**THE SPECIFICATION (DRAFT - SUBJECT TO CHANGE)**

The following information has been extracted from the Tender Document and is currently being reviewed:

**1.0 INTRODUCTION**

1.1 The Felixstowe Dock and Railway Company operates the Port of Felixstowe, Suffolk, Harwich International Port Limited operates Harwich International Port, Essex and Thamesport (London) Limited operates London Thamesport, Kent and all three Ports require the following goods and services to be provided by the Contractor:

1.1.1 the supply of office stationery and/or other office consumables (the “Goods”); and

1.1.2 quality management of Goods, at no extra charge to the Purchasers. The Contractor will monitor the quality of Goods supplied to the Purchasers employing quality control procedures. The Contractor will continually research, investigate and test the durability and quality of the Goods and any new products on the market to ensure the Purchasers are receiving the best value for money (the “Services”).

1.2 Each Port is operated by a separate subsidiary of Hutchison Ports (UK) Limited and each subsidiary company shall be responsible for meeting the obligations in the Agreement for their respective Port.

1.3 Appendix 2 provides details of the top stationery items currently used by the Purchasers and represents the Purchasers’ core list of products.

1.4 The Contractor will appoint a dedicated account manager for the duration of the Agreement to provide support and assistance to the Purchasers.

**2.0 Catalogues**

2.1 The Contractor shall provide an online catalogue to the Purchasers’ account holders. The online catalogue shall be easy to navigate and inclusive of search functionality. The Purchasers shall not use the Contractor’s online catalogue to make a direct purchase.

2.2 Any requests received directly by the Contractor for items not on the Purchasers’ core list must be formally processed through the Purchasers appointed Contract Manager at the Port of Felixstowe.

**3.0 Website**

3.1 The Contractor will provide a bespoke dedicated website to the Purchasers. All Goods will be ordered using the information from this website on the Purchaser’s Purchase Order. Purchase Orders will be raised via a number of different accounts, individual account holders, and from different locations across the Port of Felixstowe, Harwich International Port and London Thamesport.

3.2 The website will be available to the Purchasers’ account holders on a twenty-four (24) hour, seven (7) day a week basis, with the exception of short periods of ‘outage’ for routine maintenance work. Any essential works will be performed so far as possible outside of usual working hours. Usual working hours being defined as 0900 to 1700 hours Monday to Friday excluding bank holidays.

3.3 If any Goods are not available through the website, the Contractor will take whatever action is necessary to obtain the Goods from other sources to meet the Purchasers’ requirements at no additional charge to the Purchasers.

3.4 The Contractor’s website should seek to offer low-priced alternatives for all Goods where applicable. If an alternative is suggested, the Contractor shall provide any available technical information and describe how, if at all, the alternative differs from the Goods specified by the Purchasers. Samples may be required depending on the alternative Goods being offered. The Purchasers will not be required to give any reasons for the non-acceptance of any alternative Goods. Any economical, own brand or low cost stationery Goods must offer excellent value for money and have undergone rigorous evaluation and analysis by the Contractor.

**4.0 Printer and Toner Cartridges**

4.1 The Purchasers actively use photocopiers for shared printing services and there is no requirement within this Agreement for the supply of printer and toner cartridges for photocopiers. However, the Purchasers still have a small number of desktop printers in operation which require printer cartridges.

4.2 The Purchasers have extensively researched their printer and toner cartridge requirements and have moved away from the use of Original Equipment Manufacturer (“OEM”) cartridges in some instances. The Purchasers now use an alternative, cost efficient cartridge. The Contractor is advised that the requirement for printer cartridges is minimal.

4.3 In the event that one or more of the Purchasers’ current choice of printer and toner cartridges becomes unavailable, the Contractor shall source and supply a cost effective printer and toner cartridge of the same specification and provide detailed information on the reliability and service offering of such alternatives.

4.4 All cartridges and toners must be benchmarked to OEM specifications for testing and durability and guaranteed to print at least the same number of pages as the OEM equivalent.

4.5 Due to technical issues/faults arising from the use of ‘Drill and Fill’ cartridges, this product will not be considered as an acceptable alternative to the OEM product.

**5.0 Environment and Sustainability**

5.1 The Purchasers are committed to carrying out their procurement activities in an environmentally and socially responsible manner. The Contractor is therefore encouraged to investigate and introduce sustainably sourced and environmentally friendly products throughout the term of the Agreement. This shall be set out in the Key Performance Indicators (refer to Schedule 3 of the Form of Contract).

5.2 The Purchasers are keen to explore ‘plastic free’ stationery (where practical) and through this tender procedure invites each tenderer to promote such items. The Purchasers will require samples of such if available. The Charges set out in Appendix 2 allow for identification of ‘plastic free’ alternatives.

**6.0 Deliveries**

6.1 Goods will be delivered to each Port once a week on a day agreed between the Purchasers and the Contractor. All Deliveries shall be Delivered between the hours of 0900 and 1700 hours on the agreed day. At no extra cost to the Purchasers, the Contractor shall have the necessary infrastructure in place to process and Deliver urgent orders raised by a Purchaser before 12 noon hours on a next day delivery basis and will use its best endeavors to meet the Purchasers’ requirements.

6.2 The Purchasers’ account holders and delivery locations are set out below. These account holders will require a desktop delivery service.

|  |  |  |
| --- | --- | --- |
| Port | Account Holders\* | Delivery Locations\* |
| Port of Felixstowe | 22 | 40 |
| London Thamesport | 1 | 1 |
| Harwich International Port | 1 | 4 |

\* Approximate numbers at point of tender, may be subject to change.

6.3 Delivery drivers of or working on behalf of the Contractor will be required to attend a general site induction prior to making any Deliveries to the Ports. All drivers will need to provide adequate identification documentation in order to receive an IDAC’s security pass allowing entry to the Ports.

6.4 The Port of Felixstowe is the largest of the three Ports and given its size and nature and because Deliveries will be required within operational areas which require a security pass in order to access them, it is a requirement that the Contractor employs a dedicated Delivery driver for this Port. **Not all buildings have a lift so a stair trolley will be required.**

6.5 For each Delivery the Contractor will provide a Delivery note detailing the Purchase Order number, Delivery location, customer name, description and quantity of Goods. It is the responsibility of the Contractor to obtain the signature of the Purchaser’s account holder or representative on site as proof of delivery.

6.6 All Goods must be effectively protected against any damage during storage and/or Delivery. The Purchaser will not accept any items, which have been Delivered to the designated location in a damaged condition. The Contractor will remove and replace promptly any damaged items at its own expense.

**7.0 Returns**

7.1 In the event that any Goods are, in the opinion of the Purchaser, unsuitable for use, or the wrong Goods are Delivered because of any fault of the Contractor, then the Contractor will arrange for the Goods in question to be removed and replaced at the Contractor’s own expense on the same or next Working Day.

7.2 If a return is required due to an error of the Purchaser, the Contractor will remove the Goods. The Contractor will adjust the invoice or raise a credit note accordingly and subject to agreement, a delivery charge may still apply.

**8.0 Core List**

8.1 From time to time, the Purchasers may request products to be added or removed from the core list depending on requirements. The Contractor shall ensure that the core list of Goods is always reflective of the Purchasers requirements. The core list is identified in Appendix 2. This core list details the items currently received by the Purchasers. Tenderers are required to enter the brand type and cost in Appendix 2 as part of their tender response. The Tenderer shall provide samples of brands it proposes at the Purchasers’ request.

**9.0 Invoicing**

9.1 The Purchasers require monthly consolidated invoicing with a break down per cost centre/business unit. Invoices should only be submitted once all Goods have been Delivered to and accepted by the relevant Purchaser. Invoices shall be addressed to the address shown on the applicable Purchase Order and shall quote the applicable Purchase Order number. As part of the tender response Tenderers are required to submit a sample invoice (refer Appendix 3).

**10.0 Management Reporting**

10.1To ensure the Agreement is effectively monitored and the Contractor’s performance measured, management reviews will be required every three (3) months from the Commencement Date of the Agreement. In addition, the Purchasers may also at any time request a meeting with the Contractor to discuss the Contractor’s performance of the Agreement.

10.2 Within three (3) Working Days of the end of each calendar month, the Contractor will provide a monthly management information report in respect of all three Ports electronically to the Purchasers’ Contract Manager at the Port of Felixstowe detailing the Purchasers’ previous month’s spend in core list and non-core list Goods and also attaching a KPI Assessment, in the format provided in Schedule 3 of the Form of Contract with respect to the previous month. The Contractor will also suggest in the monthly management reports alternative brands if cost savings can be identified.

**11.0 Key Performance Indicators (“KPI’s”)**

11.1 The Purchasers shall continually benchmark the Contractor to compare its performance against other industry leaders.

11.2 As detailed in paragraph 10.2 above, the Contractor must complete and supply to the Purchasers’ Contract Manager at the Port of Felixstowe a KPI Assessment on a monthly basis in respect of all three Ports. The Purchasers will also undertake their own KPI assessments of the Contractor’s performance from time to time.

11.3 The KPI Assessment requires the Contractor to achieve a minimum overall monthly score of eighty (80) points. Failure by the Contractor to reach this minimum would indicate to the Purchasers that the Contractor’s performance in supplying the Goods and Services may be inadequate. Following investigation by the Purchasers regarding any failings of the Contractor, the Purchasers may, without prejudice to any other right or remedy available to them, claim liquidated damages in respect of the late Delivery of paper in accordance with Clause 4.4 of the Form of Contract, and/or terminate the Agreement in accordance with Clause 4.3 of the Form of Contract. The Contractor may be required to attend an emergency review meeting with the Purchasers.