



RFP # 872459

Request for Proposal (RFP)

For the

Provision of Contact Centre Services

Issued by: The Purchasing Department
Project Name: Contact Centre Services
March, 2021

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1.0 Introduction

The Jamaica Public Service Company Limited is seeking to identify a qualified contracting firm to manage customer contacts utilizing an Omni channel support model across all touchpoints. The JPS is committed to the on-going improvement in customer service in a manner that is consistent with its License, prudent business practice in the utility sector and the Company's Code of Ethics and Business Conduct.

1.1 About JPS

Jamaica Public Service Company Limited (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 80 per cent of the shares in JPS. The Government of Jamaica and a small group of minority shareholders own the remaining shares.

JPS serves over 600,000 residential, commercial and industrial customers, through a workforce of close to 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 kilometres of distribution and transmission lines.

JPS has a number of contact points to manage customer interactions with the company to include Parish Offices, Call Centre, IVR, Email, Web Chat, Social Media and JPS Mobile App.

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.

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

1.2 Existing Environment

In 2015 JPS outsourced its Inbound Calls from external customers to a Third Party Provider which has been supported by an internal Escalation Team. The Interactive Voice Response (IVR) is also hosted on a Third Party's platform. JPS continues to manage its other contact channels (Email, Web chat, Social Media and the JPS Mobile App) in house. The Customer Service Teams operate 24 hours a day, 7 days a week, every day of the year.

In recent times there has been a shift from customers using traditional means of contacting JPS to more digital and online interactions resulting in a closure of ten (10) parish offices. As a result, the company has shifted focus to align its business model in line with global market trends relating to digitalization of customer service, with a goal of

delivering optimized, personalized and seamless customer experiences across all contact channels.

1.3 Purpose of RFP

Through this RFP, JPS aims to secure a competent Third Party Service provider who will be responsible for managing customer contacts at the JPS in accordance with the Scope of Work specified in this RFP.

1.4 Definitions

“Bidder”, “Supplier”, “Vendor” or “Contractor” “Firm” 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 Contact Centre Services as necessary.

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

“Delivery” means successful insurance placement and the subsequent sign off by the successful bidder and the JPS.

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

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

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

2.0 GENERAL INSTRUCTIONS TO BIDDERS

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

2.1 Points of Contact

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

Name: Jennifer Foster
Charmaine Shaw, Actg. Purchasing Manager
Address: Jamaica Public Service Co., Ltd.
113 Washington Boulevard
Kingston 20
Email: jfoster@jpsco.com
cshaw@jpsco.com

2.2 Communication Regarding the RFP

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

All communication and questions should be submitted via email 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.

Queries should be submitted via email, and must include the following:

- ❖ Company's name, Company's address, phone number, contact person, email address, telephone number (landline and mobile) and position,
- ❖ References to specific points within this RFP using the Section number as reference
- ❖ **Clear and concise questions which must be submitted by Thursday April 01, 2021 in order for responses to be provided by Tuesday April 06, 2021, 2021.**

A Bidder contact should be provided for all questions and clarifications arising from the proposals. Please include the person's name, e-mail address, Bidder's address, position, title, telephone (landline and mobile) and facsimile number.

2.3 Period of Validity of Bids

Bids shall remain valid for ninety (90) days after submission. A bid valid for a shorter period may be rejected by the Company as non-responsive. In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing.

2.4 RFP Amendment and Cancellation

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

The amendment will be done in writing to all prospective Bidders who have received the Bidding Documents.

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

2.5 Bid Withdrawal

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

2.6 Confidentiality of Data

The Bidder should recognize that JPS operates in a sensitive business environment and, for that reason the Bidder must treat the materials and data provided by JPS as confidential.

2.7 Corrupt or Fraudulent Practices

The Employer requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts:

Defines, for the purposes of this provision, the terms set forth below as follows:

1. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of any officer/personnel involved in the procurement process or in contract execution;
2. “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of the JPS and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive JPS of the benefits of free and open competition;
3. “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and

4. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

2.8 Ownership of Work Product

All Deliverables and work product produced by the successful bidder for or on behalf of the Company, including all programming, documentation, plans, specifications, technology, inventions, processes, content, materials and works of authorship, and any and all inventions, discoveries and ideas that are made or conceived as a result of the Services performed under this Contract (collectively, the “Work Product”), shall belong exclusively to the Company.

3.0 PREPARATION OF BIDS

3.1 Proposal Format

Bidders are expected to submit their proposal in two (2) parts.

Operational Proposal; and

Financial Proposal

The Operational Proposal should not contain any pricing information. The Financial proposal should be separate and shall contain price information as set out under 3.3 below in Jamaican Dollars.

3.2 Operational Proposal

The Operational proposal should include the following in the prescribed order below:

Business Profile

(1) General Information Sheet, Appendix I.

(2) Executive Summary

- The executive summary shall be written on company letterhead and shall briefly summarize the Bidder’s ability to provide the services specified in the RFP.

The executive summary shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with JPS.

- Provide evidence of establishment, type of organization and size.

(3) Provide contact names and phone numbers for the person(s) responsible for the operation of the Bidder’s organization

- Provide Audited Financial Statements for the last two (2) years.
 - Qualification and experience of your staff that will provide the requisite services (Resumes to be included).
- (4) Evidence of Establishment
- a) Certified copy of Certificate of Incorporation (certified by the Companies Office of Jamaica)
 - Letter of Good Standing from the Companies Office of Jamaica
 - Particulars of the Board of Directors and Senior Managers, as well as shareholders owning 20% or more shares in the company
 - The Registered Office of the Bidder
 - Reference of three clients with risks of similar size and type to that of JPS
 - Certified Copy of Tax Registration Number (TRN)

3.3 Financial Proposal

This proposal must be submitted under separate cover and clearly marked 'Financial Proposal'

All vendors must give a cost breakdown in Jamaican Dollars only, as described in this RFP.

3.4 Summary of Risks

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

3.5 Bid Prices

The Bidder shall indicate what the total price is to the Company for performing the Services. Bidders must submit their price to include all associated expenses. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variations on any account.

4.0 SUBMISSION OF BIDS AND SELECTION CRITERIA

4.1 Proposal Response

Bid Response

All responses must be in English Language. Your bid response must be presented in two (2) separate email submissions, namely Financial and Operational Proposals Note that the Financial submission will not be opened (evaluated) if the Operational technical requirements are not met. All responses are to be submitted in electronic format only (*see Section 4.3*). **The deadline for submission of bids is Tuesday April 13, 2021 at 02:00 p.m.**

RFP CALENDAR – Insurance Coverage		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	March 25, 2021	JPS
Bidder submits questions on RFP	April 01, 2021	Bidder
Final date to respond to all questions	April 06, 2021	JPS
Closing date for Bid submission to JPS	April 13, 2021	Bidders
Bid Opening (Technical Proposals)	April 15, 2021	JPS
Review and Evaluation of Bids	April 22, 2021	JPS
Bid Opening (Financial Proposals)	April 26, 2021	JPS
Notification to short-listed bidders	April 30, 2021	JPS
Final Selection and advise to Bidders	May 03, 2021	JPS
Preparation of Purchase Order	May 07, 2021	JPS
Contract Signing	May 28, 2021	JPS/Vendor

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.

4.2 Late Bids

Any bid received by the Company after the deadline for submission of bids prescribed by the Company, pursuant to Section 4.1, will be rejected.

4.3 Marking of Bids

Responses to the RFP should only be submitted electronically as follows:

One electronic copy of the Financial Proposal should be sent in a separate mail to rfi@jpsco.com and one electronic copy of the Operational Proposal, in another mail marked, ‘Operational Proposal’

Note that both Operational and Financial proposals should be sent in separate email (observing the deadline of the RFP) and should be sent to rfi@jpsco.com

The proposal must be signed by an official, authorized personnel who can bind the Vendor to the provisions of the RFP.

Note that proposals sent to any other email address will be rejected and proposals returned to the vendor.

4.4 Proposal Rejection

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

4.5 Right of Rejection

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

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

5.0 SELECTION PROCESS AND EVALUATION CRITERIA

5.1 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization.

Evaluation Criteria:

Factors	Weighted Maximum Scores
Proposal Preparation - Professional presentation and organization of the proposal, which illustrates quality of the potential service to be provided.	10
Price – JPS is price sensitive, however, in evaluating fees, the Company will consider the best value, terms of payment and the financial capability of your company.	40
Qualification and Experience - Knowledge and experience in providing similar service	30
Responsive to the RFP and ability to provide service beyond the scope of the RFP. - Scope of service and standards expectation	20

5.1.1 Disclaimer

At its discretion JPS reserves the right to:

- i. Reject any or all bids, in whole or in part as JPS is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of JPS.
- ii. To waive minor irregularities.
- iii. Reject a bid if it is in any way incomplete or irregular.
- iv. Modify the RFP document and request all Bidders to re-submit their quotation based on the changes
- v. Withdraw the RFP
- vi. Make no award
- vii. Make an award without further discussion of any proposal and enter into a contract with the bidder whose proposal in JPS' judgment most nearly conforms to JPS' requirements, and will best serve the needs of JPS on terms to be agreed between JPS and the successful Bidder.
- viii. Select a bid other than the lowest priced, if JPS determines, at its sole and absolute discretion, that JPS' interests will best be served by doing so.
- ix. Withhold any information used in conducting the evaluation
- xi. Reject any or all bids and enter into negotiations with any Bidder or Bidders that JPS may choose
- xii. Seek clarification from any Bidder regarding price information and may do so without notification to any other Bidder
- xiii. Continue the review procedure until a Bidder is selected successfully or until JPS chooses to reject all proposals
- xiv. Accept any bid or alternate as submitted without negotiations

- xv. Require revisions to, corrections of, or other changes to any bid submitted as a condition to its being given any further consideration
- xvi. After review of all bids, opt to split the contract between two or more service providers.
- xvii. Open negotiations with additional Bidders

5.2 Determination of Responsive Bids

The Company will examine the bids to ensure conformance to all the instructions listed in the Instructions to Bidders.

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

5.3 Independent Price Determination

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

5.4 Selection and Notification

Vendors determined by JPS to possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via mail. Those vendors not selected for the negotiation phase will not be notified.

5.5 Bid Discrepancies

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

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

5.6 Right to Negotiate

Upon evaluation of the submitted bids, JPS reserves the right to enter into negotiations with one or more Bidders (not necessarily the Bidder with the lowest deliverable price submission) that appear to have submitted a bid that meets the needs and requirements of JPS. Negotiations could include, but are not limited to, price and the terms and conditions

of this RFP. However, issues may arise that JPS may not negotiate due to policies or strategies, and an impasse could arise. If, for any reason, a Bidder and JPS cannot arrive at a mutual agreement that would result in the issuance of a contract, JPS reserves the right to terminate negotiations, to reject the bid, and to continue negotiations with other responsive Bidders that may lead to the issuance and award of a contract.

5.7 Written Clarification

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

5.8 Contract Award

The Company will award the contract to the successful Bidder whose bid has been determined to be the most responsive and has been determined the most competitive bid, provided it has been determined that the bidder is qualified to perform the Services required.

The competence, experience and background of Bidders will be considered in making the contract award.

JPS reserves the right to invite any or all Bidders to make an in-person presentation.

6.0 SCOPE OF SERVICES

6.1 Scope of Functions

The scope of functions to be covered by the Contact Centre can be broadly classified into the following categories:

- a) Inbound calls
- b) Outbound calls
- c) Written correspondence to include email, web chat, social media, responding to queries and requests coming through the JPS mobile app
- d) IVR functions
- e) Contact Centre Platform

The subsequent sections describe currently anticipated scope of services.

6.2 Inbound Calls

An indicative (not exhaustive) list of functions to be covered under inbound calls, is given below:

- a) General and account related queries on products & services
- b) Billing queries
- c) Execution of basic services and transactions
- d) Service Requests
- e) Complaints
- f) Queries on Mobile App and Web Portal
- g) Other general inquiries

6.3 Outbound Calls

An indicative (not exhaustive) list of the functions to be covered under outbound calls is given below:

- a) Marketing functions- sales campaigns, up-selling products and services
- b) Soft recovery (arrear, bad debt)
- c) Ad hoc surveys- customer satisfaction, segmentation, data verification

6.4 Written Correspondence

An indicative (not exhaustive) list of the functions to be covered under written correspondence is given below:

- a) Responding to customers via:
 - i. Email
 - ii. Webchat
 - iii. Social Media
 - iv. JPS Mobile App

6.5 IVR Services

The Contact Centre will be required to provide a complete IVR solution with the ability to support all functions that the JPS currently supports on its IVR and to include additional functions (not exhaustive) as outlined below:

- a) Dashboard
- b) Ability to run reports on the various options
- c) Text to speech
- d) Update hold message for different options/ menu
- e) Ability to relabel /reword options without taking down the entire IVR
- f) Restructure layout – Add queues or Remove queues no longer in use without overall IVR going offline
- g) Screen pop to proactively identify who is calling
- h) Self-service (verification)
- i) Call Back Assist
- j) Bot integration
- k) Ability for Agent to transfer/conference call to the IVR self-help option
- l) Be flexible in terms of integrating with our other applications in general
- m) Be flexible in terms of integrating with our other applications to provide self-service options
- n) Survey Campaigns

- o) Intelligent routing to agent
- p) API Support

6.6 Contact Centre Platform

The Contact Centre will be required to provide a complete contact centre solution to continue supporting all functions that the JPS currently supports internally. The solution should have omni channel capabilities and should be readily configurable. The platform should include the following (not exhaustive):

- a) Email response management
- b) Real-time Chat
- c) Social Media Integration
- d) Automated Routing
- e) Call Center Management
- f) Document Storage
- g) Email Integration
- h) Interaction Tracking
- i) Knowledge Base Management
- j) Reporting/Analytics
- k) Self Service Portal
- l) Service Level Agreement (SLA) Management
- m) Ticket Management
- n) Workflow Configuration
- o) Remote Access
- p) Alerts and Escalations
- q) Quality system
- r) Use of Artificial Intelligence (AI) to aid in but not limited to social listening and quality management

6.7 IVR Structure

The Vendors selected to run the Call Centre will be required to design the IVR tree structure in consultation and with the approval of JPS. The JPS may suggest changes and customization in IVR tree structure from time to time, which the Vendors will be required to execute within 3 working days free of cost. The Vendors should be able to configure important messages/advertisements on IVR free of cost during the waiting period. The content and time period for such messages/advertisements shall be decided by JPS.

6.8 Other Key Criteria

The scope includes the Third Party Service Provider being able to establish a seamless connection with the JPS remotely. The arrangement will involve access to JPS software applications. The scope of work outlines the requirements of the Business that are the responsibility of the successful bidder to have:

1. Desktop Client Access

To connect via a desktop, the following minimum requirements must be in place:

- i) Windows 10 and above
- ii) Citrix ICA client version 6.5 or higher
- iii) Internet Connection 20 Mbps.
- iv) Desktop or laptop with:
 - 100MB Free Space
 - Intel Core Duo 2 Ghz
 - 4GB Ram
 - Full Duplex Sound Card or USB Multimedia Headset

2. Telecommunications Connectivity

The Third Party Agents will interconnect to JPS Corporate Network from their PCs through a Site to Site VPN connection established over the internet.

The Third Party Provider must have a statically assigned, publicly routable IP Address and a firewall capable of establishing an IPsec VPN tunnel.

3. Softphone

An escalation queue will be managed by JPS agents. The Third party should provide an Agent Softphone client software that will be installed on the JPS Agent's PCs that will allow a secure connection back to the Third Parties PBX. This will allow the JPS Agents to act as nodes on the Third Party's PBX.

7.0 SERVICE LEVEL STANDARDS

7.1 Contractors' Responsibility

- Contractors will be measured on the below standards (not exhaustive) across the various platforms:
 - Service Level
 - Average Speed of Answer
 - Abandonment Rate
 - Average Handle Time
 - First Contact Resolution
 - Quality Performance
- The Contractor's contract will be reviewed if the standards are not met three consecutive months
- The Contractor shall provide with access at all times to quality scores of the Contractors' Agents
- The Contractor shall be liable to the Company for the performance of the Services and for any loss suffered or expense incurred by the Company consequent on the

provision of the services hereunder or any act or omission on the part of the Contractor, its servants, agents or sub-contractor.

- The Contractor shall keep the Company fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, suffered by the Company or any third party where such loss, damage, or injury is the result of a wrongful action, action, negligence on the part of the contractor
- The contractor shall take out and maintain, at its own cost, insurance against all relevant risks, and (ii) at the Company's request, shall provide evidence to the Company showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. Such insurance shall include:
 - (a) Insurance against loss of or damage to property used in the performance of the Services, and any documents prepared by the contractor in the performance of the Services.
- The contractor shall employ and provide such qualified and experienced personnel as are required to carry out the Services.
- The contractor shall deliver the Services with high level professionalism, courtesy and respect to the Company's customers and employees.

7.2 JPS' Responsibilities

- Grant permission for Access to JPS software applications.
- Conduct training with Contractor's workforce in areas where this may be required.
- Timely communication of company updates that impacts customers

8.0 GENERAL CONDITIONS OF CONTRACT

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

8.1 Contract Documents

The following documents shall form a part of the Contract:

- The bid document inclusive of the Instructions to Bidders and Conditions of Contract, and all addenda issued under this Bid.
- The Bidder's response
- Any agreements made between the Contractor and the Company in the post Bid meetings

- The RFP

8.2 Contract Term

The duration of the contract will be for a period of three years. The contract may be extended by a mutual written agreement between the Bidder and JPS at the same terms and conditions.

8.3 Proprietary Content

JPS understands that certain elements of the Bidder's proposal may contain information, including pricing, that is competitively sensitive. JPS acknowledges that all information furnished in the proposals will be for the exclusive use of JPS, in evaluating and selecting a Contractor for the provision of the Services, and that all parties will respect the sensitive nature of that information in accordance with sound commercial practices.

Similarly, all information provided by JPS to the successful Bidder shall be kept in the strictest confidence and shall not be used for any other purpose other than for the fulfilment of the Services.

The successful bidder will be the subject of a formal contract for the provision of the respective service, which is expected to be completed and signed within 60 days of award.

8.4 Prices

The quoted rates listed by the Bidder of the service to be provided under the Contract shall not, with the exception of any price adjustments authorized and agreed on by Bidder and JPS, vary from the rates quoted by the Bidder in its bid.

8.5 Terms of Payment

The Bidder shall provide JPS with a monthly/ quarterly invoice pertinent to additions and deletions as instructed by JPS

JPS will pay all undisputed invoices within thirty (30) days of receipt of invoice from the Bidder.

8.6 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.

8.7 Termination

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

(a) If the Bidder fails to perform any other obligation(s) under the Contract.

(b) The JPS may by written notice sent to the Bidder, terminate the Contract, in

whole or in part, at any time for its convenience by giving one (1) month's notice. The notice of termination shall specify that termination is for the JPS convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

8.8 Force Majeure

The Bidder will not be liable for liquidated damages or termination for default, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For the purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder'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 bidder shall promptly notify the JPS in writing of such condition and the cause thereof. Unless otherwise directed by the JPS in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.9 Governing Language

The Contract shall be written in the language of the bid, as specified by the JPS in the Instructions to the Bidders. All correspondences and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

8.10 Applicable Law

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

REQUEST FOR PROPOSAL (RFP)
The Provision of Contact Centre Services

GENERAL INFORMATION

Name of Organization: _____

Address: _____

Key Contact: _____

Title: _____

Telephone Numbers: _____

Email Address: _____