



April 21, 2023

JPS Request for Proposal # 944743:

Hot Gas Path Inspection on Gas Turbine 3 Frame V P/NT 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 944743 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**

HOT GAS PATH INSPECTION ON GAS TURBINE 3 FRAME V P/NT UNIT

AT BOGUE POWER STATION

RFP# 944743

April, 2023

1.1 INTRODUCTION

The Jamaica Public Service Company Limited (JPS) intends to engage a certified service provider to execute a Hot Gas Path (HGP) Inspection on one of our base load operating Frame V P/NT Gas Turbines (GT) 3 serial number 214406 located at Bogue Power Station.

The entire duration on the GT3 scope is expected to last 18 days **maximum (permit release to permit closure)** tentatively starting on October 3, 2023.

Based on the dynamics of the operation of the generating units within the JPS Generation division, please provide flexibility within your proposal for reasonable changes that may occur to the planned dates referenced above. JPS intends 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.

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 2,256 meters.

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 1 attached**. Clearly state in the tables provided Appendix 1, 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, TIL updates relevant to the GT's or any other 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. The quotation/ proposal **MUST** be submitted no later than May 11, 2023.
4. 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 Standards to which they are in compliance and the Quality Assurance and Control Regulations by 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 for all lifting devices (e.g. slings) that will be utilized for the execution of works.
8. Prospective Bidders should indicate the warranty coverage that governs defects in material and workmanship for the execution of 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 provide a detailed final report (inclusive of pictures) outlining as found conditions, as left conditions and the activities carried out during the execution.
 - ✓ A table clearly outlining the technical information letters (TILs) applicable to this unit should be included in final report. (Table should include date executed and status of each listed TIL)
11. Prospective Bidders should provide full overseas craft labour support for the execution of the specified work scope.
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: **Aldeen P. Morris**

Dianne Plummer

apmorris@jpsco.com

cc: dplummer@jpsco.com

Email Subject: JPS RFP # 944743– GT 3 HGP Inspection 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) Qualification and experience of your subcontractor staff that will be use to provide the service (if any)

- (e) Provide the names and profiles of the top 3 executives
- (f) Audited Financial Statements for the last 2 years
- (g) Current/valid insurance document
- (h) 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 **11:59pm p.m. on Thursday May 11, 2023**.

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	April 21 st 2023	JPS
Bidder submits questions on RFP	April 24 th 2023	Bidder
Final date to respond to all queries	April 26 th 2023	JPS
Bidder confirms intention to bid	April 27 th 2023	Bidder
Confirmed Bidder given Shared file access to upload bid	April 28 th 2023	Bidder
Completion of RFP and deadline for submission of bids to JPS	11:59pm May 11 th 2023	Bidder
Closed Bid Opening	May 12 th 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, its 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)
HGP INSPECTION SERVICE
RFP # 944743

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)

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 3

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	

NB. Double shift is expected to not exceed 16 days maximum.

Single shift is expected to not exceed 18 days maximum.

Appendix III

GT 3 HOT GAS PATH INSPECTION:

To include but not limited to:

- Replacement of Combustion Components
- Replacement of Turbine Hot Gas Path Components
- Auxiliary Equipment Inspection and Overhaul

UNIT INFORMATION – BOGUE GT 3

Unit Name	GT-3
Maximum Capacity Rating (MCR)	20.5 MW
Turbine Serial number	214406
Frame Size	MS5001 P/NT
Fuel Type	No. 2 Distillate
Control System	TRISEND
Job Type	Hot Gas Path Inspection

3 INTENDED SCOPE OF WORKS

3.2.1 Mobilization

- ✓ Move on job site one (1) day prior outage start date.
- ✓ Orientation and Job briefing
- ✓ Locate lay down blocking and bring to lay down area.
- ✓ Record baseline operating data.
- ✓ Before proceeding with the inspection ensure the gas turbine is shut down and cooled to allow work to be performed on the unit, Electrical System and the CO2 System is

locked and tagged out.

GT DISASSEMBLY

- ✓ Disconnect wiring and conduit in Turbine compartment area
- ✓ Disconnect and remove Starting diesel muffler from Turbine Roof
- ✓ Remove compartment roof section & enclosure panels as required
- ✓ Remove exhaust and inlet access panels as required
- ✓ Remove liquid fuel piping
- ✓ Remove cooling and sealing air piping
- ✓ Remove compressor bleed/extraction piping
- ✓ Remove fire protection piping (as required)
- ✓ Coordinate removal of flame detectors (JPS)
- ✓ Coordinate remove spark plugs (JPS)
- ✓ Remove fuel nozzles
- ✓ Remove Combustion Can Cover
- ✓ Remove inner crossfire tubes & liners
- ✓ Remove combustion cans/outer crossfire tubes
- ✓ Remove transition pieces
- ✓ Remove flex seals
- ✓ Install casing support jacks under turbine casing
- ✓ Remove turbine casing bolts
- ✓ Remove turbine casing upper half
- ✓ Measure thrust clearance, nozzle concentricity and turbine clearances
- ✓ Remove the upper halves of the first and second stage nozzle segments
- ✓ Remove the lower halves of the first and second stage nozzle segments
- ✓ Remove the upper halves of the first and second stage shroud blocks
- ✓ Remove the lower halves of the first and second stage shroud blocks
- ✓ Remove the first and second stage turbine buckets

Clean & Inspection

- ✓ Visually inspect and record the condition of combustion cans/outer crossfire tubes
- ✓ Visually inspect and record the condition of fuel nozzles
- ✓ Visually inspect and record the condition of inner crossfire tubes & liners
- ✓ Visually inspect and record the condition of transition pieces
- ✓ Visually inspect and record the condition of turbine buckets
- ✓ Visually inspect and record the condition of all turbine nozzles
- ✓ Visually inspect and record the condition of rotor and check dovetail slot
- ✓ Perform 1st stage nozzle ellipticity checks
- ✓ Visually inspect and record the condition of diaphragms
- ✓ Visually inspect and record the condition of shroud block segments
- ✓ Clean and inspect inlet guide vanes
- ✓ Check and record each guide vane bushing clearance and backlash:
- ✓ Clean and visually inspect liquid fuel piping
- ✓ Clean and visually inspect cooling and sealing air piping

- ✓ Clean and visually inspect compressor bleed/extraction piping/bleed valves
- ✓ Clean and visually inspect check valves and drains
- ✓ Clean and visually inspect all removed bolts and studs
- ✓ Clean and inspect turbine and compressor casings
- ✓ Visually inspect exhaust thermocouple wells
- ✓ Visually inspect exhaust plenum insulation panels
- ✓ Visually inspect exhaust frame forward seals

Inspection of Auxiliaries

- ✓ Perform visual inspection of Accessory Gear Box via inspection hatch
- ✓ Remove, clean and conduct visual inspection on Accessory Coupling and Re-lubricate prior to reinstallation.
- ✓ Perform visual inspection of Load Gear Box via inspection hatch

Lube Oil Pump Inspection

- ✓ Perform removal, disassembly and inspection of Lube oil pump

Mist Eliminator piping Inspection

- ✓ Perform visual inspection of mist eliminator piping

GT REASSEMBLY

- ✓ Install first and second stage Turbine Buckets
- ✓ Install the lower halves of the first and second stage Shroud Blocks.
- ✓ Install the upper halves of the first and second stage Shroud Blocks.
- ✓ Install the lower halves of the first and second stage nozzles segments.
- ✓ Install the upper halves of the first and second stage nozzles segments
- ✓ Coordinate installation wheel space thermocouple wiring and conduit (JPS)
- ✓ Install Transition Pieces
- ✓ Install turbine casing upper half
- ✓ Install casing bolts/remove casing support jacks after bolting is complete
- ✓ Install flex seals
- ✓ Install transition pieces
- ✓ Install combustion cans
- ✓ Install outer crossfire tubes
- ✓ Install inner crossfire tubes & liners
- ✓ Install end covers
- ✓ Install fuel nozzles
- ✓ Coordinate installation of spark plugs (JPS)
- ✓ Coordinate installation flame detectors (JPS)
- ✓ Install cooling and sealing air piping
- ✓ Install liquid fuel piping

- ✓ Install compressor bleed/extraction piping
- ✓ Install fire protection piping (as required)
- ✓ Install exhaust and inlet access panels as required
- ✓ Install compartment roof section & enclosure panels as required
- ✓ Install and connect remove Starting diesel muffler from Turbine Roof
- ✓ Install and connect wiring and conduit in Turbine compartment area

Check out / start-up

- ✓ GE will provide start-up support to assist JPS with troubleshooting if needed.

Demobilize

- ✓ Load and ship tools
- ✓ Verify site and equipment are orderly
- ✓ Move off site
- ✓ Furnish inspection report within two (2) weeks of Unit start up. Copy of all Technical data to be provided and discussed prior to start up. A section with all TILs should be clearly stipulated in report document (TIL execution status should be specified)

APPENDIX IV

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 3 (GT3) will be taken out of service to facilitate Hot Gas Path Inspection.
- 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 Unit 3 at Bogue Power Station RFP # 944743 (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 hot-gas-path inspection works for Gas Turbine Unit 12 (hereafter referred to as "GT3" 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 Hot Gas Path Inspection on Gas Turbine Unit 3 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 Hot Gas Path Inspection on GT3 at Bogue Power Station RFP# 944743 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 GT3 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

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APPENDIX 3

CONDITIONS OF CONTRACT

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JPS Contractor Occupational Health, Safety & Environment **Requirements**

Manual

2022

OUR SAFETY CREED

- No schedule is so important
- No job so urgent
- No emergency so great

That we cannot take the time to work safely and take care of the environment.



OHSE Department
Jamaica Public Service
Company Limited

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DEFINITIONS

Contract:	Any written agreement between the Company and a Contractor for the provision of services to the Company.
Contract Manager:	The Company Representative who has portfolio responsibility for the Contract.
Contractor:	Any company or person contracted for service as an independent entity to perform 3 rd party short or long-term work for the Company.
Contractor Workers:	Contractor employees, servants, agents, contractors or subcontractors and consultants.
Company:	The Jamaica Public Service Company Limited (JPS) or any one of its subsidiaries and/or business units.
Company Representative	Any person or employee of the Company contracted or employed to perform short or long-term work and is primarily assigned to liaison with the Contractor or monitor the works or services being executed
HSE:	Health, Safety and Environment
ID Card:	Identification Card, issued by the Contractor to Workers
Incident:	Any act, event, injury, occurrence, unwanted release of energy, unwanted release of product or near miss that is not considered a normal operating procedure and/or an occurrence that results in worker injury, property damage or monetary loss.
JPS Worksite:	References to JPS Worksite includes; Company premises, property, job or project site, job and worksite. Any real property on which Contractor will be working, whether owned by Company or not, including facilities, offices, roads, parking lots, rights-of-way, customer premises or underground facilities
Near Miss:	An undesired event or a condition that, under slightly different circumstances, could have resulted in injury, damage or other loss.
Permit to work systems: documented	An operational procedure established to grant specific documented permission (permit-to-work) and authorization to a Supervisor, competent qualified person to allow the safe execution of work

in an area or on an equipment that are considered hazardous or non-routine.

Public Commercial Carrier: A public carrier's Licence issued by the Transport Authority in accordance with sections 78-89 of the Road Traffic Act.

Safety Orientation Card: A card issued to Contractor employees, confirming that they received orientation training for working on JPS Worksite. SOC are valid for one year.

Skills Training Certificate: An educational credit, certification or award issued by a qualified training provider in recognition of a person attaining a measurable technical or occupational skills necessary to perform work in a specified occupation or profession.

SOW (Scope of Work): Includes the purpose of a project and project definition to reduce and ultimately eliminate ambiguity. Scope planning will demonstrate clear, detailed communication among the project stakeholders that results in a clearly defined project with little misinterpretation. Specific project tasks, critical dates, and quality control measures are identified during scope development and project definition.

Supervisor: Named Contractor representative with responsibility to lead and Direct work activity related to the Contract. Includes Project Manager (PM), Supervisor, Lead, Foreman and / or Manager that is responsible to direct and oversee Contractor Workers, project scope activities. They are accountable for applying knowledge, skills, tools, resources, and techniques to all project activities, ensuring that project results meet the Company needs and expectations.

Tailboard Conference: A discussion/meeting conducted by work crew to outline the job description, the major steps associated to complete the job, the hazards associated with the step for the job and the control measures, barriers and PPE necessary to complete the job safely.

Work: Any and all services, acts, obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by Contractor under the Contract Documents, including the furnishing of all labour, services, materials, equipment and other incidentals.

Workers: Contractor employees, servants, agents, contractors or sub-contractors and consultants.

INTRODUCTION

JPS is committed to providing a **safe and healthy** work environment for all staff, 3rd party contractors and suppliers. The application of relevant rules and procedures that will promote accident free performance at our workplace is critical. It is in keeping with this mindset that the Company has developed this Contractor Occupational Health, Safety and Environment Requirements Manual.

This manual provides the Company Contractors with the minimum health, safety and environmental (HSE) standards required while working on JPS Worksite.

Noncompliance of HSE standards or any requirement of this manual is treated the same as non-compliance with any contract provision and may result in work stoppage, disciplinary action, and or Contractor removal from JPS Worksite. Severe breach and or repeated non-compliance may result in greater punitive action and may lead to Contractor dismissal and Contract termination.

The Company requires that Contractors meet all guidelines outlined of this manual in addition to Pre-Job Requirements, prior to commencing any work on JPS Worksite. As a part of this commitment, the Company ensures that Contractors are aware of its policies, standards and requires Contractors to comply with the Company standards. It is the responsibility of the Contractor to ensure that all their Workers fully comply with JPS HSE requirements. Contractor is responsible for complying with all laws and regulations applicable to occupational health, safety, environment and requirements of the Contract. Contractor must also comply with the requirements listed in the Contractor Occupational Health, Safety and Environment Requirement Manual and any site-specific and/or business unit policies and procedures that are applicable in the contracted Scope of Work. It is the Contractor's continuing and absolute responsibility for all aspects of Contractor safety on JPS Worksites during the execution of work. Contractors are important resource of the Company and it is necessary that they know HSE norms and ensure healthy and safety practices in JPS.

OBJECTIVE

1. To establish and communicate JPS' HSE expectations and standards to its external contractors.
2. To encourage the contractor to align their HSE practices to meet the JPS' HSE standards.
3. To reduce the actual and potential risks from contractor activities.
4. To prevent injury, property damage and improve the overall JPS' HSE performance.
5. To provide clear guidelines of applicable sanctions for HSE breaches.

The purpose of this manual is to establish, implement and execute a practical, sound and effective program for the prevention of incidents that cause or may cause injury to person or damage to property. These safety requirements have been designed to assist all Contractors, their supervisors and workers to identify, evaluate, and subsequently adopt control measures in various activities or conditions to reduce the possibility of any undesired incident within their respective areas of contract responsibility.

SCOPE

All Company Contractors and their Workers, vendors, and visitors are bound by this manual when performing work which include but is not limited to short term, long term, civil,

mechanical, electrical, vegetation and general contractors engaged to perform any job on JPS Worksite where work is being conducted by or/on behalf of the Company.

The standards presented in this document are not an exhaustive list of all applicable requirements and regulations. As a general rule, Contractor must refer to the current version of the APPA Safety Manual for additional electric utility specific safety requirements. In instances where the APPA Safety Manual indicate that you refer to the "utility specific policy" please consult the relevant JPS policies that will provide more details on the specific work procedure in question. In cases where there is a conflict with the JPS specific policy and APPA, comply with the most stringent requirement. Also of note, in cases where the APPA Safety Manual refer to any legislation that contradicts with the laws of Jamaica, in such cases the Jamaican law take precedent. For example, APPA gives references to driving on the right, the Jamaican law dictates that we drive on the left.

This manual shall be read and construed in accordance with the Contract by which a contractor is engaged. However, in the event of a conflict between this manual and such Contract, the terms of the Contract shall prevail.

Amendment to the requirements included in this manual can only be done with the explicit and written authorization of the JPS Senior Vice President responsible for Safety.

JPS ENVIRONMENT, HEALTH & SAFETY POLICY

At JPS we incorporate safety, health and sound environmental practices into our business every day. Our policy is to provide a safe work environment, to apply a set of rules and procedures to promote the accident-free performance of duties, and to make employees conscious of their responsibility in integrating safety, health and good environmental practices in their activities.

We define our commitment to EHS by the following principles:

- We manage our business with an active commitment to environment, health and safety excellence
- We integrate environment, health and safety into our business strategies to enhance our competitive advantage
- We comply with applicable environment, health and safety laws and regulations and implement prudent standards where none exist
- We hold each employee and contractor accountable for integrating environment, health and safety into their work activities. We encourage our business partners to adopt same accountability
- We strive for continuous improvement in our environment, health and safety program by setting challenging goals, measuring and evaluating performances, and learning from our experiences.

JPS HSE REQUIREMENTS - PREREQUISITE FOR CONTRACTOR SELECTION & ENGAGEMENT

Prior to the engagement of any contractor or 3rd party contracting firm, the contractor shall demonstrate that their company/firm have an established safety management systems and standards governing all aspect of their operations inclusive of the services being offered to

JPS. Safety maturity of the 3rd party firm will be heavily weighted in the Company contractor selection criteria. The contractor's safety standard will be judged by the following attributes:

- The contractor's safety commitment, as demonstrated by its own safety programs supported by their top management.
- Experience profile of the contractor, its supervisor and workmen.
- Good historical safety performance of the contractor as can be evaluated through data tracking or through documentary evidence submitted by the contractor such as accident data, near-miss data, safety audit records, safety violation during the job, system of safety training, hazard identification and mitigation plan, safety meeting, safety promotion program, safety enforcement and disciplinary action plan, safety standard available with contractor for similar jobs etc.
- Availability of Personnel Protective Equipment (PPE), safety devices and equipment with the contractor.
- Availability of qualified and skilled safety personnel with the contractor to monitor safety performance during the progress of the job.

Contractors and or 3rd party contracting firms are required to submit to the Company documents with the information above. Information on the Contractor safety history and performance is required as part of the Contractor pre/post bid or contract engagement qualification process.

- After completion of assigned Scope of Work (SOW) as per contract, the contractor EHS performance will be evaluated & a contractor assessment form completed by the responsible Contract Manager or Company Representative. Contractor assessment form must be per format attached in Appendix E. Information captured on this assessment form will be used in future assessments during selection of contractor for job allocation.

CONTRACTOR' MANAGEMENT GENERAL RESPONSIBILITIES

The Contractor management shall accept the responsibility for Safety, Health & Environment Management of their company and shall be responsible and accountable for all, staff and all persons engaged by them. The contractor management must:

- A. Ensure that Environment, Health & Safety is it first priority in the operations of its business.
- B. Ensure compliance with all applicable Codes, Standards & Safety practices in all activities.
- C. Ensure that all persons engaged by contractor are fully informed about the requirements of this manual and ensure strict compliance of safety orders/rules issued by the Company.
- D. Provide medical certification as verification that employees are fit for duty or to perform work.
- E. Provide and maintain, adequate tools, equipment, PPE, safety devices and in proper working order.

- F. Provide all necessary resources for full Occupational Health, Safety and Environmental compliance with job or site rules.
- G. Ensure each employee abstain from unsafe acts and prevent unsafe conditions.
- H. Make It compulsory for all employees to take active part on safety & health related activities on & off the job.
- I. Ensure compliance with Permit to work systems.
- J. Ensure use of Personnel Protective Equipment (PPE) is compulsory while at work.
- K. Ensure quality is maintained in all areas of activities.
- L. Ensure that vehicle operators are conducting regular vehicle safety inspections and notifying management of identified deficiencies. (Refer to Table 2)
- M. Ensure that all vehicles operated, owned and or leased by the contractor assigned to JPS Worksite are duly licensed as a Public Commercial Carrier, in accordance with the Road Traffic Act and any amendments thereto.
- N. Take the necessary steps during the implementation of work activities at JPS Worksite to keep the environs clean and ensure that upon completion of the works the site and environs are left in a neat and clean condition.

TRAINING & SAFETY ORIENTATION

The Contractor shall:

- A. Ensure that all employees and all persons engaged are appropriately trained and/or certified to carry out their assigned activities and tasks associated with the Contract.
- B. Ensure that each Contractor Worker engaged to work on a JPS Worksite received JPS Safety Orientation before they are assigned to work on JPS Worksite.
- C. Ensure that each Supervisor assigned to work on JPS Worksite is specifically trained in how to conduct Tailboard Conference Meeting/Safety Talk.
- D. Maintain training records for all its Workers. Training records shall include the training and safety orientation history of each of the Contractor Workers and schedule for refresher training. Training records for each Contractor Worker assigned to work on a JPS Worksite are to be submitted to the Company on request and/or prior to contract signing.
- E. Submit to the Contract Manager or Company Representative proof of the required training for all workers prior to the start of the contract or for any new worker that is employed to the contractor subsequent to the agreement and is required to perform work on JPS Worksite. Proof of refresher training must be submitted when it is due. (*Refer to Appendix C - Type of Contract, Training, & Frequency of Refresher*). Proof of training must include certification or certificate of participation
- F. Issue a photo ID Card to each of its Worker. Issuance of an ID card is more of a security issue than a safety issue. However, this system can also be used effectively for safety interventions. Following may be adapted to use the ID Card for safety controls specific to JPS Safety Orientation:
 - a. Photo ID Card should contain identification marks and can be referred for future administrative controls.

- b. After imparting safety orientation trainings, the ID Card can be stamped as 'Safety Orientation given' or separate Safety Orientation Card may be issued by the Company to the Contractor Worker.
- c. The validity of such "Safety Orientation Card" shall be maximum one year.
- d. Safety Orientation Card should be similar in size and dimension as that of an ID card, and each Contractor Worker must have it available for the Company Representative to view at all times when on JPS Worksites.
- e. The stamping of an ID Card or issuance of a Safety Orientation Card, shall not replace the Skills Training Certificate required for qualified Workers.

No Contractor Worker must conduct any work activity on JPS Worksite without first completing JPS Safety Orientation and the stamping of their ID Card or received a signed Safety Orientation Card from the Company.

Tailboard Conference Meeting/Safety Talk Training

Contractor supervisory personnel must be specifically trained in how to conduct Tailboard Conference Meeting/Safety Talks.

The Contractor should ensure that the training program include the following:

- Hazard identification
- Safety standards and procedures relevant for carrying out jobs.
- Special precaution or hazards controls measures specific for worksite based on its hazard perception.
- Use of PPEs in general and any special PPE specific for a particular job.
- Energy source control

HSE MANAGEMENT SYSTEM

Contractor must have a defined Health, Safety & Environmental Management system in place aligned to the Company requirements and demonstrate that it is implemented effectively. It should typically cover the following elements:

- Leadership & Commitment by higher management.
- HSE Policy
- Organization, Resources & Documentation related to HSE.
- Evaluation & Risk Management.
- Planning & Procedure.
- Implementation & Monitoring.
- Auditing & Review.

The contractor should have an HSE policy backed by their management's commitment to create a safe work environment. The policy should state the intention and methodology of protecting the personnel at work site. Contractor shall demonstrate their HSE commitment in protecting the people, environment and assets by implementing the HSE Management system and various HSE programs that support their HSE Policy.

HSE PLANS

The purpose of the HSE plan is to provide assurance of effective working of the interface between the HSE Management Systems of JPS and contractors at specific work/project sites. Prior to the commencement of contractual activity or bid submission, the contractor shall submit a written Project-specific/Work Specific HSE plan to JPS for review and approval. Contractor shall prepare the Project HSE plan addressing all work activities, to include hazards and risk assessments, controls methods, training needs identification, audits and safety promotional activities.

The Contractor's Project specific plan shall address the following:

- Title page
- Project title and brief scope of work
- Organization chart
- Hazard identification plan (clearly identifying project related HSE risks, control measures and persons responsible)
- Safety & Environmental policy and assignment of responsibilities
- HSE Training plan
- Management of subcontractors
- Safety inspections
- Safety reports and records
- Welding and cutting equipment
- Personal protective equipment
- Tools and portable power tools
- Ladders
- Electrical installation and equipment
- Cranes and rigging equipment
- Mechanical equipment
- Transportation
- Incident reporting and investigation
- Excavation
- Fire prevention
- First-aid facilities
- General safety rules
- Emergency response and evacuation procedures
- Environmental regulatory compliance requirements and compliance process
- Manual Handling
- Checklists

SUPERVISION & EHS COVERAGE

The Contractor shall:

- a. Ensure that the necessary and required supervision and EHS coverage are in place for all jobs and activities.
- b. provide a separate and independent designated, competent HSE Officer for projects and worksites with ten (10) or more persons as outlined in Table #1 below.

- c. Appoint a Supervisor for all jobs, provide direct supervision, and give instructions to its Workers. For the avoidance of doubt, JPS shall have no responsibility for direct Worksite supervision of contractor employees.
- d. Prior the start of each contract, Contractor shall submit to the Company its HSE organization chart detailing the names of Superiors and Safety professionals for review and approval.

Responsibility of Line Supervisor/Foreman

The line supervisor/foreman is the contractor's representative with full responsibility for the contractor employees. For the avoidance of doubt, JPS have no responsibility for direct worksite supervision of contractor employees or to give direct instruction to them.

This position is responsible for:

- Taking direct and specific job field instructions from JPS representative. For the avoidance of doubt, JPS have no responsibility to give job instruction directly to contractor employees below the supervisor level.
- Provide worksite supervision and instruction to contractor employees, servants, agents and/or sub-contractors.
- Conducting job briefings and hazard identifications exercise prior to the start of all jobs.
- Ensuring that all affected workers are fully briefed, that they acknowledge and sign the relevant tailboard forms
- Ensuring that all workers are fully compliant with the PPE requirements for each task.
- Updating the JPS representative promptly on the progress of assigned work to include OHSE related matters.
- Bringing to the attention of JPS any previously unidentified or any new risks that requires additional controls by JPS to avoid injury to anyone.

Responsibility of HSE Officer

This position is responsible for:

- Ensuring all the workmen & supervisor are provided with safety gears (Safety shoes, safety helmet, cover all & other job specific PPE's).
- HSE training (organize the training programs as per the training matrix).
- Daily workplace safety inspections (to identify unsafe acts, unsafe conditions and take necessary actions).
- Identification of hazards and environmental impacts.
- Inspection of PPEs, tools / lifting accessories / slings / ropes/web belts/ D-shackles etc. (visual inspection once in week for their soundness and validity).

- Maintain daily HSE logbook (site HSE observations and preventive actions taken).
- Checking availability of safety work permit & review of work permits as per permit conditions.
- Reporting of near miss incident, first aid & other incident.
- Identifying and correcting unsafe behaviours at work site.
- Training to their staff, supervisor & workmen regarding the operation & maintenance of Firefighting equipment.
- Ensuring tailboard conference meeting Is conducted for each job.
- Daily Safety Talk must be conducted for work men

Responsibility of HSE Manager

Contractor's HSE Manager assumes the lead safety position for the contractor organization and is responsible for monitoring and administering a pro-active safety program designed to provide assistance in recognizing, evaluating, and subsequently controlling or eliminating hazardous acts or conditions. He/she works in close coordination with JPS HSE Management and in conjunction with his / her Principal employer assisting in the implementation of HSE programs. Broadly the responsibilities of the HSE Manager are:

- Administer appropriate safe work practices and procedures within the worksite.
- Ensure that necessary records are maintained as per applicable HSE regulatory requirements and reports are submitted to statutory bodies as per the timelines defined by them in the applicable acts / rules.
- Ensure that all mobile lifting appliances are subjected to third party inspections as per statutory requirement & records are maintained by the Contractor.
- Promote a high level of safety awareness among the staff/workers through orientation/refresher training programs.
- Conduct site safety visits.
- Ensure compliance with permit to work system.
- Ensure safety gears (safety shoes, safety helmet, cover all & other job specific PPE's) by all the workmen & supervisor at job site.
- Ensure Certification & testing of Safety equipment & PPE's.
- Conduct weekly safety inspections, track performance and report trends to his/her site management.
- Maintain all HSE related records and files associated with the organization.
- Maintain pertinent information (i.e. phone number, locations) of emergency response services, physicians, and hospitals.
- Lead and assist in accident & incident investigations to ensure all accidents and incidents are properly investigated including near miss incidents, first aid cases, all recordable cases, property damage, etc. & reporting to the Company safety executive.

- Evaluate subcontractor safety programs and performance and ensure they comply with the statutory and HSE requirements
- Training to their staff, supervisor & workmen regarding the operation & maintenance of firefighting equipment.

The minimum qualification for Contractor supervisor and safety personnel

Line Supervisor/Foreman

- Minimum qualification must be Diploma in Engineering (Mechanical, Chemical, Electrical, Civil) and Safety Certification (minimum 30 hour HSE training) from a recognized institution.

HSE Officer

- Must be qualified as a Certified Occupational Safety Specialist from a recognized institution.

HSE Manager

- Minimum qualification must be an Undergraduate Bachelor’s Degree in Occupational Safety & Health Safety) or a Degree in Engineering (Mechanical, Electrical, Civil or Chemical) and qualified as a Certified Occupational Safety Specialist.
- Having two years of experience as a Safety Officer in the electric utility, oil & gas or chemical industry.

Table #1: Typical requirement for number of Trained Dedicated Supervisory and Safety personnel

Item #	Employee Complement (Including subcontractor/s)	Minimum Requirement of HSE Personnel
1	Number of Employees < 10	<ul style="list-style-type: none"> ➤ Line Supervisor for each team working independently.
2	Number of Employees ≥ 10 ≤ 25	<ul style="list-style-type: none"> ➤ Line Supervisor for each team working independently + ➤ 1 x HSE Officer ➤ HSE Officer to randomly visit worksite from time to time.
3	Number of Employees > 25 but < 50	<ul style="list-style-type: none"> ➤ Line Supervisor for each team working independently + ➤ 2 x HSE Officer
4	Number of Employees ≥ 50	<ul style="list-style-type: none"> ➤ Line Supervisor for each team working independently+ ➤ 1 x HSE Officer for every 25 Employees + ➤ 1 x HSE Safety Manager for every 75 workers

WORK PREPARATION MEETING

The Contractor shall:

- participate in a work preparation meeting (Prep Work or Kick Off Meeting) with JPS Representative for planned jobs or projects, to discuss among other things OHSE expectations, potential OHSE management system interfaces and specific OHSE issues and requirements in accordance with the Contract. This preparation meeting will be held as soon as practical after contract award and an appropriate time before the performance of any planned work. This meeting shall not be considered or treated as a substitute for EHS responsibilities of the Contractor under the Contract; nor shall the meeting or issues be construed or treated as an assumption of the Contractor's sole EHS obligations under the Contract. Matters to be discussed at the meeting may include but not limited to:
 - a. Scope of the job
 - b. Expected duration of job
 - c. Risk Assessment- Hazards associated with the job – complete JSA

Tailboard Conference

The Supervisor must conduct a Tailboard Conference Meeting with the Workers involved before the start of each job. Each worker should actively participate in the meeting to identify job and task specific probable hazards and determine and agree on the appropriate controls and planned mitigation measures to be taken. The meeting should:

- Review the job activity at a task level and the procedure to execute the tasks safely.
- Identify the use & benefits of PPE's & safety gears required for the job.
- Identify any environmental challenges and determine how to treat with same during the execution of the job.
- Be documented on an approved Tailboard Conference Form and each Worker involved sign onto the form indicating that they were part of the discussions, understand the possible hazards and will abide by the agreed procedures.

At the end of the work activities and or if a worker is no longer participating in the work, before they leave the JPS Worksite, each Worker must sign-off, on the form indicating that they are no longer involved with work relating that specific tailboard.

Permit to Work System

The Contractor Supervisor should ensure that:

- They have received training in the permit to permit to work system for affected workers for the specific job they are assigned. Permit to work should include but not limited to Lock Out Tag Out (LOTO PTW), Sanction for Test, Limitation of Access, De energize Permit, Hot Work Permit & Confine Space
- The affected workers received adequate instruction in the system.

- They discuss the job fully with the person issuing the permit.
- The workmen are briefed on the details of the permit including any potential hazards, and on all the precautions taken or to be taken.
- The precautions are maintained throughout the work activity.
- The worker understands that if circumstances change work must be stopped and inform the supervisor.
- The work group stays within the limitations set on the permit (physical boundaries, type of work and the duration of the permit)

On completion or suspension of the work, the site is left in a safe condition and the person that issued the permit is informed & permit has been returned for cancellation.

Individuals working within the permit to work system should ensure that:

- They have received instruction and have a good understanding of the permit to work system at the specific JPS Worksite where they work.
- They do not start any work requiring a permit, until it has been properly authorized and issued.
- They receive a briefing from the supervisor on the particular task and they understand the hazards and the precautions taken or to be taken
- They follow the instructions specified in the permit. When they stop work, the site and any equipment they are using is left in a safe condition
- If in any doubt or if circumstances change, they must stop work and consult with their supervisor.

Worksite Safety

It is the responsibility of each Contractor or his authorized nominated representative to inspect each work area at the beginning of each job or shift, and periodically thereafter, to ensure safe working conditions are maintained.

Where required, Contractor must provide good illumination for work to proceed safely.

Contractor must ensure protection from severe weather conditions. (Extreme wind, lightning storms, extreme heat, etc...).

The Contractor needs to evaluate /consider the environmental extremes of the project, such as the ability of their workers to work safely in volatile areas.

Based on that evaluation the Contractor must implement the appropriate procedures or measures to provide a safe work environment.

The minimum PPE requirement on a worksite must be safety helmet, safety glasses, safety boot and uniform. Other appropriate steps must be taken and the appropriate PPEs worn to protect against all hazards that affects workers on the jobsite.

Work Clothing

Only clothing and PPEs adhering to specification shown in Appendix B shall be worn on JPS Worksite.

At least once per year, the Contractor must provide or ensure Workers & Supervisors, have a minimum of two (2) 100% cotton uniform or coverall and one safety shoe for working at JPS Worksite.

Where hazards exist due to moving parts on machinery or equipment, clothing and hair must be maintained to avoid entanglement.

Special PPE and work clothing must be worn where exposure to fire, extreme heat, corrosive chemicals, electrical hazards, body impacts, cuts from handled materials or other hazards are possible. See the premises or business unit's site-specific requirements for any additional needs, such as Fire-Resistant Clothing (FRC). The Contractor is required to supply special work clothing, ensure it is in good condition and properly worn, when and where required.

SITE SECURITY

Where applicable the Contractor shall:

- comply with all Security and Standard Operating Procedures when accessing and working on the plant, electrical system and/or equipment.
- ensure all vehicles entering the JPS plant shall undergo required security checks to include searches.

ALCOHOL, ILLEGAL DRUGS AND FIREARMS

Contractor must develop and enforce a policy that prohibits the possession, distribution, promotion, manufacture, sale, and use of illegal drugs, drug paraphernalia, controlled substances, alcoholic beverages and weapons by workers while on JPS Worksite or during work at site.

ACCIDENT/ INCIDENT NOTIFICATION, REPORTING & INVESTIGATION

The Contractor shall:

- a. immediately report to the responsible Company Representative or Contract Manager via electronic mail, text message, verbal or telephone, etc. all accidents/OHSE incidents including near misses, arising from the works and/or involving Contractor personnel, equipment and materials at the JPS Worksite. In instances where reports cannot be done immediately, reports must be made no later than 2 hours after the occurrence of the incident.
- b. within 24 hours of the occurrence of any accident/incident provide JPS with a written Preliminary Accident/Incident Report. The JPS Preliminary Incident Report Form shown in Appendix D must be used for such reports. All fields on the Form must be completed.
- c. investigate all accidents/incidents that result in, or have the potential to result in, injury or illness, property damage, process/product loss or harm to the environment.

The investigative process must include the identification of root causes or causal factors that contributed to the occurrence. The Contractor must determine and document the necessary corrective actions and ensure closure/completion in timely manner. In addition to the Contractor's analysis/investigation, JPS retains the right to conduct their own investigation for any illnesses, injuries, fatalities, incidents or near misses occurring on its premises and or project sites.

The Contractor must conduct a thorough investigation and submit a written report within 5 – 10 working days after the occurrence of the accident/incident to the JPS Representative, Contract Manager and or other JPS personnel as otherwise specified.

- d. Accidents resulting in injury to employees leading to absence from work for more than to (2) days should be reported to the relevant agencies or regulatory bodies in a timely manner as prescribed by the prevailing laws and regulations. The contractor shall submit copy of the statutory report to JPS representative as well.
- e. maintain injury logs for their respective workers.

Incident Investigation format attached at Appendix F

AUDITS & INSPECTION

The Contractor shall:

- o Ensure that management Safety Audits are carried out [quarterly] and findings are documented for follow up actions.
- o Conduct job site inspections, audits, and safety observations (i.e. Behaviour Based Safety Observations, etc.).
- o Log audits, inspections and observations in the JPS Health and Safety Portal – ASSURE by using the link below (<https://app.na.sheasure.net/jps/p/jpsPortal/>).
- o Inspections and audits done using templates outside of the Assure Portal must be submitted to the Contract Manager on a weekly basis.
- o Conduct inspections and audits based on the frequency prescribed below:

Table 2: Audits and Inspection Frequency

Reports	Frequency	Report Schedule	Medium
Jobsite Inspection-Maintenance Work	Daily	5 pm each day	JPS Assure Platform/submit to Contract Manager & OHSE
Jobsite Inspection-Emergency Work	One per shift	5pm each day/end of shift	JPS Assure Platform/submit to Contract Manager & OHSE
PPE & Safety Device Inspections	Weekly	Fridays at 5pm	JPS Assure Platform/submit to Contract Manager & OHSE
Tools and Equipment Inspections	Weekly	Fridays at 5pm	JPS Assure Platform/submit to Contract Manager & OHSE
Safety Observation	Daily	5 pm each day	JPS Assure Platform/submit to Contract Manager & OHSE

Vehicle	Daily (Job site)	5 pm each day	JPS Assure Platform/ submit to Contract Manager & OHSE
Safety Management Audit	Quarterly	Last Friday each quarter @ 5pm	Submit to Contract Manager & OHSE

SANCTIONS

The Contractor shall:

Comply with all OHSE Requirement prescribed in the Contract and this manual.

If any Contractor allows workers to work in unsafe conditions or violates environmental permits or regulations, JPS may remove the Contractor or any of its individual worker from JPS Worksite or penalty/sanction may be imposed to the Contractor and or Contractor Worker as per Table 3 below.

Immediate and permanent removal may occur (the Contactor or Worker) if any of the following activities are observed:

- a. Openly exhibits disregard, defiance, or disrespect for the safety program
- b. Violates established safety or environmental rules, regulations, procedures or codes
- c. Participates in fighting, violence, threats of violence, theft, or destruction of property
- d. Possesses weapons including but not limited to firearms or knives not typically used in conjunction with normal work tasks.
- e. Falsifying documents or information.
- f. Contractor provide the Company false information during the pre-selection process.

Table 3 – Sanctions for Breach of OHSE Requirements/ Procedures

Violation	First Of-fence	Second Offence	Third Of-fence	Forth Of-fence
Failure to comply with OHSE Requirements	Verbal Warning	Written Warning	Three months Suspension of contract	Termination of contract

SAFETY MEETINGS

The Contractor shall:

Conduct weekly safety meeting or ensure employees participate in JPS Weekly Safety Meetings. The contractor must ensure that each employee is exposed to a minimum of three safety meeting per month. When conducting safety meetings, the duration of the meeting may be as long as required but no less than the minimum thirty- (30) minutes.






All safety meetings conducted shall be fully documented. The record shall indicate the time, date, the location of the meeting, agenda/topic(s) covered, duration, who conducted the meeting, ideas developed, follow-up action required and responsibility and the names and signature of all attendees. The Meetings minutes and record of attendees shall be maintained for submission to the Contract Manager on a weekly basis. See appendix G for a copy of Safety Meeting Report Template.








APPENDICES

Appendix A- Vehicle Traffic Management & Transporting Equipment

1. Poles, ladders, pipe, etc., shall be loaded parallel with the truck length. Such material shall not extend beyond the normal sides of the vehicle.
2. materials shall be securely fastened to prevent a hazard due to shifting.
3. A person shall not operate on a road a motor vehicle laden or unladen, where the overall height of which exceeds 4.2 metres measured from the ground.
4. Vehicle transporting oversized equipment (height, length and width) must have adequate warning signs, reflector and pilot escort where necessary in accordance with the local road traffic regulation.
5. Any motor vehicle transporting a load which extends more than 102 mm (4 inches) beyond the overall width of the motor vehicle shall be equipped with the following lamps in addition to other required lamps when operated during the hours when headlamps are required to be used:
 - a. (1) The foremost edge of that portion of the load which projects beyond the side of the vehicle shall be marked (at its outermost extremity) with an amber lamp visible from the front and side;
 - b. (2) The rearmost edge of that portion of the load which projects beyond the side of the vehicle shall be marked (at its outermost extremity) with a red lamp visible from the rear and side;
 - c. (3) If the projecting load does not measure more than 914 mm (3 feet) from front to rear, it shall be marked with an amber lamp visible from the front, both sides, and rear, except that if the projection is located at or near the rear it shall be marked by a red lamp visible from front, side and rear.
6. Material being transported such as poles that extends more than 4 feet beyond the front or rear of the vehicle shall have these projections marked as follows when the vehicle is operated during the hours when headlamps are required to be used:
 - a. On each side of the projecting load, one red side marker lamp, visible from the side, located so as to indicate maximum overhang.
 - b. On the rear of the projecting load, two red lamps, visible from the rear, one at each side; and two red reflectors visible from the rear, one at each side, located so as to indicate maximum width








Appendix B - JPS Safety & Health Guidelines - Personnel Protective Equipment & Safety Devices




PPE	Applicable Standard	Equivalent Type of PPE
Helmet	ANSI/ISEA Z89.1-2014 Standard Class E (Electrical)	 <p>MSA V- Guard helmet w/ ratchet suspension</p>
Safety Goggles	ANSI /ISEA Z87.1 – 2020 (CE EN 166 and CSA 94 standards)	 <p>American Allsafe Goggles</p>
Safety Boot	ASTM 2413-11 & ASTM 2412-11 (EH, I/75 & C75) or Equivalent Local Standard	 <p>Timberland Pro 6" Endurance Waterproof Boot</p>
Respirator	NIOSH – 42CFR Part 84 OSHA – 29 CFR 1910.134 ANSI / ASSE Z88.2	 <p>3M Full Face piece Respirator Pack (cartridge) for protection against eye irritants. Half respirator where there is no eye irritant.</p>
Safety Glasses	ANSI Z 87.1 – 2010 (CE EN 166 and CSA A94 standards)	 <p>Salisbury Uvex XC Safety Glasses Clear Lens TS56505</p>

Rubber Gloves Class 0	ASTM D120 and IEC/EN 60903, NFPA 70E	 Salisbury E014Y
Rubber Gloves Class 3	ASTM D120 - 09 and IEC/EN 60903;2014 NFPA 70E	 Salisbury E318CYB/ Novax 155-3-18
Chemical Protecting Clothing	Fabric tested as per BIS 4051-1981 standards. Chemical resistant material to include PVC, polyurethane, nitrile or neoprene	 3M Protective Coverall 4520
ARD Reflective Safety Vest	ANSI 107 – 2010 – High Visibility ANSI Class 2 rating for high visibility on roads with traffic traveling above 30 mph.	 CJ Safety ANSI Class 2 High Visibility Two Tone Safety Vest - Meets ANSI/ISEA 107-2010
Arc Flash & Flame Resistant Rain Wear	ASTM F 1891– Flame retardant ATPV rating of 8 cal/cm ² PVC Nomex® Rain Suit meets Class 3 ANSI/ISEA 107-2010 standards	 402STLM SAFETY RAINGEAR
Flame Resistant Clothing	NFPA 70E, ASTM F 1506, ASTM F 1959 ATPV rating of 8 cal/cm ²	 Coverall (Aramark Style G01083)
Lineman Gloves	Palm and back of gloves should be made from high quality grain cowhide material. Cuff should be made of natural pig skin.	 Salisbury Lineman Cowhide Work Gloves LW2SPE

Chemical Gloves	PVC/Nitrile blend, Double Dipped 40cm	 <p>Chemstar Double-dipped, 40 cm</p>
Dexterity Workman Gloves	Palm of gloves made of nitrile that is resistant to chemical and oil	 <p>allix 3M Comfort Grip</p>
Rain Wear (Suit) (Non-FR)	ANSI/ISEA 107-2010. Class 3	 <p>Fonnira -PVC/Polyester high visibility rain gear</p>
Harness	ANSI Z359.1 - 2016, ANSI/ASSE A10.32 and OSHA 1926 Subpart M	 <p>Honeywell Duraflex Webbing Harness Part # M1020073</p>
Lanyard	ANSI Z359.1, ANSI A10.14 and OSHA 1926.104, ASTM F887-04	 <p>Arc Flash EZ-STOP II Shock Absorbing Lanyard from DBI/SALA</p>
Welding Apron and Sleeve	ISO 11611:2015. Providing exceptional heat, spark and spatter resistance	 <p>QeeLink Welding Apron</p>
Flame Resistant Face Shield with Helmet Slot Adaptor	ANSI Z89.1 - 2003 and NFPA 70E	 <p>Salisbury AS1200HAT</p>

Welders Helmet	ANSI Z87.1 – 2003 Personal Protective – Protective Eyewear	 Sellstrom Titan 24701-60
Welders Goggles	ANSI Z 87.1 – 2003, CSA Z94.3, SEI Certified	 North Safety NS - GW200
Face Shield with Helmet Slot Adaptor	ANSI Z87.1 – 2003 Personal Protective – Protective Eyewear	 MSA Defender
Safety Footwear – Water Boot	ANSI Z41 PT 1999 M specification for impact and compression.	 Camcorp Industrial
Safety Cap (Helmet) Chin Strap	ANSI Z 89.1 – 1997 Class E, and SEI Certified	 MSA Chin Strap
Air Purifying Respirator, half-face	NIOSH – 42CFR Part 84 OSHA – 29 CFR 1910.134	 3M Half Face Respirator
High Voltage Rubber Rubber Sleeves Class 3	Meet ASTM D1051	 Salisbury Sleeve Dipped Class 3 Type I Red/Yellow Extra Curved Elbow D3RRY-EC
Leather Protector for High Voltage Rubber Glove	ASTM D120 Standard and meet International Standard 903, IEC-1988.	 Salisbury ILP-6S

Utility Glove Liners	100% Cotton blend liners, design construction must allow natural sensitivity, durability and flexibility	 HI - LINE Catalogue # GL
Workman Gloves	Kevlar® sewn premium double tanned side split leather that provides greater flexibility along with increased abrasion, cut, and puncture resistance.	 Arbill A179000
Welder's Gloves	Premium heat-treated side split leather that provides greater flexibility along with increased heat and flame resistance.	 ESAB Heavy Duty Welding Gloves
Harness (Live line Operations)	ANSI Z359, OSHA 1926.104 and ASTM F887-04.	 DBI SALA, Delta™ II Arc
Lineman, Full Body Harness	ANSI Z359.1 - 2016, ANSI/ASSE A10.32, OSHA 1926.104, ASTM F887 and CSA standards.	 3M DBI SALA ExoFit NEX Arcflash
Lineman Body Belt	Extra light weight and durable body belt made of 45 millimeters nylon	 Salibury/FP424/-2ED
Pole Choking / Work Positioning Fall Arrest System	Wood pole climbing fall arrest. CSA certified Z259.14-12 type AB The pole choker shall be made with a drop forged tongue buckle on a six-ply neoprene impregnated webbing. The yellow choker strap shall be	 Jelco Pole Choker

	<p>adjustable, helping the workers to extend his reach in a safer manner. It shall be 1 3/4-inch-wide and manufactured from nylon. It shall consist of a roller's teeth which is used to provide the gripping force required to prevent you from falling to the ground. When the choker strap is disconnected, it shall function the same as a standard pole strap. The snaplock shall comprise of loops</p> <p>The pole choker shall have a length of 6.2 ft. Distribution and 6.8ft for Transmission</p>	
<p>Retractable Web-Lanyard</p>	<p>ANSI Z359.1, ANSI A10.14 and OSHA 1926.104</p>	 <p>Salisbury FPS04/01</p>
<p>Shock-Absorbing Web-Lanyard</p>	<p>ANSI Z359.1, ANSI A10.14 and OSHA 1926.104</p>	 <p>Guardian 01220 6-Foot Single Leg Shock Absorbing Lanyard</p>
<p>Shock-Absorbing Web Loop-Live Line Lanyard</p>	<p>ANSI Z359.1, ANSI A10.14 and OSHA 1926.104, ASTM F887-04</p>	 <p>Arc Flash EZ-STOP II Shock Absorbing Lanyard from DBI/SALA</p>

Appendix C - Type of Contract, Training, & Frequency of Refresher

TRAINING REQUIREMENT			
T&D Pole Maintenance & Line Extension			
No.	Training/ Course	Function	Frequency
1	Cardiopulmonary Resuscitation (CPR)	Lineman	Every 3 years
2	Hurt man Rescue	Lineman	Every 3 years
3	LOTO PTW	Lineman & Switchers	Every 3 years
4	Tailboard / JSA & PPE	Lineman & Affected Workers	Every 3 years
5	Switching Authorization	Switchers	Every 3 years
6	T&D Pole Maintenance & Line Extension Program (Pole line skills training)	Lineman	Skills Training Certification!
7	Fall Protection & Ladder Safety	All Affected	Every 3 years
Vegetation Management			
No.	Training/ Course	Function	Frequency
1	Cardiopulmonary Resuscitation (CPR)	Lineman	Every 3 years
2	Hurt man Rescue	Lineman	Every 3 years
3	LOTO PTW	Lineman & Switchers	Every 3 years
4	Tailboard / JSA & PPE	Lineman & Affected Workers	Every 3 years
5	Switching Authorization	Switchers	Every 3 years
6	Use of Chainsaw	Chainsaw Operator	Every 3 years
7	Fall Protection & Ladder Safety	All Affected	Every 3 years
8	Vegetation Management Program	Workers	Skills Training Certification!
New Service Installation Discon/ Recon			
No.	Training/ Course	Function	Frequency
1	Cardiopulmonary Resuscitation (CPR)	Lineman	Every 3 years
2	Hurt man Rescue	Lineman	Every 3 years
3	LOTO PTW	Lineman & Switchers	Every 3 years
4	Tailboard / JSA & PPE	Lineman & Affected Workers	Every 3 years
5	Switching Authorization	Switchers	Every 3 years
6	Fall Protection & Ladder Safety	All Affected	Every 3 years
7	New Service Installation Discon/Recon Program	Technicians	Skills Training Certification!
Streetlight			
No.	Training/ Course	Function	Frequency
1	Cardiopulmonary Resuscitation (CPR)	Lineman	Every 3 years
2	Hurt man Rescue	Lineman	Every 3 years
3	LOTO PTW	Lineman & Switchers	Every 3 years
4	Tailboard / JSA & PPE	Lineman & Affected Workers	Every 3 years
5	Switching Authorization	Switchers	Every 3 years
6	Fall Protection & Ladder Safety	All Affected	Every 3 years
7	Streetlight Program	Technicians	Skills Training Certification!

! Notes Skills Training Certified Persons:

- 1. Proof Training for workers must be submitted to the Contractor Manager at the start of contract, renewal or when refresher is due and for new employees.***
- 2. In any case where a worker has been inactive for a period of one year or more in their trade or any area of their work for which they are Certified, a refresher training is required prior to working on JPS Worksite or carrying out such work activity they have not performed in excess of one year.***
- 3. Workers must receive additional or refresher training if any or both of the below situation exists:***
 - a. If new technology, procedures, or change in procedures cause new safety-related work practices to be introduced***
 - b. If supervision and inspection indicate that the worker is not complying with safety-related work practices***

Appendix D - Preliminary Accident/Incident Report Form

OHSE Incident Type <i>(double click to check box; if other, please explain)</i>	<input type="checkbox"/> Fatality		<input type="checkbox"/> Spill		
	<input type="checkbox"/> Personnel Accident		<input type="checkbox"/> Fire		
	<input type="checkbox"/> Motor Vehicle Accident		<input type="checkbox"/> Unsafe Condition/Act		
	<input type="checkbox"/> Medical/First Aid		<input type="checkbox"/> Environmental Release - Emissions		
	<input type="checkbox"/> Near Miss		<input type="checkbox"/> Security Incident		
	<input type="checkbox"/> Contractor Accident/Incident		<input type="checkbox"/> Property Damage		
			<input type="checkbox"/> Other		
Actual Severity/Injury	Fatality				
Potential Severity					
Business Unit <i>(double click to check box)</i>	Division/ Contractor: _____ Cost Centre Name: _____ CC#: _____				
Location of Incident <i>(Area – Facility/Field-Site)</i>					
Date & Time	Date: _____		Time : _____		
Name (s), Age & Address of Injured					
Employer & Occupation <i>(JPS or Name of Contractor Company & Job title)</i>					
Event Description <i>(Provide a brief description of the incident)</i>					
Injury/Damage/Loss Details <i>(Explanation: Details of Accident/ Spill / Environmental Release / Damage)</i>					
Financial Impact <i>(Revenue loss, penalty, cost of repair/clean-up, labour, material, etc.).</i>					
Cause of Incident <i>(Explanation: The trigger for an incident without which the incident could not have happened)</i>					
Hospital the injured taken to					
Incident Response Action(s) <i>(State immediate actions taken after the incident)</i>					
Disciplinary/Corrective Actions to Prevent Recurrence/ Lessons Learned					
Incident reported to	Incident Reported to	Person Contacted	Telephone No.	Reported by	Date & Time
Statutory Authorities Informed	<input type="checkbox"/> None <input type="checkbox"/> Police <input type="checkbox"/> Fire Department <input type="checkbox"/> ODPEM <input type="checkbox"/> NEPA <input type="checkbox"/> NWC <input type="checkbox"/> Other _____				

**Contact details for Queries or
Further Information**

*(Who to contact for further details –
Name, email, telephone, mobile)*

Form Completed by

(Print Name & Date)

PLEASE USE ADDITIONAL SHEET(S) FOR PHOTOGRAPHS OR ADDITIONAL REPORT INFORMATION.

Appendix E – Contractor HSE Evaluation Form

JAMAICA PUBLIC SERVICE CO. LTD.				
TO:	DATE:			
FROM:	CONTRACTOR:			
P.O. #	CONTRACTOR FOREMAN:			
JOB REF. No				
TYPE OF WORK/SERVICE:				
SCOPE OF WORK/SERVICE:	Score	<table border="1" style="width: 100px; height: 20px; margin: auto;"> <tr><td></td></tr> </table>		
A	<u>HSE ORIENTATION & TRAINING</u>	YES	NO	N/A
1	WAS HSE ORIENTATION CONDUCTED FOR ALL WORKERS?	<input type="checkbox"/>	<input type="checkbox"/>	
2	WAS PROOF OF HSE ORIENTATION PROVIDED?	<input type="checkbox"/>	<input type="checkbox"/>	
3	ARE ALL WORKERS TRAINED/CERTIFIED TO PERFORM WORK?	<input type="checkbox"/>	<input type="checkbox"/>	
4	ARE EQUIPMENT OPERATORS TRAINED/CERTIFIED?	<input type="checkbox"/>	<input type="checkbox"/>	
5	WAS SAFETY MEETING CONDUCTED BY CONTRACTOR WITH WORKERS?	<input type="checkbox"/>	<input type="checkbox"/>	
B	<u>PPE</u>	YES	NO	N/A
6	WAS ALL EMPLOYEES PROVIDED WITH THE REQUISITE PPEs?	<input type="checkbox"/>	<input type="checkbox"/>	
7	WAS ALL PPEs ARE GOOD CONDITION?	<input type="checkbox"/>	<input type="checkbox"/>	
8	Helmet	<input type="checkbox"/>	<input type="checkbox"/>	
9	Safety Glasses	<input type="checkbox"/>	<input type="checkbox"/>	
10	Safety Boot	<input type="checkbox"/>	<input type="checkbox"/>	
11	Rubber Gloves	<input type="checkbox"/>	<input type="checkbox"/>	
12	Uniform	<input type="checkbox"/>	<input type="checkbox"/>	
13	Fall Protection	<input type="checkbox"/>	<input type="checkbox"/>	
14	Other	<input type="checkbox"/>	<input type="checkbox"/>	
15	EMPLOYEES DONNED ALL APPROPRIATE PPEs ON THE JOB?	<input type="checkbox"/>	<input type="checkbox"/>	
C	<u>SAFETY DEVICES & EQUIPMENT:</u>	YES	NO	N/A
16	WAS EMPLOYEES PROVIDED WITH THE REQUIRED SAFETY DEVICES ?	<input type="checkbox"/>	<input type="checkbox"/>	
17	WAS ALL SAFETY & EQUIPMENT IN GOOD CONDITION?	<input type="checkbox"/>	<input type="checkbox"/>	
18	Noisy Tester	<input type="checkbox"/>	<input type="checkbox"/>	
19	Switch stick	<input type="checkbox"/>	<input type="checkbox"/>	
20	Grip All Stick	<input type="checkbox"/>	<input type="checkbox"/>	
21	Slings and Rigggin Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
22	Short & Ground	<input type="checkbox"/>	<input type="checkbox"/>	
23	Traffic Cones	<input type="checkbox"/>	<input type="checkbox"/>	
24	Men At Work Sign	<input type="checkbox"/>	<input type="checkbox"/>	
25	LOTO Hardware	<input type="checkbox"/>	<input type="checkbox"/>	
26	PTW Booklet	<input type="checkbox"/>	<input type="checkbox"/>	
27	Tailboard Booklet	<input type="checkbox"/>	<input type="checkbox"/>	
28	Other	<input type="checkbox"/>	<input type="checkbox"/>	
D	<u>RISK ASSESSMENT (TAILBOARD,SAFETY PLAN & PTW)</u>	YES	NO	N/A
29	WAS TAILBOARD MEETING CONDCUTED ?	<input type="checkbox"/>	<input type="checkbox"/>	
30	WAS TAILBOARD PROPERLY COMPLETED & ALL HAZARDS IDENTIFIED?	<input type="checkbox"/>	<input type="checkbox"/>	
31	DID ALL EMPLOYEES SIGN ON THE TAILBOARD FORM TO START WORK?	<input type="checkbox"/>	<input type="checkbox"/>	
32	DID ALL EMPLOYEES SIGN OFF THE TAILBOARD FORM WHEN WORK COMPLETE?	<input type="checkbox"/>	<input type="checkbox"/>	
33	DID THE WORK CREW COMPLY WITH PTW REQUIREMENT?	<input type="checkbox"/>	<input type="checkbox"/>	
34	WAS A SAFETY PLAN DONE OR SUBMITTED FOR PROJECT OR NON ROUTINE WORK?	<input type="checkbox"/>	<input type="checkbox"/>	
35	WAS A SAFETY RISK ASSESSMENT DONE FOR THE PROJECT OR NON ROUTINE WORK?	<input type="checkbox"/>	<input type="checkbox"/>	
36	DID THE CONTRACOR COMPLY WITH SAFETY PLAN FOR FOR PROJECT OR NON ROUTINE WORK?	<input type="checkbox"/>	<input type="checkbox"/>	
37	DID THE CONTRACTOR PARTICIPATE IN (PREP) WORK ACTIVITIES FOR THE PROJECT /NON ROUTINE JOB?	<input type="checkbox"/>	<input type="checkbox"/>	

JAMAICA PUBLIC SERVICE CO. LTD.

TO: FROM: P.O. # JOB REF. No TYPE OF WORK/SERVICE:	DATE: CONTRACTOR: CONTRACTOR FOREMAN:
--	--

SCOPE OF WORK/SERVICE:

Score

--

		YES	NO	N/A
E	<u>BBSO, AUDIT & INSPECTIONS</u>			
38	DID THE CONTRACTOR CONDUCT ANY SAFETY AUDIT/INSPECTION FOR THE JOB?			
39	STATE THE NUMBER OF SAFETY AUDIT OR INSPECTION DONE FOR THE JOB			
40	DID THE CONTRACTOR CONDUCT ANY BBSOs FOR THE JOB?			
41	STATE THE NUMBER OF BBSOs DONE FOR THE JOB			
F	<u>VEHICLE:</u>			
42	WERE VEHICLE(S) /TRUCK(S) PROPERLY EQUIPPED			
43	WERE VEHICLE(S) /TRUCK(S) IN GOOD CONDITION?			
		YES	NO	N/A
44	WERE VEHICLE(S) /TRUCK(S) INSURED?			
45	WERE VEHICLE(S) /TRUCK(S) LICENCED?			
G	<u>ACCIDENT/DAMAGE TO PERSON OR PROPERTY</u>			
46	WAS THE JOB COMPLETED WITHOUT AN ACCIDENT?			
47	IF THERE WAS AN ACCIDENT, WAS THERE COMPLIANCE WITH INCIDENT/ ACCIDENT PROCEDURES?			
	STATE THE NUMBER OF ACCIDENTS ON THE JOB.			
	COMMENTS.....			
			
			
			
	DONE BY			
	DATE			
	SIGNATURE			
	NB. Score = (Sum of "Yes" / Total Sum of "Yes" +"No")*100			

Appendix F - Incident Investigation format

Supervisor's Accident Investigation Form

Company Name _____

Name of Injured Person _____

Date of Birth _____ Telephone Number _____

Address _____

Town _____ Parish _____

_____ (Circle
one) Male Female

What part of the body was injured? Describe in detail. _____

What was the nature of the injury? Describe in detail.

Describe fully how the accident happened? What was employee doing prior to the event? What equipment, tools being using? _____

Names of all witnesses:

Date of Event _____ Time of Event _____

Exact location of event:

What caused the event?

Were safety control(s) was in place and used? If not, what was wrong?

Employee went to doctor/hospital? Doctor's Name

Hospital Name

Recommended preventive action to take in the future to prevent reoccurrence.

Supervisor Signature

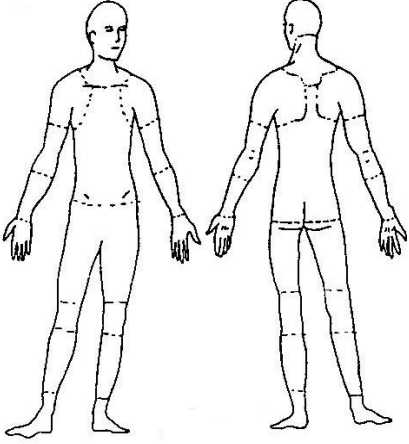
Date

Incident/Accident Investigation Report

Instructions: Complete this form as soon as possible after an incident that results in serious injury or illness. (Optional: Use to investigate an injury or near miss that *could have resulted in a serious injury or illness.*)

This is a report of a: <input type="checkbox"/> Death <input type="checkbox"/> Lost Time <input type="checkbox"/> Dr. Visit Only <input type="checkbox"/> First Aid Only <input type="checkbox"/> Near Miss	
Date of incident:	This report is made by: <input type="checkbox"/> Principal <input type="checkbox"/> Supervisor <input type="checkbox"/> Other _____

Step 1: Injured employee (complete this part for each injured employee)

Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Age:
Company:	Job title at time of incident:	
Part of body affected: (shade all that apply) 	Nature of injury: (most serious one) <input type="checkbox"/> Abrasion, scrapes <input type="checkbox"/> Amputation <input type="checkbox"/> Broken bone <input type="checkbox"/> Bruise <input type="checkbox"/> Burn (heat) <input type="checkbox"/> Burn (chemical) <input type="checkbox"/> Concussion (to the head) <input type="checkbox"/> Crushing Injury <input type="checkbox"/> Cut, laceration, puncture <input type="checkbox"/> Hernia <input type="checkbox"/> Illness <input type="checkbox"/> Sprain, strain <input type="checkbox"/> Damage to a body system: <input type="checkbox"/> Other _____	This employee works: <input type="checkbox"/> Regular full time <input type="checkbox"/> Regular part time <input type="checkbox"/> Seasonal <input type="checkbox"/> Temporary
		Months with this employer

Step 2: Describe the incident

Exact location of the incident:	Exact time:
What part of employee's workday? <input type="checkbox"/> Entering or leaving work <input type="checkbox"/> Doing normal work activities <input type="checkbox"/> During meal period <input type="checkbox"/> During break <input type="checkbox"/> Working overtime <input type="checkbox"/> Other _____	
Names of witnesses (if any):	

Number of attachments:	Written witness statements:	Photographs:	Maps / drawings:
------------------------	-----------------------------	--------------	------------------

What personal protective equipment was being used (if any)?

Describe, step-by-step the events that led up to the injury. Include names of any machines, parts, objects, tools, materials and other important details.

Step 3: Why did the incident happen?

Unsafe workplace conditions: (Check all that apply)

- Inadequate guard
- Unguarded hazard
- Safety device is defective
- Tool or equipment defective
- Workstation layout is hazardous
- Unsafe lighting
- Unsafe ventilation
- Lack of needed personal protective equipment
- Lack of appropriate equipment / tools
- Unsafe clothing
- No training or insufficient training
- Other: _____

Unsafe acts by people: (Check all that apply)

- Operating without permission
- Operating at unsafe speed
- Servicing equipment that has power to it
- Making a safety device inoperative
- Using defective equipment
- Using equipment in an unapproved way
- Unsafe lifting
- Taking an unsafe position or posture
- Distraction, teasing, horseplay
- Failure to wear personal protective equipment
- Failure to use the available equipment / tools
- Other: _____

Why did the unsafe conditions exist?	
Why did the unsafe acts occur?	
Is there a reward (such as “the job can be done more quickly”, or “the product is less likely to be damaged”) that may have encouraged the unsafe conditions or acts? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:	
Were the unsafe acts or conditions reported prior to the incident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have there been similar incidents or near misses prior to this one?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Step 4: How can future incidents be prevented?

What changes do you suggest to prevent this incident/near miss from happening again?

- Stop this activity
 Guard the hazard
 Train the employee(s)
 Train the supervisor(s)
- Redesign task steps
 Redesign work station
 Write a new policy/rule
 Enforce existing policy
- Routinely inspect for the hazard
 Personal Protective Equipment
 Other: _____

What should be (or has been) done to carry out the suggestion(s) checked above?

Step 5: Who completed and reviewed this form? (Please Print)

Written by:	Title:
Company:	Date:
Names of investigation team members:	
Reviewed by:	Title:
	Date:

Appendix F - Incident Investigation format

- I. Title Page
 - Date and Time of Incident:
 - Name of Incident:
 - Location of Incident:
- II. Investigator/Panel
- III. Executive Summary
 - A. Description of Incident
 - B. Summary of Findings
 - C. Recommended Corrective Actions
- IV. Incident Information
 - A. Description of Events
 - B. Chronological Course of Events
 - C. Immediate Actions Taken
 - D. Outside Agency Involvement
 - E. Plant/Equipment Status and Activities
- V. Investigative Information
 - A. Incident Scene Inspection
 - B. Witness Interviews
 - C. Job Procedure Evaluation
 - D. Document Review
- VI. Causal Analysis
 - A. Immediate (Primary) Cause(s)
 - B. Contributing (Secondary) Cause(s)
 - C. Root (Tertiary) Cause(s)
 - D. Additional (Non-Causal) Cause(s)
- VII. Potential Corrective Actions
 - A. Employee Level
 - B. Job Level
 - C. Facility Level
 - D. Administrative Level
 - E. Analytical Level
- VIII. Attachments
 - A. Photographs
 - B. Documents

Appendix G – Summary of Reports

Inspection & Audit Reporting			
Inspection/ Audit Reports	Fre- quency	Report Sched- ule	Medium
Jobsite Inspection-Maintenance Work	Daily	5 pm each day	JPS Assure Platform/ submit to Contract Manager & OHSE
Jobsite Inspection-Emergency Work	One per shift	5pm each day/end of shift	JPS Assure Platform/ submit to Contract Manager & OHSE
PPE & Safety Device Inspections	Weekly	Fridays at 5pm	JPS Assure Platform/ submit to Contract Manager & OHSE
Tools and Equipment Inspections	Weekly	Fridays at 5pm	JPS Assure Platform/ submit to Contract Manager & OHSE
Safety Observation	Daily	5 pm each day	JPS Assure Platform/ submit to Contract Manager & OHSE
Vehicle	Daily (Job site)	5 pm each day	JPS Assure Platform/ submit to Contract Manager & OHSE
Safety Management Audit	Quar- terly	Last Fri- day each quarter @ 5pm	Submit to Contract Manager & OHSE
Incident/ Accident Reporting			
Incident/ Accident Reports	Report Schedule		Medium
Notification - OHSE Incident/ Accident - Employee Injury (Recordable & First Aid), Near Miss, Public Accident, Motor Vehicle Accident	Immediately/ within 2 hours		Send electronic mail, text message, verbal or telephone to Contract Manager
Preliminary Incident/ Accident Report - OHSE Incident/ Accident - Employee Injury (Recordable & First Aid), Near Miss, Public Accident, Motor Vehicle Accident	Within 24 hours		Submit Preliminary Report (See Appendix D) to Contract Manager
Incident/Accident Investigation - OHSE Incident/ Acci-	With 5-10 days		Submit Accident/ incident Investigation Report (See Appendix F for Investigation Format) to Contractor Manager

dent - Employee Injury (Recordable & First Aid), Near Miss, Public Accident, Motor Vehicle Accident		
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Proof Training for workers outlined in Appendix C must be submitted to the Contractor Manager at the start of contract, renewal or when refresher is due and for new employees.

Appendix H- Safety Meeting Report Template

END OF DOCUMENT