



**Request for Proposals
For
The Provision of Services for the Disposal of
Hazardous Waste - PCB Oil Equipment and
other Materials**

RFP No. 981772

Table of Contents

1. INTRODUCTION	3
2. ABOUT JPS	3
3. PURPOSE OF THE RFP	4
4. DEFINITIONS	4
5. GENERAL INSTRUCTIONS TO BIDDERS	4
5.1. Points of Contact (POC).....	5
5.2. Communication Regarding the RFP	5
5.3. Period of Validity of Bids.....	5
5.4. Site Visit	5
5.5. RFP Amendment and Cancellation	6
5.6. Bid Withdrawal.....	6
6. CONFIDENTIALITY OF DATA	6
7. PREPARATION OF BIDS.....	6
7.1. Bid Format.....	7
7.2. Alternate/Addition to the Proposal.....	8
7.3. Final Reports	9
8. SUBMISSION OF BIDS AND SELECTION CRITERIA.....	9
8.1. Bid Response	9
8.2. Calendar of Activities.....	9
8.3. Late Bids.....	9
8.4. Bid Submission	9
8.5. Proposal Rejection	10
9. SELECTION PROCESS AND EVALUATION CRITERIA	10
9.1. Bid Evaluation Criteria.....	11
9.2. Determination of Responsive Bids	11
9.3. JPS Bid Evaluation Discretion.....	11
9.4. Bid Discrepancies.....	12
9.5. Right to Negotiate	12
9.6. Independent Price Determination	13
9.7. Written Clarification	13
9.8. Oral Presentation	13
10. CONTRACT AWARD	13
11. SCOPE OF WORKS	13

11.1. Equipment and Material for Disposal	13
11.2. Disposal Method.....	16
11.3. Methodology.....	17
12. SERVICE LEVEL STANDARDS	17
13. CONDITIONS OF CONTRACT	18
13.1. Period of Contract.....	18
13.2. Sub-Contracting	18
13.3. Warranties, Indemnification and Limit of Liability	18
13.4. Termination	18
13.5. Prices for Services.....	19
13.6. Terms of Payment	19
13.7. Force Majeure.....	19
13.8. Immigration and Customs	19
13.9. Tax Implications	20
13.10. Insurance	20
13.11. Environment, Health, Safety and Security.....	20
13.12. Accident Reporting	21
14. SERVICE LEVEL STANDARDS	21
14.1. Working Hours	21
14.2. Identification Cards.....	21
14.3. Dress Code	22
14.4. Authorized Drivers.....	22
14.5. Contractor Workforce Competence	22
14.6. Hurricane Protection	23
14.7. Staffing	23
15. GENERAL STATEMENT OF RESPONSIBILITIES.....	23
15.1. JPS Responsibility	23
15.2. Contractor’s Responsibility	23
15.3. Other Responsibilities.....	24
16. APPENDICES	25
16.1. Appendix 1 – Confidentiality and Non-Disclosure Agreement.....	26
16.2. Appendix 2 - General Information Sheet	35
16.3 Appendix 3 - Answer Sheet.....	36

1. INTRODUCTION

The Jamaica Public Service Company Limited hereafter referred to as JPS is seeking qualified contractors to provide services for the Disposal of Hazardous Waste – PCB Oil Equipment and other materials from our storage facilities located at Washington Boulevard and Hunts Bay in Kingston, Jamaica.

The Hazardous Waste is composed of:

- PCB Oil Equipment (drained or partially drained transformers and switches)
- PCB Oil contaminated rags, soil, etc.
- Ambient Air Monitoring Station Equipment - Radioactive material in Thermo Particulate Matter (PM10) analyser
- Mercury waste - broken measuring device (Bagged in sand and drummed)

2. ABOUT JPS

The Jamaica Public Service Company Limited (JPS) is located on the island of Jamaica in the West Indies. Jamaica lies 145 kilometres south of Cuba and 160 kilometres west of Haiti. Its capital city, Kingston, is about 920 kilometres southeast of Miami. At its greatest extent, Jamaica is 235 kilometres long, and it varies between 35 and 82 kilometres wide, with an area of 10,911 square kilometres. JPS is an integrated electric utility company, and the sole distributor of electricity in Jamaica. The Company is engaged in the generation, transmission and distribution of electricity, and purchases power from a number of independent power producers.

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

JPS serves over 600,000 residential, commercial and industrial customers, through a workforce of over of 1,400 employees and a network of offices throughout the island. The Company owns and operates 3 fossil-fuelled power stations, 8 hydroelectric plants, one Wind Farm, 54 Substations, and approximately 14,000 kilometres of distribution and transmission lines. 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 that indicates the JPS supply chain is secure, and that the JPS customs' procedures and policies are compliant. With this designation, JPS Warehouse and Procurement Teams are subject to audit and monitoring by Jamaica Customs.

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

3. PURPOSE OF THE RFP

Through this RFP, JPS aims to solicit proposals from qualified firms with the expertise, equipment and manpower to meet JPS' requirements for the proper disposal of the items containing >50 ppm PCB oil and other hazardous material, in full or part thereof.

4. DEFINITIONS

“Bidder, Consultant or Contractor” shall mean JPS's qualified service provider acting in the role of the prime contractor who responds with a proposal to this RFP.

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

“Services” means services ancillary to the disposal exercise.

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

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

“Delivery” means completion of Hazardous Waste Disposal including Certificate of Disposal.

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

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

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

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

5. GENERAL INSTRUCTIONS TO BIDDERS

The Bidder is expected to examine all instructions, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

5.1. Points of Contact (POC)

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

Names: Kolonje McKenzie
CC: Charmaine Shaw
Address: Jamaica Public Service Co., Ltd.
113 Washington Boulevard
Kingston 20, Jamaica
Email: komckenzie@jpsco.com **CC:** cshaw@jpsco.com

5.2. Communication Regarding the RFP

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

All communication and questions should be submitted electronically to the POC. In order to ensure consistency in the information provided to Bidders, responses to questions received will be communicated to all participants, without revealing the source of the inquiries.

Submitted bid 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. With reference to sections 5.1 and 8.2, queries should be submitted electronically, and should include:

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

5.3. Period of Validity of Bids

Bids shall remain valid for ninety (90) days after bid submission deadline. 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.

5.4. Site Visit

Persons tendering should, if they require, at their own expense, visit the work site and obtain for themselves, all information that may be necessary for preparing the Proposal. JPS will not be responsible for any expense or loss, which may be incurred by the Contractor in preparation of its Proposal.

5.5. 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 and will be binding on them.

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

JPS reserves the unilateral right to cancel or reissue the RFP at its sole discretion.

5.6. Bid Withdrawal

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

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.

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

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

7. PREPARATION OF BIDS

The Bidder is expected to examine all instructions, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or

submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

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

The Consultant's proposal shall consist of a technical and a financial component for the services. Fees and reimbursable expenses required to execute the work as described in this RFP should be included in the financial proposal. The Consultant should fully understand, that all costs associated with the preparation of the proposal as well as any costs involved in subsequent contract negotiations will not be reimbursed by JPS.

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

7.1. Bid Format

Bidder shall upload to two folders, namely Technical and Commercial. Bid Documents (documents to be submitted) shall include:

Documents required for your Technical Folder -

- Evidence of Establishment
- Regulatory proof of Company Registration and Incorporation
- Certificate of Good Standing
- Particulars of Directors/Partners
- List of Shareholder Interests, and the Registered Office of the Bidder
- Certified Copy of Jamaican or Country of Location Tax Registration Certificate

The following should be included in the prescribed order below:

- Bid should be sent under a cover letter signed by Director(s) of the Company
- General Information Sheet (Refer to **Appendix 2**)
- Work Plan with detailed description of how the project will be executed including a Health, Safety and Environmental Plan.
- Technical approach to perform the Scope of Work
- Scheduled and estimated time for completion of the Project.
- Any exceptions to the Project Objectives, Scope of Work or addition and/or alternatives
- List of references and list of similar projects for which services have been provided.

- A proposed managerial, supervisory and administrative organizational chart, together with an outline of each personnel's responsibilities.
- Certificate or Proof of Employers Liability Insurance, Professional Insurance, Public Liability, Third Party, Environmental/Pollution Insurance, etc.
- Last three years audited financial statement.

The proposal shall not be excessively verbose and must be described in no more than forty (40) pages, the methodology/approach for implementation proposed, which must include, the following:

- How the work will be organized through definition of activities and sub-activities.
- A brief description of support services to be used such as equipment and facilities or outside individuals/organizations that the Contractor proposes to use as sources of expertise and implementers.
- List and description of the test methods (be guided by the Regulations)
- An implementation schedule - the proposed test schedule
- Sampling and analytical procedures
- Quality assurance and quality control activities
- Reporting and data reduction

Documents required for your Commercial Folder -

Completed Answer Sheet to be uploaded detailing all charges associated with this project. Where GCT (Jamaican Tax) is applicable, a copy of a valid GCT Certificate must be included. Each conforming bid should contain each of the following items of information:

- a) Proposed total cost of carrying out the project should be broken down as follows:
 - Cost of Professional Services: defined as those payments made paid in Jamaican Dollars (JMD) or United States Dollars (USD) for foreign firms only to be paid for the level of effort on the project;
 - Reimbursable expenses: defined as out-of-pocket expenses directly related to the project work. Allowable expenses include: travel costs, transportation, etc.
 - Contingency: defined as a fixed percentage of the overall work.
 - The assumptions upon which fees and expenses are based shall be clearly presented by the Consultant.
- b) Bid Prices - Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account.
- c) Currency - International supplier should provide quote in USD, while local supplier should provide quote in JMD.

7.2. Alternate/Addition to the Proposal

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

7.3. Final Reports

The final reports must outline using maps, tables, diagrams, photographs or charts where appropriate or necessary, the results of the testing and evaluation.

8. SUBMISSION OF BIDS AND SELECTION CRITERIA

8.1. Bid Response

All responses must be in English Language. Your bid response must be presented in two (2) separate PDF files, namely Commercial and Technical. Note that the Commercial file will not be opened (or evaluated) if the technical requirements are not met. The deadline for submission of bids is **11:59 p.m. on November 26, 2024.**

8.2. Calendar of Activities

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP tender date	2024 September 25	JPS
Bidder submits questions on RFP (Final Date)	2024 October 17	Bidders
Final date to respond to all queries	2024 October 29	JPS
Bidder confirms their intention to bid	2024 November 5	Bidders
Access Granted to ShareFile	2024 November 11	JPS
Completion of RFP and deadline for upload of bids to JPS ShareFile	2024 November 25 at 11:59 p.m. (Eastern Standard Time)	Bidders
Closed Bid Opening	2024 November 26	JPS
Review and Evaluation of Bids	2024 December 12	JPS
Notification to short-listed bidders	2024 December 15	JPS
Post Tender Presentation & Negotiations to be completed	2024 December 29	JPS
Final selection and advise all bidders	2025 January 9	JPS
Contract / PO signing	2025 January 31	JPS

The Company may, at its discretion, extend this deadline for the submission of proposals, 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.

8.3. Late Bids

The Company reserves the right to accept or reject any bid received after the deadline for submission of bids prescribed by the Company, pursuant to Section 8.1.

8.4. Bid Submission

All proposals must be submitted electronically as follows:

- i. Using ShareFile by Citrix. All uploads will be confidential. Additional information on this software can be accessed by clicking the links below:
 - Basic Client Guide
<https://citrix.sharefile.com/share/view/s1bff52f8d434781a>
 - Training (video) <https://www.sharefile.com/support/training>
- ii. RFP Activities are guided by the dates stated in the Calendar of Events highlighted in Section 10.2. Accordingly, with these dates,
 - a) Section 7.2 provides Instructions to submit questions via email only
 - b) A combined response to questions will be shared with all bidders
 - c) Respondents must confirm their intention to bid in order to be setup in JPS ShareFile folder
 - d) Access to individual vendor folders will be given 1 week before the bid closes to eliminate any issues of bid uploading by RFP deadline.
 - e) Files must be accurately labelled/named. Commercial Information must be a separate file from your Technical Documentation.
 - f) ShareFile Access will be removed when the bid closes.

Only Electronic submissions will be accepted.

8.5. Proposal Rejection

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

Right of Rejection

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

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

JPS assumes no responsibility for delays.

9. SELECTION PROCESS AND EVALUATION CRITERIA

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

9.1. Bid Evaluation Criteria

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

TECHNICAL EVALUATION

Technical Factors	Score
Health, Safety and Environmental Plan - Demonstrated ability to conduct work in a safe and environmentally responsible manner.	Pass/Fail
Qualification and Experience <ul style="list-style-type: none"> - Feedback from References - Management Capabilities - Consultant's qualification and experience of staff in providing such work 	Pass/Fail
Responsive to the RFP and Methodology <ul style="list-style-type: none"> - Scope of Service proposed - Compliance with Environmental Regulations - Proposal preparation/presentation and response to details of the RFP completeness. 	Pass/Fail

COMMERCIAL EVALUATION

CRITERIA	Score (%)
Price – JPS is price sensitive, however, in evaluating fees, the Company will consider the best value versus cost or other factors such as expertise, level of service and professionalism.	90
Terms of payment	10
Total	100

9.2. Determination of Responsive Bids

The company will examine the bids to ensure conformance to all the instructions listed in the Instructions to Bidders. Omission of any of the requisite documentation will result in the bid being declared non-responsive and therefore rejected.

9.3. JPS Bid Evaluation Discretion

JPS at its discretion may:

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

9.4. Bid Discrepancies

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

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

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

9.5. Right to Negotiate

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

9.6. Independent Price Determination

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

9.7. Written Clarification

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

9.8. Oral Presentation

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

10. CONTRACT AWARD

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

11. SCOPE OF WORKS

General Requirements

The Consultant should possess the requisite expertise, equipment and all manpower to meet JPS' requirements to effectively, legally remove and dispose of all or part there of the tabulated hazardous waste including switches and transformer carcasses containing PCB oil and PCB oil contaminated materials such as test kits, rags, etc.

11.1. Equipment and Material for Disposal

The type of waste and quantity (based on actual counts and estimates in some cases) is shown in table below.

TYPES OF WASTE	UNIT MEASUREMENT	APPROXIMATE QUANTITY OF WASTE
Pad-mounted Transformers – PCB oil (empty)	each	7*
Pad-mounted Transformers – PCB oil	each	10
PCB contaminated miscellaneous (sawdust, spill pads, test kits, etc.)	55-USG drums	14
Switch Banks (PCB oil)	each	3
Mercury waste - broken measuring device (Bagged in sand and drummed)	55-USG drum	1
Ambient Air Monitoring Station Equipment hazardous waste - Radioactive material in Thermo Particulate Matter (PM10) analyser	analyser unit	1
Notes: * 2 located at Hunts Bay Power Station’s old switch yard (de-energised)		

Some PCB transformers and Switches



1st PCB Transformer at Hunts Bay – oil already drained (N.B. Area is de-energized)



2nd PCB Transformer outlined in red at Hunts Bay – oil already drained (N.B. Area is de-energized)



11.2. Disposal Method

The disposal method requested is to ensure that no hazardous waste materials or process materials remain on island with JPS to facilitate any storage or disposal. JPS is familiar with packaging and shipment of PCB waste to an approved licenced waste management facility located in a country subject to the provisions of the Basel Convention. It is the responsibility of the contractor to obtain all the required approvals, environmental permits and other, arrange for proper disposal, transportation, shipment of the wastes and obtain a certificate of disposal/destruction. The Certificate of Disposal/ Destruction shall be sent to JPS Project Manager.

11.3. Methodology

The proposal shall describe in detail the methodology proposed which must include, as appropriate, the following: how the work will be organized for this project through the definition of activities and sub-activities to be performed and outputs to be achieved by assigned staff. The methodology should describe how each category of hazardous waste will be treated on-site at JPS facilities in Jamaica and how it will be handled and disposed of at the selected disposal facility. Project activities are those given in the Scope of Work for this project, and sub-activities are those undertakings required to achieve the objectives of each activity. The Contractor must indicate the sources of the expertise it proposes to draw upon and the arrangements, contractual or otherwise, that will be made to secure these services.

A summary of how the progress reporting and quality control over the work will be managed should be included. A brief description of support services to be used (such as equipment and facilities where necessary) or outside individuals/organizations that the Contractor proposes to use as sources of expertise, information and data.

Detailed implementation and payment schedules are to be included.

12. SERVICE LEVEL STANDARDS

The Contractor shall operate in compliance with the standards of environmental international treaties and conventions signed by the Government of Jamaica (particularly related to Hazardous Waste Management & Transboundary Movement), National Environment and Planning Agency (NEPA), Occupational Safety and Health Administration (OSHA), United States Environmental Protection Agency (USEPA) Standards, World Health Organization (WHO) Standards, World Bank Standards and JPS Standards/Procedures for Environmental as well as Occupational Health and Safety.

The Contractor shall maintain and operate its factory facility in accordance to the Safety and Environmental regulations applicable in the country where the factory is located. For Jamaican contractors, this shall be NEPA and the Factory Laws.

In the event the Contractor needs to perform any works on the JPS' premises, the Contractor shall keep the work site clean and free of all debris. All tools and equipment used on the work site by the Contractor shall be removed from the JPS site within ten (10) calendar days of completing the work on site unless otherwise extended in writing by JPS.

All Contractor employees and sub-contractors shall wear the requisite Personal Protective Equipment (PPE) at all times while working on the JPS compound. They are also required to attend a JPS Safety orientation prior to start of works.

The Contractor shall notify the JPS Project Manager of all tool, equipment and motor vehicle that will be carried to the JPS site, three (3) days prior to bringing such equipment onto the JPS site.

The Contractor shall bring to the attention of the JPS Project Manager all non-conformance issues within thirty days of such occurrence.

13. CONDITIONS OF CONTRACT

13.1. Period of Contract

The duration of the contract will be for a period of eighteen (18) months from the date of award of the contract.

13.2. Sub-Contracting

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

13.3. Warranties, Indemnification and Limit of Liability

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

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

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

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

13.4. Termination

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

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

- The JPS may by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience by giving thirty (30) calendar days' notice. The notice of termination shall specify that termination is for the JPS's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Liquidated Damage.
- If the Supplier fails to perform any of the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to two percent (2.5%) of the delivered price of the unperformed Services for each week of delay until actual performance, up to a maximum deduction of fifteen percent (15%) of the delayed Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract

13.5. Prices for Services

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

13.6. Terms of Payment

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

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

13.7. Force Majeure

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

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

13.8. Immigration and Customs

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

13.9. Tax Implications

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

13.10. Insurance

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

- i. **Public Liability Insurance**
For personal injury, death or property damage arising from accidents during the performance by the Contractor of its obligations under the proposed service a minimum limit of indemnity of \$10,000,000 Jamaican or the USD equivalent for any one event or period.
- ii. **Employers Liability insurance**
Covering all employees and casual workers and with an Indemnity to Principal extension with a minimum limit of indemnity of \$10,000,000 Jamaican or USD equivalent for any one event or period.
- iii. **Motor Insurance**
Covering any and all vehicles and trailers that are used to carry out the contract with a minimum limit of indemnity of \$10,000,000 Jamaican or USD equivalent for any one event or period.
- iv. **Environmental Pollution Insurance**
Covering any and all losses and/or damages that might include claims for bodily injury, property damage and clean-up costs from pollution incident with a minimum limit of indemnity of \$10,000,000 Jamaican or USD equivalent for any one event or period.

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

13.11.Environment, Health, Safety and Security

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

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

The Safety Briefing shall entail:

- Purpose of the Job

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

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

It is incumbent upon the Contractor and subcontractors not to have an environmental incident. In the event of an incident, it shall be reported to Project Manager and addressed/remedied immediately.

13.12. Accident Reporting

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

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

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

14. SERVICE LEVEL STANDARDS

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

14.1. Working Hours

JPS will provide access to the work site as needed to perform the work for contractor equipment setup. Official access to the area will be made available five (5) days per week: 08:00 am to 05:00 p.m., Mondays to Fridays. No work shall be conducted outside of the normal working hours without prior written consent from the JPS Project Manager. The Contractor shall provide at least two (2) days advance notice to the JPS Project Manager so as to enable the JPS to make arrangements as may be necessary.

14.2. Identification Cards

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

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

- b) Employee's name.

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

14.3. Dress Code

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

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

- Shorts or capris
- Short skirts
- Sleeveless shirts or blouses
- Clothing that contain advertisements for tobacco, alcohol or drugs
- Clothing that contain pictures or graphics of nudity; words that are profane, lewd, vulgar, or indecent
- Halter or bare midriff tops, or bare midriffs
- Spaghetti straps or tank tops
- Strapless shirts or tube tops
- Pants, slacks or jeans that sag below the waist to show underwear or skin
- Underpants or bras showing or worn as outerwear
- Provocative, revealing attire that exposes cleavage
- Shirts and blouses worn outside of pants or skirt
- Dangling jewellery
- Nose rings
- Slippers

14.4. Authorized Drivers

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

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

14.5. Contractor Workforce Competence

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

The following actions are prohibited:

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

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

14.6. Hurricane Protection

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

14.7. Staffing

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

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

15. GENERAL STATEMENT OF RESPONSIBILITIES

15.1. JPS Responsibility

JPS will provide the items listed below:

1. JPS will provide support as needed to the Contractor to obtain governmental approvals.
2. JPS will provide access to site as needed to perform the work for contractor equipment and materials setup. Official access to the area will be made available 9 hours per day, 5 days per week. Request for access outside of normal business hours can be made on a case-by-case basis outlining reasons for the specific request.
3. JPS will provide a suitable lay-down area for the contractor to perform its work.
4. JPS will designate a Project Manager that will serve as a single point of contact for all contractor questions, communications, and requests.

15.2. Contractor's Responsibility

1. The Contractor is responsible for all documentation required and costs to obtain all requisite work permits required to execute this project. Although it is the responsibility

of the contractor to obtain any governmental approvals, work permits for employees, import approvals, customs clearances, fees, etc.

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

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

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

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

15.3. Other Responsibilities

1. The Contractor shall be subject to the laws and requirements of Jamaica.
2. The Contractor is responsible for obtaining necessary visas and work permits for employees.
3. The Contractor shall comply with all JPS environmental and safety requirements.
4. Time is of the essence. The Contractor shall complete the work as quickly as possible.
5. Insurance, including but not limited to environmental impairment liability insurance.

16.APPENDICES

16.1. Appendix 1 – Confidentiality and Non-Disclosure Agreement

CONFIDENTIALITY & NON- DISCLOSURE AGREEMENT

This CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (this "**Agreement**") made the day of _____, 2024 between **JAMAICA PUBLIC SERVICE COMPANY LIMITED**, a Company incorporated under the laws of Jamaica with its registered office at 6 Knutsford Boulevard in the Parish of St. Andrew, Jamaica (hereinafter called "**JPS**"); and **[NAME OF ENTITY]**, a Company incorporated under the laws of **[INSERT JURISDICTION UNDER WHICH ENTITY WAS ORGANISED/INCORPORATED]** with its registered office at **[INSERT LOCATION OF REGISTERED OFFICE]** (hereinafter called the "**Counterparty**"). Each of JPS and Counterparty may be referred to as "**Party**" or collectively as "**Parties**".

WHEREAS

- a. JPS is licensed to generate, transmit, distribute and supply electricity for public and private purposes throughout the island of Jamaica.
- b. Counterparty is a **[INSERT NATURE OF THE BUSINESS OF THE COUNTERPARTY]**.
- c. The Parties have expressed a willingness to provide Confidential Information (as hereinafter defined) solely to facilitate the **[INSERT THE DESCRIPTION OF THE SUBJECT MATTER OF THE NDA]** (hereinafter called the "**Transaction**"), on condition that such information shall be treated by the other Party as confidential.
- d. The Parties have been advised that the information to be provided by and or obtained in relation to the other Party will be treated in a confidential manner, and the Parties wish to enter into this Agreement to protect and safeguard the confidentiality of that information.

Now therefore in consideration of the above premises, mutual promises, other consideration not mentioned, the sufficiency of which is accepted, IT IS HEREBY AGREED as follows:

1. Definitions.

"**Confidential Information**" shall mean all information, data or material, disclosed before, on or after the date of this Agreement (in whatever form whether orally or in written, electronic, recorded or other format including, but not limited to, computer files, diskettes, voicemail, or email) relating to the Disclosing Party or its Representatives (as hereinafter defined) or the Transaction including business plans, customers, pricing, strategies, trade secrets, knowhow,

operations, finances, assets, technology including but not limited to hardware and software, methodologies or any other information, whether tangible or intangible that may be directly or indirectly disclosed to the Receiving Party or its Representatives by the Disclosing Party or its Representatives in the course of the Parties' discussions regarding the Transaction.

"Confidential Material" shall mean all analyses, compilations, hardware, software, studies or other documents or records prepared by the Receiving Party or its Representatives to the extent such analyses, compilations, studies, documents or records contain or are generated from Confidential Information.

"Disclosing Party" shall mean the Party disclosing Confidential Information to the other Party under this Agreement.

"Person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.

"Protected Information" shall mean Confidential Information together with Confidential Material.

"Receiving Party" shall mean the Party to whom Confidential Information is disclosed under this Agreement.

"Representatives" shall mean, with respect to either Party hereto:

- (i) the officers, directors, employees, partners, members of such Party and its affiliates;
- (ii) its professional advisors (including, without limitation, financial advisors, legal counsel and accountants) or consultants who are engaged to advise that Party in connection with the Transaction;
- (iii) the agents, contractors and sub-contractors engaged by that Party in connection with the Transaction; and
- (iv) controlling persons.

"Term" means the duration of this Agreement as set out in Clause 3.

2. Exclusions to Definition of Confidential Information. Notwithstanding the definition of Confidential Information set forth in Clause 1, Confidential Information does not include:

- (i) information which is now in the public domain, or which later enters the public domain, through no action by the Receiving Party or its Representatives in violation of this Agreement;
- (ii) information which the Receiving Party can demonstrate was already in its possession at the time of its disclosure hereunder, and which was not acquired, directly or indirectly, from the Disclosing Party in violation of this Agreement;

- (iii) information which is independently developed by the Receiving Party without reference to, or the use of, any Confidential Information;
- (iv) information which is lawfully received from a source other than the Disclosing Party under circumstances not involving, to the Receiving Party's knowledge, any breach of any confidentiality obligation to the Disclosing Party; or
- (v) information approved for disclosure or release by the Receiving Party by written authorization from the Disclosing Party. Authorization shall be specifically communicated and shall not be inferred.

3. Term. This Agreement shall be in effect for a period of **two (2) years** from the date set forth above. Notwithstanding the termination of discussions concerning the Transaction or the return or destruction of Protected Information, the Receiving Party and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder for the term hereof on the terms and conditions set forth herein. This Agreement shall not merge with, or be terminated or superseded by, any future agreement between the Parties unless such agreement specifically so provides.

4. Restrictions on Disclosure of Protected Information. Subject to Clause 9 of this Agreement, the Receiving Party shall keep the Protected Information confidential and, without the prior written consent of the Disclosing Party, shall not disclose or reveal it to any Person. Notwithstanding the foregoing, the Receiving Party may disclose Protected Information to its Representatives (i) who need to receive, review and consider the Protected Information for the purpose of the Transaction and (ii) who are bound to preserve the confidentiality of such Protected Information.

5. Limitations on Use. The Receiving Party and its Representatives shall use the Protected Information solely for the purpose of the Transaction and for no other purpose.

6. Representatives. The Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives to whom the Receiving Party disclosed Protected Information.

7. Ownership. The Receiving Party agrees that the Disclosing Party (or an affiliate, as applicable) is and shall remain the exclusive owner of the Protected Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. Neither this Agreement nor the conveying of Confidential Information hereunder shall be construed as granting or conferring any rights by licence or otherwise in any intellectual property provided to the Receiving Party under this Agreement.

8. Return or Destruction of Protected Information. At any time upon the written request of the Disclosing Party, unless otherwise permitted by the final sentence of this *Clause 8*, the

Receiving Party shall promptly:

- (i) either return to the Disclosing Party, or (if the Receiving Party so elects) destroy, all Confidential Information in the possession of the Receiving Party or its Representatives without retaining any copies; and
- (ii) destroy all Confidential Material in the possession of the Receiving Party or its Representatives without retaining any copies; *provided, however*, that in lieu of destroying all Confidential Material, the Receiving Party shall be permitted to hold such Confidential Material, subject to the confidentiality obligations and other obligations of this Agreement.

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

Notwithstanding the foregoing requirements of this Clause 8, the Receiving Party and its Representatives may retain copies of the Protected Information for the purpose of defending any claim related to this Agreement in existence or imminent at the time of the request from the Disclosing Party or any transaction related hereto or as may be required in accordance with its or their respective legal, compliance and/or automated backup archiving practices.

9. Required Disclosures. Promptly upon learning that it may or will be legally compelled to disclose Protected Information (whether by interrogatories, subpoenas, civil investigative demands or otherwise) or is requested to disclose Protected Information by a governmental authority or agency, the Receiving Party shall (to the extent reasonably practicable and legally permissible to do so) notify the Disclosing Party and keep the Disclosing Party well-informed of any developments with respect to that compulsion or request. When time is of the essence, the Receiving Party may provide notice or updates orally, but must follow these communications with written summaries. The Receiving Party will, at the Disclosing Party's expense (to the extent reasonably practicable and legally permissible to do so), cooperate with the Disclosing Party to enable the Disclosing Party to seek a protective order or other similar relief or to narrow the scope of such legal compulsion or request. If, in the opinion of its legal counsel and in the absence of a protective order or waiver, the Receiving Party is legally compelled to disclose Protected Information, the Receiving Party will disclose only so much of the Protected Information as, in the opinion of its legal counsel, is legally required. In any such event, the Receiving Party agrees

to use good faith efforts to ensure that all Protected Information that is so disclosed will be accorded confidential treatment. Notwithstanding the foregoing, the Receiving Party or its Representatives shall each be permitted to disclose Protected Information or any portion thereof without notice to the Disclosing Party upon the routine request of any government or regulatory body having or claiming to have authority to regulate or oversee any aspect of the Disclosing Party's or such Representative's business or that of its or their affiliates, provided that the Disclosing Party or such Representative shall advise the governmental or regulatory body of the confidential nature of such information; provided, further, that in the event the Receiving Party or such Representative makes such disclosure, it shall thereafter notify the Disclosing Party that such disclosure has occurred.

10. No Representations or Warranties Concerning Confidential Information. The Receiving Party acknowledges that (unless otherwise expressly stated in documentation signed by the Disclosing Party) neither the Disclosing Party nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information, and the Receiving Party agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or any of its Representatives relating to or arising from its or their use of any Confidential Information or from any errors therein or omissions therefrom.

11. Remedies. The Receiving Party acknowledges that the improper disclosure or use of the Protected Information could cause irreparable harm to the Disclosing Party and that money damages may be an inadequate remedy for breach of this Agreement. In the event of any breach or threatened breach by the Receiving Party (or its Representatives), the Disclosing Party shall be entitled to seek injunctive and other equitable relief, without proof of actual damages, to prevent the unauthorized disclosure or use of Protected Information and the Receiving Party shall not plead in defense thereto that there would be an adequate remedy at law, and the Receiving Party waives any applicable right or requirement that a bond be posted by the Disclosing Party. Each Party agrees to indemnify and hold the other Party harmless from any direct, out-of-pocket losses, damages, costs or liabilities (including reasonable legal fees and the reasonable cost of enforcing this Agreement, but excluding any claims for indirect, consequential, lost profit, special or punitive damages) arising out of or resulting from a breach by it or its Representatives of any of the provisions of this Agreement.

12. No Obligation to Proceed. Neither Party has any obligation to disclose Confidential Information to the other Party. Either Party may, at any time, (i) cease giving Confidential Information to the other Party without liability and/or (ii) request in writing the return, destruction and/or holding of Protected Information pursuant to Clause 8.

13. No Obligation or Joint Venture. The Parties hereto understand and agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement concerning the Transaction (other than this Agreement) shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to pursuing or consummating such Transaction by virtue of this or any written or oral expression

thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. This Agreement neither obligates a Party to deal exclusively with the other Party. Either Party may terminate consideration and discussion of the Transaction at any time and for any reason whatsoever, and the terminating Party shall have no liability to the other Party by reason of the termination; provided, however, that such termination shall not affect the restrictions on disclosure detailed in this Agreement.

14. Independent Review. Each Receiving Party agrees to assume full responsibility for all conclusions that it derives from its review of the Confidential Information.

15. Publicity. Neither Party will use any logo, trademark, design, mark or any distinguishing feature of the other Party in any manner (including, without limitation, in any advertising or promotional material) without the express prior written authorization of such other Party, which may be arbitrarily withheld.

16. Nondisclosure of Existence of Negotiations. Without the prior written consent of the other Party, or except, as legal counsel advises may be required by applicable law or regulation, each Party shall not disclose to any Person, other than its Representatives (in connection with such Representatives' facilitation of the Transaction), that (i) the Confidential Information has been disclosed to the Receiving Party, or (ii) Confidential Material has been generated by the Receiving Party, or (iii) discussions or negotiations are taking place between the Parties regarding the Transaction, including, without limitation, the status of such discussions or negotiations. Notwithstanding anything to the contrary, this Clause 16 shall not prevent the Receiving Party from disclosing the fact that these discussions are taking place or other facts with respect to such discussions (including the status thereof or the fact that Confidential Information has been made available to it), to any financial institution, equity investor or other source or potential source of financing (a "**Financing Source**") for the Transaction (it being understood that (a) each such Financing Source shall be informed by the Receiving Party of the confidential nature of the Confidential Information and shall be directed by the Receiving Party to treat all of the Confidential Information confidentially and not use it other than for the purposes of evaluating the Financing of the Transaction; and (b) in any event, the Receiving Party shall be responsible for any breach of this Agreement by any Financing Source.

17. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any previous agreements, whether written or oral, pertaining to such subject matter.

18. Amendment. This Agreement may only be amended by a written document signed by both Parties.

19. No Waiver. No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing, signed by the Party waiving the provision or the breach hereof. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach hereof. It is further agreed that no failure or delay by a Party in exercising

any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

20. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

21. Binding. This Agreement shall be binding upon the Parties and upon their respective successors and permitted assigns.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Jamaica. The Parties agree that any suit, action or proceedings in relation to any manner pertaining to this Agreement shall be brought in Jamaica. *The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Jamaican Courts and hereby waive any claim that Jamaica is an inconvenient forum or that Jamaica's courts do not have jurisdiction.*

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which will constitute a single instrument. Electronic and facsimile signatures shall be deemed original and binding signatures.

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

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound by the provisions of this Agreement, has caused its duly authorized representative to execute this Agreement.

Jamaica Public Service Company Limited

By: _____

Name: _____

Title: _____

Date: _____

[INSERT NAME OF ENTITY]

By: _____

Name: _____

Title: _____

Date: _____

16.2. Appendix 2 - General Information Sheet

General Information

Name of Organization: _____

Address: _____

Key Contact: _____

Title: _____

Telephone Numbers: _____

Email Address: _____

16.3 Appendix 3 - Answer Sheet

END OF DOCUMENT