



August 4, 2020

**JPS Request for Proposal # 858541:**

**The Supply of System and Cylinder Oils to JPS Rockfort Facility**

Dear Vendors

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

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

DIRECTORS:

BOK HOA JBONG (CHAIRMAN)

SUZETTE BUCHANAN

MINNA ISRAEL

HON. CHARLES JOHNSTON

SEIJI KAWAMURA

DONG UK KIM

MOHAMED MAJEED

FITZROY VIDAL

COLIN WILLIAMS

RFP 858541 Activities are guided by the dates stated in the Calendar of Events highlighted in Section 4 of this RFP. Observing these dates,

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

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COMPANY LIMITED

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**JAMAICA PUBLIC SERVICE CO. LTD.**

REQUEST FOR PROPOSALS

**The Supply of System and Cylinder Oils to JPS Rockfort Facility**

**RFP # 858541**

## **1.0 Background**

The Jamaica Public Service Company Limited (JPS) is seeking qualified offers for the supply system and cylinder oils to JPS Rockfort facility.

### **1.1 About JPS**

JPS is an integrated electric utility company, and the sole distributor of electricity in Jamaica. The Company is engaged in the generation, transmission and distribution of electricity, and also purchases power from a number of independent power producers (IPPs)

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

JPS serves approximately 585,000 residential, commercial and industrial customers, through a workforce of close of 1,500 employees and a network of offices throughout the island. The Company owns and operates 4 power stations, 8 hydroelectric plants, 1 Wind Park, 43 Substations, and approximately 14, 000 kilometers of distribution and transmission lines. The total installed generating capacity is 789 MW. The company owns 80%, or 621.0 MW of this capacity. The remaining 168 MW is owned by Independent Power Producers (IPP's). The company also manages and operates the transmission and distribution system.

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

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

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

### **1.2 Purpose of RFP**

JPS seeks proposals from qualified companies that have the expertise and financial and production capability to supply system oil and cylinder oil as indicated in this RFP.

### **1.3 Definitions**

**Bidder, Vendor or Contractor** shall mean JPS qualified provider of goods and / or services acting in the role of the prime Contractor who responds with a proposal to this RFP.

**Bid/ Proposal** shall mean the Bidder's formal written response indicating committed price, delivery schedule and conformance to product specification

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

**"The Purchaser"** means the Organization purchasing the Goods, i.e. Jamaica Public Service Company limited

**"The Supplier"** means the individual or firm supplying the Goods under this Contract;

**"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including attachments and appendices thereto and all documents incorporated by reference therein.

**"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

**"The Goods"** means all of the lubricants which the Supplier is required to supply to the Purchaser under the Contract.

**"Services"** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as the taking of measurements, training and other such obligations of the Supplier covered under the Contract.

**"Approved"** means approved by the Purchaser or its delegated representatives; and

**"Specified"** means specified by the Purchaser; either on drawings, or in writing.

**"Delivery"** means delivered to JPS designated locations unless otherwise specified.

**"Days"** means calendar days acceding to the Gregorian calendar.

This document shall not be construed as a request for the authorization to perform work at JPS expense. Any work performed by the Bidder in connection with preparation and responding to the Request for Proposal (RFP) and, if selected, negotiating a definitive agreement will be at the Bidder's own discretion and expense. This RFP does not represent a commitment to enter into a contract.

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

## 2.0 General Instructions to Bidders

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

## 2.1 Points of Contact (POC)

All communications and questions with JPS regarding this RFP must be directed to the following Points of Contact (POC), in accordance with RFP Calendar in Section 4.0:

Name: **Alexa Brown**  
CC: Ann-Marie Woodham  
Address: Jamaica Public Service Company Ltd  
113 Washington Boulevard  
Kingston 20, Jamaica WI

Email: [agbrown@jpsco.com](mailto:agbrown@jpsco.com) copy: [aaiken@jpsco.com](mailto:aaiken@jpsco.com)

## 2.2 Communication Regarding the RFP

*Unauthorized communications concerning this RFP with other Company employees, Executives or Contractors may result in immediate disqualification.*

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

Only written responses will be considered official and binding. JPS reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification.

If for some reason, the Bidder cannot supply all materials electronically, hard copies will be accepted.

A Bidder contact should be provided for all questions and clarifications arising from the Proposal Queries should include:

- (a) Company's name, company address and phone number, contact person, email address, position.
- (b) References to specific points within this RFP using the Section number as reference
- (c) Clear and concise questions

### **2.3 RFP Amendment and Cancellation**

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

The amendment will be done in writing to all prospective Bidders who have received the Bidding Documents, and will be binding on them.

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

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

### **2.4 Confidentiality of Data**

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

### **2.5 Written Clarification**

JPS reserves the right, at its sole discretion, to request clarifications of any Proposal or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions will be to ensure full understanding of the proposal.

Discussions will be limited to specific sections of the proposal identified by JPS and, if held, will be after initial evaluation of the Proposal. If clarifications are made as a result of such discussion, the vendor will submit such clarifications electronically.

Refusal to respond to JPS request for clarifications may be considered non-responsive and be used as grounds for rejection of the Proposal.

### **2.6 Oral Clarification**

If requested, the vendor will make an oral presentation to the Proposal Evaluation Team and other designated Company representatives. All expenses for the presentation will be borne by the vendor.

### 3.0 Bid Format

The bid shall be prepared in two (2) parts, technical and financial. Technical should not contain any pricing information. The financial proposal shall be separate and contain price information as set out in B below.

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

#### A. Technical Proposal

Completed General Information Sheet along with:

- (a) Safety Data Sheet of proposed system and cylinder oils
- (b) Technical Specification should include Guaranteed Performance, any applicable Safety & Environmental Standards
- (c) Evidence of establishment, type of organization, size, and professional affiliate
- (b) Executive Summary indicating why your firm should be chosen to provide the lubricants for JPS
- (c) Current/valid insurance document

#### B. Financial Proposal

The financial proposal shall consist of cost estimates along with a payment schedule, and:

- (a) The RFP consists of one package as per the Scope of Requirements. Bidders may quote on the full package or partial package, and should include any applicable volume discounts or rebates
- (b) Qualification and experience of your staff that will provide the goods described in the Scope of Requirements
- (c) Provide the names and profiles of the top 3 executives
- (d) Audited Financial Statements for the last 2 years

### 3.1 Bid Prices

The Bidder shall indicate the unit prices and total Bid Prices of the goods and services it proposes to supply under the Contract:

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract.

If prices are subject to an adjustment clause, kindly state:

1. the variables that will affect the price

2. the reference index that will govern movement of prices and
3. the base price index.

### **3.2 Proposal Withdrawal**

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

### **3.3 Cost of Proposal Preparation**

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

### **3.4 Bidder's Eligibility and Qualifications**

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

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

### **3.5 Documents establishing Goods' Eligibility and Conformity to Bidding Documents**

### **3.6 Period of Validity of Bids**

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



#### 4.0 Submission of Bids and Selection Criteria

##### 4.1 Proposal Response

All responses must in English Language. Your bid responses must be presented in two (2) separate packages, namely Financial Proposal and Technical Specification. The deadline to upload bids is **1:00pm August 17, 2020**.

<b>RFP CALENDAR</b>		
<b>ACTIVITY</b>	<b>DUE DATE</b>	<b>RESPONSIBILITY</b>
RFP date	August 4, 2020	JPS
Bidder submits questions on RFP	August 7, 2020	Bidder
Final date to respond to all queries (to be posted on JPS website)	August 10, 2020	JPS
Bidder indicates intention to Bid	August 10, 2020	Bidder
JPS provides Bidder with access to Sharefile Folder	August 12, 2020	JPS
Completion of RFP and deadline for submission of bids to JPS	1:00pm August 17, 2020	Bidder
Closed Bid Opening	August 17, 2020	JPS
Review and Evaluation of Bids	August 19, 2020	JPS
Notification to short-listed bidders	August 24, 2020	JPS
Post Tender Presentation & Negotiations to be completed	August 25, 2020	JPS/Bidders
Final selection and advise all bidders	August 28, 2020	JPS

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

**4.2 Late Bids**

Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected and/or returned unopened to the Bidder.

**4.3 Sealing and Marking Bids**

Technical and Commercial/Financial bids must be in **separate folders** and clearly labelled accordingly in your Sharefile folder.

**4.4 Proposal Rejection**

Any bid received after the deadline for submission of bids prescribed by the Company will be rejected and/or returned unopened to the Bidder. Any proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected.

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

JPS reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety, and to accept a proposal other than the lowest price or proposal presented outside of this RFP that meets the company’s requirement. JPS assumes no responsibility for delays caused by any internet service provider or malfunctioning computer.

**5.0 Selection Process and Award Criteria**

JPS will evaluate proposals using an internal scoring method that weighs various parameters to give the evaluation team insight into the strengths of each proposal relative to JPS needs. JPS internal scoring method values the following proposal attributes (order of presentation here does not reflect priority)

CRITERIA	Score (%)
Price	30
Compliance to JPS specification	40
Compliance to International Standards	10
Terms of payment	10
Safety and environmental information	5
Bidder's financial and operational capabilities	5
Total	100

### 5.1 Opening of Bids by Purchaser

The Purchaser will open bids privately, on **August 17, 2020** at the following location:

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

### 5.2 Schedule

For purposes of responding to this RFP, Bidders should assume that JPS' procurement and implementation planning will be completed by **September 1, 2020**.

### 5.3 Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors.

### 5.4 Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis:

1. If there is a discrepancy between the unit price and the total price, the unit price shall prevail;
2. If there is a discrepancy between words and figures, the amount in words shall prevail;
3. If the supplier does not accept the correction of errors, its bid shall be rejected.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsibilities of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations or reservations. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the contractual obligations or which limits in any substantial way or inconsistent with the bidding documents and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

The Purchaser may waive any minor informality or non-conformity or irregularity in a bid,

which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Bid inconsistencies: Any deviation in a bidder's proposal that are inconsistent with the provisions of this Bid, unless expressly described in the proposal as being exceptions or alternates, are deemed waived by the Bidder. In the event that the Contract is awarded to the bidder, any claim of inconsistency between the proposal and this Bid will be resolved in favor of this bid unless otherwise agreed in writing.

**5.5 Conversion to Single Currency:**

Preferred bid currency is Jamaican Dollars. To facilitate evaluation and comparison, the Purchaser will convert all Bids Prices expressed in the amounts in the various currencies in which a bid price is payable, to the Jamaican Dollar currency equivalent, at the selling exchange rate published by the Bank of Jamaica and applicable to similar transactions on the day bids are opened or at such later date (30 or 60 days after bid opening) as shall be specified in the call for bids.

**6.0 Award of Contract**

**6.1 Award or Rejection**

The Purchaser will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive. The Purchaser reserves the right not to accept the lowest bid if it does not meet JPS requirement.

Issuance of this bid does not constitute a commitment by JPS to award any contract or purchase products or services offered in response to this bid.

**6.2 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

**6.3 Notification of Award**

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by email or fax, that its bid has been accepted. Upon the successful Bidder's signing a contract with JPS for the subject RFP, the Purchaser will promptly notify each unsuccessful Bidder.

**6.4 Signing of Contract**

At the time at which the Purchaser notifies the successful Bidder that its bid has been accepted; the Purchaser will send the Bidder the Contract Document incorporating all agreements between the parties.

## **7.0 General Conditions of Contract**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

### **7.1 Standards**

The **System and Cylinder Oils** supplied under this Contract shall conform to the standards mentioned by brand and model numbers and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin, and such standards shall be the latest issued by the concerned institution.

### **7.2 Use of Contract Document and Information**

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in the above paragraph except for purposes of performing the Contract.

Any document, other than the Contract itself, as enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

#### **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 Supplier for lubricants, and that all parties will respect the sensitive nature of that information in accordance with sound commercial practices.

### **7.3 Inspection and Tests**

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance - including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser

may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having been previously inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

### **Prices**

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized and agreed on by Supplier and Purchaser, vary from the prices quoted by the Supplier in its bid.

## **7.4 Delivery and Shipment**

### **(a) Local suppliers**

It is the responsibility of the Seller to obtain at their expense:

- all licenses
- customs formalities
- valid insurance coverage
- relevant documentation to store, transport and handle products

The Seller shall bear all risks of loss of or damage to the goods until such time as they have been delivered to JPS.

The Seller must provide the goods, the payment invoice and delivery slip in conformity with the contract and any other evidence of conformity; (example test certificates,) which may be required by the contract.

### **(b) Overseas suppliers**

The Supplier shall be entirely responsible for all taxes, duties, license fees, port charges and other such levies imposed by the country of origin. In addition to 7.4(a), valid insurance and relevant documentation must be in place based on the Laws of the foreign country. Goods will be delivered under Incoterms DDP (delivered duty paid) to JPS Rockfort facility.

**(c)** Deliveries will be phased for the duration of the contract.

## **7.5 Payment**

Payment shall be effected in Jamaican Dollars using supplier's invoice, after receipt and acceptance of the product by JPS.

The preferred payment term for JPS to its Supplier is through open account, net 60 days. Should the supplier not opt to have payment made via open account, a 5% charge will be added to the bidders' payment proposal in the evaluation process.

## **7.6 Warranty**

Lubricants must carry: OEM approval, Manufacturer's warranty and Independent accreditation.

The Supplier warrants that the lubricants supplied under the Contract conform to the Manufacturer's written specifications and comply with the products' performance claims.

This warranty shall remain valid for the duration of the contract.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, depending on which of the methods can be achieved more expeditiously with reasonable speed,

- Replace without costs to the Purchaser and under the terms and conditions as if the replacement lubricants were being delivered to the Company for the first time; or, refund the purchase price of any products not conforming to this warranty
- Pay to repair damage to equipment to the extent that the damage is caused by the failure of the product to conform to specifications or comply with product performance claims

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

## **7.7 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.

## **7.8 Assignment**

The Supplier shall not assign, in whole or part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **7.9 Subcontracts**

The supplier shall notify the purchaser 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 supplier from any liability or obligation under the Contract with the Purchaser.

#### **7.10 Delays in the Supplier's Performance**

If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract, or terminate the Contract for default.

#### **7.11 Liquidated Damages**

If the supplier fails to deliver the lubricants in accordance with the agreed delivery schedule, 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 and one half percent (2.5%) of the delivered price of the delayed goods for each month of delay until actual delivery up to a maximum deduction of fifteen percent (15%) of the delayed goods contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

#### **7.12 Termination for Default**

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

- (a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser.
- (b) If the supplier fails to perform any other obligation(s) under the Contract.

In the event the Purchaser terminates the Contract in whole or in part. The Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **7.13 Force Majeure**

The Supplier shall not be liable for forfeiture of its performance security, 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 Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser 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 Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

**7.14 Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**7.15 Termination for Convenience**

The Purchaser, may by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

**7.16 Governing Language**

The Contract shall be written in the language of the bid, English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

**7.17 Applicable Law**

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

**7.18 Resolution of Disputes:**

The dispute resolution mechanism to be applied shall be as follows:

- (a) In the case of a dispute between the Purchaser and a Supplier which is a national of the Purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country; and
- (b) In the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.

There shall be one Arbitrator.

## **8.1 Delivery**

All deliveries shall be made in accordance to (a) and (b) below:

- (a) Local suppliers will deliver to JPS designated location
- (b) Overseas suppliers will deliver to JPS designated location

## **8.2 Specifications**

All Offers should include detailed specification of the product being offered in the technical section.

**APPENDIX 1**

**REQUEST FOR PROPOSAL (RFP)  
System and Cylinder Oils RFP # 858541**

**GENERAL INFORMATION**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Key Contact: \_\_\_\_\_

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

Telephone Numbers: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

## Company Profile

Please submit the requested information below:

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

## APPENDIX 2

### SERVICE LEVEL STANDARDS

#### Supplier:

- Supplier to maintain prices for period of contract, which is two years, or based on agreed matrix established for pricing movement index during contract period
- Supplier to maintain minimum of 3 months inventory.
- Supplier to ensure deliveries are made within the requested time frame
- Supplier to deliver lubricant to Rockfort Diesel Station based on the agreement with JPS.
- With each delivery to the plant, the supplier will invoice JPS for quantities delivered. An invoice will be submitted to JPS for that amount accompanied by packing slips.
- At the onset of the first delivery, vendors are to supply the Safety Data Sheet (SDS) for the products in question.

#### Jamaica Public Service Co. Ltd.

- Under the contract, JPS will issue quarter-yearly or annual purchase orders for its requirements, or whenever necessary.
- JPS to give vendors one week's notice of requirements.
- JPS to receive goods same day of delivery, with immediate advise of any shortages or damage or defects
- JPS to ensure payments are made within agreed time frame, or advise of delays in arrangement if required

# Part 2

## Technical Documents

### APPENDIX 3

SCOPE OF REQUIREMENTS: SYSTEM OIL AND CYLINDER OIL FOR ROCKFORT

<b>2019 Usage</b>	<b>Unit of Measure</b>	<b>Lubricant</b>
341,273	Litres	System oil as Per OEM Recommended List in Appendix 4
705,505	Litres	Cylinder oil as Per OEM Recommended List in Appendix 4

Note to Bidders: JPS reserves the right to revise the above quantities based on demand. The revision may be an increase or decrease in requirement. In the event that this occurs, formal communication will be sent to the supplier.

The inventory Management Program will include the Monthly/Daily Consumption information of the engines, relative to the particular Lubricant (Cylinder oil or System oil) as to provide technical recommendation for improvement in lubricant consumption/Plant bottom line from an informed perspective of the supplier.

**APPENDIX 4**  
**SPECIFICATIONS**

**1. BACKGROUND:**

At its Rockfort facility, JPS has two Sulzer RLB 90 engines with an installed capacity of 40 MW. Appendix 3 shows the estimated annual usage for system oil and cylinder oil.

**STORAGE FACILITY:**

The Rockfort facility has two main storage tanks with the following capacity:

- System Oil – 62,000 litres with average monthly take off of 14,000 litres  
(Height=8.5m, width= 2.2m, Length =4m)
- Cylinder Oil – 50,000 litres with average daily take off of 2,000 litres  
(Height = 8.5m, Width =2.2m, Length=3m)

The successful bidder will be expected to maintain adequate reserves to keep the tanks at maximum stock levels.

**2. RECOMMENDED LUBRICANTS**

**2.1 FOR SULZER DIESEL ENGINES: CROSS HEAD TYPE, RLA, RLB ENGINES**

<b>OIL SUPPLIERS</b>	<b>SYSTEM OIL</b>	<b>CYLINDER OIL FUEL SULPHUR ABOVE (<math>\geq</math> <math>1\% \leq 3\%</math>)</b>
<b>CASTROL</b>	MARINE CDX 30	
<b>CHEVRON</b>	VERITAS MARINE R & O VERITAS 800 MARINE 30	TARO SPECIAL HT 70
<b>EXXON/ESSO</b>	EXXMAR XP EXXMAR XA	EXXMAR X 90
<b>MOBIL</b>	MOBIL GARD 300	MOBIL GARD 570
<b>SHELL</b>	MELINA OIL 30	ALEXIA 50
<b>TEXACO</b>	DORO AR 30	TARO SPECIAL EX 85
<b>TOTAL</b>	ATLANTA MARINE D 3005	TALUSIA HR 70(BN 70)

**2.2 GENERIC SYSTEM OIL SPECIFICATIONS**

Premium type lubricating oil having the following characteristics:

Viscosity in centistokes at 40°C	160cst Max
in Redwood No. 1 at 140°F	105 – 200

in S.A.E No.  
Flash point

approx. 30  
190 °C Min

Rust and oxidation inhibited mineral oil (R & O type) or light alkaline lube oil shall be recommended.

### 2.3 GENERIC CYLINDER OIL SPECIFICATIONS

Alkaline cylinder oil suitable for burning the heavy fuel oils.

Viscosity in centistokes at 50°C	155
in Redwood No. 1 at 140°F	360
in S.A.E No.	50

Approximately 70 mg KOH/g TBN shall be recommended in case of burning heavy fuel oil.

JPS lubricating oil limits are guided by OEM Wartsila/Sulzer for the safe and efficient operation of the JPS RLB 90 Two (2) Stroke Diesel Engines.

SYSTEM OIL	JPS ROCKFORT	Limits
SAE Grade	30	
Specific Gravity AT 15 °C	0.890	
Flash Point, °C, ASTM D 92	220	>=
Pour Point, °C, ASTM D 97	-18	
Viscosity, ASTM D 445		
cSt, at 40 °C	160	max
cSt, at 100 °C	9.3-12.5	
Viscosity index, ASTM D 2270	85-100	
TBN, mg KOH/g ASTM D 2896	5-10	
Sulphated Ash, wt%, ASTM D 874		

CYLINDER OIL	JPS ROCKFORT	Limits
SAE Grade	50	
Specific Gravity AT 15 °C	0.930 - 0.940	
Flash Point, °C, ASTM D 92	220	>=
Pour Point, °C, ASTM D 97	-12	>
Viscosity, ASTM D 445		
cSt, at 40 °C	218	min
cSt, at 100 °C	19	min
Viscosity index, ASTM D 2270	95	>
TBN, mg KOH/g ASTM D 2896	70	



## APPENDIX 5

### Response Template

Bid Validity: 90 days

Bidder: \_\_\_\_\_ Bid Date: \_\_\_\_\_

Currency: Jamaican Dollars Payment Terms: Net \_\_\_\_ days of invoice date

DESCRIPTION	DETAILS
OIL SUPPLIER	
<b>SYSTEM OIL</b> (BRAND)	
QUANTITY (MONTHLY)	14,000 LITRES
UNIT COST PER LITER	
SUB-TOTAL (exclusive of 16.5% GCT)	

DESCRIPTION	DETAILS
OIL SUPPLIER	
<b>CYLINDER OIL</b> (BRAND)	
QUANTITY (DAILY)	2,000 LITRES
UNIT COST PER LITER	
SUB-TOTAL (exclusive of 16.5% GCT)	

DESCRIPTION	DETAILS	DETAILS
OIL TYPE	<b>SYSTEM OIL</b>	<b>CYLINDER OIL</b>
DELIVERY FREQUENCY	MONTHLY	DAILY
NUMBER OF TRIPS REQUIRED		
UNIT COST PER TRIP		
SUB-TOTAL		
GCT		
TOTAL		

Services	Unit Cost	Total
Training		
Oil Sample Testing		
Recommended Test Equipment		
Payment Terms		

**\*END OF DOCUMENT\***