each EVSE shipped. Instruction leaflets, instruction bulletins, and renewal parts lists, where applicable, shall be included for the complete EVSE and each major component.

Prior to production of equipment, electronic copies of shop drawings are to be submitted to JPS for review and approval. Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, wiring diagrams, panel layouts with bills of material, explanatory notes and other information necessary for the completion of work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated.

The Proposer shall provide proof of successful integration with JPS' network manager, ChargeLab. No unit shall be shipped without the approval of JPS that all the required documentation, manuals, FAT test reports and been submitted to JPS and been accepted by JPS. This does not replace the suppliers responsibility to ensure all the required tests have been successfully completed.

Submit factory test reports for each EV charging station prior to shipment of units.



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All documentation, whether tender or project communication, labels, manuals and deliverables shall be done using the English Language.

3.4 Delivery of EV Charging Stations and Equipment

The Proposer shall furnish and install all materials and equipment to complete the deliverables as required by the JPSCo.

JPSCo will be responsible for clearance of equipment at Jamaica Customs following shipment. All EVSE and corresponding components are to be delivered to the JPSCo as per CIF, Incoterms 2010

All shipments must be packaged according to industry practice. The packaging must remain in its initial condition up to the final destination and must be able to withstand all transshipments and all types of transport.

3.5 Lead Time

The maximum lead-time for product and service delivery is twelve (12) weeks from the date of order to receipt at customs unless otherwise agreed to by JPSCo. Lead-time for all Products and Services shall be provided to the JPSCo. At the time of closing of this RFP. Understanding that there may be extenuating circumstances (i.e., a longer delivery lead-time when purchasing custom-configured Products), which must be communicated immediately to the JPSCo.

Should the successful Proposer fail to provide any of the units within the time specified herein, it should pay to JPSCo. the Delay Damage of 1/7 per cent of the total Contract Price for each day of delay. However, the event the total Delay Damage has reached 25% of the total Contract Price, JPSCo. may decide to terminate the Contract.

3.6 Damaged or Defective Shipments

The Proposer shall ensure the Product and Services meet the requirements of the specifications. If the Proposer did not follow the JPSCo.'s instructions, proposed product and services may not be acceptable to the JPSCo. The Proposer will be responsible for all shipping costs related to the return and re-shipping of any damaged or defective items used in the installation.



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3.7 Dead-on-Arrival Products

The Proposer shall provide a replacement/ exchange for any dead-on-arrival (“DOA”) Products that do not work at first power-up at the JPSCo.’s site. Any damaged or defective equipment shall be reported to the JPSCo, and moreover, replaced with new equipment. The Proposer shall deliver and install the new replacement Product to the same JPSCo. Location, within five (5) Business Days of notification by the JPSCo. At no extra charge to the JPSCo. The Proposer shall ensure the new replacement Product is configured to meet the JPSCo.’s needs.

3.8 Product Recalls

The Proposer will be responsible for managing Product and/or part recalls and informing the JPSCo of same promptly. If a recall occurs, the Proposer shall be responsible for all applicable costs (e.g., return, replacement, installation (during warranty period), and delivery. The Proposer shall provide a no-cost replacement Product if required by the JPSCo.

3.9 Return

The Proposer shall accept all products returned by the JPSCo. that were not used and/or were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge (e.g. restocking or shipping fee) to the JPSCo.

3.10 Maintenance & Communications

Proposer shall furnish equipment that is capable of establishing communication with an OCPP service provider capable of monitoring the EV chargers for any error or malfunction 24 hours a day, seven (7) days a week. Maintenance of the EV charger stations shall be performed by a local service provider(s) who has the capabilities and capacity to perform these services on behalf of the manufacturer. The maintenance plan provided shall be for up to five (5) years and a minimum three (3) year manufacturer’s warranty for all EV charger equipment.

Proposer shall submit a list of critical spare parts and planned maintenance parts and the associated cost of said parts.

The proposal shall indicate the remote monitoring and control capabilities that are available, and where applicable, the associated cost to JPSCo. The proposal shall also detail all the responsibilities of JPSCo to facilitate the remote monitoring and control of the units by JPSCo, e.g. SIM card and data services, etc.



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3.11 Service Provider(s)/Data Capture

EV charger stations must-have capabilities to capture, transmit, or backup data on all charging operations and activities. The network communications shall, at a minimum, be capable of providing the following information for each charging transaction, at each charging location, and must comply with international regulations:

- Charging data such as date and time of usage (start and stop time) and utilization rates;
- Total kWh and Total kW draw;
- Total Jamaica dollar amount for kWhr supplied as measured by meter;
- Station status and health in real-time;
- Malfunction or operating error and/or alerts.
- Meters to comply MID 2004/22/EC or alternative approved by JPS.
- Communication signal strength

3.12 Product Safety

The EV charger stations shall have the ability to stop the flow of power when not in use. The system shall have over-current protection to prevent vehicles from drawing too much power. The control will not permit the equipment to dispense electricity unless authorized by means of Fob/ Radio-Frequency Identification RFID or via payment.

3.13 Warranty

The successful Proposer's warranty on all purchased EV charger equipment, hardware, and software shall be for a minimum of three (3) years from the date of acceptance by the JPSCo. Warranty shall include all materials, equipment, parts, specialty installation/service tools, as well as all manufacturer-recommended upgrades. Warranty shall cover complete repairs or replacements, and site visits as necessary. For activities covered under warranty, an approved service provider shall be used. If there is a failure of the EV charger during the warranty period, the hardware provider shall agree to replace such components or parts within 72 hours of notification. The manufacturer shall identify and select local service provider(s) to perform all warranty, repair, and maintenance services to the charger stations. JPS may suggest options which the manufacturer can explore it is attempts to identify local service provider(s). Notwithstanding the foregoing, the Proposer shall be responsible for the final approval of any local service provider(s) and shall ensure that all local service provider(s) are adequately and appropriately trained and certified in relation to all warranty and service activities.

Supplier shall indicate the location of nearest service centers with spare parts inventory for the units included in the proposal and after-sales support for troubleshooting and warranty issues.



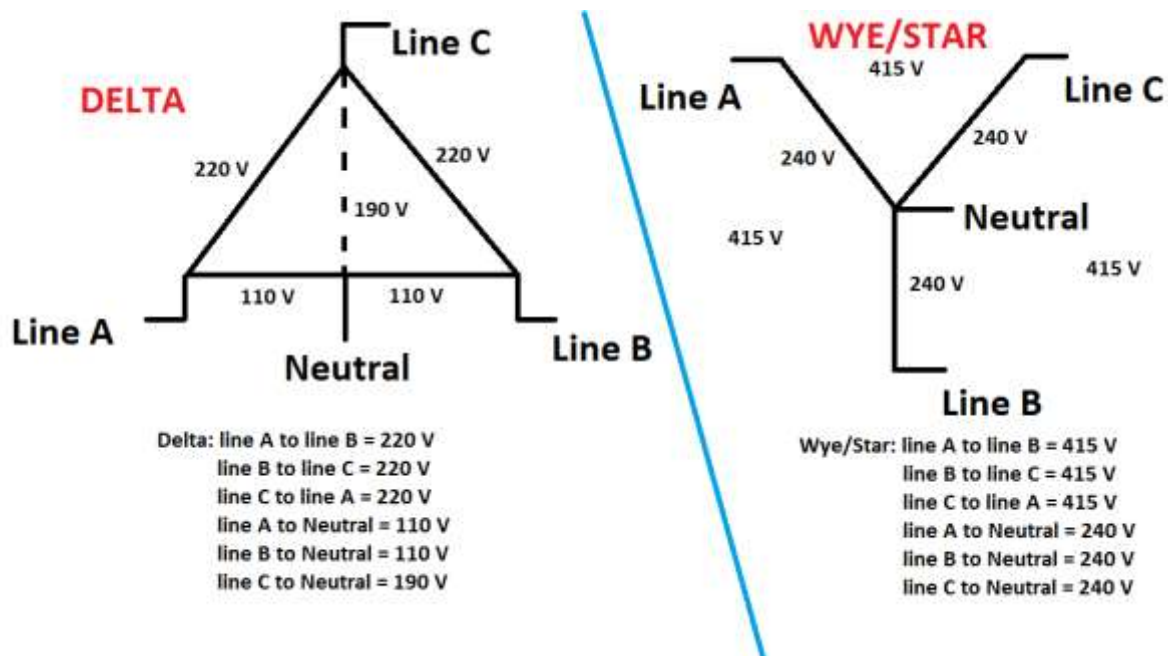
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Supplier shall indicate if the spare parts inventory location and after-sales support location will provide support to buyer in Jamaica should the bidder be successful.

3.14 Grid Interconnection

The electrical grid in Jamaica supplies electricity within a 5% range of the voltages shown in the diagram below. The frequency of supply is 50Hertz.

Proposals shall indicate using a single line diagram, how each type of EVSE will be connected to the JPS electrical network using the network configurations shown below.



Jamaica's Electrical Grid Power Supply Configuration

3.15 Optional Information

Level 1 & 2

Bidders seeking to supply Level 2 EVSE's may also submit technical information on products suitable for other applications, such as;

3.15.1 Multiple interconnect Level 2 chargers for strata's and condominium's with local load management to limit the maximum current from the chargers



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- 3.15.2 EVSE for residential and commercial application with vehicle-to-load/home and or vehicle-to-grid functionality
- 3.15.3 Multiple Level 1 or 2 charge points connected to a sole “Master” power supply (with load management) able to unlock power to specific charge points using OCPP or EVSE manufacturer’s application. This solution is desirable for hotels where EV users will leave EV’s parked for +24 hours.
- 3.15.4 Provide information on individual chargers for residential applications that can be powered by the split-phase configurations show in Section 2.14 and detail how the same charger can be configured for SAE-J1772 or IEC62196-2.

Level 3

- 3.15.5 Bidders seeking to supply Level 3 EVSE’s may also submit technical information on products suitable for other applications, such as charging of public transport busses and heavy duty truck fleet operations.

4. Bid Format

The bid shall be prepared in two (2) parts, Financial and Technical. The Technical profile, should not contain any pricing information. The financial proposal shall be separate and contain price information.

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

A. Financial Profile

- (a) General Information Sheet Appendix 1
- (b) Evidence of establishment, type of organization, size, and professional affiliate
- (c) Executive Summary indicating why your firm should be chosen to provide the goods or services for JPS
- (d) Provide the names and profiles of the top 3 executives
- (e) Audited Financial Statements for the last 2 years
- (f) The financial proposal shall consist of cost estimates along with a payment schedule.
- (g) Quotations must be submitted in the form specified in Pricing Form in Appendix 3 and should include any applicable volume discounts or rebates.



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B. Technical Proposal

(a) Cover Page

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled in. The Cover Page Form shall include the company name, identify the person authorized by law to render the Services and title. In addition, the Proposer shall include the mailing address, telephone number, and e-mail address. The Proposer shall designate one duly authorized representative to receive all notices and be contacted by JPSCo., as may be needed, in reference to this Solicitation.

(b) Minimum Qualifications of the Proposer

Indicate the Proposer's experience in providing the proposed Services. Licenses and any other pertinent information shall be submitted and should meet the minimum qualifications in accordance with Section 3.

- State the years the Proposer has been providing Electric Vehicle Car Charging and EVSE. Describe the Proposer's qualifications, addressing Proposer's ability to manage and provide the services requested in this RFP.
- Describe the Proposer's general history and experience providing Electric Vehicle Charging Stations and EVSE, including any notable Health & Safety issues.
- Proposer shall provide a statement that the Proposer is not in arrears of any payments owed and/or owing, and is, in fact, current by the due date of proposal.
- Proposer shall indicate potential local or regional service provider.

(c) References

The proposer must provide at least three (3) references of business clients to which it has provided similar Services with a similar climate using the Reference form in Appendix 2. Reference information to include all relevant contact information for clients including address, phone number, and point of contact. References must be able to effectively communicate orally and in written form in the English language.

(d) RFP Checklists

Form as stated in Appendix 1

(e) Technical Specifications Clarifications & Exceptions

1. Form in Appendix 4
2. Technical data sheet governing this RFP



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3. All relevant Drawing as it related to the proposal.
4. Guaranteed performance, any applicable safety and Environmental Standards.

- (f) Indemnification and Insurance
See appendix 3
- (g) Acknowledgment of addendum(s)
See Form in Appendix 2

4.1 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, kindly 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.

4.2 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.

4.3 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.

4.4 Bidder's Eligibility and Qualifications

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



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

4.5 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.

4.6 Submission of Bids and Selection Criteria

All responses must be in English Language. Your bid response must be presented in two (2) separate files namely Financial/Costing and Technical Specifications. The deadline for submission of bids is **11:59pm Eastern Standard Time on Tuesday September 20, 2022.**

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	August 23, 2022	JPS
Bidder submits Queries/questions on RFP	August 26, 2022	Bidder
Final date to respond to all queries/Questions	September 2, 2022	JPS
Final date for Submission of bids to JPS	September 20, 2022	Bidder
Bid opening/download	September 21, 2022	JPS
Evaluation (Commercial and technical) Completion	September 27, 2022	JPS
Selection and advise all offerers	September 29, 2022	JPS



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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.

4.7 Late Bids

Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

4.8 Sealing and Marking Bids

Observing the deadline of the RFP, responses should be submitted electronically with appropriately file labels/names, and information required using ShareFile by Citrix. Documents should be Adobe Pdf file formats. Proposal must be signed by an official, authorized personnel who can bind the contractor to the provision of the RFP.

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>

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 provides Instructions to submit questions via email only
- 2) A combined response to questions will be shared with all bidders
- 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 1 weeks before the bid closes to eliminate any issues for bid upload by RFP deadline.
- 5) Files must be accurately labelled/named. Commercial Information must be a separate file from your Technical Overview.
- 6) ShareFile Access will be removed when the bid closes.

4.9 Proposal Rejection

Any bid received after the deadline for submission of bids prescribed by the Company will be rejected. 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.



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

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

5. 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 EVALUATION

CRITERIA	Score
Technical Specification- Must meet 60% to require to pass requirement.	Pass/Fail
Experience, Technical Capacity	Pass/Fail
Warranty	Pass/Fail
Certifications	Pass/Fail

COMMERCIAL EVALUATION

CRITERIA	Score (%)
Price	80
Terms of payment	5
Delivery / Lead Time	13
Lifecycle Cost Analysis	2
Financial Strength- Must have a minimum current ratio of 1 to require to pass requirement	Pass/Fail
Total	100



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5.1 Opening of Bids by Purchaser

The Purchaser will open bids privately, on **Wednesday September 21, 2022**. At the following location:

Jamaica Public Service Company Limited
113 Washington Boulevard
Kingston 20
Jamaica, W.I.

5.2 Schedule

For purposes of responding to this RFP, Bidders should assume that JPS' procurement and implementation planning will be completed by **October 2022**.

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



JAMAICA PUBLIC SERVICE CO. LTD.

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 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.

International Supplier

- Prices should be quoted in USD.

Local Supplier

- Prices should be quoted in JMD

6. 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.



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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.



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APPENDIX 1

**REQUEST FOR PROPOSAL (RFP)
Electric Vehicle Supply Equipment
RFP # 925580**

GENERAL INFORMATION Form

I certify that any and all information contained in this RFP# 925580 is true; and I further certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting an RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP and certify that I am authorized to sign for the Proposer firm.

Please print the following and sign your name:

Name of Organization: _____

Address: _____

Key Contact: _____

Title: _____

Telephone Numbers: _____

Fax: _____

Email Address: _____

Authorized Signature: _____



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RFP CHECKLISTS Form

This checklist is provided to help you conform to all form/document requirements stipulated in this RFP and attached herein. This checklist to be submitted with the Proposal.

Relevant Sections for Submission	Submitted with Proposal
4.1 Cover Page	YES _____
4.2 Minimum Qualifications to be returned with Proposal	YES _____
- No. of years providing EVSE, qualifications, and capability to address the services requested in this RFP.	YES _____
- General history and experience providing EVSE including any notable health & safety infractions and/or issues as applicable in governing jurisdiction.	YES _____
- Confirmation that Proposer is current and not in arrears of any Payment owed and/or owing.	YES _____
4.5 RFP Information Form to be completed, signed, and returned with Proposal	YES _____
4.6 Reference form to be completed and returned with Proposal	YES _____
4.7 Technical Specifications Clarifications & Exceptions, to be completed and returned with Proposal	YES _____
5 Indemnification & Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFP (must be signed)	YES _____
6 Acknowledgement of receipt of each addendum issued by JPSCo, if applicable	YES _____
7 Pricing Page to be completed and returned with Proposal	YES _____



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APPENDIX 2
References Form

Reference (1)	
Customer:	
Address:	
Phone number:	
Point of Contact:	
Email Address:	
Products/Services Provided:	

Reference (2)	
Customer:	
Address:	
Phone number:	
Point of Contact:	
Email Address:	
Products/Services Provided:	

Reference (3)	
Customer:	
Address:	
Phone number:	
Point of Contact:	
Email Address:	
Products/Services Provided:	



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Acknowledgment of Addendum(s) Form

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM ISSUED BY JPSCo.

RFP 9255580. EV PROGRAM PROPOSER SELECTION FOR EVSE PACKAGE

NAME OF FIRM: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL: _____

LIST EACH ADDENDUM # RECEIVED: _____

SIGNATURE/TITLE: _____



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APPENDIX 3

Pricing Form

Proposers must use this pricing form, or a similar representation of the same information to submit their pricing for the Materials described in this RFP.

COMPANY/PROPOSER INFORMATION

Company Name	
Address	
Telephone	
Name of Authorized Representative	
Contact Name, Phone & Email	

PROJECT/SERVICES PRICING

	Lump-Sum Pricing (JMD/USD\$)
As per the work outlined in the Section 2.0 Scope of Services and any additional addendum(s) issued	\$
Taxes/HST	\$
Total	\$

SUBSEQUENT SERVICES PRICING

	Unit Pricing (JMD/USD\$)
Level 2 EV Charger, Single J1772 Connector, 220V, 1-ph input, minimum 7kW output	\$
Level 2 EV Charger, Single J1772 Connector, 220V, 1-ph input, minimum 11kW output	\$
Level 2 EV Charger, Single J1772 Connector, 220V, 1-ph input, minimum 22kW output	\$
EV Charger CHAdeMO + CCS2 Connector(s), 220V or 415V, 1-ph or 3-ph input, minimum 25/30kW output	\$
EV Charger CHAdeMO + CCS1 Connector(s), 220V or 415V, 1-ph or 3-ph input, minimum 25/30kW output	\$
Level 3 EV Fast Charger, dual standard with CCS1 and CHAdeMO charging connectors, 360-600VAC, 3-ph input, minimum 50kW output	\$
Shipping for Level 2 / Shipping for Level 3 EVSE's	
Total	\$



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OPTIONAL PRICING

	Unit Pricing (JMD/USD\$)
Level 2 Cable Management	\$
Level 3 Cable Management	\$
Level 3 Output upgrade (power module addition beyond 50kW)	\$
Graphic Design Services	\$
Remote monitoring and control	\$
	\$



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Indemnification and Insurance

Successful Proposer shall indemnify, defend and hold harmless the JPSCo. and their respective officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, cost, penalties, fines, damages, judgments or decrees, actions, debts, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, contractual or business relations, proprietary or business interests arising out of, resulting from, or in connection with

(i) the performance or non-performance of the services contemplated by the Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Successful Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them; or

(ii) the failure of the Successful Proposer to conform to statutes, ordinances, resolutions, rules, or other regulations or requirements of any governmental authority, local, federal or state, conditions or requirements; or currently prevailing standards of care, normal protocols, and best practices in connection with the performance of the Agreement; or

(iii) Successful Proposer further expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws; or

(iv) a breach or a failure to comply with any terms and conditions of this Agreement, as amended, by the Successful Proposer, including actions or omissions of Successful Proposer's agents, representatives and assigns; or

(v) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Agreement or otherwise. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability, and

(vi) the Successful Proposer shall hold harmless and indemnify the JPSCo. for any errors in the provision of services and for any fines which may result from the fault of the Successful Proposer.

These indemnifications shall survive the term or cancellation of this Agreement. In the event that any action or proceeding is brought against the JPSCo. by reason of any such action, claim or demand, Successful Proposer shall, upon written notice from JPSCo., resist and defend such action or proceeding by counsel satisfactory to JPSCo. Attorney. The Successful Proposer shall furnish to JPS, Certificate(s) of Insurance prior to Agreement execution, which indicates that insurance coverage has been obtained which meets the requirements as outlined below:



JAMAICA PUBLIC SERVICE CO. LTD.

1. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

B. Endorsements Required

JPSCo. listed as an additional insured

Contingent and Contractual Liability

Primary Insurance Clause Endorsement

Coverage applies Worldwide

Commercial General Liability insurance subject to limits of not less than One Million (\$1,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, premises and completed operations, contractual liability, contingent employers liability, owner’s protective coverage, non-owned automobile and contain a cross liability, severability of insured clause. JPSCo. is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured. Standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than Two Million (\$2,000,000) per occurrence.

Cargo insurance insuring the JPSCo. as Additional Insured including land, air and marine transit insuring “all risks” of loss or damage on a replacement cost basis plus freight and insurance from the time the goods are in the



JAMAICA PUBLIC SERVICE CO. LTD.

process of being loaded for transit until they are finally accepted by JPSCo. including shipment deviation, delay, forced discharge, re-shipment and transshipment. Such insurance shall (i) include coverage for war, strikes, theft, pilferage, non-delivery, charges of general average sacrifice or contribution, salvage expenses, temporary storage in route, consolidation, repackaging, refused and returned shipments, debris removal, (ii) contain a replacement by air extension clause, a 50/50 clause, a difference in conditions for C.I.F. shipments, an errors and omissions clause, an import duty clause, and a non-vitiation clause, (iii) contain no exclusion for inadequate packing, and (iv) insure for the replacement value of the largest single shipment plus freight and insurance.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period up to the point of acceptance of the unit by JPSCo.; including any and all option terms that may be granted to the Successful Proposer.

- i. If insurance certificates are scheduled to expire during this period, the Successful Proposer(s) shall be responsible for submitting new or renewed insurance certificates to the JPSCo. at a minimum of ten (10) calendar days in advance of such expiration.
- ii. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the JPSCo. shall:
 - A. Suspend the Agreement until such time as the new or renewed certificates are received by the JPSCo. in the manner prescribed in the RFP.
 - B. The JPSCo. may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract. The undersigned Proposer acknowledges that they have read the above information and agrees to comply with all the above JPSCo. requirements.

Proposer: _____ Signature: _____

(Company Name)

Date: _____ Print Name: _____



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APPENDIX 4

Technical Specifications Clarifications & Exceptions

	Yes/No	Comments & Exceptions
Section 3.1 – EV Charging Stations Technical Specifications		
- List of Smart Network compatible systems		
Section 3.2 – Site Locations	Yes	
Section 3.3 – Equipment Documentation		
Section 3.4 – Delivery of EV Charging Stations & Equipment		
Section 3.5 – Lead Time		
Section 3.6 – Damaged or Defective Shipments		
Section 3.7 – Dead-on-Arrival (DOA) Products		
Section 3.8 – Product Recalls		
Section 3.9 – Return		
Section 3.10 – Maintenance & Communications		
- Name of local service provider(s) or agree to train JPSCo approved provider		
Section 3.11 – Service Provider(s)/Data Capture		
Section 3.12 – Product Safety		
Section 3.13 – Warranty		
- Warranty extensions available. Please specify the applicable product(s)		
Section 3.14 – Single line diagram of EVSE interconnection to electrical grid		
Section 3.15 – Optional Information		
• Technical information on other Level 1, 2 & 3 EV charging equipment		



7. Supply Agreement

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(Next Page)



Contract for the
Supply of
Charging Stations for Electric Vehicles

between

Jamaica Public Service Company Limited

and

XXX

Dated: _____



THIS SUPPLY CONTRACT (hereinafter as the “Contract”) is concluded by and between:

PARTIES

- (1) **XXX**, a company incorporated and registered in xxxx, with company registration number : xxxx, whose registered office is at: X, XXX, XXX (hereinafter as the “Supplier”);
- (2) **Jamaica Public Service Company Limited**, a company registered in Jamaica with company registration number: 413, whose registered office is at 6 Knutsford Boulevard, Kingston 5, Jamaica (hereinafter as the “Customer”).

The Supplier and the Customer are hereinafter collectively referred to as "Parties" and individually as "Party".

RECITALS

WHEREAS

- i. The Supplier is specialized in the design, manufacturing and implementation of electric devices, in particular charging stations for electric vehicles.
- ii. The Customer is an integrated electric utility company, and the sole distributor of electricity in Jamaica that is now investing in a public electric vehicle charging network in its bid to lead the transition of transportation in Jamaica from fossil fuels to electricity.
- iii. The Customer is interested in the acquisition of charging stations for electric vehicles, as per the specifications described in *Schedule 1: Product Definition*;
- iv. The Supplier, has represented that it has the requisite skill, knowledge and experience in the manufacture and supply of charging stations for electric vehicles as per the specifications described in *Schedule 1: Product Definition*. In reliance on this representation, the Customer has agreed to enter into this Contract with the Supplier for mutual benefit on the terms and conditions set out below.
- v. Supplier acknowledges that Customer has entered into a separate contract of supply in respect of the network to facilitate the use and operation of the Goods.

The Parties HEREBY AGREE on concluding this Contract on the following Conditions:

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Approved Service Provider: has the meaning set out in Clause 6.3.

Business Day: a day other than a Saturday, Sunday or public holiday in Jamaica, when banks in Jamaica are open for business.

Conditions: these terms and conditions as amended from time to time in accordance with Clause 18.8.

Contract: the contract between the Customer and the Supplier for the supply of Goods in accordance with these Conditions.

Customer's Network Provider: Entity selected by the Customer to supply a network to facilitate the use and operation of the Goods.

Delivery: has the meaning set out in Clause 4.3.

Delivery Location: has the meaning set out in Clause 4.2(b).

Deployment Site: means each of the locations where the Customer intends to install and first power-up the Goods.

Dispute: means any dispute or controversy arising out of or relating to this Contract or the performance of any activities under this Contract, and any dispute or controversy regarding the existence, construction, validity, interpretation, enforceability or breach of this Contract.

DOA Goods: means Dead-On-Arrival Goods, i.e. Goods that do not work properly at first power-up at the Deployment Site.

Factory Acceptance Tests: The tests developed by the Supplier in conjunction with the Customer and the Customer's Network Provider and conducted by the Supplier, as set out in *Schedule 3: Factory Acceptance Tests*, intended to evaluate the Goods during and after the assembly process so as to verify that the Goods are built and operating in accordance with the Goods Specification.

Goods: the charging stations (or any part of them) for electric vehicles set out in the Order that are to be supplied in accordance with these Conditions and in particular, the Good Specification.

Goods Specification: the technical specification and parameters for the Goods as set out in *Schedule 1: Product Definition*, including any related drawings, that are agreed in writing by the Customer and the Supplier.

Order: the Customer's order for the supply of Goods, as set out in the Customer's purchase order form.

Supplier: the person from whom the Customer purchases the Goods.

Warranty Period: is a period of 36 months from the date when the Goods are first powered-up successfully at the Deployment Site and without major reservation by an Approved Service Provider and the Supplier's start-up report and warranty card have been forwarded to the Supplier; Warranty shall come in force eight (8) weeks after delivery date to the latest.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) All notices to be given by any Party and all other communications and documentation which are in any way relevant to this Contract or the performance or termination of this Contract, including any Dispute resolution proceedings, shall be in writing.
- (f) A reference to **writing** or **written** includes fax and email.
- (g) All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this Contract shall include all genders and the plural and the successor in title to the parties.
- (h) Headings contained in this Contract are for reference purposes only and should not be incorporated into this Contract and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- (i) References to this Contract include its attached schedules, exhibits and annexes ("attachments"), unless otherwise stated. This Contract and its attachments are intended to be interpreted consistently to the maximum extent possible. However, in the event of ambiguities, conflicts or inconsistencies between or among any of the provisions of this Contract, including any provisions contained in any attachments, the provisions set out in the body of this Contract shall prevail. It is understood and agreed that all quotations, orders, acknowledgments and invoices issued pursuant to this Contract are issued for convenience of the Parties only and shall be subject to the provisions set out in the body of this Contract. The Parties acknowledge that (i) any pre-printed provisions on the reverse side of any

such quotation, order, acknowledgment or invoice and (ii) all terms other than the specific terms set set out in the body of this Contract shall be deemed deleted and of no effect whatsoever.

- (j) each Party acknowledges that it was represented by counsel in connection with this Contract and that it or its counsel reviewed and revised this Contract and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.
- (k) a reference to payments, costs, or any other monetary amounts shall be to such amounts in Euros – the symbol “€” shall mean Euros, unless explicitly stated otherwise.

2. Basis of contract

- 2.1 The Supplier shall provide the Goods to the Customer in accordance with the Goods Specification pursuant to the Conditions agreed by the Parties.
- 2.2 The Supplier shall also provide the Customer with support for the installation and commissioning of the Goods to ensure the full functionality of the Goods. A training session is proposed to the Customer and its Subcontractors. Purchase price and description are indicated in *Schedule 2 : Pricing*.
- 2.3 In consideration for the foregoing, the Customer shall pay the Supplier for the Goods at the agreed purchase price (as set out in *Schedule 2: Pricing*) duly and on time, according to payment terms mentioned in the order confirmation document.
- 2.4 The Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of Goods

- 3.1 The Supplier shall supply the Goods in a professional and prompt manner using reasonable knowledge, skill, care and diligence and suitably qualified staff.
- 3.2 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and all aspects of the Goods Specification;
 - (b) be of satisfactory quality and reasonably fit for purpose (within the meaning of the Sale of Goods Act) as made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - (c) be free from defects in design, materials and workmanship and remain so for the Warranty Period; and

- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and Delivery of the Goods.
- 3.3 Supplier shall furnish all materials and equipment required to install the Goods and carry out its obligations under this Contract.
- 3.4 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.5 Prior to production of Goods, electronic copies of shop drawings are to be submitted to the Customer for review and approval, indicating:
 - (a) materials, methods of construction and attachment or anchorage, erection diagrams, connections, wiring diagrams, panel layouts with bills of material, explanatory notes and other information necessary for the completion of work; and
 - (b) in circumstances where articles or equipment attach or connect to other articles or equipment, that such items have been coordinated.
- 3.6 The Supplier shall submit to the Customer the Factory Acceptance Test reports for each of the Goods prior to shipment of units.
- 3.7 The Supplier shall provide:
 - (a) equipment operation and maintenance manuals for each of the Goods shipped; and
 - (b) instruction leaflets, instruction bulletins, and renewal parts lists, where applicable, shall be included for each of the Goods and each major component.
- 3.8 All documentation submitted to the Customer in fulfilment of Supplier's obligations under this Contract (including, those referred to in Clause 3, manuals, labels project communication and notices) shall be in English.
- 3.9 The Customer may inspect and test the Goods at any time before Delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. Incoterm required by Customer is CIF (Cost, Insurance and Freight). In such conditions, the transfer of risks takes place at goods landing, therefore at the port of disembarkation: Port of Kingstone, Jamaica.
- 3.10 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Conditions, particularly the Goods Specification,

the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.11 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in a manner that accords with industry practice and enables them to reach the Delivery Location in good condition;
- (b) the packaging remains in its initial condition up to the Delivery Location and is able to withstand all transshipments and all types of transport; and
- (c) each Delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be Delivered.

4.2 The Supplier shall dispatch the Goods:

- (a) on the date specified in the Order or, if no such date is specified, according to the delivery schedule in appendix;
- (b) to the port of Kingston Jamaica, with further details as set out in the Order or as instructed in writing by the Customer before dispatch (**Delivery Location**); and
- (c) such times as are set out in the Order or as instructed in writing by the Customer before dispatch.
- (d) Estimated dispatch date is linked to the availability of all information and materials requirements from all involved parties (Supplier, Customer, Backoffice provider) such as SIM cards, communication parameters or other administrative documents. Supplier cannot be held accountable for delays arising from **non-provision of information**

4.3 Delivery of the Goods shall be completed (**Delivery**) on the completion of unloading of the Goods at the Delivery Location.

4.4 Supplier is responsible for, and shall arrange and pay the costs, insurance and freight for, the Delivery of the Goods (Incoterm CIF, as defined by Incoterms 2010). Customer shall be responsible for, and shall arrange and pay the costs for, the clearance of Goods at Jamaica Customs following Delivery.

- 4.5 The Supplier shall not Deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or in conformity with the Conditions, particularly the Goods Specification, shall entitle the Customer to the remedies set out in Clause 7.1
- 4.6 Title in the Goods shall pass to the Customer when Supplier has provided the Customer with the appropriate transport document (such as a bill of lading), evidencing that the Goods have been safely delivered on board the vessel; however, risk of loss of or damage in the Goods shall remain with the Supplier until Delivery to the port According to the incoterm used.
- 4.7 The Customer shall, promptly upon Delivery of the Goods examine the Goods for visual signs of non-conformity with the Conditions and, particularly the Goods Specification. In the event of such visible non-conformity of the Goods Customer, the Customer shall immediately mention this to the carrier in written means on the delivery slip with a detailed list of its reservations, including reasons, and send a copy of this list to the Supplier within 48 hours after delivery. The Customer shall within 2 Business Days of Delivery notify the Supplier and provide a detailed list of the non- conformities (including photographs where possible) along with a copy of the delivery slip. The Customer will use best efforts to cooperate with Supplier in Supplier's efforts to pursue any remedies that Supplier may have with its carrier.

5. Installation of Goods

- 5.1 The Customer shall cause the Goods to be installed at the Deployment Sites by an Approved Service Provider, trained and certified by the Supplier.
- 5.2 The Supplier hereby agrees to cooperate with Customer's Network Provider to ensure that the Goods are appropriately installed and fully operational.

6. Warranty and Product Liability

- 6.1 The Supplier warrants that the Goods shall be of agreed quality, parameters and technical specification in accordance with the Conditions and, particularly the Goods Specification and free of any defects in manufacture, or any defect arising out of design, materials, or assembly during the Warranty Period. Warranty shall include all materials, equipment, parts, specialty installation/service tools, as well as all manufacturer-recommended upgrades. Warranty shall cover complete repairs or replacements of Goods as reasonably determined by the Supplier or its Approved Service Provider after due enquiry, and site visits as necessary. Warranty does not include costs related to labour and intervention of Approved Service Provider. The Supplier agrees to repair any operating defect in the Goods due to a defect in design, materials or manufacture.

- 6.2 The Customer purchases a stock of spare parts in order to ensure the good execution of the agreement. If there is a failure of the Goods during the Warranty Period, the failed part shall be replaced with a new part by the Approved Service Provider. The Supplier shall agree to dispatch such components or parts within 72 hours of notification by the Customer.
- 6.3 The Customer shall identify and select service providers who shall be located in Jamaica to perform all warranty, repair, and maintenance services to the Goods (hereinafter called “**Approved Service Providers**”). Approval process of Service Providers is described in Schedule 4.
- 6.4 For activities covered under warranty, an Approved Service Provider shall be used. It is recommended that Approved Service Provider is used for any work.

7. Customer Remedies

- 7.1 If the Supplier fails to dispatch any of the Goods after a grace period of one week from the stipulated date specified in Clause 4.2, it shall pay to the Customer delay damages of one-tenth per cent (1/10%) of the total cost of the Order for each day of delay. However, the event the aggregate of the delay damages amounts to 25% of the total cost of the Order, the Customer in its sole and absolute discretion may elect to terminate the Contract. In case of delivery in instalments, the value of the instalment shall be considered for the calculation of the delay damages.
- 7.2 If the Supplier:
- (a) Delivers less than 95% of the quantity of Goods ordered, the Customer may in its sole and absolute discretion reject the Goods; or
 - (b) Delivers more than 105% of the quantity of Goods ordered, the Customer may in its sole and absolute discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the Delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 7.3 If the Customer receives any DOA Goods, then, without limiting or affecting other rights or remedies available to it:
- (a) The Customer shall promptly but in any event, within 2 Business Days after first power-up, notify the Supplier; and
 - (b) The Supplier shall forthwith cause its technical representatives or its Approved Service Provider to assess the Goods and shall within 5 Business Days of

notification dispatch to the Customer's Delivery Location at no cost to the Customer:

- (i) A new replacement component of the DOA Goods, if it is determined by the Supplier that the defect can be appropriately and adequately remedied in this manner; or
 - (ii) A new full product replacement of the Goods, if it is determined by the Supplier that the defect is most appropriately and adequately remedied in this manner.
- (c) The Supplier shall ensure the new replacement is configured to meet the Customer's needs as prescribed in the Conditions, particularly the Goods Specification.
 - (d) Where the Customer does not agree with the Supplier's determination, the Customer shall be entitled to treat the matter as a Dispute in accordance with Clause 16.

7.4 If the Supplier has delivered Goods that do not comply with the Conditions, particularly the Goods Specification, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if payment has already been made by Customer);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with the Conditions, particularly the Goods Specification.

7.5 The Supplier will be responsible for managing Goods recalls and informing the Customer of same promptly. If a recall occurs, the Supplier shall provide a similar replacement item (which shall at a minimum conform to the Goods Specification) at no-cost, if required by the Customer. The Supplier shall be liable for all applicable costs (e.g., return, replacement, installation (during Warranty Period), and Delivery.

7.6 These Conditions shall extend to any repaired and/or replacement Goods supplied by the Supplier.

7.7 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

8. Customer's obligations

8.1 The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

9. Charges and payment

9.1 The price for the Goods:

- (a) shall be in accordance with the prices set out in the *Schedule 2: Pricing*;
- (b) does not include General Consumption Tax; and
- (c) shall be inclusive of the costs of packaging, insurance and carriage and Delivery of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

9.2 In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of Delivery, unless agreed in writing between Parties. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

9.3 In consideration of the supply of Goods by the Supplier, the Customer shall pay, to a bank account nominated in writing by the Supplier:

- (a) fifty percent (50%) of the invoiced amounts before goods pick-up and
- (b) the remaining 50% after Supplier has provided the Customer with the appropriate transport document, evidencing that the Goods have been safely delivered on board the vessel in accordance with Clause 4.6, to the latest 45 days net.
- (c) In the event that the Customer does not pay after a grace period of one week from the stipulated date, the Supplier shall notify the Customer of the delay with regards to the related payment dates. If following two (2) written notification, Customer fails to pay the relevant amounts, late-payment penalties shall be automatically applied, at a rate equal to the discount rate of the European Central Bank plus ten (10) percentage points. If no payment is made within eight (8) days

after formal notification of the Buyer, the Supplier may automatically cancel all undelivered orders and all unpaid orders, and all prepayments already made shall be retained as damages for the loss suffered by the Supplier. The Buyer shall reimburse all costs incurred to collect the sums involved, including fines from collection agencies and officials such as notaries and lawyers.

- 9.4 The Customer may at any time, without notice to the Supplier, set off any undisputed liability of the Supplier to the Customer against any undisputed liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this Clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

10. Indemnity

- 10.1 The Supplier shall indemnify, defend and hold harmless the Customer and their respective officials, employees and agents (collectively referred to as “**Indemnitees**”) and each of them from and against all loss, cost, penalties, fines, damages, judgments or decrees, actions, debts, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “**Liabilities**”) by reason of any injury to or death of any person or damage to or destruction or loss of any property, contractual or business relations, proprietary or business interests arising out of, resulting from, or in connection with:
- (a) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Supplier or its employees, agents, representatives, assigns or contractors (for the purposes of this Clause 10, collectively referred to as the “Supplier”), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them; or
 - (b) the failure of the Supplier to conform to statutes, ordinances, resolutions, rules, or other regulations or requirements of any governmental authority, local, federal or state, conditions or requirements; or currently prevailing standards of care, normal protocols, and best practices in connection with the performance of the Contract; or
 - (c) all liabilities which may be asserted by an employee or former employee of Supplier, for which the Supplier’s liability to such employee or former employee would otherwise be limited to payments under Workmen’s Compensation Act or similar laws; or
 - (d) a breach or a failure to comply with any terms and conditions of this Contract by the Supplier; or

- (e) any and all claims, and/or suits for labor and materials furnished by the Supplier or utilized in the performance of the Contract or otherwise; and
- (f) any errors in the provision of services and for any fines which may result from the fault of the Supplier.

The foregoing indemnity shall also include liability imposed by any doctrine of strict liability,

10.2 This Clause 10 shall survive termination of the Contract.

10.3 In the event that any action or proceeding is brought against the Customer by reason of any such action, claim or demand, the Supplier shall, upon notice from the Customer, resist and defend such action or proceeding by counsel satisfactory to the Customer.

11. Insurance

11.1 The Supplier shall furnish to the Customer, certificate(s) of insurance prior to the execution of this Contract, which indicates that insurance coverage has been obtained which meets the requirements as outlined in *Schedule 6: Insurance Requirement*.

11.2 The Supplier shall ensure that the insurance certificates required in accordance with this *Schedule 6: Insurance Requirements* remain in force for the duration of the Contract up to the point of acceptance of the last shipment by the Customer, including any and all renewal terms that may be granted to the Supplier.

11.3 If insurance certificates are scheduled to expire during the relevant period, the Supplier is responsible for submitting new or renewed insurance certificates to the Customer by a minimum of 10 calendar days in advance of such expiration.

11.4 In the event that expired certificates are not replaced with new or renewed certificates which cover the relevant period, the Customer shall:

- (a) Suspend the Contract until such time as the new or renewed certificates are received by the Customer in the prescribed manner; or
- (b) The Customer may, in its sole and absolute discretion, terminate the Contract for cause and seek re-procurement damages from the Supplier without prejudice to any other remedies that may be available to the Customer under the Contract.

12. Confidentiality

12.1 Each Party undertakes that it shall not at any time during the Contract and for a period of 2 years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by *Clause 12.2*.

- 12.2 Each party may disclose the other Party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this Clause 12; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13. Intellectual Property Rights

The Buyer agrees that the Seller is the sole owner of the intellectual property rights and patent rights to the goods, the technical and commercial documents and the names, signs, drawings, designs and patents used by the Seller in connection with its marketing activities (the "IPR"). The Buyer acknowledges its responsibility not to withdraw the trademarks and signs appearing on the goods and not to add its own trademarks or distinctive signs without the Seller's prior written permission. The Buyer shall make sure that no confusion is created between it and the Seller.

The Buyer shall not register, obtain rights to or use the IPR, whether or not the elements of the IPR have been registered in the Buyer's country, for any other use than to market or make suitable use of the goods obtained from the Seller and available for retail sale, subject to the General Sales Terms and Conditions, legal rules and commercial practices in force in XXX and in the Buyer's country. The Buyer may not use the IPR with a trademark, an internet domain name, its own description or the address for its computers or telephones. The Buyer may not use the IPR in combination or together with any other name or intellectual property right or patent right.

In the event that the Buyer becomes aware or is informed of violation of these conditions by any third party, the Buyer shall immediately notify the Seller and provided it with the relevant information as well as assistance.

14. Termination

- 14.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract:
- (a) with immediate effect by giving notice to the Supplier if the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

- (b) for convenience by giving the Supplier 3 months' notice. Any pending invoices shall be settled by the Customer before the termination of the Contract.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a reasonable period after being notified to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction]; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

15. Consequences of termination

15.1 Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

16. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this agreement by giving 7 days' notice to the affected party.

17. Settlement of Disputes

17.1 If a Dispute arises out of or in connection with this Contract, the parties shall:

- (a) within 2 days of notice of the Dispute being received by the receiving party in good faith seek to resolve the Dispute through negotiations between the parties' senior representatives who have the authority to settle it; and

- (b) not pursue any other remedies available to them until at least 14 days after the first notification of the Dispute.
- 17.2 The Parties shall use their best efforts to settle in good faith, and amicably, all Disputes arising out of or in connection with this Contract or the interpretation thereof expeditiously and within 14 days of such Dispute arising.
- 17.3 In the event that the Parties fail to settle any Dispute in accordance with Clauses 16.1 and 16.2, either Party, may on notice from one Party to other for that purpose, refer the said Dispute to a sole arbitrator in accordance with the Arbitration Act, 2017 and the following:
 - (a) Where the Parties agree that the Dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within 30 days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Jamaica Institute of Engineers for a list of not fewer than 5 nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in Dispute.
 - (b) Where the Parties agree that the Dispute does not concern a technical matter, the Parties shall agree to the appointment of a single arbitrator within 30 days, failing which either Party may apply to the of General Legal Council of Jamaica for the appointment of an arbitrator.
- 17.4 In any arbitration proceeding hereunder:
 - (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Kingston, Jamaica;
 - (b) The English Language shall be the official language for all purposes;
 - (c) The decision of the sole arbitrator shall be final and binding and no appeal shall arise therefrom save as provided by the Arbitration Act, 2017 and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of enforcement; and
 - (d) The Parties agree that the arbitrator shall be at liberty to make an award as to the costs of the arbitration.
- 17.5 Each Party hereby irrevocably waives all right to trial by jury in any proceeding or counterclaim (whether based on contract, tort, statute or otherwise) arising out of or relating to this Contract, the transactions contemplated hereby or the actions of such Party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to seek to consolidate any proceeding in which a jury trial has been waived with any other proceeding in which a jury trial cannot or has not been waived.



17.6 During the pendency of a Dispute, neither Party shall be entitled to terminate or suspend the performance of its obligations under this Contract as a result of any such Dispute or dispute resolution proceedings.

18. Miscellaneous Provisions

18.1 Assignment and other dealings.

- (a) The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract, without the prior written consent of the Customer.

18.2 Notices.

- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed to such Party at the following address save and except that notices sent pursuant to Clause 13 (*Termination*) shall not be valid if sent by electronic mail:

For the Supplier: XXX
XXX
xxx
XXXXX
XXXX
Tel.: XXXXX
e-mail: xxx@xx.com
Attn: XXXXXX

With a copy sent to:
XXXXX
(email)
Tel.: xxxx xxxx

For the Customer: Jamaica Public Service Company Limited
113 Washington Boulevard
Kingston 20
Jamaica
Tel.: +1(876) 733-6131
e-mail: dplummer@jpsco.com



Attn: Head of Department, Purchasing and Customs – Dianne Plummer

With a copy sent to: Jamaica Public Service Company Limited
6 Knutsford Boulevard
Kingston 5
Jamaica
Tel.: XXX
e-mail: xxxxxx@jpsco.com

Attn: XXX -

- (b) Notice shall be deemed to be effective as follows:
 - (i) In the case of personal delivery, on delivery;
 - (ii) In the case of electronic mail, 8 hours following confirmed transmission and where sent after 5:00 p.m. notice is deemed to have been given at 8:00 a.m. the following Business Day. Hours are indicated in working days and according to sender's time zone.
 - (c) In the event a party changes its address for notice hereunder that party must give to the other party written notice of the said change in accordance with this clause.
 - (d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of Dispute resolution.
- 18.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 18.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

- 18.6 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.7 **Third party rights.**
- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights of any persons not a party to this Contract to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 18.8 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 18.9 **Governing law.** The Contract, and any Dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Jamaica, without giving effect to any choice or conflict of law provisions or rules that would cause the application of the laws of any jurisdiction other than Jamaica.
- 18.10 **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may also be executed via electronic counterpart (including counterparts sent via email), which shall be deemed an original.

Schedule 1 Product Definition (to be updated)

S.1.1 EV Charging Station Technical Specifications

The Goods shall meet, at a minimum, the following specifications and requirements:

- Unless otherwise stated all Goods supplied as a result of this Contract and subsequent agreement between the Supplier and the Customer shall be new only, never used, of the latest model from the manufacturer and not re-manufactured;
- Weatherproof equipment, including but not limited to resistance to rain, wind, and flooding with a minimum NEMA 3R or equivalent rating;
- Use of high quality and visually attractive materials that are not intrusive to the existing host site;
- Compliance with National Electrical Code, CE, IEC, UL and other relevant regulations or manufacturer's jurisdiction (the more stringent shall apply), for safety and operation;
- Provide utility-grade revenue meter complying with MID 2004/22/EC or acceptable alternative;
- Charge connectors with self-retractable cables, or cable management options provided;
- Screen display(s) shall be user-friendly and easy to operate. Displays shall be LCD, LED or equivalent, and shall be readable in direct sunlight and at night;
- Shall be equipped with an anti-skimming RFID card reader capable of interaction with a smartphone and an RFID card.
- Security design that is both tamper-proof and vandalism-proof, such as tamper-resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating;
- Safety features must include, overcurrent protection, ground fault circuit interrupt (GFCI), ground verification, and stuck relay detection;
- Level 2 Charging Station – IEC 62196 (CCS2) compliant, capable of supplying a minimum of 7.2 kW output power rating with an input voltage range 190-240VAC, nominal voltage 220VAC, 1-phase, 50Hz;
- Level 3 Direct Current (DC) Fast Charge Charging Station – Dual standard with both CCS1 or 2 and CHademo charging connectors, capable of supplying a minimum of 50kW output, with an input voltage of range 415VAC, 3-phase, 50Hz;
 - The grid input voltage is 415VAC, 3-phase, 50Hz.
 - DC Fast Charging station should have the option of being upgradeable to an output of 150kW or higher
- Level 2 or higher capacity EVSE shall be single charging ports;
- Capable of power-sharing or demand management from a single circuit between a single or dual-port charging station;
- Network ready – able to communicate with a network management system (NMS);
 - Capable of being fully networked to allow for the management of charging operations including access, pricing, power distribution, charging notifications, mappable, and able to communicate real-time availability of charging station status;
 - Open Charge Point Protocol (OCPP) 1.6 or higher compliant;
- Provide design services, including graphic design, wrap, and decals or a suitable surface finish to allow for the client to brand equipment;



S.1.2 EVSE Site Locations

The JPS intends to install ten (10) EV chargers at eight (8) locations across the island:

- Three (3) DC (Level 3) Fast Chargers,
- Three (3) sets of dual 25/30kW, DC chargers. supplied with two separate cords and connectors attached, and
- One (1) singular charge point 7.2kW, Level 2 chargers. supplied with stand, cords and connectors attached.
- Two (2) singular 11kW, Level 2 chargers. supplied with cords, dual charger stands and connectors attached.
- One (1) singular 22kW, Level 2 chargers. supplied with stand, cord and connector attached.

Please note that these are preliminary locations and subject to all applicable approvals and permits and may be modified by the Customer

Table to be updated according to the final locations

Site	Proposed EVSE Site Location Address	Power Station/ Charger Type	No. of Chargers	Total No. of Ports	EVSE/ Zone ID
	Total		10		

S.1.3 Service Provider(s)/Data Capture

EV charger stations must-have capabilities to capture, transmit, or backup data on all charging operations and activities. The network communications shall, at a minimum, be capable of providing the following information for each charging transaction, at each charging location, and must comply with international regulations:

- Charging data such as date and time of usage (start and stop time) and utilization rates;
- Total kWh and Total kW draw;
- Total Jamaica dollar amount for kWh supplied as measured by meter;
- Station status and health in real-time;
- Malfunction or operating error and/or alerts.
- Meters to comply with MID 2004/22/EC or alternative approved by JPS.
- Charges applicable for the charging session

S.1.4 Product Safety

The EV charger stations shall have the ability to stop the flow of power when not in use. The system shall have over-current protection to prevent vehicles from drawing too much power. The control will not permit the equipment to dispense electricity unless authorized by means of Fob/ Radio-Frequency Identification RFID or via payment.



Schedule 2 *Pricing*

Schedule 3 Delivery Schedule

Order Number	Unit Description	Quantity	Estimated Dispatch Date
XXXX	Level 3 Units	3	01/1/1999
XXXX	DC 25/30kW Units	3	01/1/1999
XXXX	Level 2 Units	4	01/1/1999

Schedule 4 Service Provider Approval Process (subject to approval between the parties)

- Company profile : electrical contractor, electricity work company.
- Holder of required certifications or qualifications according to national requirement
- Training on installation, commissioning and maintenance of goods described in the scope of this Contract
- Training process with regards to COVID-19 circumstances (if applicable)
 1. Initiation session : Webinar before dispatch of goods (remotely with Supplier’s Technical team)
 2. Confirmation session : Webinar and practice following delivery of goods (remotely with Supplier’s Technical team)
 3. Session 3 : field training and site commissioning (In presence of Supplier’s technical representative). (*)

(*) Given the circumstances and restrictions related to COVID-19 pandemic, this process can be subject to revision or adaptation in consultation between parties.

- By end of training session, Supplier shall deliver a training certificate to the trained personnel.



Schedule 5 *Factory Acceptance Tests (Template to be inserted)*



Schedule 6 Insurance Requirements

Commercial General Liability Insurance

Commercial General Liability insurance subject to limits of not less than One Million Dollars United States currency (US\$1,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, premises and completed operations, contractual liability, contingent employers liability, owner’s protective coverage, non-owned automobile and contain a cross liability, severability of insured clause. The Customer is to be added as an additional insured but only with respect to liability arising out of the operations of the Supplier.

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence	\$1,000,000
General Aggregate Limit	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000

B. Endorsements Required

The Customer listed as an additional insured

Contingent and Contractual Liability

Primary Insurance Clause Endorsement

Coverage applies Worldwide

Automobile Insurance

Standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Supplier, its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than Two Million Dollars United States currency (US\$2,000,000) per occurrence.

Cargo Insurance

Cargo insurance insuring the Customer as additional insured including land, air and marine transit insuring “all risks” of loss or damage on a replacement cost basis plus freight and insurance from the time the goods are in the process of being loaded for transit until they are finally accepted by



the Customer including shipment deviation, delay, forced discharge, re-shipment and transshipment. Such insurance shall (i) include coverage for war, strikes, theft, pilferage, non-delivery, charges of general average sacrifice or contribution, salvage expenses, temporary storage in route, consolidation, repackaging, refused and returned shipments, debris removal, (ii) contain a replacement by air extension clause, a 50/50 clause, a difference in conditions for C.I.F. shipments, an errors and omissions clause, an import duty clause, and a non-vitiation clause, (iii) contain no exclusion for inadequate packing, and (iv) insure for the replacement value of the largest single shipment plus freight and insurance.