



# **DOMESTIC & INTERNATIONAL COURIER SERVICES**

## **SYNDICATED CONTRACTS**

### **BUYERS GUIDE**

**AUGUST 2017**

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# Introduction

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This guide provides agencies with the information required to use the Syndicated Contract for Domestic & International Courier Services.

## Background

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Accident Compensation Corporation (ACC) (as Lead Agency) established a panel of providers for the Domestic and International Courier services.

The panel will provide participating agencies (under this syndicated agreement) with efficient access to quality services. While needs and demands will differ from agency to agency, the syndicated panel agreement aims to assist agencies to reduce and limit costs associated with this service in order to provide value for money.

## In Scope Services

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The Services in scope for Courier are shown below;

1. Courier Products and Services
2. Technology and Systems
3. Purchase to Pay

These Services are further augmented by the following;

1. Service Standards
2. Customer Satisfaction Survey's
3. Training
4. Product & Service Requests
5. Product Returns
6. Nationwide Courier Services
7. Urgent and Same Day Services
8. Pick up and Collection of International Courier Consignments
9. Schedule Runs
10. Delivery of Consignments
11. Sensitive Information Consignments
12. Misplaced, Damaged or Lost Consignments
13. Incorrect Address and Undeliverable Consignments
14. Security and Confidentiality
15. Exclusions and Prohibited Consignments
16. Helpdesk Services

## Out of Scope Services

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The Services out of scope relate to heavy freight haulage and sea freight shipments.

## Benefits

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The key outcomes and ensuing benefits of this agreement are;

- A pre-assessed panel of Providers who are able to meet a range of courier service needs for agencies.
- A facility for agencies through which courier services can be sourced without the need to approach market in each instance
- Simple and standardised contract terms and conditions
- Participating in Courier Syndicated meetings with the selected Supplier and ACC where development and innovation in the courier industry are discussed.

## How do I sign up?

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Eligible Agencies\* who wish to access the syndicated agreement will need to do the following:

1. If you are interested in joining, complete a Pre-joining Letter- attached to this Buyers guide (Appendix 1), sign and scan it (or copy the Pre-joining Letter text into an email) and send to [procurement@acc.co.nz](mailto:procurement@acc.co.nz)
2. Upon completion of the Pre-joining Letter you will be supplied with the copies of the "Agreement" which contains pricing information for each Provider
3. Complete a procurement process including scoping out your unique or specific requirements, invitation for proposals and initial Provider meetings. Note, the existing pricing cannot be re-negotiated, however pricing for unique services can be requested, i.e. Scheduled Runs other than what's covered in the Schedule 1 – Scope of Services
4. If you like what you see and wish to join, you then complete a Joining Letter (Appendix 2) to become a "Participating Agency". Signing the Joining Letter will give your agency access to the services one of two providers.
5. Once the Joining Letter is signed by ACC and the selected provider you can engage with that provider directly as you have agreed to the terms and conditions of the "Agreement".
6. We have provided a **Syndicated Agreement Addendum** attached as Appendix 3. This Addendum is to be completed at the point of engagement with a provider/s and allows for additional terms/assumptions to be agreed between a Participating Agency e.g. Payment Terms, service arrangements, reporting requirements and any additional checks.

\*Information on Eligible Agencies can be found at on the New Zealand Government Procurement's website at [www.procurement.govt.nz](http://www.procurement.govt.nz).

## What if I have existing contracts?

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Not a problem! If you wish to join, you can transition to one of the syndicated contracts when those agreements expire or if your current agreements have suitable Termination or Service Cancellation By Notice terms.

It is your responsibility to manage communications with your incumbent or current provider/s including any transition necessary with the professionalism and kindness you might expect to receive yourself. In other words, put yourself in your provider's shoes.

## Engaging suppliers from the panel

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First and foremost agencies should follow their own internal procurement policies and procedures when considering purchasing from this panel.

Secondary procurement process options available for selecting and engaging suppliers under Rule 54.10;

- Competitive quotes based on the lowest price
- Competitive quotes based on the Providers expertise, proposed solution and best value for money
- Direct source based on best fit for purpose
- Rotation
- Equal division of the work
- Preferred provider basis
- Location

### What should you think about?

Prior to engaging providers, agencies should be mindful of;

- The value of the work required, in terms of determining whether to request, Proposals, Estimates or Quotes from one or more providers for **Unique Requirements**
- The amount of effort and cost to providers to respond to any requests for proposals, quotes or response to briefs
- The information we have made available to assist you in determining which providers can best meet your needs
- Remain open minded to the potential skills, experience and expertise offered by all panel providers including those you may not have used before.
- Any legal risks, including:
  - Termination rights:
    - Participating Agencies may only withdraw from the Lead Agency Agreement at the natural break points of the Agreement, e.g. at the first or subsequent renewal dates, and
    - Should the Lead Agency terminate for convenience, your agreement would remain on foot. You should be aware that there are terminations for various cause provisions in the agreement but that the reason(s) for which the Lead Agency terminates in those circumstances may not be applicable.

## The Lead Agency role

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ACC as Lead Agency will have the primary relationship with panel providers and will have oversight of participation; individual Participating Agencies will be responsible for

monitoring performance, service level agreements and general engagement at an operational level.

The Lead Agency will meet with providers monthly, quarterly and annually to review performance over the past contract year and to discuss goals and objectives for the year to follow.

Participating Agencies are encouraged to meet with providers on a monthly basis and will also be invited to the ACC / Provider Quarterly and Annual Review meetings.

These contracts offer Agencies a single point of contact for the joining process as well as a facility through which to ask and have questions answered.

The Lead Agency key contact:

**ACC Procurement** – first point of contact - [procurement@acc.co.nz](mailto:procurement@acc.co.nz)

## The Participating Agency's role

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Each Agency is responsible for their own relationship with each provider engaged, including payment and co-ordination of performance during delivery of each piece of work.

Note: The Lead Agency based on the outcome of the Request for Proposals and quality of providers does not expect issues with the delivery of services. However if following best efforts to resolve any disputes collaboratively, should serious issues continue (between the Participating Agency and the Provider) and if requested, the Lead Agency will act as liaison between the parties to resolve the dispute. If this assistance is not successful, the Participating Agency and the Provider may follow the Disputes Process.

## The Provider Panel

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| Panel Member                   | Categories Covered                        |
|--------------------------------|---|
| New Zealand Couriers           | Domestic & International Courier Services |
| New Zealand Post (CourierPost) | Domestic & International Courier Services |

## Provider Profiles

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To follow is information specific to each Provider on this panel, promoting their key strengths, point of difference and contact information.



# NEW ZEALAND COURIERS

YOUR COURIER SPECIALISTS

nzcouriers.co.nz

**New Zealand Couriers has been trusted by Kiwi organisations to get their deliveries sorted for over 50 years – right around the country and the globe.**

Our service is more than just a courier delivery; we provide you reliability and certainty so you are confident in serving your customers. Your item remains within our control at all times as we operate and control our own network of vans, trucks, and planes. With our range of despatch, tracking, and reporting tools, you have visibility and reassurance throughout the delivery process.

Our greatest point of difference is our personal service. A dedicated account manager will be engaged with understanding your particular needs and requirements and is only a phone call away. No mucking around trying to talk to the right person at a national call centre – you'll have a direct line to a real person who can help.

We will work with you proactively to develop a courier despatch system that best suits the requirements of your organisation and allows you to best utilise our services offered.

As we are part of the Freightways Group, we have access to a complete range of complementary services offered by our sister companies who are experts in their respective areas. Whether its point-to-point courier, special contract services, document and information management, or other such services – we can coordinate a seamless service from a single point of contact.

**Get in touch with us and ask how we will:**

- Deliver the most reliable and secure courier network
- Deliver superior back office efficiencies
- Deliver optimum pricing for your requirements
- Deliver dedicated account management
- Deliver market leading technology solutions

It's a big promise, but this is what we've been doing for over 50 years!



**Features of our courier services include:**

**Local and Regional Day Runs** – Our regional day runs connect more than 500 towns and cities across the country. Some centres achieve same day deliveries – at no additional cost – up to 3 times a day.

**Overnight Delivery** – Leave it with us and rest easy. We can deliver anywhere within New Zealand and the vast majority of our overnight consignments are delivered by 9.30am next business day.

**Rural / Non-Urban / PO Box** – New Zealand Couriers delivers to thousands of rural, non-urban and Post Office Box addresses nationwide.

**Global** – For all of your international needs, we deliver to and import from every major trading nation in the world.

**CONTACT**

**Hamish Dickson – Key Relationship Manager**

**Direct Phone:** 04 496 2661

**Email:** [hamish.dickson@nzcouriers.co.nz](mailto:hamish.dickson@nzcouriers.co.nz)

**Mobile:** 027 497 8133

**Website:** [nzcouriers.co.nz](http://nzcouriers.co.nz)

we've got it sorted

# New Zealand Post – Courier Post

New Zealand Post is the market leader of domestic and international courier services. Our commitment to you is that we will continue to place Government and New Zealand citizens at the heart of everything we do.

We will accomplish this through ‘**Delivering More**’, which is built on three core values:

- ✓ Increased value for money
- ✓ Superior technology
- ✓ Enhanced privacy and security

We have recently made significant investment into transforming our delivery networks & processes recognizing a global shift in falling letter volumes and an increase in the number of parcels being sent due to the rapid up take of ecommerce. This investment will ensure that our networks are fit for purpose and are commercially sustainable both now and into the future.

New Zealand Post offers a full range of Domestic Courier services including Pace, delivery to P O Boxes and to Rural addresses through our own network (no handing over to third parties). We also have a range of International products to cover the cost/speed spectrum.



- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"><li>✓ Pick up &amp; delivery of mail</li><li>✓ CourierPost Overnight</li><li>✓ CourierPost Economy</li><li>✓ CourierPost Rural Delivery (stays within NZ Post network – no handover to 3<sup>rd</sup> party)</li><li>✓ CourierPost Saturday Delivery</li><li>✓ CourierPost Freight Forward</li></ul> | <ul style="list-style-type: none"><li>✓ CBD Push Bike Service</li><li>✓ Across Town Now</li><li>- Bullet (15mins)</li><li>-</li><li>30/40/50/60/75/90/105(mins)</li><li>✓ Pace Direct Drive</li><li>✓ Pace Vehicle Hire</li><li>✓ Pace Driver Hire</li><li>✓ Pace Next Flight Service</li></ul> | <ul style="list-style-type: none"><li>✓ International Express Courier</li><li>✓ International Courier</li><li>✓ International Air</li></ul> |
|--|---|---|

Our current assessment of the Government is that it remains largely locked into prepaid products which is labour intensive, ties up cash flow and is susceptible to internal pilfering. We note a core objective of the Crown is to make better utilisation of digital labelling, lodgement and tracking tools thus fully harnessing the benefits this medium has to offer through either partial or full integration.

- ✓ Automate address label creation
- ✓ Push out delivery status emails allowing addressee self service
- ✓ Zero expenditure leakage
- ✓ Integrated reporting suite – performance and expenditure
- ✓ Address validation

It is apparent there are several immediate and some longer-term cost reduction opportunities for agencies. This list should be considered a starting point for further discussion and as a demonstration of New Zealand Post's desire to explore mutually beneficial opportunities. This includes but is not limited to:

- ✓ Supply chain mapping
- ✓ Dispatch process optimisation
- ✓ Freight audits
- ✓ Inter branch satchel audit
- ✓ Pickup and delivery review and PO Box/Bag audit
- ✓ Account and cost center audit
- ✓ Online ticketing.

At NZ Post you will be looked after by a team dedicated to Government including an On boarding Specialist, Service Delivery Specialist and Strategic Account Management

For more details, please contact

Rosemary Paddison

Strategic Account Manager

027 889 311

[Rosemary.paddison@nzpost.co.nz](mailto:Rosemary.paddison@nzpost.co.nz)

# Appendix 1: Pre-Joining Letter

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[Date]

To: Head of Procurement, Accident Compensation Corporation (ACC)

From: [Name, position]

Agency: [Name]

Joining the Domestic and International Courier Services Agreement

Dear,

The [Eligible Agency name] is considering joining ACC's [Name of Agreement] Agreement.

To inform its decision, my agency requests a copy of the Agreement(s).

I acknowledge such information will be sensitive to the Supplier(s); [SUPPLIER1]  
[Supplier 2]

The [Eligible Agency name] agrees to keep all information provided by ACC, or the Supplier(s) directly, related to the Agreement strictly confidential, subject to law and Parliamentary and Select Committee requirement or convention. Any information disclosed in connection with the Agreement will be used for the sole purpose of enabling my Agency to decide whether to join ACC's Agreement.

I have authority to write this letter on behalf of [Eligible Agency name].

Yours sincerely,

[sign off]

## Appendix 2: Joining Letter

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**Note:** This Letter is subject to change. ACC will provide you the original Joining Letter once you have returned the signed Pre-Joining Letter.

### JOINING LETTER

[Date]

To: Head of Procurement, Accident Compensation Corporation (ACC)

From: [Name, position]

Agency: [Name]

#### **Joining the Domestic and International Courier Services Agreement**

Dear,

The [Eligible Agency name] requests ACC's written consent to join its' Domestic and International Courier Services Agreement (the Agreement), with [Supplier Name] ('the Supplier') to make purchases from that Agreement wherever possible and to become a Participating Agency for the purposes of that Agreement.

I have authority to write this letter on behalf of [Eligible Agency name].

The [Eligible Agency name] agrees to keep all information provided by ACC, or the Supplier directly, related to the Agreement strictly confidential, subject to law and Parliamentary and Select Committee requirement or convention. Any information disclosed in connection with the Agreement will be used for the sole purpose of my agency's participation under the Agreement.

I have noted the syndication processes and other relevant details applicable to joining the Agreement and information provided. I agree that my agency is responsible for understanding the terms of the Agreement, and for complying with syndication matters generally.

I accept on behalf of the Eligible Agency the terms of the Agreement provided. Any Participating Agency Addendum agreement created between my agency and the Supplier is a separate legally binding and enforceable contract to and does not affect the validity of the Lead Agency Agreement or any other agency's Addendum agreements.

I also understand that the obligations of my agency will be owed to any supplier appointed severally and separately and not jointly. I also understand that my agency will be separately liable for the performance of any obligations owed to, including payment of money for services, owed to any supplier it may appoint and neither ACC or any other syndicated agency will be liable for the payment of that money (or in respect of any other liabilities that may arise). I am aware prices may be increased or decreased in accordance with the standard Syndicated Agreement, and any changes will apply to my agency's Addendum agreement.

The [Eligible Agency] agrees to follow all obligations required of it.

I would be grateful to receive ACC's consent to my agency joining the Syndicated Agreement as soon as possible.

Yours sincerely,

**Eligible Agency:** \_\_\_\_\_ (Agency Name)

\_\_\_\_\_ (Signature)

**Name:**

**Position:**

**Date:**

**Accident Compensation Corporation's consent:**

\_\_\_\_\_ (Signature)

**Name:**

**Position:**

**Date:**

**The Supplier's consent:**

\_\_\_\_\_ (Signature)

**Name:**

**Position:**

**Date:**

# Appendix 3: Addendum Template

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**Note:** This Template is subject to change. Please request ACC to provide you with an original MS Word version of the Addendum Template.

## SYNDICATED AGREEMENT ADDENDUM

[ELIGIBLE AGENCY]

AND

[THE SUPPLIER]

|   |
|---|
| <p>AGREEMENT NO _____</p> <p>FOR</p> <p>DOMESTIC AND INTERNATIONAL COURIER SERVICES</p> |
|---|

**SIGNATURE PAGE**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20YY

**BETWEEN** \_\_\_\_\_ ("Eligible Agency"),  
**AND**

**THE SUPPLIER** (Company Number \_\_\_\_\_) a duly incorporated company with its registered office at \_\_\_\_\_ ("the Supplier").

**IT IS AGREED** that the Supplier will provide the Domestic and International Courier Services to \_\_\_\_\_ upon the terms and conditions set out in the attached Conditions of Agreement.

**SIGNED for ELIGIBLE AGENCY** )  
by \_\_\_\_\_ ) \_\_\_\_\_  
being the \_\_\_\_\_ )

**SIGNED for and on** )  
behalf of **The Supplier** )  
by \_\_\_\_\_ ) \_\_\_\_\_  
being the \_\_\_\_\_ )

ACC consents to the Eligible Agency becoming a Participating Agency under the Lead Agency Agreement:

**SIGNED for ACC** )  
by (Name) \_\_\_\_\_ ) \_\_\_\_\_  
being the (Position) )

## CONDITIONS OF AGREEMENT

### 1 Background

- 1.1 ACC and the Supplier have entered into the Lead Agency Agreement.
- 1.2 Pursuant to clause 38 (SYNDICATED PROCUREMENT) of the Lead Agency Agreement, the Supplier and the Eligible Agency have agreed that the Eligible Agency may become a Participating Agency under the Lead Agency Agreement, subject to clause 38 of the Lead Agency Agreement and this Agreement.

### 2 Definitions

- 2.1 The terms defined in the Lead Agency Agreement will have the same meaning in the Agreement, unless the context otherwise requires and subject to the following further defined terms:

**Lead Agency Agreement** means an agreement between ACC and the Supplier dated \_\_\_\_\_ for the provision of Domestic and International Courier Services by the Supplier.

### 3 Consent

- 3.1 The Supplier consents to the Eligible Agency participating under the Lead Agency Agreement as a Participating Agency, upon and subject to the terms of clause 38 of the Lead Agency Agreement and the terms of this Agreement, with effect from the date of this Agreement.

### 4 Amendments to Lead Agency Agreement

- 4.1 The Lead Agency Agreement is amended, as between the Supplier and the Eligible Agency in accordance with the First Schedule of this Agreement.
- 4.2 The Lead Agency reserves the right to negotiate prices, terms and conditions on behalf of the Participating Agencies in accordance with the main Agreement.

### 5 Notices

- 5.1 For the Purpose of clause 26 (NOTICES) of this Lead Agency Agreement, the Eligible Agency's details are as follows:

|                                      |  |
|--------------------------------------|--|
| Eligible Agency Name:                |  |
| Postal address:                      |  |
| Physical address:                    |  |
| Relationship / Contract Manager Name |  |
| Title                                |  |
| Phone:                               |  |
| Email:                               |  |

**FIRST SCHEDULE - AMENDMENTS TO LEAD AGENCY AGREEMENT**

Insert agreed specific requirements of the Participating Agency.

For Example:

Reporting

KPI's

SLA's

Agency specific security requirements