

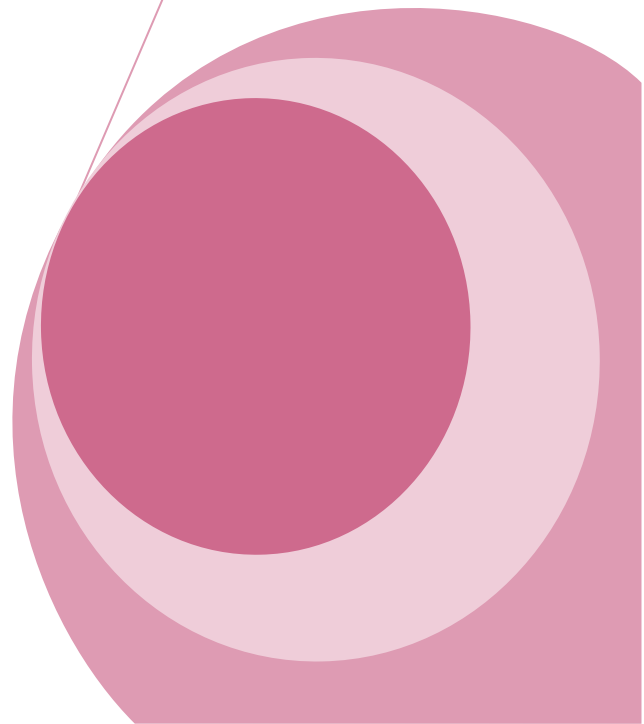
**Invitation to Tender –  
CP06/03/02 – AC7D-  
CC77SD**

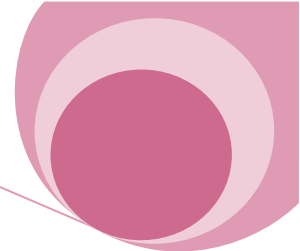
**Supply of Liquid Fuels to the States of  
Jersey**

**CP06/03/02**

**7/31/2016**

**Responses to this Invitation to  
Tender must be submitted via  
eportal only and must be  
made before Noon on  
Tuesday 30<sup>th</sup> August 2016**

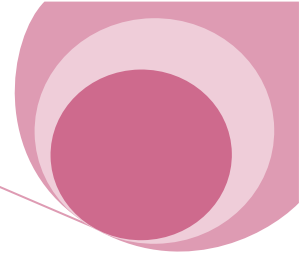




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Fuel is used within the States of Jersey within in a number of ‘essential services’ and critical buildings thus of paramount importance is the assurance of capacity and integrity of supply chain for the successful bidder. We are also focused upon delivery of value for money and thus minimising costs that we bear that can be influenced by bidders is also another primary required outcome of this tender.

Meeting the ‘essential service’ aspect of fuel demand requires the successful bidder to be able to demonstrate and evidence an established and ‘in place’ local supply chain infrastructure with capacity and resilience to manage and absorb variation in demand to successfully handle unforeseen disruption supply chain delivery (eg sustained period of adverse weather).

### **1.3 Background Documentation**

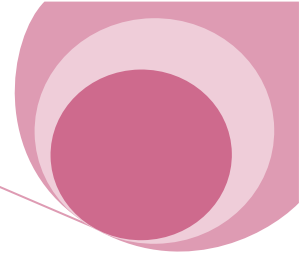
Supplied in document titled ‘2015 SOJ Fuel Volume and Delivery Info’ is information and a breakdown of fuel volumes and delivery points made in 2015 to States of Jersey. This information details type of fuel purchased, delivery point and its delivery month. It is indicative of the probable demand for fuel and delivery location but the States of Jersey cannot provide any specific commitment to volume demand. This historical information has been provided for bidders to assess understanding of current and past fuel intake.

We are also providing a sample template of the mandatory format we will require electronic invoicing to be supplied by the successful bidder and contract management /KPI criteria along with Terms and Conditions for supply fo Goods that will apply.

### **1.4 Key Drivers**

Key driver/outcomes required will be efficient and competent delivery of required fuel grades to sites/tanks specified by the States of Jersey. Key specific areas of focus for the tender and then ongoing service delivery will be:-

- Adequacy of Supply / Supply Chain Storage and Delivery Capacity
- Capacity of Supply / Supply Chain Storage and Delivery Infrastructure
- Resilience within Supply Chain – Storage and Delivery Infrastructure
- Value for Money ( Lowest Cost) to the States of Jersey
- Assurance of Compliance to all H&S regulations
- Customer Ordering - Simplicity and efficiency
- Competency in administration/management of delivery and service
- Effective contract management
- Innovation Opportunities – leading to improved service delivery and lower cost



## 1.5 Legal Requirements for working within Jersey

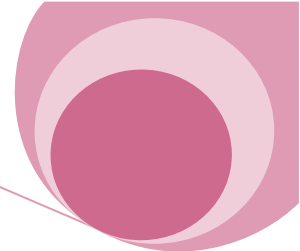
To operate a business in Jersey, it is necessary to comply with relevant control of undertaking regulations for businesses and their employees. Bidding companies for this tender must assure and warranty they are compliant with all relevant regulations.

Additionally there are specific regulations and laws related Health and Safety and the carriage and delivery of petroleum spirit that that are relevant to this service and that bidders must be aware and comply with to extent they are required/applicable. Relevant legislation would include (but not limited to)

- Petroleum Spirit (Carriage by Road) (Jersey) Regulation 2001
- Health and Safety at Work (Jersey) Law 1989
- Safeguarding of Workers (Highly Flammable Liquids)\_ Jersey Regulation 1979
- Motor Vehicle (Construction & Use) Jersey Order 1998
- Weight and Measures (Jersey) Law 1967
- Road Traffic Jersey (Law ) 1956
- Competition (Jersey) Law 2005

## 1.6 Community Benefits

It is important that the successful supplier is aware of States wide strategic objectives to do with employment opportunities including Back to Work initiatives and other higher level skills. Where opportunities exist to recognize and support these objectives they would be welcomed.



## 2 Specification / Scope of Work

### 2.1 Contract period

The proposed contract term is an initial term of 33 month term(\*) with an option to extend for a further 2 year ( at yearly option) dependant on a successful review of supplier performance, user feedback along with consideration of market conditions ( global economic trends/oil market events and relevant factors related to reform programme of States of Jersey. (\*33 month term is proposed to realign procurement cycle to late spring and early summer period.

### 2.2 Description of goods / services / works required

The States require services of an experienced, competent, efficient and reliable supplier of liquid fuel by road tankers(s) to our numerous SOJ premises. Such services must be provided in compliance with all relevant legislative controls, specifically those related to Health and Safety requirements for transport/delivery, environmental considerations and contractor, States employees and public safety.

Fuel oils are used within the States of Jersey for the provision of essential public services on a 24 hour /365 day basis thus the importance of stable and adequate supply cannot be underestimated.

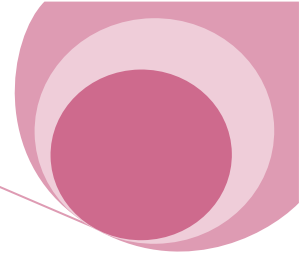
Currently the States of Jersey requires the supply of the following grades of fuels:-

Kerosene	Diesel ( low Sulphur)
Duty Free Diesel	Unleaded Petrol

Bids are being sort for the supply of all 4 fuel types and our operational preference is this is best performed by one operator although we may consider bids for supply a lesser number of grades/types of fuel by a supplier and we reserve the right to award contract(s) on that basis.

The liquid fuels are required to be delivered to accessible storage tanks/facilities of States of Jersey as requested by individual Departments. There are currently over 100 delivery points as detailed in ‘2015 SOJ Fuel Volume and Delivery Info’. Bidders must confirm in their tender response they can delivery to these location/sites. The number and location of delivery points may increase or decrease during the term of the contract. Delivery to sites/locations is required during normal working hours of the working week. There could be exceptional circumstances when a delivery is required at our request out of hour’s weekdays, Saturday or Sunday. Bidders must confirm their capability to do this and if any, what and amount of supplementary charge applies.

Whilst not expected, it is also possible that other fuel types in addition the primary types listed above may be required during the term of contract. Should this become a requirement the Authority will seek the successful supplier assistance by mutual agreement to satisfy the demand and manage any such changes by way of Change Control Note.



Bidders are invited to submit proposal for options for order placement as part of their bid submission. Currently the majority of our sites benefit from a 'top up' /vendor managed replenishment service provided and managed by the fuel supply operator. When required States departments also need to be able to telephone or email orders to call off a delivery. Such requests must be fulfilled within a maximum of one working day of notification.

Pricing / Commercial

Bidders are required to submit a detailed price/commercial proposal that includes a pricing breakdown in the spreadsheet provided. The commodity element of the price of the fuel purchased will be calculated by reference to the Platts Index based on weekly lagged prices. Weekly lagged prices are charged as an average of the daily prices in the week preceding the week of delivery.

Bidders are invited to consider and submit if their proposals for the operation of discount would you offer the States for reduced payment terms (please state the reduced terms sought) and mechanism to provide service credits for incidents of non-delivery / late deliveries /fuel quality incidents.

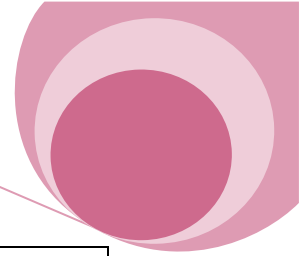
**2.3 Evidence of compliance to specification required from tenderers**

Bidders should submit a detailed and full response to this Invitation to Tender and the requirement and specification detailed therein. As a minimum, bidder's proposal response should fully address the subjects and request for information detailed below:-

**Quality Assurance**

Provide details of the quality and testing regime that is undertaken by you on the fuel products. If testing is performed at different stages in the Supply Chain show these stages separately. If different testing or quality checks are performed for the different fuels, clearly identify for which fuel(s) they are performed on. .
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Provide information on the Quality Accreditation that your company has
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**Capacity of Fuel Supply**

Provide details of the total storage /supply capacity you have / provide			
Fuel Type/Grade	Max Storage /Supply Volume ( litres)		
	Peak (Winter)	Summer	Shoulder
Kerosene			
Duty Free Diesel			
Diesel ( Low Sulphur			
Unleaded Petrol			

**Supply Chain Assurance**

Provide full details of your supply chain by fuel type/grade from refinery to delivery point – method of delivery to island, frequency of delivery etc, contingency plans/processes.

Provide full details of your processes/approach to mobilisation /preparation for this contract if your bid is successful – resource availability, demand (information /resource/ time) required from States of Jersey.

Provide full details of the current utilisation of existing delivery fleet by season/fuel grade. If bid is successful, if required what additional infrastructure and lead times would you need to secure

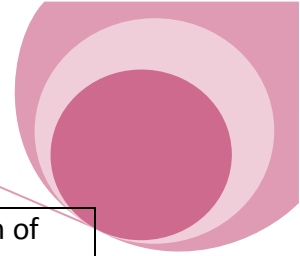
**Method of ordering**

Please outline which method of ‘ordering’ you will prefer to operate:-

- Direct request/order from department (state written, email verbal etc)
- ‘Top up’ by frequent delivery based upon historical usage patterns
- automated telemetry (state wired or wireless)
- a combination of the above – explain

If you are offering, or would favour, a form of telemetry provide details of the proposed system – any costs to the States, any infrastructure requirements, perceived benefits etc





**Staffing & Fleet Capacity**

What is the maximum number of employees allowed under your current Regulation of Undertakings and Development (Jersey) Law 1973 Licence:			
Locally Qualified Employees		NON locally qualified employees	

What is the current number of employees taking up places on your current Regulation of Undertakings Laws			
Locally Qualified Employees		NON locally qualified employees	

State the number of drivers you employ and the number of any hired or 'agency' drivers

Provide a detailed list of the fleet of vehicles you would use to service the contract. For each vehicle state its age, type, size/capacity and whether it is owned by you or is hired from another company. Dates of survey/certification of vehicles and tanks Detail safety equipment carried on each vehicle. Outline detail of preventative maintenance programme operates on vehicles and equipment that will be used in the delivery of services under the contract.

**Response Times**

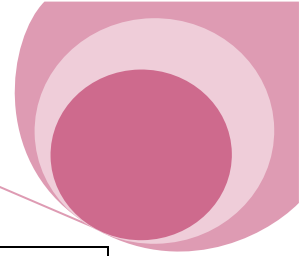
Provide details of the response times you will commit to for any ad hoc or emergency orders placed by States departments. Include any cut off times for the placement of the orders.

**Health & Safety, Environmental Issues and BC&DR Plans**

You must provide an example risk assessment of the type that will be required to be undertaken for each site if awarded the contract. This can either be cut and pasted into this section or attached as a separate document

Provide details of the safety training that is undertaken by your drivers in relation to deliveries. As well as listing the topics covered, indicate how often safety training is refreshed.

Provide a copy of the guidance/handbook extract that relates to the standard safety process that drivers must follow when making deliveries to customer sites. This can be cut and pasted here or attached as a separate document.



Provide a copy of the guidance/handbook extract that relates to the emergency safety procedures that drivers must follow when a spillage occurs either in transit or at a customer's site. This can be cut and pasted here or attached as a separate document.

Provide a copy of the guidance/handbook extract that relates to the emergency safety procedures that drivers must follow when an accident occurs either in transit or at a customer's site. This can be cut and pasted here or attached as a separate document.

Provide the accident statistics for your company for the last 24 months. Where your employees details are provided also show this information in terms of the number of working days lost through accidents.

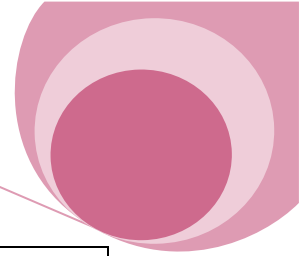
Please name the person responsible for delivering safety training within your organisation – please include qualifications and current job title

Provide a copy of your company health & safety policy – this can be attached as a separate document.

Provide a copy of your company environmental policy – this can be attached as a separate document.

Provide details of any environmental accreditation you may have and/or outline your EMAS system

Provide details of your Business Continuity and Disaster Recovery Plans - this can be attached as a separate document



**Administration Process for Deliveries**

Will you provide the requirements listed in the specification for the administration process of deliveries;

- That delivery is made within an agreed time frame
- That proof of delivery is obtained from appropriate personnel on site
- That where a delivery will not be signed for (which will only be authorised by prior approval with customers) that the paperwork is provided to the customer within 24 hours

**YES / NO – delete the option which is not applicable**

Will you provide electronic invoicing as per the requirements listed in the specification and the example invoice provided.

**YES / NO – delete the option which is not applicable**

**Management Information**

What management information will you be able to provide e.g. Platt’s information and exchange rate etc.

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What additional key performance indicators (KPI’s) to those supplied with ITT would you suggest should be used to demonstrate the level of service you will be providing? How would you seek to improve performance against any targets?

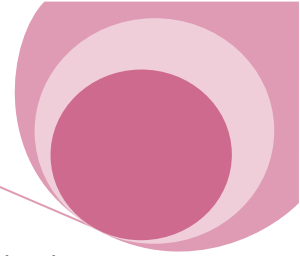
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**2.4 Contract Management**

Regular contract management and meetings will be required with the successful bidder at a frequency to be agreed. It is envisaged this will be at a minimum of bi-annual and at the mobilisation /initial stages of contract more frequent (monthly). The successful contractor will be responsible for resource and costs of preparation and submission of material and management information needed for these events and this info will be supplied to us at least 5 working days ahead of meeting date,

**2.5 Key Performance Indicators**

A series of KPI will be agreed with successful supplier in line with proposed KPI measures detailed in attached template and these will form part of the contract management regime / meetings along with examination of supply/usage and pricing data, opportunities for continuous improvement and innovation, management of agreed corrective actions (if any) and review of risks and issues register.



## 2.6 Payment Schedule

The standard payment term for the States of Jersey is 30 days. Currently invoicing is managed centrally by way of a consolidated invoice formatted as shown in the provided template that will be submitted by the successful bidder on a weekly basis in the required electronic format. Currently we do not envisage this process changing although we reserve the option to amend if operational required and expect the successful bidder to assist with all reasonable requirements. Your attention is drawn to Section 2.8

## 2.7 Terms and Conditions

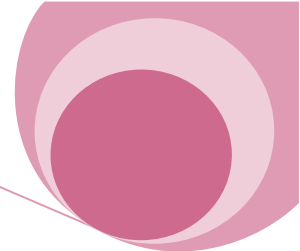
The contract will operate under the States of Jersey 'provision of goods standard terms and conditions. For avoidance of doubt, the final Contract shall incorporate:

- Section 1 – Form of Agreement.
- Section 2 – The Authority's Invitation to Tender Bidders Proposal
- Section 3 – Bidders Response to Invitation to Tender
- Section 4 – Bidders Commercial Proposal
- Section 5 – Clarifications & Variations to initial response

## 2.8 Supply Jersey

The States of Jersey has implemented a web-based Procure to Pay system called 'Supply Jersey' to improve the way we transact with our suppliers. The system includes a supplier portal which allows suppliers to easily view purchase orders, acknowledge orders and submit invoices for all States departments; reducing processing times whilst improving communication and accuracy. The system also allows the States of Jersey to store supplier catalogues and agreed pricing electronically, from which we can generate purchase orders against the agreed contract pricing.

The management of invoicing of fuel being a centrally managed process is currently one of the very few services for which the use of Supply Jersey is currently not mandatory. As noted in Section 2.7 currently we do not anticipate this will change. But for the avoidance of doubt we must reserve the right if needed during the term of the contract to require Supply Jersey to be used in contract and on the basis that the successful supplier will trade in a fully electronic /portal basis.



### 3 Pricing Schedule

#### 3.1 Tender Pricing Format

Bidder’s commercial/pricing proposal must be submitted and returned using the provided pricing template which form part of the mandatory ‘Documents to be returned’ required detailed in Section 6.2 of this ITT

#### 3.2 Acceptance period

Your Tender shall remain open for acceptance for ninety (90) days from the tender return date.

#### 3.3 Currency

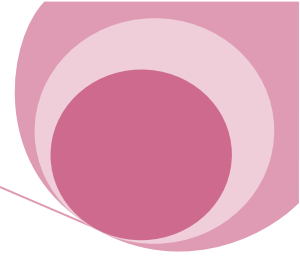
All prices are to be quoted in pounds sterling (GBP) unless otherwise stated.

#### 3.4 Value Added Tax (VAT)

Jersey is not subject to VAT so please exclude this from any tender price submitted.

### 4 Tender Timetable

Activity	Date
ITT Issue Date	1st August 2016
<b>Tender close time &amp; date</b>	<b>30<sup>th</sup> August 2016 12:00 Noon</b>
Tender evaluation process	1st-2nd week Sept 2016
Tender clarification	1st-2nd week Sept 2016
Evaluation process complete	End Sept 2016
Preferred supplier notified	End Sept 2016
Contract documentation finalised	Early Oct 2016
Contracts signed	Early Oct 2016
Supplier implementation period	Mid/Late Oct 2016
Contract start date	1 <sup>st</sup> Nov 2016
Contract Management Review dates	Quarterly / Bi-Annual
Contract end date	31 <sup>st</sup> July 2019



## 5 Evaluation criteria

### 5.1 Selection basis

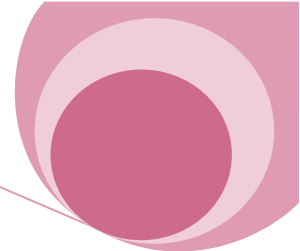
All tenders submitted will be reviewed in accordance with pre-determined contract award criteria. Tenders acceptance will not be bound to the lowest bid submitted but will be awarded on the basis of the industry standard “Most Economically Advantageous Tender (MEAT)”. The Authority does not bind itself to accept any tender.

### 5.2 Evaluation criteria

- Evidence of understanding of the scope and complexity of the requirement/brief
- Detail of their Supply Chain Logistics – Capacity/Reliability/ Continuity
- Detail of Storage/ Supply C /Delivery Capacity
- Experience in provision of similar service – scale of operation
- Quality Assurance – Product Quality / Service Quality / Continuous Improvement
- Capability in accepting and efficiently handling our methods of ordering
- Delivery and Response Times Order to Delivery
- Compliance to Health & Safety and Environmental Regulations and Industry/Sector Best Practices
- Capability in provision of Management Information
- Compliance to our Invoicing process required
- Commercial Proposal - Delivery of Value for Money
- Concepts/Suggestions for innovation/cost savings/discounts/service credits
- Reference/Due Diligence Checks

#### Feedback

Feedback can be provided for unsuccessful tenderers upon request from them. Tender prices submitted will not be provided as a comparison.



## 6 Instructions for submitting a response

### 6.1 Tender Return Date

As identified within Tender Timetable.

### 6.2 Documents to be returned

- Signed declaration statements
- Completed Bidder/Supplier Questionnaire
- Completed detailed Service Proposal including as a minima information requested/outlined in Section 2.2
- Commercial Proposal / Pricing schedule

### 6.3 Instructions for Tenderers

#### 6.3.1 Acknowledgement of receipt of invitation to tender

Tenderers must check that all the documents listed in the index have been received and are complete in all respects. **If you decide to decline this Invitation to Tender please respond using the 'opt out' icon on the e-portal.**

#### 6.3.2 Tender queries

If Tenderers have queries regarding the Invitation to Tender, they are to be submitted by e-mail by using the **Question and Answer** facility within the Tender screen, not less than five **(5) working days** prior to the date for receipt of Tenders.

If the question is felt to be of general interest to other Tenderers such as the structure, content, and meaning of any documents then the Director of Strategic Procurement at their sole discretion will make the response(s) to these queries available to all Tenderers.

#### 6.3.3 Completion of Tenders

Tenders must be submitted in accordance with these instructions and the other documents in the Invitation to Tender, together with all other information required to sufficiently describe the tender fully, not later than the date stated in the Invitation to Tender.

Completed tenders shall be submitted via the electronic system using the **Response Wizard**. If you have any queries with this process please contact [procurement@gov.je](mailto:procurement@gov.je)

The Authority may reject tenders not submitted in accordance with these instructions.

#### 6.3.4 Language

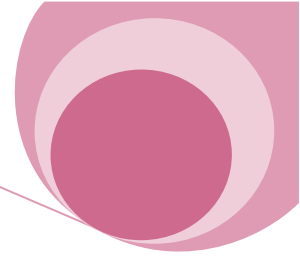
The Tender and all communications are to be in the English Language.

#### 6.3.5 Amended or Qualified Tenders

No alterations or qualifications to any of the Invitation to Tender documents shall be made unless the Authority has notified them in writing.

#### 6.3.6 Tender Bulletins

The States of Jersey reserves the right to issue Tender Bulletins detailing changes to the Invitation to Tender at any time after the issue and up to **three (3) working days** prior to the



date and time for the return of the Tender. These changes must be taken into account by Tenderers when preparing their submissions.

### **6.3.7 Tenderers Expenses**

Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of the Tender.

### **6.3.8 Obligations of the Agreement**

Tenderers must ensure that they are fully familiar with the nature and extent of the obligations of the Agreement and be aware that the Agreement will be strictly supervised and the standard of the performance enforced. The Tenderer will be deemed to have read, examined and accepted the Agreement and the terms and conditions contained therein to the submission of the Tender. It is the responsibility of the Tenderer to obtain for itself at its own expense all information necessary for the preparation of its Tender.

### **6.3.9 Sufficiency and Accuracy of Tender**

Tenderers are cautioned to check the accuracy of their Tender prior to submission. A Tender containing any clerical errors may, at the sole discretion of The Authority, be referred back to the Tenderer for correction. Tenderers shall familiarise themselves with all laws, regulations, bye-laws, site conditions and all other factors that may affect the Tender.

### **6.3.10 Late Receipt of Tender**

Tenders received after the date for receipt of Tenders set out in the Invitation to Tender Letter, or not strictly in accordance with these Instructions may, at the sole discretion of the Authority, be disregarded.

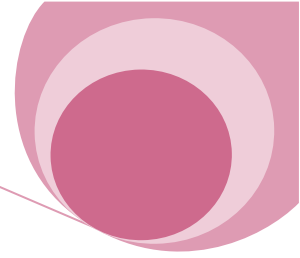
### **6.3.11 Confidentiality**

Tenderers shall treat the Invitation to Tender Documents as confidential and restrict their circulation and distribution to a 'need to know' basis. Tenderers shall not disclose their Tender in whole or in part to any third party prior to either the award of a contract by The Authority, or receipt of notification that the Tender has not been accepted (in accordance with the non-disclosure agreement submitted)

### **6.3.12 Contract Award**

The Authority reserves the right: to discuss confidentially, any aspects of your Tender with you prior to any award of Contract.





## 7 Declaration Statements

### 7.1 Form of Tender & Tender Declaration

**We undertake to provide the following services: -**

Supply of Liquid Fuels to the States of Jersey – CP06/03/02 – AC7D CC77SD

We accept the provisions of the Invitation to Tender and offer to provide goods, services or works in accordance with the prices, terms and conditions stated herein. We accept and will comply as a minima with all applicable statutory requirements in respect of the safe carriage, delivery and handling of liquid fuel products during the contract term.

We understand that The Authority will disregard any oral agreement or arrangement made by us, and that we are cautious to check our Tender before submission, as amendments to or withdrawals of Tender submitted, if received by The Authority after the time specified for receipt of tender, may not be considered.

We undertake, and it shall be a condition of any Contract that;

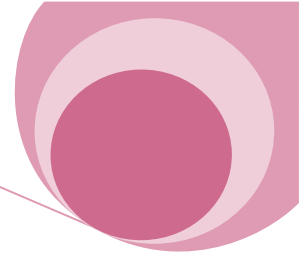
the following is a 'bona-fide' Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any other person. We also certify that we have not done and we undertake that we will not do any of the following:

- communicate to any person other than the person calling for these Tenders the rates or approximate rates in the proposed Tender,
- enter into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted,
- offer to pay or give or to receive, or agree to pay or give or receive, any sum of money or consideration directly or indirectly to or from any person for doing or having done or causing or having caused to be done in relation to this or any other Tender or proposed Tender for the said goods or services any act or thing of the sort described above. In this context "person" includes any person and any body or association, corporation or incorporate and "any agreement or arrangement" includes any such transaction formal or informal whether legally binding or not.
- that no variations in, or acceptance of any Invitation to Tender, or Tender shall be binding unless agreed in writing.

This Tender shall remain open for acceptance for a period of ninety **(90) days** from the final date for the submission of Tenders.

We also confirm that we have not allowed any amount in our Tender for Value Added Tax.

Unless and until a formal agreement is executed this Tender together with your written acceptance thereof, shall constitute a binding agreement between us.



We undertake that any of our employees, agents or servants providing the services under this Contract, where so required by The Authority will enter into and abide by a Confidentiality Agreement to be in a form acceptable to The Authority.

We understand and it is agreed that The Authority shall retain the right to reject any and all Tenders, in whole or in part and it is furthermore agreed that The Authority shall be under no obligation to select the lowest or any other Tender.

We understand that The Authority reserves the right to alter or cancel any requirement stated in the contract at any time during the period of the contract.

We have taken all necessary steps to inform ourselves regarding this requirement and we understand and agree that The Authority shall not be liable for any inaccuracy or insufficiency in the information available to us in connection with this Tender.

**Dated:** .....

**Signed:** .....

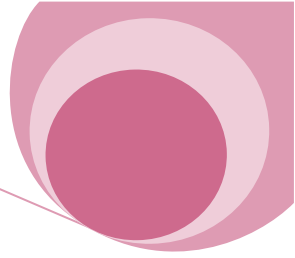
**Name (Capitals):** .....

**Title:** .....

**On behalf of:** .....

**Address:** .....

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## **8 Appendix**

**Not used**