

# **Bid Pack**

## **Attachment 3 – Statement of Requirements**

Contract Reference: CCCO20A06 Hard Copy News Delivery

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#### 1. PURPOSE

- 1.1 Her Majesty's Treasury "HM Treasury" (the Customer and Contracting Authority) are seeking to appoint a Supplier for the delivery of Hard Copy News items.
- 1.2 The Contract will be for an initial one (1) year term, with the option to extend for two periods of one (1) year each (1 +1+1). Any extension options will be taken up at the Authority's discretion, subject to business need and budgetary approval.

#### 2. BACKGROUND TO THE CONTRACTING AUTHORITY (THE CUSTOMER)

2.1 The Customer is the United Kingdom's economics and finance ministry. It is responsible for formulating and implementing the Government's financial and economic policy. HM Treasury's vision is to:

#### 2.1.1 Reduce the structural deficit in a fair and responsible way;

I.e. take action to tackle the deficit in a fair and responsible way, ensure that taxpayers' money is spent responsibly, and get the public finances back on track whilst protecting growth.

## 2.1.2 Secure an economy that is more resilient, and more balanced between public and private sectors and between regions;

I.e. take action to boost enterprise, support green growth and build a fairer and more balanced economy where we achieve a sustainable distribution of growth across the economy, in particular in regions and sectors.

# 2.1.3 **Reform the regulatory framework for the financial sector to** avoid future financial crises;

The current system of financial regulation is replaced with a framework that promotes responsible and sustainable banking, where regulators have greater powers to curb unsustainable lending practices and we take action to promote more competition in the banking sector.

2.2 HM Treasury is supported by a shared service function to fulfil all of its ICT requirements. The ICT services are provided by the Information and Workplace Solutions (IWS) Team in conjunction with the Customer's outsourced providers.

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# 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Customer is seeking to appoint a contracted Supplier for the provision of Hard Copy News for HM Treasury Group including, but not limited to, National Infrastructure Commission (NIC), the Government Internal Audit Agency (GIAA) and UK Financial Investments (UKFI).
- 3.2 HM Treasury's current Hard Copy News agreement terminates on 30<sup>th</sup> September 2020. To ensure transition and continuity of services, HM Treasury is procuring a new Contract with the aim of having a new contract in place by 23<sup>rd</sup> September 2020.

Expression or Acronym	Definition
DMO	Means; Debt Management Office
GIAA	Government Internal Audit Agency
EU	European Union
HM Treasury	Means; Her Majesty's Treasury
IWS	Means; Information Workplace Solutions
NIC	National Infrastructure Commission
UKFI	UK Financial Investments

#### 4. **DEFINITIONS**

#### 5. SCOPE OF REQUIREMENT

- 5.1 The Customer is seeking a Supplier to provide the following requirements:
  - 5.1.1 Provision and delivery of regular and ad-hoc Hard Copy News items to the in-scope locations within Central London as described in Section 19.
  - 5.1.2 Scope for the future provision of delivery services in other United Kingdom locations as described in Section 19.
  - 5.1.3 Provision of service support by telephone and email.
- 5.2 Out of Scope:
- 5.3 International (EU and Global) delivery of Hard Copy News items is <u>not</u> required.
- 5.4 Web-based ordering system provisions are not required, as the Customer's requirement is for orders to be placed by telephone and email. Therefore, there are no system integration requirements.

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#### 6. THE REQUIREMENT

- 6.1 HM Treasury are seeking a Supplier to deliver Hard Copy News to departments within HM Treasury Group, 11 Downing Street and the Debt Management Office.
- 6.2 The Supplier will deliver each Department's and Buying Group's Hard Copy News requirements on a daily, weekly, fortnightly, monthly, bi-monthly and quarterly basis, as specified by each department.
- 6.3 There will be no guaranteed minimum or maximum ordering volumes and no minimum spend under the Contract. This will be a call-off contract, with regular subscriptions and ad-hoc ordering requirements to be agreed during the contract term. The Supplier's services therefore must be flexible to enable the amendment and cancellation of item volumes and subscriptions as and when the Customer requires.
- 6.4 Departments and Buying Groups must be able to place regular and ad-hoc orders by a telephone and email service.
- 6.5 The Supplier must provide their delivery services, including telephone and email support, seven (7) days a week, excluding Bank Holidays.
- 6.6 The Supplier must be able to invoice each Department and Buying Group individually; this means de-centralised invoicing rather than centralised.
- 6.7 The required Hard Copy News items and subscriptions that are in-scope for this contract are detailed in **Annex A** of this Statement of Requirements.
- 6.8 Order Cancellations:
  - 6.8.1 When the Customer instructs the Supplier to cancel an order, the Supplier shall take action to ensure that the cancellation is effective immediately and that no further costs are incurred by the Contracting Authority. The Supplier shall accept Notice of cancellation via e-mail, fax or post.
  - 6.8.2 The Supplier shall advise the Contracting Authority of any cancellation charges of either the publisher or the Supplier before cancellation is made and seek reconfirmation from the Contracting Authority that they still wish to cancel.
  - 6.8.3 The Supplier shall acknowledge receipt of all cancellation requests within five (5) working days.
  - 6.8.4 The Supplier shall ensure that where available a refund in respect of cancelled subscriptions is obtained from the publisher and credited to the Contracting Authority within seven (7) calendar days of receipt from the publisher.

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#### 6.9 Claims

- 6.9.1 The Supplier shall have a Claims procedure to hasten outstanding orders and other missing Goods and Services.
- 6.9.2 The Supplier will acknowledge Claims made within 2 Working Days and process all Claims (except those classed as urgent) within 3 Working Days and provide the Contracting Authority with a status report for each claim (24 hours or earlier) after processing the Claim and then on a regular basis (but not more than every 72 hours).
- 6.9.3 The Supplier shall process all urgent Claims within 24 hours of notification by the Contracting Authority and provide the Contracting Authority with a status report for each claim 12 hours or earlier after processing the Claim.
- 6.9.4 The Supplier shall liaise with the publisher to resolve Claims made within 3 Working Days of receiving a Claim or within 24 hours for urgent Claims
- 6.9.5 The Supplier shall accept Claims by e-mail, fax, telephone, post and through the Online Portal.
- 6.10 The Supplier shall pro-actively seek information from publishers on delayed, suspended, ceased etc. publications, and notify the Contracting Authority accordingly, thus minimising the need to claim.

#### 7. KEY MILESTONES AND DELIVERABLES

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Transition and Implementation of successful Supplier's services for the Hard Copy News contract	By no later than 28 September 2020
2	Commencement of successful supplier's delivery services of Hard Copy News	1 <sup>st</sup> October 2020

7.1 The following Contract milestones/deliverables shall apply:

#### 8. MANAGEMENT INFORMATION/REPORTING

8.1 The Supplier shall be required to acknowledge by email an order placed by a Contracting Authority within 1 Working Day and shall process all new subscription orders within 2 Working Days.

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- 8.2 The Supplier shall acknowledge an information enquiry made by a Contracting Authority within 1 Working Day and shall provide a substantive response or further holding reply within 2 Working Days of receipt.
- 8.3 The Customer will require the following ad-hoc management information reporting requirements on request during the contract term. This reporting information should be provided by email within 48 hours of the Customer's request.
  - 8.3.1 Full delivery history including (but not limited to); Item, cost, delivery frequency, cost centre, delivery address.

#### 9. VOLUMES

- 9.1 The indicative volumes based on the Customer's previous contract are outlined in <u>Annex A</u>. These indicative volumes refer to the number of copies for each department group or buying team.
- 9.2 As per 6.3, there will be no guaranteed minimum or maximum ordering volumes and minimum spend under the Contract;
- 9.3 This will be a call-off contract, with regular subscriptions and ad-hoc ordering requirements to be agreed during the contract term. The Supplier's services therefore must be flexible to enable the amendment and cancellation of item volumes and subscriptions as and when the Customer requires.

#### **10. CONTINUOUS IMPROVEMENT**

- 10.1 The Supplier will be expected to seek to continually improve the way in which the required Services are to be delivered throughout the Contract duration, including the review and action of any service feedback provided by the Customer.
- 10.2 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

#### 11. SUSTAINABILITY

11.1 The Supplier should submit reporting information, invoices and all correspondence electronically wherever possible.

#### 12. QUALITY

- 12.1 The Supplier will ensure all required Hard Copy News items are Brand New items.
- 12.2 The Supplier will ensure their services provision complies with the Attachment 5 Terms and Conditions:
- 12.3 In supplying the Services, the Supplier will:

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- 12.3.1 Co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
- 12.3.2 Perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- 12.3.3 Use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- 12.3.4 Ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the this Statement of Requirements;
- 12.3.5 Comply with all applicable laws; and
- 12.3.6 Provide all equipment, tools and vehicles and other items as are required to provide the Services.

#### 13. PRICE

- 13.1 Prices are to be submitted via the e-Sourcing Suite using the Attachment 4 Price Schedule excluding VAT and including all other expenses relating to Contract delivery.
- 13.2 As this is a call-off contract with unknown specific volumes, Bidders will be evaluated commercially by responding to a pricing scenario. Bidders will be required to demonstrate value for money by submitting a cost proposal to deliver specified volumes based on the Authority's 2019-2020 figures for specific Hard Copy items, within London Zones 1 and 2. This scenario costing will be for evaluation purposes only. The Scenario however must apply the Bidder's confirmed unit list pricing.
- 13.3 For the contractual call-off pricing, Bidders will provide:
  - 13.3.1 A unit list price for each in-scope Hard Copy News Item;
  - 13.3.2 Annual delivery costs for delivery within London Zones 1 to 2;
  - 13.3.3 Annual account management costs.
  - 13.3.4 The above costs will not be evaluated but will be firm for the duration of the contract.
- 13.4 Should during the contract term the Customer require services to be delivered in other United Kingdom locations, the delivery costs for these will be agreed

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using the Annex 7 Change Control Form of the Attachment 5 Terms and Conditions.

## 14. STAFF AND CUSTOMER SERVICE

- 14.1 Complaints
  - 14.1.1 The Supplier shall ensure that any complaints received directly from the Customer are acknowledged within 48 hours of the details being received and is dealt with as a matter of priority.
  - 14.1.2 The Supplier shall proactively work to seek a resolution of the complaint and provide progress updates to the Customer at intervals of 2 Working Days until a satisfactory resolution has been agreed which is mutually acceptable to the parties involved.
  - 14.1.3 The Supplier shall provide a comprehensive report on all complaints to the Customer on a quarterly basis. The report shall contain the following information:
    - a) Date received;
    - b) Name of Contracting Authority;
    - c) Name of complainant;
    - d) Contact details of complainant;
    - e) Nature of complaint;
    - f) Actions taken to resolve the complaint; and
    - g) Date of resolution.
- 14.2 The Supplier shall ensure compliance with equality and diversity legislation.
- 14.3 The Customer requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Hard Copy News Contract in order to consistently deliver a quality service to all Parties.
- 14.4 Potential Provider's staff assigned to the Hard Copy News Contract shall have the relevant qualifications and experience to deliver the Contract.
- 14.5 The Potential Provider shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract. The provider must have experience of providing this service to private offices and senior government officials.

#### **15. SERVICE LEVELS AND PERFORMANCE**

15.1 The Customer will measure the quality of the Supplier's delivery by:

15.1.1

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KPI/SLA	Service Area	KPI/SLA description	Target
1	Reporting Timescales	Any request for reporting information are to be delivered within 48 hours of the request.	100%
2	Delivery Timescales	For Ad-hoc orders, delivery of the Hard Copy News items must be made the next working day after the order is placed.	100%
3	Delivery Timescales	The Supplier will deliver all required Daily Hard Copy News Items Delivery on the agreed delivery days.	98%
4	Delivery Timescales	The Supplier will deliver all required Weekly Hard Copy News Items Delivery on the agreed delivery days.	100%
5	Delivery Timescales	The Supplier will deliver all required Fortnightly Hard Copy News Items Delivery on the agreed delivery days.	100%
6	Delivery Timescales	The Supplier will deliver all required Monthly Hard Copy News Items Delivery on the agreed monthly delivery dates.	100%
7	Delivery Timescales	The Supplier will deliver all required Bi-Monthly Hard Copy News Items Delivery on the agreed delivery dates.	100%
8	Delivery Timescales	The Supplier will deliver all required Quarterly Hard Copy News Items on the agreed delivery dates.	100%
9	Claims Management	The Supplier will acknowledge Claims made within 2 Working Days and process all Claims (except those classed as urgent) within 3 Working Days and provide the Contracting Authority	100%

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		with a status report for each claim (24 hours or earlier) after processing the Claim and then on a regular basis (but not more than every 72 hours).	
10	Claims Management	The Supplier shall process all urgent Claims within 24 hours of notification by the Contracting Authority and provide the Contracting Authority with a status report for each claim 12 hours or earlier after processing the Claim.	100%
11	Claims Management	The Supplier shall liaise with the publisher to resolve Claims made within 3 Working Days of receiving a Claim or within 24 hours for urgent Claims.	100%
12	Account Management	The Supplier shall acknowledge receipt of all cancellation requests within five (5) working days.	100%
13	Account Management	The Supplier shall ensure that where available a refund in respect of cancelled subscriptions is obtained from the publisher and credited to the Contracting Authority within seven (7) calendar days of receipt from the publisher.	98%

## **16. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

16.1 The Supplier will comply with all current and future Data Protection Legislation, as detailed in the Attachment 5 Terms and Conditions.

#### **17. PAYMENT AND INVOICING**

- 17.1 The Supplier must be able to invoice each Department and Buying Group individually; this means de-centralised invoicing rather than centralised.
- 17.2 The Supplier will provide invoicing on a monthly basis in arrears to the email or postal address agreed with each Department and Buying Group.

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- 17.3 The Supplier's invoices must detail the relevant Departmental or Buying Group purchase order and a breakdown of the goods/ services supplied in the invoice period.
- 17.4 The Customer shall make payment to the Supplier within 30 days of the date of a valid invoice provided the invoice is received by the Customer at its nominated address for invoices within 2 Working Days of that invoice date or otherwise within 30 days from the date of actual receipt.
- 17.5 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.
- 17.6 There are no requirements in regard to integrating with a financial or purchaseto-pay system.

#### **18. CONTRACT MANAGEMENT**

- 18.1 The Supplier will only be required to have an Account Manager that is the main and a contact for the purposes of requesting publications, and the invoice reconciliation.
- 18.2 The Supplier must ensure in the absence of the account manager a suitable deputy is available to carry out their duties.
- 18.3 There is no requirement to meet physically but the Account manager must be contactable by phone or email.
- 18.4 Attendance at Contract Review meetings shall be at the Supplier's own expense.
- 18.5 The Supplier shall have a robust Business Continuity Plan in place to maintain the delivery of Services.
- 18.6 The Buying Groups shall be responsible for notifying the Supplier of any change in their delivery address(es).

#### **19. LOCATION**

- 19.1 The Customer requires delivery across departmental locations within Central London. Addresses in-scope for delivery include, but are not limited to:
  - 19.1.1 1 Horse Guards Road, London, SW1A 2HQ
  - 19.1.2 11 Downing Street, London, SW1A 2AB
  - 19.1.3 Debt Management Office, 11 Philpot Lane, London, EC3M 8UD
- 19.2 The Customer requires the ability for the Supplier to deliver Hard Copy News across additional departmental locations throughout the United Kingdom, as may be instructed during the Contract Term.

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- 19.3 The following locations are **excluded** and are therefore not in scope:
  - 19.3.1 Northern Ireland
  - 19.3.2 Jersey
  - 19.3.3 Isle of Man

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## Annex A – In-scope Subscriptions and Indicative Group Volumes based on Previous Contract Volume:

Key:

M-F = Monday to Friday

SAT = Saturday

THU - Thursday

	Delivery Frequency		
Publication	Daily (Monday to Friday)	Weekly	Monthly
BLOOMBERG BUSINESS WEEK		1	
COMMERCIAL MOTOR THU		1	
DAILY EXPRESS M-F	4		
DAILY EXPRESS SAT		2	
DAILY MAIL M-F	7		
DAILY MAIL SAT		2	
DAILY MIRROR M-F	4		
DAILY MIRROR SAT		2	
DAILY STAR M-F	1		
DAILY TELEGRAPH M-F	8		
DAILY TELEGRAPH SAT		2	
ECONOMIST		22	
FINANCIAL TIMES M-F	28		
FINANCIAL TIMES SAT		3	
GUARDIAN M-F	5		
GUARDIAN SAT		2	
INTER HERALD TRIBUNE		3	
INVESTORS CHRONICLE		1	
LOCAL GOVERNMENT CHRON FRI			1
MAIL ON SUNDAY		2	
NEW STATESMAN THU		4	
NEW YORK DAILY TIMES M-F	1		
OBSERVER		2	
PRIVATE EYE F/N		3	
SPECTATOR		3	
SUN M-F	6		
SUN SAT		2	
SUNDAY EXPRESS		2	

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SUNDAY MIRROR		2	
SUNDAY PEOPLE		1	
SUNDAY TELEGRAPH		3	
SUNDAY TIMES		2	
TAXATION THU		1	
THE SUN ON SUNDAY		1	
TIMES M-F	9		
TIMES EDUCATION SUPP		1	
TIMES SAT		2	
WALL STREET JOURNAL M-F	2		
WEEKLY FINANCIAL NEWS		1	
SUNDAY STAR			
I NEWSPAPER SAT			
Grand Total	75	73	1

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