



September 10, 2024

JPS Request for Proposal # 999189: Supply of Fuel for JPS Fleet Vehicles

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:

DAMIAN OBIGLIO (CHAIRMAN)

YUN SUK CHOI

NADANI CHUNG

MINNA ISRAEL

HON. CHARLES JOHNSTON, O.J., C.D.

MOHAMED MAJEED

DENNIS MORGAN

HA KYOUNG SONG

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

RFP 999189 Activities are guided by the dates stated in the Calendar of Events highlighted in Section 4 of this RFP. Observing these dates,

- 1) Section 2.1 (Points of Contact) provides Instructions to submit questions via email only
- 2) A combined response to questions will be posted on the JPS website only
- 3) Respondents must confirm their intention to bid in order to be setup in JPS 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.

**JAMAICA PUBLIC SERVICE
COMPANY LIMITED**

**6 KNUTSFORD BOULEVARD
KINGSTON 5, JAMAICA**

T: (876) 926.3190-9

F: (876) 936.1800

www.myjpsco.com



Bids will not be accepted via email.

Regards

JPS Purchasing Dept.



Jamaica Public Service Company Limited

REQUEST FOR PROPOSAL

FOR

**THE SUPPLY OF FUEL FOR JPS FLEET
VEHICLES**

RFP# 999189

September, 2024

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1.1 INTRODUCTION

JPS leases a fleet of vehicles (hereinafter called “the fleet” from JAMECO Equipment Co. Ltd, Eppley Limited and Tropic Island Trading (also known as Budget Car Rental). JPS relies on these companies to complete daily operations as mobility plays an integral part in JPS’ ability to discharge its obligations to distribute electricity across the island.

Through this Request for Proposal (RFP), JPS seeks to establish a three (3) year contract with one or more supplier(s) for the supply of fuel for the fleet of vehicles across the island at a competitive rate utilizing successful bidder’s Fleet Card Program. The contract will be awarded to supply fuel to JPS fleet island-wide.

JPS will monitor performance by way of periodic reviews throughout the course of the contract. Subject to performance, JPS reserves the right to extend the three-year contract by one (1) year.

1.2 BACKGROUND

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

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

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

Along with the provision of electricity, the JPS is a key partner in national development.

The Company has a vibrant corporate social responsibility portfolio and makes significant contributions in the areas of education, sports, and community development. The Company also has a strong environmental focus and carries out its operations in an environmentally friendly manner.

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

Geography of Jamaica

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

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

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

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

Jamaica lies at the edge of the hurricane track; as a result, the island usually experiences

indirect storm damage. Hurricanes occasionally strike the island with full force, including winds speeds up to 240km/hr.

1.3 Purpose of RFP

The purpose of this RFP is to solicit proposals from qualified companies that have the expertise established safety policies & procedures, financial and network capability to supply E-10 87 grade gasoline, E-10 90 grade gasoline, Ultra Low Sulphur Diesel and Regular Diesel at a reasonable price to support the fleet of vehicles leased and owned by JPS.

1.4 Definitions

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

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

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

“Services” means services ancillary to the supply of fuel as outlined herein.

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

“Delivery” means completion of the requisite works and the requisite reports submitted

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

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

2.0 GENERAL INSTRUCTIONS TO BIDDERS

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

2.1 Points of Contact

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

Name: Ms. Alexa Brown

Cc. Ms. Charmaine Shaw

Address: Jamaica Public Service Company Ltd.

113 Washington Boulevard

Kingston 20, Jamaica

agbrown@jpsco.com

Cc: cshaw@jpsco.com

Email Subject: JPS RFP # 999189- Supply of Fuel for JPS Fleet Vehicles

2.2 Communication Regarding the RFP

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

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

Only written responses will be considered official and binding. JPS reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification. A Bidder contact should be provided for all questions and clarifications arising from the Proposal Queries should include:

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

-
- c) Clear and concise questions

2.3 RFP Amendment and Cancellation

At any time prior to the deadline for submission of bids, the JPS 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 JPS 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's 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.

2.7 Bidder's Qualification

The supplier shall satisfy the following minimum qualification

- Be a registered business with TRN, TCC and audited accounts for last two years
- Be licensed/registered under appropriate body

-
- Have a minimum of three years' experience and proven track record as a supplier in a similar capacity. Be able to provide continuous supply

3.0 BID FORMAT

Preparation of Proposal

The uploaded proposals must include below;

A. Business Profile/General Information Sheet

Reference is made to *Appendix I* – General Information:

- Executive Summary indicating why your firm should be chosen to provide the fuel for the JPS fleet.
- Evidence of establishment, type of organization, size, professional affiliate
- Knowledge and experience of your staff that will provide the goods described in the Scope of Requirements.
- References: provide 3 references that you have provided similar service in the past. Include contact person and phone number.
- Bidders are required to submit their audited financial statements for the past 2 years with their Proposal in order to enable JPS to establish financial stability.

B. Financial Proposal

Appendix II - Response Template must be completed by Bidder. The price shall be equivalent to the ex-refinery price as published by Petrojam Limited for the named product on Wednesday of each week plus a percentage. Terms of payment must also be included in the proposal.

C. Technical Information

- Safety Data Sheets (SDS) for products that you offer.
- List of service stations, with an indication of the stations that are open 24 hours per day, seven days per week or alternative proposal to service the company's fleet of vehicles on a 24-7 basis.
- Emergency Operation Plan

3.1 Bid Prices

The Buyer shall pay the Supplier for the Products at the contract price. The mechanism for arriving at the Contract Price shall remain fixed for the duration of the contract.

Notwithstanding the foregoing, in the event that the prevailing price at which the Products are sold to the public (hereinafter called the “Pump Price”) is less than the Contract Price at the time of purchase by the Buyer from the Retail Service Station, the Products shall be purchased by the Buyer at the Pump Price.

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 JPS prior to the deadline prescribed for submission of proposals. To withdraw a proposal, the Bidder must submit a written request electronically, or via fax, signed by an authorized representative, to the 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

The Bidder shall furnish, as part of its bid, documents establishing the Bidder’s qualifications to perform the Contract if its bid is accepted. Bidder must submit any certification/authorization that they may have obtained from such bodies as NEPA, Petroleum Corporation of Jamaica or the relevant ministries regulating the industry.

The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the JPS’ satisfaction:

- (a) That, in the case of a Bidder offering to supply fuel under Contract, the Bidder has been duly authorized to supply the products in Jamaica.
- (b) That the Bidder has the financial, technical and other capability necessary to perform the Contract.

3.5 Documents establishing Goods’ Eligibility and Conformity to Bidding Documents

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

The documentary evidence of the goods and services shall consist of a statement in the Schedule of Prices stating the origin of the products offered.

The documentary evidence of the goods’ and services’ conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:

- A detailed description of the goods’ essential technical and performance characteristics;
- A clause-by-clause commentary on the JPS’ Proposal demonstrating the goods’ and services’ substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the technical and commercial specifications.

3.6 Period of Validity of Bids

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

4.0 SUBMISSION OF BIDS AND SELECTION CRITERIA

All responses must be in English Language. Your bid response must be presented in two (2) separate packages, namely Financial/Costing and Technical Specifications. The deadline to upload bids is **11:59p.m. on Friday October 4th, 2024.**

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	September 10 th 2024	JPS
Bidder submits questions on RFP	September 16 th 2024	Bidder
Final date to respond to all queries	September 19 th 2024	JPS
Bidder confirms intention to bid	September 20 th 2024	Bidder
Confirmed Bidder given Shared file access to upload bid	September 23 rd 2024	Bidder

Completion of RFP and deadline for submission of bids to JPS	11:59pm October 4 th 2024	Bidder
Closed Bid Opening	October 7 th 2024	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 subjected to the deadline as extended.

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

Proposal must be signed by official authorized personnel who can bind the contractor to the provision of the RFP.

Short listed bidders will be required to make a presentation to JPS indicating:

- Effectiveness of established Fleet Card System
- Service Station opening hours' schedule
- Payment methods and demonstration of control systems
- Assurance of providing dedicated and accessible Customer Support Service twenty-four (24) hours per day, seven (7) days per week - at a minimum, eighteen (18) hours per day

4.1 Proposal Rejection

Any bid uploaded after the deadline for submission of bids prescribed by JPS will be rejected. 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.

JPS assumes no responsibility for delays caused by any internet provider or system malfunction.

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 does not reflect priority).

Criteria	Weight (%)
Quality, specification, and data sheet (breakdown of fuel components and additives)	15

Company profile, eligibility, experience of the company in servicing large corporations for the last 3 years and more. Financial capacity	5
Price, payment terms	25
Ability to meet JPS timeline (24 hour operation, hurricane preparation and recovery) and all island reach	20
Provide proof of pump calibration and frequency.	10
Safety and environmental policies	10
Ability to integrate the JPS with Fleet Card System.	15

The following applicable values will be utilized when scoring each criterion mentioned above:

POINTS	INTERPRETATION
1	Poor, Non-responsive
2	Needs improvement
3	Average
4	Good
5	Excellent/ Exceeds expectations

5.1 Opening of Bids by JPS

The JPS will open bids privately. See calendar for date (Section 4).

5.2 Schedule

For purposes of responding to this RFP, Bidders should assume that JPS' procurement and implementation planning will be completed by **Friday, November 29, 2024**.

5.3 Clarification of bids

To assist in the examination, evaluation and comparison of bids the JPS 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 JPS 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. If there is a discrepancy between the unit price and the total price, the unit price shall prevail. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid shall be rejected.

Prior to the detailed evaluation, the JPS 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 is 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 JPS'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 JPS and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

The JPS 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 favour of this bid unless otherwise agreed in writing.

5.5 Conversion to Single Currency:

To facilitate evaluation and comparison, JPS 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

The selection of a supplier will be based on competitiveness, ability of the supplier to provide all island reach, proposed control mechanism for dispensing, suppliers' networking capability to provide service on a 24 hour (at a minimum 18 hours per day), 7 days per week basis.

6.1 Award or Rejection

JPS will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive.

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 JPS Right to Accept Any Bid and to Reject Any or All Bids

The JPS 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 JPS's action.

6.3 Notification of Award

Prior to the expiration of the period of bid validity, the JPS will notify the successful Bidder in writing, that its bid has been accepted.

Upon the successful Bidder's signing a contract with JPS for the subject RFP, the JPS will promptly notify each unsuccessful Bidder.

6.4 Signing of Contract

At the time at which the JPS notifies the successful Bidder that its bid has been accepted; JPS 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 Fuels supplied under this Contract shall conform to the authoritative standard appropriate to Jamaica, and such standards shall be the latest issued by the Jamaican Government.

7.2 Use of Contract Document and Information

The Supplier shall not, without the JPS 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 JPS 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 as far as may be necessary for purposes of such performance.

The Supplier shall not, without JPS 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 JPS and shall be returned (in all copies) to the JPS on completion of the Supplier's performance under the Contract if so required by the JPS.

Proprietary Content:

The 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 the JPS, in evaluating and selecting a Supplier for Fuel and that all parties will respect the sensitive nature of that information in accordance with sound commercial practices.

7.3 Inspection and Tests

The JPS or its representative shall have the right to inspect and/or to test the Fuel 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 fuel'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 JPS.

Should any inspected or tested fuel fail to conform to the Specifications, the JPS 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 JPS.

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

Prices

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

7.4 Delivery and Shipment

The Supplier shall supply the Fleet with the fuel on an as needed basis through the Supplier's Retail Service Stations throughout Jamaica, or alternative. In the event that the Supplier acquires or develops additional Retail Service Stations and/or closes or terminates existing Retail Service Stations, the Supplier shall immediately notify the Buyer. Nothing in this Agreement shall preclude the JPS from

purchasing the fuel from any third party supplier using any method of payment named in this documents.

7.5 Payment

a. Payment for the Products shall be made by way of the Bidder's Fleet Card System. In the event that the card system is inoperable, the Supplier shall ensure that: (i) a signed invoice is provided to the Vehicle Operator detailing the transaction and service provider, including but not limited to the date of purchase, JPS vehicle number and license plate number, the amount of Product purchased and the amount owing, the JPS vehicle operator's name and ID number; or (ii) upon explicit JPS authorization, the Retail Service Station shall retain the Vehicle Operator's assigned Fleet Card, solely to facilitate the completion of the purchase transaction once the Fleet Card System becomes available and return the Card to the Vehicle Operator, and in either case, the Supplier shall immediately notify JPS Fleet Liaison Officer. Invoices detailing the foregoing information shall be paid by the JPS within the agreed payment term, of receiving the invoice. The Supplier shall reimburse the JPS for any unauthorized amounts charged to the Fleet Card which do not directly arise in relation to the purchase transaction for which the said Fuel Card was left in the possession of the Retail Service Station pursuant to this clause; PROVIDED HOWEVER, where the charges are due to any wilful or negligent act and /or omission on the part of the Vehicle Operator, its servant and /or agent, the Supplier shall not be obligated to reimburse the JPS for the charges to the Fuel Card.

b. The Supplier shall reimburse the JPS for any repairs and associated costs for a Fleet unit that has been deemed defective due to contaminated fuel; provided that the fuel was tested and did not meet industry standards and JPS furnishes the Supplier with an estimated cost of repairs.

7.6 Warranty

Fuel products supplied must meet the industry standards set by the relevant regulating bodies.

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 JPS prior written consent.

7.9 Subcontracts

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

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 JPS 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 JPS 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.

- i. As a secondary measure, if the Supplier is unable to provide supply to the Company, JPS then reserves the right to refuel the units at an alternative station. This measure allows driver(s) of the assigned vehicle to purchase fuel (on an as needed basis) for the operation of the said vehicles at various service stations throughout Jamaica.

7.11 Termination for Default

The JPS 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 JPS.
- b) If the supplier fails to perform any other obligation(s) under the Contract.

In the event the JPS terminates the Contract in whole or in part. The JPS 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 JPS for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

7.12 Force Majeure

Notwithstanding the provisions of Clauses 7.11 and 7.12, 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 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 Supplier shall promptly notify JPS in writing of such condition and the cause thereof. Unless otherwise directed by the JPS 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.

7.13 Termination for Insolvency

JPS 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 JPS.

7.14 Termination for Convenience

JPS, 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 JPS's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

7.15 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.

7.16 Applicable Law

The Contract shall be interpreted in accordance with the laws of Jamaica.

7.17 Resolution of Disputes:

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

(a) In the case of a dispute between the JPS and a Supplier which is a national of the JPS's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the JPS's country; and

(b) In the case of a dispute between the JPS and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

Appendix I

**REQUEST FOR PROPOSAL (RFP)
SUPPLY OF FUEL FOR JPS FLEET VEHICLES
RFP # 999189**

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 services)

Appendix II

Response Template

Name of Bidder: _____

Signature of Bidder: _____

Payment Terms

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

Price Schedule in Jamaican Dollars

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

	Fuel Type	UOM	Petrojam Price at time of bid	Percentage (%)	Total
1)	E10 - 87 gasoline	Litre			
2)	E10 – 90 gasoline	Litre			
3)	Diesel	Litre			
4)	Ultra Low Sulphur Diesel	Litre			

	Fuel Cards	UOM	Unit Price
1)	JPS Fleet Cards		

Appendix III SCOPE OF REQUIREMENTS

The supplier shall provide fuel products as specified below, through service stations island-wide, or other alternative:

- E10 – 87 Gasoline
- E10 – 90 Gasoline
- Diesel
- Ultra Low Sulphur Diesel

The projected annual usage of fuel products is as follows:

Annual Usage (Litres)

Year	87- Gasoline	90- Gasoline	ULSD	Regular Diesel	Total
2021	80,028 .75	24,263 .87	331,63 3.82	598,540 .01	1,034,4 66.45
2022	78,133 .35	30,423 .25	348,07 2.17	520,780 .62	977,40 9.39
2023	75,949 .84	27,771 .77	482,31 7.47	466,717 .99	1,052,7 57.07
2024 (Jan- Aug.)	29,569 .50	31,775 .11	701,81 8.17	170,568 .63	933,73 1.41 *
Total	263,68 1.44	114,23 4.00	1,863, 841.63	1,756,6 07.25	

**Note there is a projection of an additional 666,950 litres, for the rest of 2024.*

**Notwithstanding the above figures, in the event that there is a natural disaster, JPS' fuel usage is expected to increase by approximately 20%.*

Service Level Agreement

The Supplier guarantees that it will achieve a 95% [ninety-five per cent] service level on the following:

- a) Random checks on compliance with quality/quantity/specifications
- b) On time delivery of Product
- c) Comply with all regulations of the trade

-
- d) Ensure correct pricing in all supply disciplines
 - e) Real-time visibility of the JPS account; included but limited to granular fuel reports
 - f) Remote activation and deactivation of fuel cards
 - g) Monthly reports submitted to the JPS on the 2nd business day of each month
 - h) Dedicated customer-service on a 24-hour basis (18 hours at a minimum) *
 - i) List of Service Stations Island-wide with contact information; detail operating hours

*The Supplier must provide a telephone number for dedicated customer service calls, with accessibility aligned to JPS operational requirements

GREEN ECONOMY / CARBON FOOTPRINT

Whereas JPS cannot prescribe a Bidder's commitment to environmental issues, JPS would wish to have an understanding of your company's position in this regard, including key environmental characteristics such as waste disposal, recycling and energy conservation. Please submit details of your entity's policies in this regard.

PRODUCT AND SERVICE GUARANTEES

Bidders are required to indicate the extent of Fuels and Service guarantees it offers JPS in respect of fuel products. Indicate clearly the recourse JPS has in the case of contamination, defects, specification variances, safety, health, environment, risk and quality, and the procedures required to give effect to such occurrences. Indicate your ability to render testing of fuel to eliminate bacteria, algae, water and sludge.

Supplier Checklist: -

- ✓ Real Time Visibility of JPS account, inclusive of granular fuel consumption data
- ✓ Remote activation of fuel card
- ✓ Monthly reports submitted by 2nd working day of the following month in JPS requested file format
- ✓ Dedicated 24-hour Customer Support
- ✓ List of Service Station locations and contact at location

RISK

Bidders must elaborate on the control measures put in place by their entity, which would mitigate the risk to JPS pertaining to potential non-performance by a Supplier, in relation to:

- o Quality and specification of Goods delivered
- o Continuity of supply
- o Compliance with the occupational health and safety standards
- o Compliance with Petroleum (Quality Control) Act

END OF DOCUMENT