

## DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

### Part 1: Letter of Appointment

REDACTED

Kantar Public

REDACTED

Attn: [REDACTED](#)

Dear REDACTED

#### **Letter of Appointment for Provision of Employers' Pension Provision Survey 2019 – Contract Reference: CCSN18A19.**

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier dated Tuesday 12<sup>th</sup> March 2019.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	To Be Provided Post Contract Commencement
From:	Department for Work and Pensions ("Customer")
To:	Kantar UK Ltd ("Supplier")

Effective Date:	The contract will run for a period of Thirteen (13) months from Monday 18 <sup>th</sup> March 2019
Expiry Date:	End date will be Friday 17 <sup>th</sup> April 2020, with no option to extend.

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B.
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Key Individuals:	<b>Customer:</b> REDACTED – Project Manager  <b>Supplier:</b> REDACTED – Director REDACTED – Consultant REDACTED – Principal Economist REDACTED – Economist REDACTED – Research Manager REDACTED – Research Executive
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	<p>For the avoidance of doubt the total costs for this Contract shall not exceed £349,600.00. Excluding VAT but inclusive of all expenses.</p> <p>Payments will be made on successful completion of each milestone as detailed within Annex 1 - Contract Charges - Contract Terms.</p>
Insurance Requirements	<p>Employers Liability Insurance of at least five million pounds</p> <p>Professional Liability Insurance of at least two million pounds</p> <p>Neither Party excludes or limits its liability for:</p> <ul style="list-style-type: none"> <li>• death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);</li> <li>• bribery or Fraud by it or its employees;</li> <li>• statutory obligations stated within the Consumer Rights Act 2015;</li> <li>• any liability in respect of a breach of duty or obligation under the Financial Services &amp; Markets Act 2000 (as amended from time to time); or</li> <li>• any liability to the extent it cannot be excluded or limited by Law.</li> </ul> <p>The Supplier does not exclude or limit its liability in respect of the indemnity in Clauses 28 (Staff Transfer) and clause</p>

	33 (IPR) and in each case whether before or after the making of a demand pursuant to the indemnity therein.
Customer billing address for invoicing:	<p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>All invoices must include the appropriate purchase order number and shall be sent by post to the following address (in addition to emailing a digital copy to the Authority's project manager):</p> <p style="text-align: center;">DWP</p> <p style="text-align: center;">REDACTED</p>
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A

## FORMATION OF CONTRACT

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt**

**For and on behalf of the Supplier:**

**For and on behalf of the Customer:**

Name and Title:

Name and Title:

REDACTED

REDACTED

Signature:

Signature:

REDACTED

REDACTED

Date: 12/03/2019

Date: 12/03/2019

## **ANNEX A**

### **Customer Project Specification**

#### **1. PURPOSE**

- 1.1 The Department for Work and Pensions (DWP), hereafter be referred to as “the Authority”, is responsible for welfare, pensions and child maintenance policy.
- 1.2 The Authority would like to invite tenders for a quantitative research project, the biennial [Employers’ Pension Provision Survey](#) (EPP) 2019.
- 1.3 EPP 2019 is a high profile research project and is the thirteenth in the survey series. The EPP is a large scale survey which has taken place roughly every two years since 1994 to provide both nationally representative findings and sub-group analysis of employers on a wide range of private pension issues. It collects essential information on private sector pension provision and how this has changed, or is planned to change, since the introduction of workplace pension reforms.

#### **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

- 2.1 As the UK’s biggest public service department, the Authority administers the State Pension and a range of working age, disability and ill health benefits. This research is being commissioned by the Pensions and Later Life Analysis Division, for the Private Pensions and Arm’s Length Bodies Directorate.

#### **3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT.**

- 3.1 The Authority first conducted a quantitative survey of private sector employers’ pension provision in 1994. The survey’s main aim was to build on existing qualitative evidence and gather quantitative information on the characteristics of organisations in the private sector in Great Britain which did and did not make pension provision arrangements for their employees. Since then a level of consistency between surveys has been maintained to permit comparisons to be made over time.
- 3.2 The workplace pension reforms aim to overcome the decision making inertia that currently characterises many individuals’ attitudes towards pension saving and to make it easier for individuals to save for their retirement. The reforms require employers to automatically enrol all eligible workers aged between 22 and state pension age into a qualifying workplace pension scheme and contribute to it. Individuals can opt out once they have been enrolled if they wish.
- 3.3 In order to monitor the success of the reforms, a comprehensive evaluation is being carried out, which will utilise a wide range of data sources to monitor key outcomes. EPP 2019 will provide crucial data to assess the effect of the planned minimum contribution rate increases. It will also be a key wave to re-establish what the pension provision landscape looks like now that automatic enrolment has rolled out to all employers. The full evaluation includes annual evaluation reports and official statistics.

#### **4. DEFINITIONS**

- 4.1 Please refer to the glossary of terms used in the [Employers' Pension Provision 2017 published report](#) (pages 17-23).

#### **5. SCOPE OF REQUIREMENT**

- 5.1 The main objectives for this research are:
- 5.1.1 To describe the extent and nature of private sector pension provision
  - 5.1.2 To compare the current picture of pension provision with that of previous years
  - 5.1.3 To gather information on employers' responses to the workplace pension reforms
  - 5.1.4 To measure employers' awareness and understanding of their ongoing duties under automatic enrolment
  - 5.1.5 To report on key measures supporting monitoring of the workplace pension reforms: in particular related to opt out/cessation, re-enrolment, contribution rates and employer burden/costs
- 5.2 The table below outlines the key research objectives and research questions underlining these:

REDACTED

## **6. MANAGEMENT INFORMATION/REPORTING**

- 6.1 The Authority shall provide a named project manager to liaise with the Supplier upon award.

## **7. VOLUMES**

- 7.1 The Authority cannot provide any assurances regarding volumes of work.

## **8. CONTINUOUS IMPROVEMENT**

- 8.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 8.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## **9. SUSTAINABILITY**

- 9.1 The Authority does not anticipate any sustainability considerations Potential Providers should include in their submissions

## **10. QUALITY**

- 10.1 Please refer to guidance on quality assurance set out in Section 16 on Service Levels and Performance.
- 10.2 The Supplier shall have sound processes for quality assurance in place and should demonstrate their internal procedures to assure and control quality in all aspects of the study within their proposal. This includes:
- 10.2.1 Specified and clearly defined procedures for working closely with the Authority through weekly updates;
- 10.2.2 Specified and clearly defined procedures for quality assuring methodological design proposals;
- 10.2.3 Interview quality control procedures, including details of how interviewers are trained and briefed, how response rates are maximised, and how interviewer and respondent error is managed;
- 10.2.4 Specified and clearly defined procedures in place for handling complaints from potential and actual respondents.
- 10.3 The Potential Provider shall assess the key risks to the project. The Potential Provider shall identify the most significant risks to successful completion of the programme of work, assess the degree of risk (likelihood and impact) and set out strategies for minimising these risks and managing the consequences if problems occur, including revising methodologies where appropriate. Ethical issues should also be considered (see the guidelines on [Ethical Assurance for Social Research in Government](#)).
- 10.4 As set out in Attachment 2, during the evaluation of responses - an agreed consensus mark below 66 on any of the individual questions from questionnaires 4, 5 or 6 will result in potential providers being automatically excluded from the competition.

## **11. PRICE**

- 11.1 Prices should be inclusive of expenses and exclusive of VAT.
- 11.2 Prices are to be submitted via the e-Sourcing Suite in Attachment 4 (Price Schedule) excluding VAT and including all other expenses relating to Contract delivery.
- 11.3 Potential providers should include a price covering all of the elements for the approach set out in Attachment 4 (Price Schedule).

## **12. STAFF AND CUSTOMER SERVICE**

- 12.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 12.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard. Specifically this should be:
  - 12.2.1 Staff qualified and experienced at designing and conducting quantitative surveys with businesses.
  - 12.2.2 Staff qualified and experienced at conducting quantitative analysis of survey data and writing clear and succinct analytical research reports.
  - 12.2.3 Experience of delivering research related to the subject area would be advantageous, but not essential.
- 12.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## **13. SERVICE LEVELS AND PERFORMANCE**

- 13.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Service Delivery	Adherence to the Milestones	100%
2	Project Management	Attendance to all meetings as detailed in the Milestones.	100%
3	Report Delivery	Delivery of Final Report as detailed in the Milestones.	100%

- 13.2 In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Authority shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements in this statement.
- 13.3 The Authority may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 13.4 If poor performance continues, following formal written warnings, early termination of the Contract will also be considered.
  - 13.4.1 The Authority will monitor the work of the Supplier throughout the Research Project through regular contact between the Supplier and The Authority's day-to-day contact.

13.4.2 The Authority will manage poor performance by the Supplier as set out in section 16 and in line with the terms and conditions of the resultant contract.

#### **14. SECURITY CONFIDENTIALITY REQUIREMENTS**

- 14.1 The Supplier will be required to complete a Generic Security Assurance Document to provide assurances that data security procedures meet the Authority's standards upon award.
- 14.2 All transfers of personal data to and from the Authority must meet the Authority's security standards as agreed in the Generic Security Assurance Document.
- 14.3 Any transfers of data to and from the Supplier and a sub-contractor must meet the Authority's security standards, using PGP encryption software or equivalent.
- 14.4 Data must be processed in the United Kingdom.
- 14.5 The Supplier shall destroy personal data (e.g. sample files) relating to the project within one month of data collection completion, and provide a data destruction certificate to the Authority as confirmation.
- 14.6 The Supplier must destroy all other data relating to this project (including any interview recordings) at the end of project or when instructed to do so by the DWP project manager, and provide a data destruction certificate to the Authority as confirmation.
- 14.7 The Authority will own and retain all Intellectual Property Rights arising from this Research Project.
- 14.8 Outcomes of this research will be published by the Authority under Crown Copyright.

#### **15. PAYMENT AND INVOICING**

- 15.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 15.2 The Authority's project manager will agree an invoice schedule based on the milestones in 7.1 and confirm the payment process with the Supplier upon award of the contract.
- 15.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 15.4 All invoices must include the appropriate purchase order number and shall be sent by post to the following address (in addition to emailing a digital copy to the Authority's project manager):

DWP

REDACTED



15.5 Shared Services Helpline: REDACTED

**16. CONTRACT MANAGEMENT**

16.1 The Supplier will be expected to provide regular (e.g. fortnightly) reporting of key findings to the Authority, throughout the fieldwork period, including feedback following piloting of the survey, and present interim and full findings at the Authority's premises.

16.2 Attendance at these meetings shall be at the Supplier's own expense.

**17. LOCATION**

17.1 The location of the Services will be carried out at the Supplier's premises.

## **ANNEX B Supplier Proposal**

**REDACTED**

### **Part 2: Contract Terms**



**Contract Terms v6.0**