



January 15<sup>th</sup> , 2025

**JPS Request for Proposal # 979899\_2:  
Sale of Retired Generating Units**

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>

Observing the stated deadline for submission of proposals,

- 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 Share-File 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.

**DIRECTORS:**

DAMIAN OBIGLIO (CHAIRMAN)

NADANI CHUNG

MINNA ISRAEL

HON. CHARLES JOHNSTON, C.D.

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**Jamaica Public Service Company Limited**

**Request for Proposals  
For Services to Support**

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**SALE OF RETIRED GENERATING UNITS**

**RFP# 979899\_2**

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## **1.1 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 purchases power from seven independent power producers (IPP). JPS assets include conventional thermal plants (506 MW), hydro and wind (32.12 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, 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 received the “Letter of Notification (LON) from the Ministry of Science Energy and Technology (MSET) dated July 27, 2022, for the replacement of 171.5MW of aged generating assets. This is in keeping the Right of First Refusal (ROFR) for the replacement of these assets.

To satisfy the retirement and decommissioning of this tranch of 171.5 MW Power Plant facility, JPS is proposing to sell these assets in a state of “useful operating condition.” Therefore, JPS is seeking Request for Proposals (RFPs) from qualified firms who are interested in procuring these assets “As Is Where Is”.

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.

### **Objectives**

The purpose of this RFP is to identify reputable interested entities in the market that will purchase these assets upon retirement. The cost estimates provided will aid in the costs

estimates for demolition, environmental remediation, and salvage value for the decommissioning exercise. The cost estimates will be utilized to support JPS rate case submission to the Office of Utilities Regulation.

The purpose of this RFP is to solicit proposals for the purchase of Gas Turbines 3, 6, 7 and 9 at the Bogue Power Station as well as Gas Turbines 5 and 10 at Hunts Bay Power Station.

### ***Generating Assets for Retirement***

The plants for which this RFP consist of Gas Turbines at the Hunts Bay and Bogue Power Plants in Kingston and Montego Bay respectively. Hunts Bay: (GT#5 and GT#10) and at Bogue Power Plant (GT3, GT6, GT7, GT9), totaling 131.5 MW. JPS is currently in the development phase of a 171.5MW, power facility to replace assets that will be due for retirement over the next three to four years.

### **Purpose**

The purpose of this RFP is to identify reputable interested entities in the market that will purchase these assets upon retirement. The cost estimates provided will aid in the costs estimates for demolition, environmental remediation, and salvage value for the decommissioning exercise.

### **Geography of Jamaica**

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

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

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

rainfall is 196 centimeters per year.

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

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

### **Terms of Agreement**

All work carried out under this Contract shall be of the highest standard and carried out by competent and qualified personnel.

- Comply with all applicable Government of Jamaica (GoJ) and JPS protocols
- Contractor shall ensure that all work complies with Jamaican Law.

## **1.2 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 purchase of the units as outlined herein.

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

**“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.

**“In Writing”** means communicated in written form and delivered against receipt; except where the context requires otherwise. Words indicating the singular also include the plural and words indicating the plural also include the singular

## 2.0 GENERAL INSTRUCTIONS TO BIDDERS

- The Seller will be the sole source of information regarding clarifications, interpretations, corrections, supplemental data, or changes to the Request for Proposal.
- Bidders are required to carefully examine and understand the Request for Proposal and seek clarifications prior to submission of proposals, if required, to ensure that they have understood the Request for Proposal.

### 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:**           **Ms. Alexa Brown**  
                          **Mr. Aldeen Morris**

[agbrown@jpsco.com](mailto:agbrown@jpsco.com)

cc: [apmorris@jpsco.com](mailto:apmorris@jpsco.com)

**Email Subject:** JPS RFP # 979899\_2 Sale of Retired Generating Units

### 2.2 Communication Regarding the RFP

Unauthorized communication 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 Offers**

Offers shall remain valid for *ninety (90) days* after submission. An offer valid for a shorter period may be rejected by the Company as non-responsive. In exceptional circumstances, the Company may solicit 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 proposals, 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 Offer Withdrawal**

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

## **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 will be required to agree to and execute the Confidentiality agreement.

## **3.0 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**

## **3.3 Cost of Proposal Preparation**

The Bidder shall bear all costs associated with the preparation and submission of its offer, 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 Bidder may be a natural person, private entity, government-owned entity or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture or association (JVA).

A Bidder, and all parties constituting the Bidder, may have the nationality of any country.

A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related Services.

### **3.5 Planning & Master Schedule**

Bidder shall provide a fully detailed Project Execution Plan (PEP) to demonstrate to the Seller that Bidder clearly understands all aspects of the of the requirements for the removal of all Gas turbines from JPS sites and has the resources and full capability to complete the Works within the required schedule.

Bidder shall additionally provide a similar preliminary PEP for each subcontractor where responsibility for execution of particular aspects of the Works has been delegated by the Bidder.

### **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.

### **3.7 Fraud and Corrupt Practices**

JPS requires that bidders, suppliers, contractors, consultants and concessionaires (including their respective officers, employees and agents), adhere to the highest ethical standards, and report to the (JPS) all suspected acts of fraud or corruption of which they have knowledge or become aware both during the Bidding Process and throughout negotiation or execution of a contract.

The definitions of actions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the JPS shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. In pursuit of this policy, JPS:

- (a) defines, for the purpose of this provision the terms set forth below as follows:

i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of JPS and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;

iii. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Seller, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and

iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selling process or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

### **3.8 SCOPE OF WORKS**

- I. The Bidder shall undertake the purchase of 131.5 MW of Gas Turbine Units (Retired) as described in Table 1 below. The unit will be sold as “Retired and Useful Assets” on the basis of "Sale as is, where is," with the stipulation that the purchaser (Bidder) assumes responsibility for dismantling the respective unit or sets of units.
- II. The Bidder shall provide a technical action plan indicating how the units will be disposed of, considering that the units are will be retired as useful assets.
- III. The Bidder shall take the requisite environmental precautions to ensure that there will be no environmental incident/s that will cause any negative environmental impacts to the facility.
- IV. The bidder shall propose the full costs for dismantling, removal, transportation and any other costs associated with the disposal of these assets.
- V. All spare parts in inventory at the time of retirement of the units will be treated as stranded assets at which time an assessment will be done by JPS and the parts be made available for sale to prospective bidders.
- VI.

- VII. The bidder shall propose the most reasonable market prices using the USA as the market environment as reference.
- VIII. The bidder shall provide pricing for the units to be sold as a complete unit with all its major components
- IX. The bidder shall also provide a separate pricing for the unit to be disassembled and sold major components such as the Gas generator and Power Turbine amongst other components at current market value.
- VII JPS will be responsible for environmental remediation activities, demolition of structure and disposal of any other remaining components relating to the units.

JPS GENERATION THERMAL ASSET FOR RETIREMENT												
POWER PLANT	UNITS	TECHNOLOGY TYPE	CAP (MW)	EXISTING CAPACITY	COMMISSIONED DATE	RETIREMENT DATE	DUTY	TURBINE/PRIME MOVER	MODEL TURBINE	GENERATOR	STATUS	FUEL TYPE
HUNTS BAY	GT #5	Gas Turbine	21.5	21.5	1973	2026	Peaking	Combustion	John Brown	Brush	In Service	ADO
	GT #10	Gas Turbine	32.5	32.5	1993	2026	Peaking	Combustion	GE	GE/Elin	In Service	ADO
BOGUE	GT #3	Gas Turbine	21.5	21.5	1972	2026	Peaking	Combustion	John Brown/GE FR5	Brush	In Service	ADO
	GT #6	Gas Turbine	18	18	1990	2026	Peaking	Combustion	Prat & Whitney FT4A9	Westinghouse	In Service	ADO
	GT #7	Gas Turbine	18	18	1990	2026	Peaking	Combustion	Prat & Whitney FT4A11	Westinghouse	In Service	ADO
	GT #9	Gas Turbine	20	20	1992	2026	Peaking	Combustion	Prat & Whitney FT4C1D	EMC	In Service	ADO

**Table 1: Plants to be retired 131.5MW of Gas Turbine Units**

**4.0 SUBMISSION OF BIDS AND SELECTION CRITERIA**

**4.1 Bid Response**

All responses must be in English Language. The deadline to upload bids is **11:59p.m (Jamaica Local Time). on Friday January 31<sup>st</sup>, 2025.**

<b>RFP CALENDAR</b>		
<b>ACTIVITY</b>	<b>DUE DATE</b>	<b>RESPONSIBILITY</b>
RFP date	January 15 <sup>th</sup> 2025	JPS
Bidder submits questions on RFP	January 20 <sup>th</sup> 2025	Bidder
Final date to respond to all queries	January 22 <sup>nd</sup> 2025	JPS
Bidder confirms intention to bid	January 23 <sup>rd</sup> 2025	Bidder
Confirmed Bidder given Shared file access to upload bid	January 24 <sup>th</sup> 2025	Bidder
Completion of RFP and deadline for submission of bids to JPS	11:59pm January 31 <sup>st</sup> 2025	Bidder
Closed Bid Opening	February 3 <sup>rd</sup> 2025	JPS

NB: JPS 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 appropriate 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 3<sup>rd</sup> parties or OEM distributors.

## **5.0 SELECTION PROCESS AND EVALUATION CRITERIA**

JPS will open proposals privately. 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 outlined herein.

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

Selection will be based on the Evaluation's Team assessment and ranking of the proposal received. Each proposal will be evaluated and ranked giving the indicated weighting to both the commercial and technical aspects of the proposal as well as the disposal plan.

Evaluation of each submitted proposal by the Evaluation Team will be based on the required bid information detailed (as well as any supplemental information request sent to Short-Listed Bidders) and the in-person / virtual presentations made by the Bidder separately and the JPS Management team as deemed appropriate.

### **5.2 JPS Bid Evaluation Discretion**

JPS at its discretion may:

- Select an offer other than the highest 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.

## **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 aspect of the 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, 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 meet 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)**  
**Sale of Retired Generating Units**

**RFP #979899\_2**

**GENERAL INFORMATION**

Name of Organization:

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Address:

---

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---

Key Contact:

---

Title:

---

Telephone Numbers:

---

---

Email Address:

---

## Appendix II

### **Response Template**

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

### **Payment Terms**

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.

## Appendix III

### Generating Assets for Retirement and Sale

The plants containing the units referred within this RFP consist of Gas Turbines at the Hunts Bay and Bogue Power Plants in Kingston and Montego Bay respectively. Hunts Bay: (GT#5 and GT#10) and at Bogue Power Plant (GT3, GT6, GT7, GT9), totaling 131.5 MW. JPS is currently in the development phase of a 171.5MW power facility to replace assets that will be due for retirement within the next 4 years (2028/29).



Figure 1: Location of Gas Turbines

## APPENDIX IV

# CONFIDENTIALITY & NON- DISCLOSURE AGREEMENT

This CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (this "**Agreement**") made the .....<sup>th</sup> day of ....., 2025 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 ..... a company incorporated under the law of ..... with registered office at ..... (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. The Parties have expressed a willingness to provide Confidential Information (as hereinafter defined) solely to facilitate the sale of decommissioned assets as detailed in JPS RFP# 979899\_2 (hereinafter called the "**Transaction**"), on condition that such information shall be treated by the other Party as confidential.
- c. 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 disclosed on or after the date of this Agreement (whether orally or in written, electronic, recorded or other format including, but not limited to, computer files, diskettes, voicemail and email) relating to the Disclosing Party or its Representatives (as hereinafter defined) or the Transaction including business plans, customers, pricing, strategies, trade secrets, operations, finances, assets, technology including but not limited to hardware



and software, methodologies or any other information 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; and
- (iii) the agents, contractors and sub-contractors engaged by that Party in connection with the Transaction.

2. Exclusions to Definition of Confidential Information. Notwithstanding the definition of Confidential Information set forth in Section 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.

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 Section 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 *Section 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, with the express written consent of the Disclosing Party, to hold such Confidential Material, subject to the confidentiality obligations and other obligations of this Agreement without prejudice to the right of the Disclosing Party to subsequently require the destruction of such Confidential Material in the possession of the Receiving Party or its Representatives without retaining any copies.

Within ten (10) business days of such written request by the Disclosing Party, the Receiving Party shall confirm in writing 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.

*Notwithstanding the foregoing requirements of this Section 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 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 government or regulatory body or oversight regulators 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 detailed information and any supporting material that it is permitted to disclose. 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 Counterparty's or such Representative's business or that of its or their affiliates, provided that the Counterparty 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 any of its servants or agents), 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.

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 Section 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. For purposes of this Agreement, the term “**definitive agreement**” does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. This Agreement neither obligates a Party to deal exclusively with the other Party nor prevents a Party or any of its affiliates from competing with the other Party or any of its affiliates. 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) 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 paragraph 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 such Financing Source to which it provides Confidential Information.

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.*

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.

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: \_\_\_\_\_

[Company Name]

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

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

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

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