



February 15 2023

JPS Request for Proposal # 941273:

Load Gearbox Overhaul on Gas Turbine 12 Frame 6B Unit at Bogue Power Station

Dear Vendors

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

- Basic Client Guide <https://citrix.sharefile.com/share/view/s1bff52f8d434781a>
- Training (video) <https://www.sharefile.com/support/training>

DIRECTORS:

YONG HYUN KIM (CHAIRMAN)

NADANI CHUNG

EMANUEL DAROSA

MINNA ISRAEL

HON. CHARLES JOHNSTON

MOHAMED MAJEED

DENNIS MORGAN

SHOGO OTANI

HON. DANVILLE WALKER, O.J. J.P.

RFP 941273 Activities are guided by the dates stated in the Calendar of Events highlighted in Section 4 of this RFP. Observing these dates,

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

Bids will not be accepted via email.

Regards

JPS Purchasing Dept.

JAMAICA PUBLIC SERVICE
COMPANY LIMITED

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Jamaica Public Service Company Limited

**Request for Proposals
For Services to Carry Out**

LOAD GEARBOX OVERHAUL ON GAS TURBINE 12 FRAME 6B UNIT

AT BOGUE POWER STATION

RFP# 941273

1.1 INTRODUCTION

The Jamaica Public Service Company Limited (JPS) intends to engage a certified service provider to execute a load gearbox overhaul on one of our base load operating Frame 6B Gas Turbines (GT12) serial numbers 810400 located at Bogue Power Station.

The entire duration on the GT12 scope is expected to last **12 days maximum (permit release to permit closure)** tentative starting on May 13, 2023.

Based on the dynamics of the operation of the generating units within the JPS Generation division, please be flexible within your proposal for reasonable changes that may occur to the planned dates referred to above. It is the intention however to maintain the above start date.

N.B: All parts will be provided by JPS. Please note that parts are **not** necessarily new, hence JPS requires that all spares removed from the unit be properly cleaned, the serial numbers should be recorded and the parts should be stored for reuse as directed by the JPS engineer/personnel.

1.2 BACKGROUND

Jamaica Public Service Company Limited (JPS) is an integrated electric utility company engaged in the generation, transmission and distribution of electricity throughout the island of Jamaica. JPS owns and operates 28 generating units and also purchases power from seven independent power producers (IPP). JPS assets include conventional thermal plants (335 MW), hydro and wind (29.12 MW), 50 substations, approximately 1200 km of transmission lines and 20,534 km of distribution lines.

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

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

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

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

Geography of Jamaica

Jamaica lies 145 kilometers south of Cuba and 160 kilometers west of Haiti. Its capital city, Kingston, is about 920 kilometers southeast of Miami. At its greatest extent, Jamaica is 235 kilometers long, and it varies between 35 and 82 kilometers wide, with an area of 10,911 squarekilometers.

The highest area is that of the Blue Mountains. The crest of the ridge exceeds 1,800 meters. The highest point is Blue Mountain Peak at 2,256meters.

Two types of climate are found on Jamaica. An upland tropical climate prevails on the windward side of the mountains, whereas a semiarid climate predominates on the leeward side. Warm trade winds from the east and northeast bring rainfall throughout the year. The rainfall is heaviest from May to October, with peaks in those two months. The average rainfall is 196 centimeters per year.

Temperatures are fairly constant throughout the year, averaging 25 °C to 32 °C in the lowlands and 15 °C to 22 °C at higher elevations. Temperatures may dip to below 10 °C at the peaks of the Blue Mountains.

Jamaica lies at the edge of the hurricane track; as a result, the island usually experiences indirect storm damage. Hurricanes occasionally strike the island with full force, including winds speeds up to 240km/hr.

1.3 PROJECT SCOPE / OBJECTIVES

1. In addition to proposal, please submit by email **CLEARLY STATING SUMMARY PRICES** for labour/ service, airfare, transportation, tools and equipment, accommodation, per diem, consumables, incidentals as per **Appendix II attached**. Clearly state in the tables provided, the durations and costs associated with the execution of JPS's intended work scope for **single** and **double** shifts.
2. As a part of your responsibility, and at your own expense should obtain all the relevant OEM specifications, Technical Information Letters (TILs) /Service bulletin updates relevant to the

GT and/ or Load gearbox fleet of its kind currently in production, and all other information that may be necessary for making a quotation. JPS will not be responsible or pay any expense or loss, which may be incurred in the preparation of the quotation.

3. Prospective bidders should provide referential documentation to support that they have executed similar projects
4. Within quotation, prospective bidders should provide a detailed work breakdown structure of activities to be executed to meet overall project milestones. This document can be presented in a Microsoft project or excel version.
5. Prospective bidders should outline the International and Safety Standard to which they are in compliance and the Quality Assurance and Control Regulations to which they are governed.
6. Prospective bidders should outline the specialized tools that the customer should supply for the execution of the work scope.
7. Prospective bidders should provide the current certificate(s) for all lifting device(s) (eg slings) that will be utilized for the execution of works.
8. Prospective Bidders should the warranty coverage that applies to defects in material and workmanship for the execution of the work scope.
9. Prospective bidders should outline the roles and responsibilities of the customer that is required to carry out the desired scope of work.
10. Prospective Bidders should include provisions for site visit(s) to inspect the condition of JPS-supplied spares prior to execution and provide full listing of recommended spares.
11. Prospective bidders should provide a detailed final report (inclusive of pictures) outlining as found conditions, as left conditions and the activities carried out during the execution
12. Any further information or clarification required with respect to this quotation document shall be submitted as indicated in **Section 2.1**.

Terms of Agreement

Bidders are responsible for expenses related to Covid-19 Protocols (testing, quarantine and consumables). The Government of Jamaica and JPS Covid-19 protocols must be observed at all times during the contract.

All work carried out under this Contract shall be of the highest standard and carried out by competent and qualified Engineers. All materials and component parts supplied or used

shall be new and shall conform to specifications of the highest quality and shall be obtained only from merchants or manufacturers of the highest repute; and further all work carried out and materials and component parts supplied or used shall be such as may be approved by JPS.

- Provide adequate after-sales support: readily accessible spare parts inventory, Competent personnel to provide technical and general assistance.
- Engineers and other support personnel must have their own Personal Protective Equipment (PPE)
- Comply with Government of Jamaica (GoJ) and JPS Covid-19 protocols
- Have available inventory of special tools to complete jobs.
- Contractor shall ensure that all work complies with Jamaican Law related, but not limited, to:
 - i) All building codes
 - ii) All fire codes
 - iii) All work safety related regulation
 - iv) All construction power and water related regulation
 - v) All Covid-19 protocols

1.4 Definitions

“Bidder”, “Bidder”, “Vendor” or “Contractor” shall mean JPS’ qualified service provider acting in the role of the prime contractor who responds to this RFP.

“Bid/ Proposal” shall mean the Bidder’s formal written response indicating committed price.

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

“Services” means services ancillary to the research data gathering and submission

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

“Delivery” means completion of the research findings and the requisite recommendations submitted

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

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

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

2.0 GENERAL INSTRUCTIONS TO BIDDERS

The Bidder is expected to confirm intent to bid by date stated in Calendar (Section 4). Failure to comply will result in Bidder being unable to participate in bid. Bidder must examine all instructions, terms specifications in the Bidding Documents. Failure to furnish all information required, will be at the Bidder’s risk and may result in the rejection of its bid.

2.1 Points of Contact

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

Name: **Alexa Brown**
 Dianne Plummer
 agbrown@jpsco.com
cc: dplummer@jpsco.com

Email Subject: JPS RFP # 941273 – GT 12 Load Gearbox Overhaul Services

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 Period of Validity of Bids

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

2.4 RFP Amendment and Cancellation

At any time prior to the deadline for the submission of bids, the Company may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendment.

The amendment will be done in writing to all prospective Bidders who have received the Bidding Documents.

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

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

2.5 Bid Withdrawal

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

2.6 Confidentiality of Data

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

3.0 PREPARATION OF BIDS

The bid shall be prepared in two (2) parts, technical and financial. The technical part should not contain any pricing information. The financial proposal shall be separate and contain price information. The uploaded proposals must include below:

A. Technical Proposal

Reference is made to Appendix I – General Information:

- (a) Evidence of establishment, type of organization, size, and professional affiliate
- (b) Executive Summary indicating why your firm should be chosen
- (c) Qualification and experience of your staff that will provide the service
- (d) Provide the names and profiles of the top 3 executives
- (e) Audited Financial Statements for the last 2 years
- (f) Current/valid insurance document
- (g) References – provide 3 references that you have provided similar service in the past. Include contact person and phone number

B. Financial Proposal

- a) Proposal must be submitted with the completion of tables stated in **Appendix II**. Your detailed proposal should clearly show
 - i. Costs for labour/ service, airfare, transportation, tools and equipment, accommodation, per diem, consumables, incidentals etc.
 - ii. The duration and costs associated with the execution of JPS's intended work scope for single and double shifts
- b) The financial proposal shall consist of cost estimates for above, along with payment terms.
- c) Draft Contract for this service

3.1 Bid Prices

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. Prices should be quoted in **United States Dollars**.

3.2 Proposal Withdrawal

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

3.3 Cost of Proposal Preparation

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

3.4 Bidder's Eligibility and Qualifications

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

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

3.5 Documents establishing Goods' Eligibility and Conformity to Bidding Documents

The Bidder shall furnish, as part of its bid, documents establishing conformity to the Bidding Document of all goods and services, which the Bidder proposes to supply under the Contract.

3.6 Period of Validity of Bids

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

4.0 SUBMISSION OF BIDS AND SELECTION CRITERIA

4.1 Bid Response

All responses must be in English Language. Your bid response must be presented in two (2) separate packages, namely Financial/Costing and Technical Specifications. The deadline to upload bids is **11:59 p.m. on Tuesday February 28th, 2023**.

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	February 15 th 2023	JPS
Bidder submits questions on RFP	February 17 th 2023	Bidder
Final date to respond to all queries	February 21 st 2023	JPS
Bidder confirms intention to bid	February 22 nd 2023	Bidder
Confirmed Bidder given Shared file access to upload bid	February 23 rd 2023	Bidder
Completion of RFP and deadline for submission of bids to JPS	11:59pm February 28 th 2023	Bidder
Closed Bid Opening	March 1 st 2023	JPS

The Company may, at its discretion, extend this deadline for the submission of bids, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Observing the deadline of the RFP, responses should be submitted electronically with appropriately file labels/names, and information required in Appendices I and II. Adobe

Pdf and Power Point file formats are acceptable. Proposal must be signed by official authorized personnel who can bind the contractor to the provision of the RFP.

4.2 Late Bids

Any bid received by the Company after the deadline to upload bids, pursuant to **Section 4.1**, will be rejected.

4.3 Proposal Signing

All proposals must be signed by an official agent or representative of the company submitting the proposal.

4.4 Proposal Rejection

Bids received after the deadline for submission of bids will be rejected. Any bid received that does not meet the requirements of this RFP may be considered to be non-responsive, and the bid may be rejected. Bidders must comply with all of the terms of this RFP. JPS may reject any bid as being non-responsive that does not comply with the terms, conditions, and characteristics of this RFP or the key criteria for selection.

4.5 Right of Rejection

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

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

JPS reserves the right to hold discussions/negotiations with OEM directly in arriving at final product specifications, warranty, pricing and delivery. This will not stop finalizing proposal directly with 3rd parties or OEM distributors.

5.0 SELECTION PROCESS AND EVALUATION CRITERIA

JPS will open bids privately. See calendar for date (Section 4). A selection committee consisting of JPS staff members will evaluate all responses. Based on the preliminary evaluation of the responses, we reserve the right to short list respondents.

Selection will be based on the contractor's responsiveness to the RFP and total price quoted (including recurring costs).

5.1 Determination of Responsive Bids

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

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

JPS internal scoring method values the following proposal attributes (order of presentation here does not reflect priority)

TECHNICAL CRITERIA	Result
Technical Specification	Pass or Fail

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

5.2 JPS Bid Evaluation Discretion

JPS at its discretion may:

-
- Select a bid other than the lowest priced if JPS determines, at its sole and absolute discretion, that JPS' interests will best be served by doing so;
 - Withhold any information used in conducting the evaluation;
 - Reject any or all bids and enter into negotiations with other third party non-bidders, or any Bidder or Bidders that JPS may choose;
 - Seek clarification from any Bidder regarding bid information and may do so without notification to any other Bidder;
 - Continue the review procedure until a Bidder is selected successfully or until JPS chooses to reject all bids;
 - Accept any bid or alternate as submitted without negotiations;
 - Require revisions to, corrections of, or other changes to any bid submitted as a condition to its being given any further consideration;
 - Select for negotiations only the overall best bids or alternate submitted, as determined by JPS;
 - Truncate negotiations with a Bidder if JPS determines that progress towards a contract is not proceeding in a reasonable manner or at a reasonable pace;
 - Open negotiations with additional Bidders or non-bidders.

5.3 Bid Discrepancies

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words shall prevail.

If the contractor does not accept the correction of errors, its bid shall be rejected.

The Company may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

5.4 Right to Negotiate

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

5.5 Written Clarification

JPS reserves the right, at its sole discretion, to request clarifications of bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions will be to ensure full understanding of the bid proposal. Discussions will be limited to specific sections of the bid identified by JPS and, if held, will be after initial evaluation of the bids. If clarifications are made as a result of such discussion, the Bidder 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 bid.

5.6 Contract Award

The award will be based on the proposal that is most responsive to the requirement of JPS and that which will offer the greatest value for JPS.

Issuance of this Bid does not constitute a commitment by JPS to award any contract or to perform the research services as per the Offer made in response to this RFP.

JPS reserves the right to invite any or all Bidders to make an in-person presentation.

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

6.0 Bidder Qualifications and Requirements:

Your quote should include, but not limited to:

a) Terms of payment. JPS standard terms of payment is Net 60 days of Invoice date

b) Warranty Terms

The Bidder shall warrant that during the term of the Agreement the services provided by it hereunder will be performed in a workmanlike manner and in accordance with the JPS safety regulations and reasonable commercial standards.

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

supplied Goods in the conditions obtaining in the country of final destination. This warranty shall remain valid for a minimum of twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the Contract.

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

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

7.0 GENERAL CONDITIONS OF CONTRACT

7.1 Proprietary Content

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

7.2 Prices

Prices listed by the Bidder of the service to be provided under the Contract shall not, with the exception of any price adjustments authorized, negotiated and agreed on by Contractor and JPS, vary from the prices quoted by the Contractor in its bid.

7.3 Terms of Payment

The JPS shall pay the Contractor for the services within sixty (60) days of receipt of the Contractor's undisputed invoice.

7.4 Contract Amendments

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

7.5 Subcontract

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

If the bidder submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations or persons being contracted.

7.6 Delays in the Contractor's Performance

If at any time during the performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of the services, the Contractor shall promptly notify the JPS in writing of the fact of the delay,

it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the JPS shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract, or terminate the Contract in accordance with the provision of clause **7.8**

7.7 Penalties

Failure to submit the Deliverables to the Company within the timelines specified will result in the Contractor being liable to the company payments of sums equivalent to ten percent (10%) of the value of compensation and or liquidated damages payable by the Company in respect of such Deliverable.

7.8 Termination

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

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

(b) The JPS may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience by giving seven (7) working days' notice. The notice of termination shall specify that termination is for the JPS convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

7.9 Force Majeure

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

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

If a Force Majeure situation arises, the Contractor shall promptly notify the JPS in writing of such condition and the cause thereof. Unless otherwise directed by the JPS in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Appendix I

**REQUEST FOR PROPOSAL (RFP)
Load Gearbox Overhaul Service
RFP # 941273**

GENERAL INFORMATION

Name of Organization: _____

Address: _____

Key Contact: _____

Title: _____

Telephone Numbers: _____

Email Address: _____

Company Profile

Please submit the requested information below:

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

Appendix II

Response Template

Name of Bidder: _____

Signature of Bidder: _____

Payment Terms

Purchaser's preference: Net 60 days Bidder's proposal: Net ____ days

Price Schedule in United States Dollars

Along with detailing all charges in their proposal, Bidder is required to complete below to summarize the costs.

Unit: GT 12

SUMMARY RATE SHEET

Item	Description	Cost	
		Single Shift	Double Shift
1	Labour/ Services		
2	Airfare		
3	Transportation		
4	Tools & Equipment		
5	Accommodation		
6	Per Diem		
7	Consumables		
8	Incidentals		
9	TOTAL		

EXPECTED DURATION

Item	Number of Shifts	Days
1	Single	
2	Double	

Appendix III

UNIT INFORMATION – BOGUE GT12 GAS TURBINE

Unit Name	GT12
Maximum Capacity Rating (MCR)	39,290 KW
Turbine Serial number	810400
Frame Size	MS6001B /PG6581
Fuel Type	Gas and No. 2 Distillate
Control System	Mark VIe

LOAD GEAR

Manufacturer	Flender Graffenstaden
Machine Type	TRL65CV
Nominal Rating	54,000 kW
Service Factor	1.3
Rated Input Speed	5,163 Rpm
Rated output speed	3,000 Rpm
Ratio	1.7209

Appendix IV

INTENDED SCOPE OF WORKS

The scope of work includes, but is not limited to;

1. Mobilization

- a. Move on job site.
- b. Orientation and Job briefing
- c. Locate lay down blocking and bring to lay down area.
- d. Review baseline operating data for load gearbox.
- e. Before proceeding with the inspection ensure the gas turbine is shut down and cooled to allow work to be performed on the unit, electrical power is tagged out and the CO₂ system is deactivated.

2. Disassembly

- a. Uncoupling Turbine to load gearbox shaft
- b. Perform as found alignment between load gearbox and turbine.
- c. Remove all accessories on the upper part as well as the half cover
- d. Upper Casing
 - i. Remove the pins, assembling screws and stud bolts, release the upper part using the threaded holes.
 - ii. Sling the upper casing using the handling holes provided for this purpose put it in wooden chocks and return it for cleaning of the joint-plane
- e. Measure and record all **initial** gearbox clearances
- f. High Speed shaft
 - i. Sling and Lift slightly the shaft from one side in order to pivot the bearing and to bring the joint – plane in with the casing.
 - ii. Remove the upper half-bearing
 - iii. Repeat Same operation for the other bearing
 - iv. Sling the shaft and lift it while maintaining it horizontal
 - v. The lower half-bearings must remain in the casing

- g. Intermediate casing
 - i. Disconnect oil supply of the intermediate casing.
 - ii. Remove intermediate casing.
- h. Low Speed Shaft
 - i. Remove the pins and assembling screws of each bearing and remove the upper parts
 - ii. Sling the low speed shaft and lift it while maintaining it horizontal
 - iii. The lower half-bearings must remain in the casing.

3. Preliminary Report

- a. Provide preliminary report on parts removed and details of all observed defects/damages with recommendation for repairs and/or replacement.

4. Assembly

- a. To assemble, proceed in reverse order of dismantling

Notes

- ✓ Joint-planes and parts must be cleaned before mounting
- ✓ Smear the bearings with clean oil (the same as for lubrication)
- ✓ Smear the joint-planes of the casings and of the covers with sealant (HYLOMAR SQ32M DIVOPAT or Similar)
- ✓ All relevant clearances should be rechecked/ verified during reassembly.

5. COMPLETION

- ✓ Remove tags and prepare the unit for operation.
- ✓ Leak-check all areas of gearbox at first operational run.

6. DEMOBILIZATION

- a. Load and ship tools
- b. Verify site and equipment are orderly
- c. Move off site
- d. Furnish inspection report within two (2) weeks of Unit start up.

APPENDIX V

Draft Contract

ARTICLES OF AGREEMENT

This CONTRACT made on the ___ day of _____, 2023 AMONGST JAMAICA PUBLIC SERVICE COMPANY LIMITED, a Company incorporated under the laws of Jamaica with its registered office at 6 Knutsford Boulevard, Kingston 5, Jamaica (hereinafter called "the Company", "the Owner", "JPS", "Buyer") of the ONE PART and _____ a company duly organized under the laws of _____ with principal place of business located at _____ (hereafter referred to as "the Contractor", "Seller") of the OTHER PART. JPS and the Contractor are herein sometimes referred to as the "Party" or collectively as the "Parties".

WHEREAS

:

- A. JPS is engaged in the generation, transmission and distribution of electricity to residential, commercial and industrial customers in the Island of Jamaica pursuant to the *Electricity Licence, 2016*
- B. JPS owns and controls the Bogue generating plant located in Montego Bay, St. James, Jamaica (hereinafter called the "Bogue Power Station"). The Bogue Power Station Gas Turbine Unit 12 (GT12) will be taken out of service to facilitate Load Gearbox Overhaul.
- C. JPS is desirous of engaging the services of a contractor to undertake the foregoing inspections and repair works and solicited proposals from various contractors by way of the Request for Proposal for Hot Gas Path Inspection of Gas Turbine Frame 6B Unit at Bogue Power Station RFP # 941273 (hereinafter called the "RFP").
- D. The Contractor, having submitted a proposal in response to the RFP, has agreed to undertake the inspection and repair works particularized in the RFP as modified or clarified by the Proposal required by JPS in accordance with the terms and conditions of this Contract and, having relied on the Contractor's representation that it has the requisite competence, professional experience, skills, ability and technical resources, JPS has so agreed to engage the services of the contractor.
- E. The Contractor, having submitted a proposal in response to the RFP, has agreed to undertake the load gearbox overhaul works for Gas Turbine Unit 12 (hereafter referred to as "GT12" or "Unit") particularized in

the RFP as modified or clarified by the Proposal required by JPS in accordance with the terms and conditions of this Contract and, having relied on the Contractor's representation that it has the requisite competence, professional experience, skills, ability and technical resources, JPS has so agreed to engage the services of the Contractor.

NOW THEREFORE IN CONSIDERATION of the above premises, the consideration and the mutual covenants **IT IS HEREBY AGREED** as follows:

1. Definitions

Unless the context otherwise specifies, the following terms whenever used in this Contract have the following meanings:

- a. "Authorized Representative" means in the case of either Party the person named at Clause 10 (*Authorized Representative*) in respect of each Party or his designee.
- b. "Business Day" means Monday to Friday and excludes any day on which the banks in Jamaica are not open to the public for business.
- c. "Completion Schedule" means the timeline for the performance of the Works as detailed in the schedule for performance of the Works as outlined in the Proposal, or such other schedule for performance as agreed to by the Parties in writing.
- d. "Conditions of Contract" means the terms and condition contained in Appendix 3 attached hereto.
- e. "Contract Price" means the compensation payable by JPS to the Contractor as consideration for the performance of the Works, as provided in Clause 11 (*Contract Price and Terms of Payment*).
- f. "Effective Date" means the date first mentioned in this Contract.
- g. "Mobilization Fee" means any prepayment payable to the Contractor in accordance with this Contract.
- h. "Permit-to-Work" means the authorization to commence work on the Unit following the successful completion of the lock-out tag-out process by the Parties.
- i. "Premises" means the Bogue Power Station located in Montego Bay, St. James, Jamaica.

- j. "Proposal" means the load gearbox overhaul on Gas Turbine Unit 12 at Bogue Power Station [*Proposal Number*] submitted by the Contractor attached hereto in Appendix 2.
- k. "Purchase Order" means a purchase order issued by JPS to the Contractor in respect of the performance of the Works.
- l. "RFP" means the Request for Proposal for Load Gearbox Overhaul on GT12 at Bogue Power Station RFP# 941273 attached hereto in Appendix 1.
- m. "This Agreement" means this Contract to the exclusion of the Schedule and Appendices.
- n. "This Contract" means the terms and conditions set out in this Agreement, the Schedule and the Appendices.
- o. "Unit" means the Gas Turbine Unit GT12 located on the Premises.
- p. "confirmed transmission" means the sender's receipt of a delivery receipt/confirmation from the electronic device used to send the electronic mail and or facsimile.
- q. "Warranty Period/Defects Liability Period" means the [applicable warranty period] from the acceptance of same by JPS in accordance with Clause 8 (*Completion & Acceptance*).
- r. "Works" means the services to be undertaken together with deliverables to be submitted by the Contractor as detailed in this RFP as modified or clarified by the Proposal.
- s. "Work Site" means the areas of the Premises as identified by JPS to the Contractor for the performance of the Works.

Works

2. The Contractor agrees to undertake the Works in accordance with the RFP, including without limitation the provisions of Clause 2 of the RFP and shall provide the requisite skilled and qualified labour, supervision, tools and materials. The Contractor shall perform the Works in accordance with the Completion Schedule. The Contractor shall be responsible for transporting all personnel of the Contractor to the Work Site.

3. JPS reserves the right to instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the Works in writing. The Parties agree that there shall be no variation in the Works in the absence of written approval by JPS and the agreement by the Parties on the applicable adjustment in the Contract Price, if any. In the event that JPS agrees

to a variation in accordance with this Clause 3 (*Works*), the JPS shall issue a variation order detailing the agreed adjustment to the Contract Price and the description of the works to be undertaken.

Access to Site

4. The Contractor shall submit to JPS a list of all persons to be permitted access to the Work Site, which list shall include the job classification of each person. Upon receipt of this list JPS agrees to provide each person contained in the said list with an approved written gate pass which shall include the name of the Contractor, the name of the individual, the start date of the Works and the expiry date of the permission. The Contractor shall have access solely to the Work Site for the purpose of performing the Works and as per timeline and within the times, agreed to between the Parties, unless otherwise requested by JPS, solely for the purpose of performing the Works in accordance with the agreement between the Parties. The foregoing shall not prejudice the right of JPS to refuse and/or restrict access by the Contractor, its servants, agents or subcontractors to any aspect of the Work Site or the Premises. The Contractor, its servants, agents or subcontractors shall not be permitted access to any aspect of the Premises outside of the Work Site unless express authorization is provided by the JPS Authorized Representative.

5. The Contractor shall ensure its employees, servants, agents, contractors and/or sub-contractors do not take onto the Premises felonious weapons or alcohol or illegal substances, and refrain from smoking in non-smoking areas, and do not display disruptive or boisterous behaviour. JPS reserves the right to issue directions to the Contractor requiring the exclusion from participation in the Service and deny access to the Premises, any person employed, contracted or otherwise engaged by the Contractor, after discussion with the Contractor.

Duration

6. The Contractor agrees that the Works shall commence on the date on which JPS issues the Permit-to-Work to the Contractor and shall be completed in accordance with the Completion Schedule.

7. The Parties agree that all dates and periods of time referred to in this Contract shall be of the essence unless the Parties agree in writing that any date or period of time herein may be varied in any instance. Where a date or period of time has been varied in accordance with this Clause, the Parties agree that this Clause shall apply to any other date or period of time agreed upon by the Parties. No waiver and/or variation under this Clause shall operate as a waiver and/or variation of any other date or period of time unless otherwise agreed upon in writing by the Parties. The Contractor shall be liable to pay to JPS a sum equivalent to US\$15,000.00 per day of delay up to a maximum of 5% of the value of the Purchase Order for delays in respect of the completion of the Works beyond the agreed date for completion as stated in the Completion Schedule; provided that such delay in completion is not attributable to the negligence of

JPS. The Completion Schedule shall be adjusted for any delays solely caused by JPS, third parties directly contracted by JPS, changes in work scope authorized by JPS which result in a change in the Completion Schedule agreed to by the Parties, and any other delays in performance of the Work for which an extension of time for performance is permitted in accordance with this Agreement. The Contractor agrees that the liquidated damages provided herein are a reflection of the damage to be incurred by JPS as a result of the delay in completing the Works and not a penalty.

Completion and Acceptance

8. The Contractor shall notify the JPS Authorized Representative when the Unit is mechanically complete (ready for turning gear) and of the proposed time and date for recommissioning of the Unit. The JPS Authorized Representative shall be present during the recommissioning exercise. The Contractor shall not conduct the recommissioning in the absence of the JPS Authorized Representative. Upon completion of the Works the Contractor shall immediately notify the JPS Authorized Representative of completed Works in accordance with Clause 4.5.1 of the Conditions of Contract. The JPS Authorized Representative shall inspect the Works. The Works shall not be deemed to have been completed until JPS certifies the completion in accordance with Clause 4.5.3 of the Conditions of Contract. Notwithstanding anything herein provided, the acceptance of the Works by the JPS Authorized Representative shall not relieve the Contractor from liability in the event of any defect identified in the Works after such acceptance of same and any loss or damage to any person or property arising out of the Works.

9. In the event that any aspect of the Works is reasonably rejected by JPS, the Contractor shall correct the reason for rejection within a reasonable time at its own risk and expense.

Authorized Representative

10. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed by either Party's Authorized Representative. The Contractor agrees that its Authorized Representative or his designated representative must always be present at the location during the performance of the Works. The Authorized Representative with respect to either party shall be as follows:

- a. On behalf of JPS by the Engineer, Arthur Barrows or his designated representative.
- b. On behalf of the Contractor by _____, or his/her designated representative.

Contract Price and Terms of Payment

11. The Parties agree that the total fixed value of the Works to be provided shall be *[Contract Price]* as detailed the Proposal. The Contract Price, including the Mobilization Fee shall be payable in accordance with the Proposal Letter in the Proposal. All undisputed invoices shall be payable within *[Agreed Payment Terms]*.

Independent Contractor

12. Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between JPS and the Contractor. The Contractor, subject to the agreement between the Parties, shall have complete charge of the method of performance of the Works and the persons performing the Works. The Contractor shall be fully responsible for any and all actions or omissions on the part of its servants, agents or by them or for and on their behalf hereunder by any subcontractor and shall be responsible for all statutory deductions made on their behalf.

13. The Contractor agrees that it shall not represent that it is granted any right or authority to make any representation or warranty or assume or create any obligation or responsibility, express or implied, for, on behalf of, or in the name of JPS, to incur debts for JPS or to bind JPS in any manner whatsoever. No agent or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or the agreement between the Parties not set forth herein or in accordance with the agreement between the Parties.

JPS' Instructions

14. JPS may issue written instructions, which the Contractor shall forthwith, carry out. If instructions are given orally they may, in three (3) days be confirmed in writing by JPS. If within three (3) days after receipt of a written notice from JPS requiring compliance with an instruction the Contractor does not comply therewith then JPS may employ and pay other persons to carry out the said instructions and all cost incurred thereby may be deducted by JPS from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor by JPS as a debt.

Control of Works

15. The Contractor shall at all times have trained and competent persons in charge of the performance of the Works. Any instructions given to the Contractor by JPS shall be given to the Contractor's Authorized Representative and shall thereby be deemed to have been issued to the Contractor.

Warranty

16. The Contractor shall at all times have trained and competent persons in charge of and performing the Works and any instructions given to him by JPS shall be deemed to have been issued to the Contractor. The Contractor further warrants that it has experience in performing tasks of the nature and type required under this Contract.

17. The Contractor warrants that the Works performed shall be of the highest quality of workmanship conforming to the standards of JPS and recognized industry standards, including but limited to the Technical Specifications and Procedures. The Contractor further warrants that the materials provided by the Contractor shall be of the highest quality and free from defects.

18. The Contractor warrants that the Works provided under this Contract shall be free from defects in workmanship. Any defects in the Works identified by JPS during the Warranty Period shall be corrected by the Contractor within a reasonable time after notification of the defect at the sole cost of the Contractor.

Termination by JPS

19. JPS may, without prior notice to the Contractor forthwith terminate this Contract in any one or more of the following respects:

- a. If the Contractor without reasonable cause fails to proceed diligently with the Works or wholly suspends the carrying out of the Works before completion of this Contract.
- b. If the Contractor refuses or neglects to comply with a notice, whether oral or written, from JPS requiring him to remove and replace defective aspect of the Service or improper materials or goods.
- c. If the Contractor becomes bankrupt or makes any composition or arrangement with his creditors or has possession taken by or on behalf of any creditor of any property, the subject of a charge.
- d. If the Contractor's standard of workmanship is reviewed by JPS and found to be of a sub-standard quality.

20. JPS may terminate this Contract without cause upon giving the Contractor three (3) days prior written notice.

Consequence of Termination

21. Upon termination of this Contract, the Contractor shall, at its cost, immediately return to the JPS Authorized Representative all documents, drawings, security passes, documentation, materials and equipment provided to the

Contractor by JPS to facilitate the performance of the Works and vacate the Premises. The Contractor shall also immediately remove its equipment and tools from the Premises and JPS shall be responsible for transporting such equipment and materials therefrom, including all costs associated with such removal. All previous Works completed prior to termination will be assessed and payment for same shall be made to the Contractor; save and except where the value of the Works rendered does not exceed the value of the Mobilization Fee received by the Contractor, the Contractor shall refund to JPS the balance of the monies paid upon receipt of the demand for payment from JPS. The right of determination by JPS shall be without prejudice to any other rights or remedies which JPS may possess.

Assignment

22. The Contractor shall not assign or in any way part with its rights and/or obligations under this Contract or the Works or any part thereof without the prior written consent of the JPS Authorized Representative or his designated representative.

23. Where consent is given in accordance with Clause 22 (*Assignment*) the Contractor shall bind all assignees and/or subcontractors by the terms and conditions of this Contract and the Contractor agrees that it is entirely responsible to JPS for any and all acts or omissions on the part of the assignee and/or subcontractor and all persons directly or indirectly employed or contracted by them.

Liability and Indemnity

24. The Contractor shall be liable to JPS for the performance of the Works in accordance with the provisions of this Contract and for any loss or damage suffered or expense incurred by any person whatsoever whether directly or indirectly attributable to the provision of or the failure to provide or properly provide the Works hereunder or the acts or omissions of the Contractor, its servants, agents, contractors and/or subcontractors; provided that the Contractor shall not be liable for any loss or damage suffered or expense incurred by JPS if such loss damage or expense is in any way attributable to the negligence of JPS, its servants, and/or agents.

25. The Contractor shall indemnify and hold harmless JPS in respect of any and all claims for damages or any loss or injury or costs or legal expenses incurred, including but not limited to any matter reasonably settled by JPS, where such claims, loss, damage, injury, costs or legal costs arise as a result of the Contractor's performance or non-performance of the Works or the act or omission of the Contractor, its servants, contractors, sub-contractors and/or agents or contractors; provided that the Contractor shall not be liable for any loss or damage suffered or expense incurred if such loss damage or expense is in any way attributable to the negligence of JPS, its servants, and/or agents.

26. The Contractor shall have complete responsibility and control of the Works and its servants, agents, contractors and shall be liable for any loss, damage or injury sustained. Subject to the terms and conditions of the agreement

between the Parties, the Contractor shall not authorize or permit any JPS person to enter the Work Site or any other area of land in which the Works is being performed provided that authorization has not been issued by JPS to the contrary. The Contractor shall indemnify and hold JPS harmless from any and all losses, damages, claims, causes of action, liabilities, cost or expense, including without limitation legal fees, claimed by any person for property damage and/or bodily injury, including death, to the extent caused by the acts, negligence, omission or default or willful misconduct of the Contractor, its servants, agents or contractors except if such injuries or death of damage to property is caused solely by JPS' negligence, omission, or willful misconduct.

Limitation of Liability

27. The total cumulative liability of either party to this Contract to the other party shall be limited to 100% of the Contract Price for non-insurable liability. As for insurable events, liability will be limited to the value of insurance whether such liability is at law or in equity and whether it is based in tort, contract, warranty, strict liability or otherwise arising from this Contract; provided that such value shall not be less than the Contract Price. Such limitation of liability shall not apply to (1) any claims of JPS for damages suffered as a result of the Contractor's fraud, willful misconduct, or deliberate acts or (2) any claims of the Contractor for indemnification relating to an act or omission of JPS or claims of the Contractor for damages suffered as a result of JPS fraud, willful misconduct, or deliberate acts. Unless expressly stated in this Agreement, nothing in the Proposal shall be deemed to limit or otherwise prejudice the rights and remedies of the Parties under this Contract, at law or in equity.

28. In no event shall either party be liable to the other (whether as a result of breach of contract or warranty, tort (including negligence), strict liability or otherwise) for incidental, exemplary or consequential damages (other than death or bodily injury), including but not limited to loss of profits or revenue, loss of use of equipment or associated equipment, facilities or services, damages suffered as a result of the loss of use of its power system or production facilities, cost of purchased or replacement power, downtime costs, fines or penalties imposed by governmental authorities or claims of customs for such damages.

Insurance

29. The Contractor shall (i) obtain and maintain, and shall cause any subcontractor to obtain and maintain, at their (or the subcontractor, as the case may be) own cost, (a) employer's liability insurance coverage for all staff engaged by the Contractor with a minimum limit of US\$75,000.00 in equivalent any one occurrence; (b) public liability insurance coverage against risk of loss, damage and injury to person and property, including death which may be incurred, with a minimum limit of US\$76,000.00 equivalent any one occurrence; and (ii) at JPS' request, shall provide evidence to JPS showing that such insurance coverage has been obtained and maintained and that the current premiums therefore have been paid.

Confidentiality

30. The Contractor acknowledges that this Contract and all information, documents and data provided by JPS or generated by the Contractor during the performance of the Works and all information regarding the Bogue Power Plant, its layout, design, operation and maintenance, is confidential information of JPS (collectively, the “**Confidential Information**”). The Contractor shall take reasonable efforts to protect the confidentiality of the Confidential Information (efforts which are at least equivalent to the efforts the Contractor takes to protect its own confidential information) and shall not use or disclose Confidential Information without the prior written consent of JPS’ Authorized Representative or his designated representative. This Clause shall survive the termination of this Contract.

Force Majeure

31. No party to this Contract shall be held in any way responsible for any failure to perform its obligations under this Contract if such failure has been caused (directly or indirectly) by circumstances beyond the control of the defaulting party. Such circumstances shall include but shall not be limited to act of God, war, riot, industrial action, or civil unrest (which circumstances are hereinafter called “Force Majeure”) PROVIDED that such circumstances are not due to the negligence of the defaulting party, its employees, subcontractors, or agents and/or could not have been foreseen and protected against by the Contractor.

Safety and Protection of the Environment

32. The Contractor shall, throughout the duration of this Contract comply with JPS’ health, safety, security and environment policies, the JPS Generation Lock Out Tag Out procedure and the JPS personal protective equipment standards, Safety and Health Procedures attached hereto at Appendix 4 and the JPS Generation fall protection procedure, in force at the time of performance of the Services, which shall be incorporated herein by reference, and have full regard for the safety of all persons entitled to be upon the Premises and keep the Work Site (so far as is under his control) in an orderly state appropriate to the avoidance of danger to persons whether working for the Contractor or found on the Premises. JPS shall provide the Contractor with a general safety briefing of basic safety and power plant regulations to be observed while on the Premises. It shall be the responsibility of the Contractor to disseminate the provisions of the JPS’ health, safety, security and environment policies and the safety briefing to its employees, servants, agents, contractors and sub-contractors, and to ensure their compliance with same at all times while maintaining a presence on the Premises. Having full regard for the safety of all persons entitled to be upon the Work Site and the Premises, the Contractor shall provide each such individual with steel toed boots, helmet, earmuffs, and safety glasses, which gear must be worn at all times while on the Premises. The Contractor shall also ensure that he provides fall protection for each servant, agent or contractor who shall be required to perform Services at a height of a minimum of four (4) feet above ground level. The Contractor shall erect and properly maintain at all times as required by the condition of the Works all necessary safeguards for the protection of its servants, agents, contractors or any other person in the vicinity of the site of the Work. JPS reserves the right to suspend the Services, at no additional cost to

JPS, where the Contractor, its servants, agents, or contractors, are observed to be in breach of the provisions of this Clause. The Contractor shall provide JPS with a safety plan for the performance of the Services for approval by JPS prior to the commencement of the Services at the Premises.

33. The Contractor shall verbally notify JPS of all accidents or loss or damage to person or property during the shift in which the incident occurs. A written report shall be submitted by the Contractor to JPS within twenty-four (24) hours of the occurrence thereof, giving all the requisite details in a written report as soon as is reasonably practicable.

Settlement of Disputes

34. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

35. In the event that the Parties fail to settle any dispute in accordance with Clause 34 (*Settlement of Disputes*) the Parties may refer the said dispute in accordance with the Arbitration Act of Jamaica.

36. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator. The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (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 the General Legal Counsel to appoint the sole arbitrator for the matter in dispute.

37. 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 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 to equally share the cost of the arbitration and shall be responsible for their own costs incurred in the proceedings.

Notices

38. 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, or when sent

by registered mail, electronic mail or facsimile to such Party at the following address, with the exception of notices pursuant to Clauses 19 and 20 (*Termination by JPS*) which shall not be deemed delivered if transmitted by electronic mail:

For JPS: Jamaica Public Service Company Limited

6 Knutsford Boulevard
Kingston 5

ATTENTION: Ruben Thomas
Telephone Number: 876-878-3646
Facsimile: 876-952-3406
E-mail: ruthomas@jpsco.com

With Copy to: Arthur Barrows,
arthurbarrows@jpsco.com

For Contractor: _____

ATTENTION: _____

Telephone Number: _____

Facsimile: _____

E-mail: _____

39. Notice shall be deemed to be effective as follows:

- a. In the case of personal delivery or registered mail, on delivery;
- b. In the case of electronic mail, eight (8) hours following confirmed transmission and where sent after five (5) p.m. notice is deemed to have been given at eight thirty (8:30) a.m. the following Business Day; and
- c. In the case of facsimiles, two (2) hours following confirmed transmission and where sent after five (5) p.m. notice is deemed to have been given at eight thirty (8:30) a.m. the following Business Day, 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.

Amendments

40. The Parties agree that no variation, changes or alterations shall be binding on the Parties unless the said variation, change or alteration is evidenced in writing and signed by the Parties hereto.

Waiver

41. No waiver whether express or implied by either Party shall be deemed as waiver or consent to any subsequent breach of this Contract. Nor shall any failure to exercise and/or delay in exercising any right or remedy under this Contract or as provided by the laws of Jamaica operate as a waiver of such right or remedy.

42. No waiver shall be binding for any purpose unless put in writing and signed by the Authorized Representative. Any waiver of any particular provision hereof shall not be deemed to be a waiver in the future of the same or any other provision of this Contract.

Governing Law

43. The rights and obligations of the parties hereto and the construction and effect of this Contract shall be governed by and construed in accordance with the Laws of Jamaica and each party agrees to submit to the exclusive jurisdiction of the Courts of Jamaica.

Entire Agreement

44. This Agreement together with the recitals, preliminary statements and Appendices hereto, inclusive of any and all amendment thereto agreed upon in writing and signed by the Authorized Representative or his authorized representative, contain all covenants, stipulations and provisions agreed by the Parties. In the event of a conflict between the provisions of this Agreement and/or the Appendices herein, the following order of precedence shall prevail: (1) this Agreement; (2) the Conditions of Contract; (3) the RFP; and (4) the Proposal. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or Contract not set forth herein or in accordance with this Contract. Notwithstanding anything to the contrary in the Proposal, the obligations of the Contractor to perform the Works shall commence with the execution of this Agreement and/or the issuance of a Purchase Order.

Interpretation

45. Headings contained in this Contract are for reference purposes only and shall 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.
46. 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.

Severability

47. If any provision, or part thereof, of this Contract shall be prohibited by or judged by a court to be invalid or void or unenforceable then such provision or part thereof shall be severed from this Contract. The remaining provisions of this Contract shall not as far as possible be changed or amended or modified and all other terms and conditions not so severed shall continue in full force and effect to the fullest extent permitted by law.

Counterpart

48. This Contract may be executed in several counterparts, each of which is an original, but all of which together constitute one and the same Contract. Facsimiles of such counterparts shall be deemed an original for the purpose of execution of the Contract.

APPENDIX 1

RFP

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APPENDIX 2

PROPOSAL

[Remainder of Page Intentionally Blank]

APPENDIX 3

CONDITIONS OF CONTRACT

[Remainder of Page Intentionally Blank]

APPENDIX VI

Safety and Health Guidelines

GHSE-019- GENERATION CONTRACTOR HSE REQUIREMENTS AND MANAGEMENT PROCEDURES

Company: JAMAICA PUBLIC SERVICE COMPANY LIMITED
Document Title: GHSE-019- Generation Contractor HSE Requirements and Management Procedures
Required for: Generation contractor or third party services
Effective Date: 2017 February 8

Notes:

- Original Rev 0 -November 28,2005 (as JPS Generation Division (Plants)Contractor Environmental, Health, Safety Policy (EHSP))
- Rev1- November 22, 2007 as MP0001
- Rev 2-2009
- Rev3- 2015
- Rev 4- 2017
- Rev 5-2018 (updated Safety Creed)

Approved by:_____

SVP Generation - Joseph Williams

Approved by:_____

SVP Safety, Legal and Risk – Katherine Francis

Approved by:

Head of Logistics and Inventory Management – George Scarlett

Prepared by:

Manager-HSE- Generation Operations and Standards- Aldane Stennett

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1.0. Purpose & Scope

Jamaica Public Service Company Ltd (JPS) is committed to the wellbeing of all its employees and contractors, protection of the environment and assets. In this regard JPS Health, Safety and Environmental (HSE) policies and programmes shall be incorporated in all areas of work to achieve safe and environmentally responsible outcomes. This document sets out the HSE requirements that must be met by the Contractor and is applicable to all contract services and contractor personnel performing work for the Generation Division.

Contractors are required to adhere to all life saving rules and JPS Safety Creed (HSE policy in a nutshell):

***No Schedule is so Iimportant
No Job is so Urgent
No Emergency is so Great
That we cannot take time to work safely and take care of our environment***

The HSE requirements as laid out in Appendices 1, 2, 3 and 4 shall be met at every stage of the contract.

2.0 Compliance With:

- Local laws and regulatory requirements
- JPS Health, Safety and Environmental codes and standards
- JPS Environmental Management System
- JPS Health and Safety Management System
- Permit Procedures (LOTO, Hot Work management, Confined Space)
- Spill Prevention, Control Response (SPCR) Procedures & Environmental Management System(EMS) plan
- JPS Safety Manual
- JPS Job Risk Management Policies and Procedures Procedures (Job Safety briefing, Job Safety Analysis)
- Site Specific Guidelines
- JPS PPE Programme

3.0 Definitions

The terms and phrases defined in the General Terms and Conditions of the contract /service apply to this "The Company" shall mean Jamaica Public Service Company Limited. Contractor/ Third Party" shall be taken to mean "The Owner or Principal or his/her designate".

Contractor: a person or firm that undertakes a contract to provide materials or labour to perform a service or do a job through the expressed authorization of JPSCo's and is a qualified service provider acting in the role of the prime contractor.

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

Subcontractor: One who takes a portion of a contract from the principal contractor or from another *subcontractor*. When an individual or a company is involved in a large-scale project, a contractor is often hired to see that the work is done. The contractor, however, rarely does all the work. The work that remains is performed by subcontractors, who are under contract to the contractor, who is usually designated the general or prime contractor. Subcontractors may, in turn, hire their own subcontractors to do part of the work that they have contracted to perform. Technically speaking a contractor worker is a subcontractor

Contract Bridging Document: Agreement between JPS and Contractor in a separate document or within the contractual agreement, which spells out the policies, programs and procedures that will be enforced for the work, taking into account JPS's and the Contractors respective HSE Management systems

Contract Manager: One who manages/administrates contracts made with customers, vendors, partners, or employees. The contract manager negotiates, supports and manages the different stages of contract process. Contract Manager negotiates the terms and conditions in contracts and ensuring compliance with the terms and conditions, as well as documenting and agreeing on any changes or amendments that may arise during its implementation or execution. In summary the contract manager systematically and efficiently manage contract creation, execution, and analysis for the purpose of maximizing financial and operational performance and minimizing risk to the company and the contractor.

Contracts Committee: is a group of individuals from diverse employment background within JPS who meets and makes decisions concerning contractor and contract requirements, contractor prequalification and qualification, contractor selection, contract awards, contractor evaluation, performance, sanctions, rewards and termination.

Contractor Supervisor: One who supervises works on behalf of the contractor or sub-contractor. This person is employed by the contractor or subcontractor and is responsible for executing the work to performance value standards by ensuring HSE standards, Quality and productivity levels are satisfied at every stage in the contract execution.

Contractor Coordinator: is the JPS employee who is responsible for coordinating HSSE standards, Quality and productivity with the contractor through the contractor principal and supervisor to ensure performance value is achieved at different stages of the contract execution

Contractor worker/employee: one who is employed to perform work by a contractor or sub-contractor. This person is not employed by JPS

4.0 Procedures

This section outlines the details of the HSE requirements that must be met by contractor and company throughout all the phases of the contract process

4.1. Policy and Leadership

The Contractor shall maintain and implement a HSE policy that is aligned with JPS HSE policy and demonstrates commitment to the protection of people, the environment and operating assets. Contractor management shall demonstrate commitment to policy implementation and abide by all applicable laws, regulations and JPS requirements. Some key expectations include Contractor:

1. Acknowledgement the JPS's strong commitment to Health, Safety, and Environment (HSE).
2. Ability and responsibility to determine what hazards may be encountered in the performance of the work/delivery of service
3. Undertaking of detailed risk assessment and implementation of appropriate control measures.
4. Provision of copies of its HSE- policy, management system, procedures and plans to JPS upon request.

4.2 Unsafe Operations and the Right to Stop Unsafe Work

The Contractor(s) and its/their representative(s) shall understand that they have the right to stop work when they consider it unsafe to continue. All employees and contractors have the right to refuse to do unsafe work. This right must be communicated and understood by all personnel performing work. If the Contractor believes that the work cannot be safely undertaken or that continuance of operations may result in any hazardous conditions, he/she shall immediately notify JPS. The Contractor shall use best efforts at all

times to prevent or minimize the effect of any hazardous condition. In the event of either scenario (i.e. stopping a job or refusing to do a task based on a HSE concern), the JPS Supervisor/JPS Contractor Coordinator responsible for the work must be notified immediately.

4.3 Termination and Suspension for Breach of HSE Requirements

JPS and the Contractor agree that all provisions of the Company's HSE requirements shall be met during execution of the contracted work activities. Contractors are required to immediately notify JPS of any breaches, violations, permitting unsafe acts and unsafe conditions for activities over which the contractor have control. The necessary steps as agreed by JPS and the Contractor shall be implemented by the Contractor to eliminate, terminate, abate, and rectify these at risk situations. If the Contractor fails to take the necessary steps to eliminate or control these situations promptly or to otherwise comply with JPS's HSE requirements, JPS may terminate the Contract immediately. JPS or the Contractor has the right to stop any unsafe work activity.

4.4 HSE Incident notification, investigation and reporting:

The Contractor/ Third Party shall immediately (on the same shift) notify JPS via electronic mail, telephone, facsimile, etc. of all project related HSE incidents and near-miss arising from the works and/or involving Contractor personnel, Contractor's equipment and materials at the site. The Contractor shall provide JPS with copies of initial incident reports within 24 hours of the occurrence. All serious incidents for which the Contractor is responsible shall be investigated by the Contractor and a written report shall be sent to JPS within 5-10 working days after the occurrence or as stipulated by the site/company's HSE council. Contractors' line management shall participate in incident investigation.

JPS reserves the right to make its own investigation and recommendations for corrective action. The Contractor shall prepare statutory reports of incidents involving Contractor's Personnel with copies submitted to JPS. **JPS and the contractor have a duty to ensure statutory reports of incidents are prepared and submitted to the relevant agencies or regulatory bodies in a timely manner as prescribed by the prevailing laws and regulations.** The Contractor shall ensure that they have systems in place to deal with HSE incidents and that the effects of such an event are to be mitigated by the most appropriate means.

4.5 Risk Management

4.5.1. Hazard and Risk Assessment

Prior to the commencement of the work, Contractors shall have adequate level of insurance as prescribed by JPS to address workers liabilities and loss or damage to property. Contractors shall demonstrate to the satisfaction of JPS that a detailed - hazard and risk assessment of the work has been undertaken.

Effective application of the Job Risk Management process at all JPS generation locations is a critical daily HSE Management tool. The Contractor shall conduct quality job safety briefings/ JSA's for all tasks. JSA with risk assessment shall be utilized for non-routine tasks or for that matter any task where there is a high risk of injury or death to personnel or damage to property or the environment. JSA with risk assessment is required for high risk activities such as a confined space entry, hot work operations, diving operation, bulk chemical delivery and handling operations, complex work at height task, energized work including electrical work, excavation, etcetera. Contact a Company HSE representative for guidance. There is a clear requirement and expectation that Contractor's supervisor or lead personnel shall actively involve relevant work crews in the development and review of JSA's. This practice will help build a clearer understanding of task specific hazards and controls.

4.5.2 Behavioural Based HSE Programme

The Contractors line managers, supervisors and lead personnel shall participate at the site specific behavioural safety observation tours and ensures their employees and sub-contractors participate in the site-specific observation reporting (e.g. near-miss, unsafe act and unsafe condition reporting). The Company's Behavioural Based Safety Programme is implemented at all Generation locations.

4.6 Legal Requirements and Standards of Operation

The Contractor shall comply with all applicable HSE laws and regulations, and any additional guidelines, operating standards and policies provided to the Contractor by the Company. The Contractor must be aware of all Jamaican HSE statutory requirements and shall comply with these requirements fully. If the contractor is foreign and operates with higher statutory requirements, standard or quality than those existing in Jamaica, then the Contractor/third must comply with both the Jamaican statutory requirements and the higher standards.

The Contractor third party shall ensure that each member of the Contractor Group and all visitors comply fully with all such laws, regulations, guidelines, operating standards and policies. The Contractor/Third Party further agrees that in the event that any member of the Contractor Group or any of their visitors violates any such laws, regulations, operating standards and policies such violation shall be corrected promptly. Steps shall be taken to avoid recurrence and any person or persons responsible for the violation shall be removed from the site of the work upon JPS's request.

4.7 Communications

4.7.1 Communication with other third parties:

With regard to incidents or HSE performance associated with the Contractor's scope of work, the Contractor shall not make any report, verbal or written, to statutory or non-statutory bodies, organizations or third-parties without the prior written notification to JPS. The Contractor shall set out a communication scheme showing lines of reporting and methods of reporting, at all levels within the Contractor organization, and to the Company. The Contractor will be required to communicate and consult HSE matters with its workforce on a regular basis. This is essential for ensuring that contractor personnel are informed and aware of relevant information, work hazards, safe practices and responsibilities. To enable effective communication, the Contractor shall conduct or participate in the activities outline below.

4.7.2 HSE Meetings

Contractors are required to plan and conduct regular HSE meetings with the members of the Contractor Group to:

1. Ensure that all members of the Contractor Group are informed of and aligned with the JPS's values, HSE goals and requirements.
2. Ensure personnel are informed of hazards and required safe work practices and regulations associated with their work.
3. Communicate about past incidents, lessons learned & share relevant HSSE information.
4. Provide an opportunity for personnel to raise HSE issues and concerns, and to provide a feedback forum.

The frequency of HSE meetings shall be determined by the nature of the work and related level of risk. Any contractor working or residing onsite for a period in excess of one month shall have a minimum of one (1) HSE meeting per month.

Contractors shall also ensure that all their personnel attend daily job safety briefing meetings. Contractors shall ensure that their workforce are given time to attend HSE meetings. This includes compulsory attendance at routine job safety briefing, pre-start meetings and shift hand over meetings. Contractors are also responsible for inviting JPS Representatives to their HSE meetings and ensuring that meeting minutes and actions arising from HSE meetings are maintained and submitted to JPS. Contract Sponsors or their designates and HSE Department representatives are responsible for ensuring that all contractors are conducting quality HSE meetings regularly. This can be achieved by attending contractor HSE meetings, talking to contractor representatives and reviewing HSE meeting documentation. JPS Representatives may without prior notice attend any such HSE meeting. The Contractor shall also provide JPS with a strategy on how it proposes to manage actions arising from shift handover meetings.

4.7.3 Daily Pre-start Meetings

Daily pre-start /job briefing meetings are held to discuss the planned work tasks, hazards, job specific JSA's, Permit to Work requirements, and to communicate any relevant HSE matters.

4.7.4. Pre-Commencement Kick-off Meetings

The Contractor is required to participate in a pre-commencement kick-off meeting with JPS to discuss HSE expectations, potential HSE management system interfaces and specific HSE issues and requirements in accordance with the Contract. The kick-off meeting shall be held as soon as practical after contract award and before the performance of any work. This meeting shall not be considered or treated as a substitute for HSE responsibilities of the Contractor under the Contract; nor shall the meeting or issues be construed or treated as an assumption of the Contractor's HSE obligations under the Contract.

Items to be discussed at the pre-commencement kick off meeting may include without limitation:

- a) Scope of the job
- b) Insurance requirements
- c) Expected duration of job
- d) Hazards associated with the job (to Contractor & to JPS employees)
- e) Operations that must be coordinated with the contractor:
 1. Confined Space Entry & Rescue
 2. LOTO
 3. Hot Work
 4. High Noise
 5. Dusts, Fumes, Mists, etc.
 6. Trench/excavation work
 7. Fall Protection
 8. Scaffolding Erection
 9. PPE and/or equipment requirements,
 10. Restricted areas where contractors are not allowed,
 11. Chemicals to be used (complete list and associated SDS' must be provided to the site representative & approved by the Cost Centre Manager),
 12. Review of site specific LOTO tags, Caution Tape, other signs & tags used at the site,
 13. Disposal of waste materials, storm water rules, spill response,

14. Rules regarding ground disturbances/excavation,
15. Rules governing electrical safety practices
16. Plant Motor Vehicle rules (speed limit, parking, seatbelts, emergencies),
17. Tools and equipment safety requirements
18. JPS Equipment to be used by the contractor,
19. Expectations of the contractor workers
20. Fitness for Work & Substance Abuse (Drug, Alcohol, etc.)
21. Management of Change process
22. JPS Contacts
23. First Aid/ CPR response/responders
24. Contractor responsibility for own medical care of injured/ ill worker
25. Location and correct operation of the nearest fire alarm and fire extinguisher,
26. Location of fire /emergency exits, and
27. Emergency and Disaster Planning and Response
28. Security standing orders and requirements
29. Rules governing weapons including guns and explosives
30. Any other relevant item to the contract or work.

4.7.5 HSE Review Meetings

JPS may request meetings with the Contractor to review the Contractor's HSE performance. These meetings will be formally requested and appropriate members notified. Contractor must comply with the JPS's request.

4.7.6 Review

The Contractor shall have a formal process to regularly (at least annually) assess contract HSE performance against objectives. Where deficiencies are identified, corrective actions shall be developed and implemented.

5.0 Responsibilities

5.1 Contractors Responsibility

The Contractor shall ensure that all members of the Contractor Group are skilled and qualified to perform the work and that they are properly managed in the performance of the work.

Contractor must have in place appropriate formal systems, procedures and HSE practices for the management and control of the members of the Contractor Group, including without limitation:

1. Subcontractor HSE prequalification and qualification which is based on demonstrated capability, HSE performance and HSE management system suitability and compliance.
2. Risks and hazards associated with the subcontractor's work are identified and controlled to as Low as Reasonably Practicable (ALARP) levels and that subcontractors employ the required safe systems of work.
3. Subcontractor HSE management system is integrated into the Contractor's HSE management system.
4. Sub contractor's work is supervised and monitored by the Contractor to ensure that HSE practices are employed and work is conducted in strict compliance with relevant Contractor and JPS's HSE requirements.

The Contractor principal and supervisors/lead personnel are responsible for ensuring that the work is performed in accordance with all applicable HSE Regulatory requirements, best working practices, and any additional guidelines and/or operating standards provided to the Contractor by the Company. The Contractor shall, at JPS's request, provide JPS with organization charts, specifying any dedicated HSE resources and the areas of HSE responsibility of line management. The Contractor shall be responsible for the medical welfare of all members of the Contractor/Third Party Group. The specific responsibilities of the contractor/third party include but are not limited to the following:

1. Contractors shall have adequate level of insurance (Public Liability, Employee Liability and Personal Accident) as prescribed by JPS to address workers liabilities and loss or damage to property and shall demonstrate to the satisfaction of JPS that a detailed HSSE hazard and risk assessment of the work has been undertaken.
2. Contractors/third parties shall maintain and implement HSE work practices that is aligned with JPS HSE policy and procedures and demonstrates commitment to the protection of people, the environment and operating assets.
3. Prior to the awarding of a contract the contracts committee and or JPS person responsible for the activity shall ensure Contractor /Third Party HSE Requirements forms are duly completed by the contractor/third party and records kept at the site (Appendix 1)
4. All contractor/third party personnel likewise JPS employees are empowered and have the right to stop work if any person's safety or the environment is at risk (Stop Work Authority).

5. The term "Contractor" also includes sub-contractors and vendors.
6. Contractor Principals and their supervisors are required to participate annually in a JPS contractor HSE requirement training seminar and or evaluation.
7. Contractor employees are required to participate in annual HSE induction/Orientation at the facility where work is to be undertaken
8. Contractors/ Third Parties shall comply with all JPS and governmental safety rules and regulations. Disregard for HSE rules is grounds for removal from worksite and/or termination of contract.
9. Contractors/ Third Parties are responsible for assuring their personal and subcontractors are appropriately trained and qualified to perform assigned tasks.
10. Contractors/ Third Parties shall comply with the requirements of JPS's emergency response plans and procedures and establish a check in/ checkout process for their workers prior to commencing work
11. Contractors principals, supervisors and lead personnel shall participate at the site specific behaviour based safety observation tours and ensures their employees and sub-contractors participate in the site-specific observations and reporting (e.g. near-miss, unsafe act and unsafe condition reporting).
12. Prior to the commencement of the work, the Contractor shall demonstrate to the satisfaction of JPS that a detailed HSE hazard and risk assessment of the work has been undertaken.
13. The Contractor/Third Party - has the responsibility to determine what hazards and risks may be encountered in the performance of the work/delivery of service and shall undertake detailed risk assessment and implement the appropriate controls throughout the work.
14. Contractors/ Third Party shall immediately (on the same shift) notify JPS via electronic mail, telephone, facsimile, etc. of all work related HSE incidents and near-misses arising from the works and/or involving Contractor Personnel, Contractor's Equipment and Materials at the site or location.
15. Contractor shall provide JPS with copies of initial incident reports within 24 hours of the occurrence. All serious incidents for which the Contractor is responsible shall be

investigated by the Contractor and a written report shall be sent to JPS within 5-10 working days after the occurrence or as stipulated by the site/company's HSE council. Contractors' line management shall participate in incident investigation.

16. JPS reserves the right to make its own investigation and recommendations for corrective action.
17. The Contractor shall prepare statutory reports of incidents involving Contractor's Personnel as applicable with copies submitted to JPS.
18. JPS and the contractor have a duty to ensure statutory reports of incidents are prepared and submitted to the relevant agencies or regulatory bodies in a timely manner as prescribed by the prevailing laws and regulations
19. Contractors shall ensure that they have systems in place to deal with HSE incidents and that the effects of such an event are to be mitigated by the most appropriate means.
20. Contractors/Third Parties are responsible for managing care of their persons involved in accidents. JPS may assist with first aid and transportation to nearest medical facility.
21. Contractors/ Third Parties shall provide their personnel with all required personal protective equipment and safety equipment. Special circumstances based on agreement prior to the commencement of work between the contractor and JPS may require a deviation from this practice.
22. Contractors/ Third Parties personnel may use JPS's safety equipment for emergency response purposes once they are trained, qualified and authorized to use them.
23. Contractor shall participate in an evaluation relating to HSE at the facility of engagement, prior to and after the job/project is completed.

5.2 Responsibilities of Contractor Management Representatives

The Contractor's Management Representatives must:

1. Cooperate with JPS personnel to ensure compliance with the Company HSE Management Process
2. Ensure that work related risks and hazards associated with the work are proactively identified and managed
3. Ensure that resources and HSE responsibilities are allocated and that effective contractor HSE plans are developed and implemented to manage identified risks.

4. Comply with the HSE requirements stipulated in the Contract and the JPS's HSE Management System requirements.
5. Develop plans and allocate resources to ensure that non-compliance issues identified in HSE audits, inspections and performance evaluations are understood and that corrective action plans are put in place and tracked to completion.

5.3 Responsibilities JPS

The requirement in JPS for selecting contractors is through competitive tendering unless waived for justified reasons. In the prequalification stage, potential contractors are screened to establish that they have the necessary experience and capability to undertake the activities in question. Only those contractors demonstrating capabilities to manage HSE risks of the work in a fully satisfactory manner should be included on the prequalified list. A formal historical record of the HSE performance, including findings of audits and inspections, of all contractors previously employed shall be maintained by the company for use during the prequalification process. The prequalification process is a crucial step in which assurance is sought that the risks of the work will be managed. The purpose of the prequalification stage is for the company to agree on a list of contractors that will be invited to bid, and a list of HSE bid evaluation criteria to be met. Prequalification is one of the last safeguards in identifying suitable contractors. Once contractors are qualified to bid they are eligible for award of a contract. JPS contracts manager is responsible for prequalification and providing assurance that the contractors invited to bid can manage the risks associated with the work.

6.0 Training

6.1 Awareness, Training and Competency

Prior to the commencement of work, Contractors shall provide proof of the competency of their employees. This includes job experience, qualifications, skills and training to the satisfaction of JPS and statutory requirements. **Contractor Principals and their supervisors are required to:**

1. Be prequalified to minimum Incorporated Master Builders Association of Jamaica Safety Manual standard.
2. Participate annually in a JPS contractor HSE requirement training seminar and or scheduled to last no longer than 8 hrs. Contractor employees are required to participate in annual HSE induction/Orientation at the facility where work is to be undertaken.

Contractors are responsible for identifying the training needs of their employees and verifying that they are properly prepared to perform the contracted work. Contractors shall establish a HSE training programme for their employees to the satisfaction of JPS and statutory requirements. This training programme shall address basic, specialized and

refresher HSE trainings as required. Contractors shall implement HSE training at their own expense prior to the commencement of works unless otherwise agreed by JPS.

Contractors are also required to:

1. Maintain training records to demonstrate that training needs have been met. At a minimum the records should contain: course title, date of training, course organizer, name of participant, and result of any testing to verify understanding and date of required recertification/refresher training
2. Ensure that their employees receive basic HSE training prior to work engagement activities at JPS sites. This training shall include to the following as a minimum:
 - a. Introductory briefing explaining the nature of the work.
 - b. Overview of the general hazards that may be encountered during the operation and the particular hazards attached to their own function.
 - c. Contractor's own HSE policy and procedures which shall satisfy all guidelines and/or operating standards provided by the Contractor to the Company.
3. Provide certificates of the training or proof of training (signed training attendance register, course contents and evaluations) to the JPS upon request.

In meeting the above training requirements Contractors shall choose one or more of the following training provider options:

- a) Utilization of a qualified trainer with knowledge, skills and certification in HSE,
- b) Engagement of recognized training organizations
- c) Utilization Contractor's or JPS's own field supervisory staff having experience and expertise in the relevant area of training as agreed by JPS.
- d) Any other agreed suitable means between JPS and the Contractor as deemed applicable and practicable at the time.

6.2 Language Communication

Unless JPS or the contractor makes special provisions to ensure the immediate availability of bilingual supervision at the job site, members of the contractor teams are required to be able to speak, read and write in basis English. All members of the Contractor team who perform process work, maintenance and other HSE critical work should be able to speak, read and comprehend technical English. Where this is not possible a competent translator shall be engaged for these purposes.

7.0 Auditing & Inspection

The Company shall have the right to conduct announced and unannounced audits and inspections of the Contractor's operations, equipment and emergency procedures at any time. The Contractor shall fully cooperate with the Company during such audits and inspections. This requirement shall not relieve the Contractor of its own obligations to conduct audits, inspections and reviews of its own HSE performance or expose the Company to any liabilities which may arise from the Contractor's failure to satisfy its HSE obliga-

tions. Contractor shall have an appropriate formalized process and programme for undertaking its own formal and informal routine inspections, audits and reviews. Specific requirements include:

1. Planned inspection / audits to ensure that all facilities and condition of work sites are maintained in good order and that the Contractor's HSE Management System is working appropriately.
2. Participation in Contractor annual inspection/ audits which is to be facilitated by the department responsible for contracts administration in JPS. Site representative must be involved in this process (Refer to Inspection audit Form Appendix4).
3. The HSE representative at the site shall conduct scheduled routine HSE programme audits and inspections and provide relevant feedback to JPS management , contractor principals and supervisors
4. Contractor HSE Representative shall be responsible for conducting and have an execution schedule of planned inspections / audits.
5. Records of such inspections, audits and reviews shall be maintained.
6. Corrective actions identified in audits/inspections shall be implemented and tracked to completion.

8.0 Record Keeping

Contractor documents, including policies, procedures, plans, reports, inspection records, training records, meeting minutes and statistics applicable to the contract work scope shall be maintained in accordance with a document control process which permits appropriate retention, access, review and update. Only the latest approved version of documents shall be utilized in the execution of the work.

8.1 Measuring and Monitoring

The Contractor shall submit a monthly HSE performance report to JPS as applicable within 5 calendar days of the end of each month. This monthly report shall specifically report on HSE performance for the Contract only (not the contractor's company-wide performance). The Company will monitor the Contractor's HSE performance against agreed HSE KPI's, requirements and expectations to identify trends, areas of strong performance and areas of concern requiring corrective action. At a minimum the Monthly Reports shall include the following:

1. Monthly man-hours worked on the Contract
2. Number of near miss incidents reported
3. Number of recordable incidents
 - a. fatalities,
 - b. lost time incidents,
 - c. restricted work cases
 - d. medical treatment cases

4. Total Recordable Incident Rate (No. of TRI's divided by total man-hours, multiplied by 200,000)
5. Number of first aid cases
6. Number of Environmental Incidents (spills and releases from primary containment)
7. Number of Property Damage Loss Incidents
8. Additional leading KPI's and HSE reporting requirements shall be specified in the HSE plan as required by JPS. These lead KPI's may include:
 - a. Number of unsafe acts and unsafe conditions reported
 - b. Number of HSE audits and inspections conducted including results
 - c. Number of HSE meetings conducted
 - d. Number of emergency exercise/drills conducted for the month
 - e. Contractors may be required to monitor and report additional environmental KPI's (e.g. the use of resources such as fuels and other consumables during the period of the Contract and the volume and type of waste generated).

JPS shall provide the contractor with an appropriate HSE reporting template.

9.0 Document Control

Plant /location Management, has responsibility for maintaining procedure document control. The approved generation HSE procedure document shall be posted on the HSE home page of Intranet under "Generation HSE Programmes". The on-line version is the only version to be considered current, except for "Controlled Copies" maintained by the site in accordance with the following requirements:

1. The site shall maintain at least one hardcopy of all HSE plans, program, and procedures in a controlled copy binder for use in the event of a computer network failure, in addition to maintaining original signed copies of any Document Certification and Approval Page or Document Review page.
2. Whenever hardcopies of documents are maintained for use, they shall be kept in binders stamped "Controlled Copy." Individual documents inside controlled copy binders shall be stamped "Controlled Copy."
3. The site shall maintain a list of controlled copy binders, which includes the location of the copy and the person responsible for maintaining it.
4. All controlled copy binders shall have a person responsible for ensuring that the most current revision of documents is available for use in the binder, and ensuring previous revisions are removed.

10.0 Reference Documents and Links

- Applicable Jamaican Local/Regional OSH and Environmental Regulations
- JPS HSE Policies & Procedures
- JPS HSE(Safety) Manual
- JPS Environmental Management System
- JPS Health and Safety Management System
- International association of oil and gas producers-HSE Management guidelines for working in contract environment-report no 6.24/291-September 1999.

- ANSI Standard for Eye and Face Protection (ANSI Z87.1)
- ANSI Standard for Protective Footwear (ANSI Z41)
- ANSI Standard for Protective Headgear for Industrial Workers (ANSI Z89.1, ANSI Z89.2)
- 29 CFR 1910.28 Scaffolding
- 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
- 29 CFR 1910.132 through 138 Personal Protective Equipment
- 29 CFR 1910.146 Permit-Required Confined Space
- 29 CFR 1910.147 The Control of Hazardous Energy (Lockout / Tagout)
- 29 CFR 1910.155-164 Fire Protection
- 29 CFR 1910.179 Overhead and Gantry Cranes
- 29 CFR 1910.180 Crawler, Locomotive and Truck Cranes
- 29 CFR 1910.269 Electric Power Generation, Transmission, and Distribution
- 29 CFR 1910.333 Electrical Safety
- 29 CFR 1910.1001 Asbestos
- 29 CFR 1910.1200 Hazard Communication
- 29 CFR 1926 OSHA Construction

11.0 Appendices

Appendix 1-Contractor /Third Party HSE Requirements

This form is used to communicate JPS's requirements for managing HSE risks to contractors or third party suppliers undertaking work or providing goods and services on JPS's behalf, and to track contractor/third party supplier conformance with those requirements. It is completed in consultation with relevant subject-matter experts (e.g. maintenance planners, site managers, HSE professionals) to ensure that HSE risks are correctly identified and the nominated controls are suitable, and provided to the successful contractor / third party supplier representative on or before awarding the contract. The completed form becomes a record of JPS's HSE management for that parcel of work/service and is stored with the project files.

How to complete this form:

- The ***JPS Representative*** as part of works planning and contract development.
- The ***contractor / supplier representative*** reviews and signs the form to indicate awareness of the HSE risks and acceptance of the required controls.

1.	PROJECT INFORMATION (attach copies of documents as required)	
JOB/PROJECT TITLE		JOB REFERENCE (project number)
JPS COST CENTRE MANAGER		JPS SITE / DEPARTMENT MANAGER
Name:		Name:
Role:		Role:
Phone:		Phone:
JOB /PROJECT LOCATION		

SCOPE OF WORK (i.e. what will be done, when, where and how will it be done)			
SPECIFIC EMERGENCY REQUIREMENTS			
ADDITIONAL DETAILS (e.g. physical boundaries, drawings, exclusions, constraints or other job-specific information)			

2.	KNOWN HAZARDS
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Note: This is not an exhaustive list of potential hazards. It is intended to be used as a guide only. Consider all the potential HSSE hazards associated with the job and add any additional hazards to the end of the list. The list of hazards should then be used to develop the job JS (HA).

Hazard (check all that apply <input checked="" type="checkbox"/>)	Related JPS HSE Management System document	JPS procedure applicable	Contractor/Third Party procedure required?
Physical Hazards			
<input type="checkbox"/> Noise		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Vibration		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Light/Illumination		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Heat or Cold extremes		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Dust (drilling, sanding, grit blasting)		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Asbestos / synthetic fibres	<i>JPS Asbestos management procedure</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Fire / Explosion	<i>JPS Hot Work Mgt. Procedure. Site Fire & Emergency Response Plan</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> High pressure (liquid, gas)	<i>JPS Isolation & permit to work procedure</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Unguarded rotating / moving plant	<i>JPS Isolation & permit to work procedure</i>	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/> Confined space hazards	<i>JPS Confined Space Entry Guidelines</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Falling (working at height)	<i>JPS Fall Protection Programme</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Falling objects		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Isolated or remote work		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Simultaneous operations	<i>JPS Isolation & permit to work procedure</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Concealed /buried ser- vices(utilities)	<i>JPS Excavation Safety Requirements</i>	<input type="checkbox"/>	<input type="checkbox"/>
Chemical Hazards			
<input type="checkbox"/> Hazardous substances	<i>JPS Hazard Communication Programme, Relevant SDS(MSDS)</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Explosive atmosphere		<input type="checkbox"/>	<input type="checkbox"/>
Energization Hazards			
<input type="checkbox"/> Electrical works/ Accidental energization	<i>JPS Switching, Isolation & permit to work procedure, Others</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electrical arcing	<i>JPS Switching, Isolation & permit to work procedures, JPS Arc Flash Safety Require- ments, Others</i>	<input type="checkbox"/>	<input type="checkbox"/>
Ergonomic Hazards			
<input type="checkbox"/> Manual Handling	<i>Manual handling checklist</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Work design; overuse/repetitive		<input type="checkbox"/>	<input type="checkbox"/>
Radiation Hazards			
<input type="checkbox"/> Ionizing Radiation-exposure from: <i>radioactive material, cosmic rays, nat- ural radioactive materials in the earth, x-ray machines.</i>		<input type="checkbox"/>	<input type="checkbox"/>
Non-Ionizing Radiation			
<input type="checkbox"/> Ultraviolet radiation from: <i>the sun, UV lamps.</i>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Infrared radiation from: <i>the sun, heat sources.</i>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Laser radiation: (<i>combines-UV, visi- ble light, IR</i>).		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electromagnetic field from: <i>electri- cal power lines, power transformers, electrical equipment.</i>		<input type="checkbox"/>	<input type="checkbox"/>
Psychological Hazards			
<input type="checkbox"/> Shift work	<i>Labour Laws, Company Policy gov- erning working hours & conditions</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Work load; Long hours	<i>Labour Laws, Company Policy gov- erning working hours & conditions</i>	<input type="checkbox"/>	<input type="checkbox"/>
Biological Hazards			
<input type="checkbox"/> Infection – bacterial, viral, fungi		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Rodents, birds, reptiles, Insects,		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Others			
Environmental Hazards			

<input type="checkbox"/>	Oil spills	<i>JPS SPCR- Plans</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Chemical spills	<i>JPS SPCR- Plans</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Pollution (land, water, air, noise)		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Controlled waste	<i>JPS Waste management Policy & Plan</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Waterway draining / isolating		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Erosion / sedimentation		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Vegetation clearing	<i>NEPA_ Vegetation clearance permits</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Threatened species (plants & animals)		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Historic heritage values	<i>National Laws Governing subject</i>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Permits / notifications required (including legal)		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Stakeholder impacts / issues		<input type="checkbox"/>	<input type="checkbox"/>
Other (add details)				
<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

3.	JPS MANDATORY CONTROLS
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Note: The following risk controls are mandatory for JPS work sites or activities. Contractors must comply with all nominated mandatory controls - **and** all legal requirements - with the controls in place before starting the work activity.

Category	Control	Requirement	Required <input checked="" type="checkbox"/>
Training & competency	General & Site/Job Specific HSE Orientation		<input type="checkbox"/>
	First Aid/CPR-AED Competency		<input type="checkbox"/>
	JPS LOTO Permit to Work Training	Affected, Competent Persons	<input type="checkbox"/>
	Confined Space Permit Training	<i>Persons Performing Confined space work</i>	<input type="checkbox"/>
	Hot Work Permit Mgt. Training	Persons Performing Hot Work	<input type="checkbox"/>
	Live Line/T&D Energized Work Training	Persons performing live/ energized works	<input type="checkbox"/>
	Driver Authorization		<input type="checkbox"/>
	Defensive Driving Programme Training		<input type="checkbox"/>
	Switching Authorization/ Evaluation Training		<input type="checkbox"/>
	Incorporated Master Builders Association of Jamaica Safety Manual		<input type="checkbox"/>
	Others		<input type="checkbox"/>

	Others		<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT(PPE)	JPS minimum PPE Requirement(Head, Eye, Foot & Hearing Protection)	Persons entering JPS hazardous or restricted areas	<input type="checkbox"/>
	Head Protection		<input type="checkbox"/>
	Eye/Face Protection- Safety Glasses, Goggles, Face shield		<input type="checkbox"/>
	Safety Footwear		<input type="checkbox"/>
	Hearing Protection (Plugs, Muff, etc.)		<input type="checkbox"/>
	Respirators_____		<input type="checkbox"/>
	Gloves: _____		<input type="checkbox"/>
	Personal Floatation Devices		<input type="checkbox"/>
	High Visibility Clothing/Reflective Vest		<input type="checkbox"/>
	Personal Fall Arrest Equipment: Harness, Lanyards, Grabs, Nets		<input type="checkbox"/>
	FR-Clothing,100% Cotton		<input type="checkbox"/>
	FR-Face-Shield/Hood		<input type="checkbox"/>
	Chemical Protective Clothing		<input type="checkbox"/>
	Additional PPE (compliant with ANSI/ASTM/ISEA Standards or equivalent)		<input type="checkbox"/>
	Additional PPE (compliant with ANSI/ASTM/ISEA Standards or equivalent)		<input type="checkbox"/>
	Additional PPE (compliant with ANSI/ASTM/ISEA Standards or equivalent)		<input type="checkbox"/>
Permit To Work Systems	JPS Permit: LOTO Permit to Work (EWP,AWL,LOTO)	JPS Generation LOTO procedure	<input type="checkbox"/>
	JPS Permit: Confined Space Entry	JPS Confined Space Entry Guidelines	<input type="checkbox"/>
	JPS: Permit: Hot Work	Generation Hot Work Procedure	<input type="checkbox"/>
	<i>Diving/near Water Operation requirements</i>	JPS Safety Manual/Diving Procedures	<input type="checkbox"/>
	Scaffolding Inspection & Tagging	JPS Safety Manual, JPS scaffolding Safety Procedure	<input type="checkbox"/>

Others	Excavation Work Safety Requirements	JPS Safety Manual	<input type="checkbox"/>
	Rigging, Lifting, Crane Operations, Critical Lift plan Requirements	JPS Safety Manual, JPS Crane Rigging Lifting Procedure	<input type="checkbox"/>
	Load Securement /Lashing		<input type="checkbox"/>
	<i>Oversized (High, Wide, long) load transportation</i>	Road Traffic Act Regulations, Load Piloting/Escort, Utility and Roadway – Clearances (Power lines, Structures- Bridges, etc.)	<input type="checkbox"/>
	<i>Process Safety Requirement</i>		<input type="checkbox"/>
	Fall Protection requirement and fall rescue plan reviewed		<input type="checkbox"/>
	Fire, Emergency & Spill Plans reviewed		<input type="checkbox"/>
	Arc flash Hazard Analysis		<input type="checkbox"/>
	Breaker Racking & Tagging Procedure followed		<input type="checkbox"/>
	Safe Distance from Energized Conductors 3.05m(10 ft.) for 50KV or less +1cm (0.4 Inch)/each 1KV above 50 KV		<input type="checkbox"/>
	Low Voltage (12V) lighting/110 Volts AC with Ground Fault Circuit Interrupters GFCI/ Residual Current Device-RCD		<input type="checkbox"/>
	Tools/Equipment double insulated type		<input type="checkbox"/>
	Tool/equipment grounded		<input type="checkbox"/>
	Machine/ equipment guards in place		<input type="checkbox"/>
	Mobile Equipment Vehicle/Equipment Documented Pre-Inspection	Cranes, Lifting Devices, Motor Vehicles, Lift trucks, bobcats, Fall Protection Equipment, Respirators(SAR, SCBA's)	<input type="checkbox"/>
Electrical Equipment, cords, plugs, lighting inspection& tagging/documentation		<input type="checkbox"/>	

4.	PRE-START HSE MANAGEMENT DOCUMENTATION
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Note: The nominated HSE management documents must be completed by the contractor and provided to JPS prior to commencing work for JPS.

Required <input checked="" type="checkbox"/>	Item	Comment
<input type="checkbox"/>	Personal Risk Assessment	<u>Personal Job Risk Assessment (PJRA)</u> - First tier/level -Is a risk management tool conducted by individuals before the start of a work activity where the individuals evaluate the antecedent

		of safe and unsafe behaviour and implement appropriate control measures on a personal level for the desired consequence of positive occupational performance outcomes. The individual make reference to JPS Life Saving Rules & Personal Risk Assessment card. PJRA is required for all work activities
<input type="checkbox"/>	Job Safety Briefing/ Tailgate/Tailboard Conference Mtg.	Job Safety Briefing -Second tier/ level risk assessment- risk management tool used before work commenced whereby the job scope, hazards, hazard & risk control measures are discussed and signed off by the work team before job commences. It is recommended for short duration tasks, low risk tasks, or for projects involving low risk/repeat work This is conducted using the prescribed job safety briefing/tailboard form.
<input type="checkbox"/>	Job Safety (Hazard) Analysis (JS (H)A)	Job Safety Analysis -JSA -Third tier/ level risk assessment- Risk management tool, required for all high risk and non-routine tasks. This conducted using <u>a JSA Form</u>
<input type="checkbox"/>	Environmental Impact Assessment	Documents the potential environmental hazards and risks associated with a project or work activity. Required for all contractor-controlled jobs / projects that involve ‘impact activities’.
<input type="checkbox"/>	Safe Work Method Statements	A specific and detailed method that documents how a work activity will be performed: required for complex / high risk work activities
<input type="checkbox"/>	HSE Management Plan	Documents the HSE risk management requirements for projects or tasks involving ‘high risk activities’ or with health safety, security or environmental risks of moderate or above. This may be an integrated plan or separate Safety, Security and Environmental Management Plans.
<input type="checkbox"/>	Project Safety Management Plan to workplace standards	A Project Safety Management Plan that details how safety risks have been identified and will be managed for the specific project must be developed and submitted to Workplace Standards, required for all major projects.
<input type="checkbox"/>	Hazard studies (e.g. Haz OpS)	A review of the HSE risks associated with a project design or plan, required where contractor is accountable for design activities.
<input type="checkbox"/>	Regulatory/Environmental permits ,Licenses & Statutory Certification <i>Specify</i>	<i>E.g. legal permits, building permits, certificates of compliance, statutory certificates- cranes, lifting devices, boilers, air receivers, fire safety certificates, etc.</i>
<input type="checkbox"/>	Management system accreditation <i>Specify</i>	Current certificates of accreditation to Local or International standards for safety and/or environmental management (e.g. OHSAS 18001, ISO 14001)
<input type="checkbox"/>	Other (<i>describe</i>)	
5.	REVIEW AND ACCEPTANCE OF HSSE REQUIREMENTS	

JPS representative: This is an accurate representation of the HSE risks involved in the contractor / supplier component of work and JPS's requirements for HSE management from the contracting / third party supplying organization.

Name: _____ **Position:** _____

Signature: _____ **Date:** _____

Contractor / supplier representative: I, as the representative of _____ (contracting / third party supplying company), understand and accept the HSE risks as described, and understand and agree to the HSE management requirements as described in this form above.

Name: _____ **Position:** _____

Signature: _____ **Date:** _____

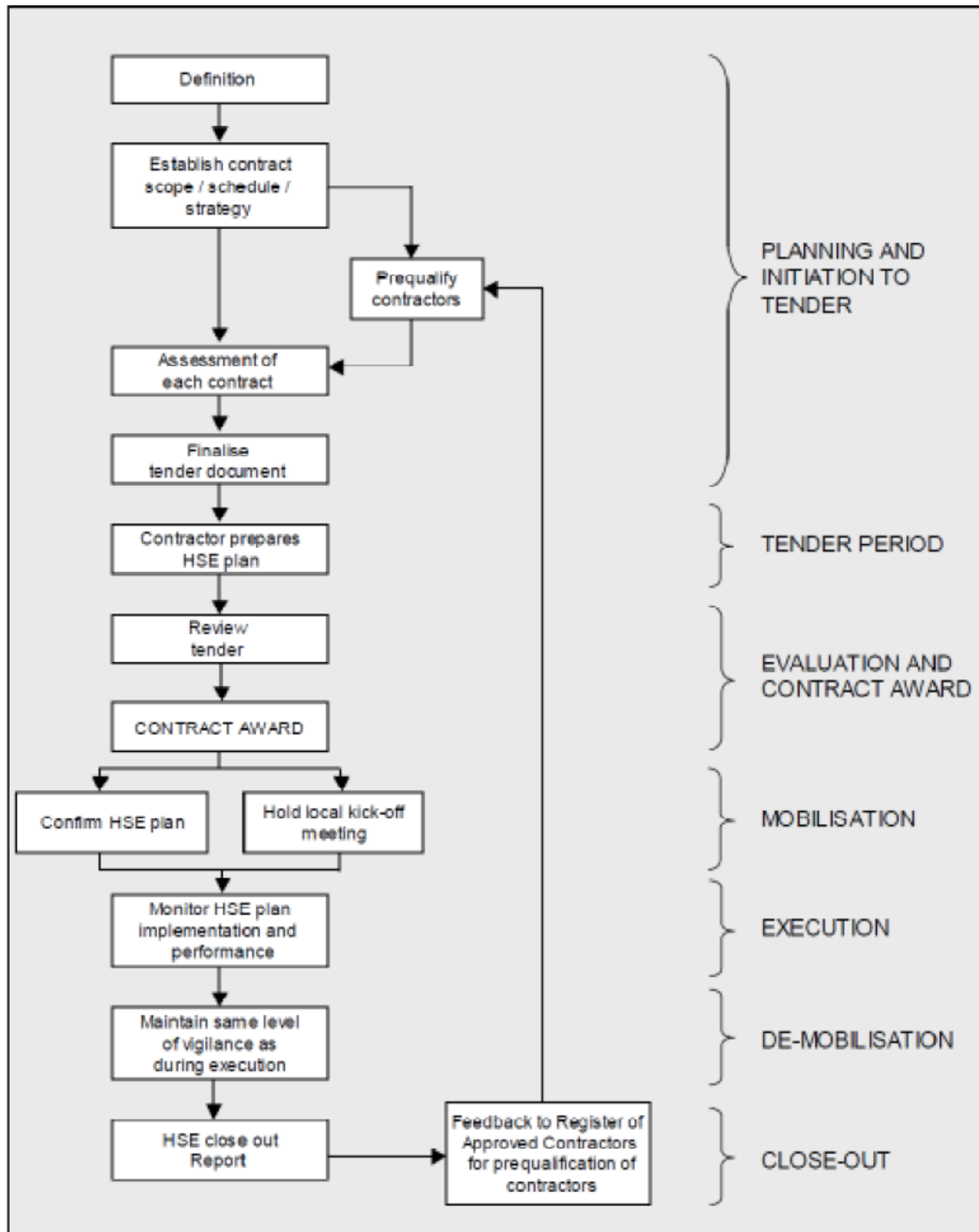
Notes:

Appendix 2: Phases Contractor HSE Management

Phase	Target	JPS	Contractor
Planning and Invitation to tender	<ul style="list-style-type: none"> Major hazards identified with assurance that they can be managed Confirmation of major hazards with outline targets criteria and methods for control Confirmation that prequalified contractors can achieve targets Review of previous HSE record of contractors HSE tender evaluation criteria specified and agreed with Contracts Committee 	<ul style="list-style-type: none"> Qualitative HSE assessment of the work HSE sensitivities Hazard identification /quantification Health risk assessment Environmental impact assessment HSE policies and approach JPS/contractor dialogue 	<ul style="list-style-type: none"> JPS/contractor dialogue Respond to prequalification Discuss HSE responsibilities and staffing
Tender period	<ul style="list-style-type: none"> Contractor preparation of HSE Plan in accordance with JPS criteria/input 	<ul style="list-style-type: none"> Respond to clarification requests Meetings and site visit(s) Evaluate bids Clarifications Meetings Finalize contractor's HSE Plan 	<ul style="list-style-type: none"> Prepare contract HSE Plan Clarification requests Meetings and site visit(s) Respond to clarifications Meetings
Evaluation and contract award	<ul style="list-style-type: none"> Confirmation that contractor HSE Plan will meet JPS criteria Agreement with contractor on methods to be used, performance measurement criteria and audit/inspection 	<ul style="list-style-type: none"> Kick-off meeting Confirm contractor's HSE Plan activities 	<ul style="list-style-type: none"> Kick-off meeting Confirm contractor's HSE Plan activities Supervision
Mobilization	Confirmation that contractor's HSE Plan has achieved pre-execution targets		

		<ul style="list-style-type: none"> • Supervision • Pre-execution audit 	<ul style="list-style-type: none"> • HSE orientation/Induction • Training • Meetings • Inspection • Pre-execution status achievement
Execution	<ul style="list-style-type: none"> • Assurance and verification that contractor systems are performing in line with contractor's HSE Plan • Milestone reviews 	<ul style="list-style-type: none"> • Supervision • Meetings • Promotion of HSE issues • HSE performance review • Investigation of incidents • Auditing 	<ul style="list-style-type: none"> • Supervision • Inspection • HSE Orientation/Induction • Training/Drills • Meetings • HSE performance review • Investigation of incidents • Auditing /Inspection • Correction of defects
Demobilization	Management of final activities	Supervision	Supervision
Close-Out	Analysis and feedback of JPS and Contractor HSE performance	Close-out report Feedback for future contract HSE Plans/clauses	Close-out report and feedback (to own management)

Appendix 3: Flowchart Governing Contractor HSE Management



Sample Contractor Inspection Checklist– Page 1

I.	Contractor /Third Party company Name:		JOB	
	Address:		Principal Contact Name:	
	Phone:		Fax/Email:	

II. Insurance / Workers Compensation			
Insurance Agent/Carrier:		Contact Name:	
Address:		Phone:	
Insurance Coverage (\$ amt.):			
Workers Compensation Carrier:		Contact Name:	
Address:		Phone:	

III. Safety Information		Year	
Work related Injury & Illness for the past 3 years:		1.	
		2.	
		3.	
Lost Workday Injury & Illness for the past 3 years:		1.	
		2.	
		3.	
Has there been a work-related death within the past five (5) years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the company received a citation from a regulatory agency within the past five (5) years? Five (5) years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes to either question, explain (attach additional sheets if necessary):			

Chemical Storage	Yes	No	
a) SDSs for chemicals brought on site?			
b) Correct chemical dispensing (grounding and containment)?			
c) Chemicals in proper containers?			
d) All containers labeled?			
Compressed Gases	Yes	No	
a) Cylinders secured?			
b) Protective cap fastened?			
c) Incompatible cylinders separated?			
d) Cylinders hydrostatically test compliant?			
e) Cylinders Labeled?			
Confined Space	Yes	No	
a) Entry permit displayed?			
b) Air monitoring results recorded?			
c) Safety equipment utilized?			
d) Attendant/standby person present?			
e) Rescue equipment ready?			
f) Rescue services identified and in place?			
Electrical Safety / LOTO	Yes	No	
Have all Contractors:			
a) Signed onto the LOTO Form?			
b) Been afforded the opportunity to walk down the LOTO			
c) Each Contractor Worker on the LOTO has their own personal lock/have sign on			
d) Electrical equipment/extension cords in good condition?			
f) Are tools /equipment and/or plugs grounded			
g) Are the use of GFCI's employed for wet location and construction maintenance activities?			
h) Are methods in place to protect workers against arc flash?			
Elevated Work Areas	Yes	No	
a) Openings in floors and walls guarded?			
b) Appropriate fall protection used?			
c) Elevated/ Height Rescue Plan in place?			
Excavations			
a) All underground utilities identified?			
b) Proper agency contacted (i.e. DIGSAFE)?			
c) Appropriate sloping and/or shoring?			
d) Hazardous conditions controlled?			
e) Means of entry and egress established?			
f) Work area access controlled?			
g) Equipment at least 10 ft from overhead power lines?			
General Safety	Yes	No	
a) Is work area free of debris and clutter?			
b) Is access to work areas, walkways, exits, safety showers, fire extinguishers unobstructed?			
c) Are floors dry?			

d) Work area access controlled?			
e) Date of last fire extinguisher inspection?			
Hand Tools	Yes	No	
a) Tools in good condition?			
b) Guards in place?			
Hot Work (Welding, Cutting, Sparking)	Yes	No	
a) Hot work permit displayed?			
b) No flammable or combustible materials c) in the area?			
d) Fire watch posted?			
e) Welding screen in place?			
f) Fire extinguishers nearby & charged?			
g) Means to report fires easily accessible?			
h) Appropriate PPE in use?			
i) Leads and gas hoses in good condition?			
Ladders and Scaffolds	Yes	No	
a) Ladders secured and tied off?			
b) Correct ladders in use?			
c) Scaffold platforms, railings , footings and toe boards secure?			
d) Scaffolding inspection and tagging done?			
Motorized /Mobile Equipment	Yes	No	
a) All equipment inspected?			
b) All fork trucks, cranes, man lifts, bobcats, etc. in good working condition?			
c) All operators trained?			
d) Seat belts worn?			
e) Safe operating procedures followed?			
Personal Protective Equipment (PPE)	Yes	No	
a) Is all required PPE being worn?			
b) Safety Footwear			
c) Hard Hats			
d) Safety Glasses			
e) Hand/Arm protection			

f) Respiratory protection			
g) Hearing protection			
h) Others			
Comments:			
Inspection /Audit Conducted By:			
Contractor Supervisor:		Date:	Time:
Facility Representative:		Date:	Time:

END OF DOCUMENT