

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Dear Sir/Madam,

Letter of Appointment

This letter of Appointment dated 16/07/2021 is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

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

Order Number:	
From:	HMRC ("Customer")
To:	IFF Research Ltd

Effective Date:	20/07/2021
Expiry Date:	End date of Initial Period 31/12/2022 End date of Maximum Extension Period: 30/06/2023 Minimum written notice to Supplier in respect of extension: 1 months

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: <ul style="list-style-type: none">the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and
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Key Individuals:	<div></div> Information redacted under section 43 (2) of FOI Act 2000.
Guarantor(s)	<div></div> Information redacted under section 43 (2) of FOI Act 2000.

Contract Charges (including any applicable discount(s), but excluding VAT):	Total contract value is £200,000. The full Contract Charge breakdown can be found within Annex 1 of Schedule 6 of the Contract.
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Insurance Requirements	<p>Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £5 million for each individual claim</p> <p>Additional employers' liability insurance with a minimum limit of £5 million indemnity</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £1 million for each individual claim.</p>
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms);
Customer billing address for invoicing:	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Information redacted under section 43 (2) of FOI Act 2000.</p> </div>

GDPR	See Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects)
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	<p>The additional terms which will apply to this contract are as set out within the following annexes at Schedule 8:</p> <p>a. Annex 1: HMRC Mandatory Clauses</p> <p>b. Annex 2: Protection of Information</p> <p>For the avoidance of doubt and contrary to any other provision relating to precedence of terms in this Call-Off Contract, in case of any ambiguity or conflict, the Authority's mandatory terms in Schedule 8 will supersede any other terms in this Call-Off Contract.</p>

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:

[Redacted]

Name and Title:

[Redacted]

Signature:

Signature:

[REDACTED]

[REDACTED]

Date: [REDACTED]

Date: [REDACTED]

Information redacted under section 43 (2) of FOI Act 2000.

ANNEX A

Customer Project Specification



Research Specification

Road Hauliers Survey

CCS Research Marketplace Agreement (RM6018)

Invitation to Tender

Overview of Requirements

1. Introduction

1. The Supplier will undertake research aimed at understanding the readiness, experience and behaviour of Road Hauliers moving goods between the UK and EU and between GB and NI.
2. HMRC intends for this contract to be in place by July 2021, with final outputs expected by December 2022.
3. HMRC will maintain the overall management of the project.

60. Context

1. On 31 December 2020, the UK left the EU's Single Market and Customs Union. This was the biggest change in the UK's trading relationships for decades. The Government has always been clear that this meant change for business and for citizens, including new processes and requirements.
2. The first phase of such changes came in on 1 January. The Government has put in place the staffing, infrastructure, and IT to deal with the situation. Supply chains have shown themselves to be robust, but the Government recognises the scale and significance of the challenge's businesses have been facing in adjusting to new requirements, at the same time as dealing with the impacts of COVID.
3. Last June, we announced a timetable for the phased introduction of controls on imports from the EU into GB to ensure hauliers could prepare in a phased way. This has now been extended to January 2022 due to the impacts of COVID, allowing more time for businesses to prepare.
4. From 1st January 2021 there were also requirements placed on goods moving between Northern Ireland and Great Britain, in line with the Northern Ireland Protocol. There is limited demographic data across Government relating to these domestic movements as they had not previously been recorded. As a result, it has been difficult for government to target advice, guidance and engagement at appropriate stakeholders to further customer readiness and ensure preparedness for these changes.
5. Several easements were put in place to ease the burden on traders and their supply chains, including hauliers, following the end of the Transition Period on 1st January 2021. It is now key that HMRC understands the current experience of hauliers and those moving goods and levels of preparedness from those hauliers yet to interact with these new requirements and processes.

6. **A haulier is defined as persons or firms employed in transporting goods by road.** Haulage companies range from large logistics companies through to operators with a single vehicle. Between the two there are middle-sized players which have often grown from being very small operators. **Haulier manager** is an integral role in any transport operation, providing practical operational backbone to the company and the critical link between the various elements that ensure compliance with legislation is adhered to. They are certified by examination. They can manage a fleet of over 50 vehicles.
7. Road freight activity can be split by two types of sectors, we are interested in both for this research:
 - Own account operators - those who carry goods for their own trade/business, such as supermarket distributing its products to its network of shops.
 - Public haulage operators – those who carry goods for other companies / individuals.
8. Road freight is described using two measures:
 - Goods lifted – the weight of the goods carried, measured in tonnes.
 - Goods moved – the weight of the goods carried multiplied by distance travelled, measured in tonne kilometres.
9. The road haulage sector distinguishes between Heavy Goods Vehicles (over 3.5 tonnes when fully laden) and light trucks and vans (below 3.5 tonnes). Vans are a growing part of the domestic logistics picture, especially with the growth of the internet shopping and home deliveries. We are interested in both these types of vehicles.
10. We need to continue to build our knowledge on haulier readiness to ensure they are clear on the timetable to full controls, how this will impact them.
11. We know that there are language barriers albeit there is little evidence to support the EU haulier group as a whole. Therefore, we need to be able to provide simple guidance that is fit for purpose and that EU hauliers can access it in their own language.
12. There are numerous systems that hauliers need to use (Goods Vehicle Movement Service (GVMS), ICS (Import Control System for GB-EU movements) S&S GB (Safety and Security for EU-GB movements) and ICS NI (for GB-NI movements), so gaining their understanding of these systems, whether Hauliers have signed up and how their internal processes have been adapted to manage messages from these systems would be useful.
13. We are also interested in Groupage transport, simply known as **groupage**, which defines a special type of transport consisting in grouping together goods dispatched by several different companies into a same load. In international trade, the abbreviation LTT (Less Than Truckload) is frequently used, referring to groupage transport.
14. Inland Border Facilities (IBFs) act as a Government Office of Departure (for outbound journeys) and as Government Office of Destination (for inbound journeys). Hauliers can start and end journeys at IBFs when moving goods in and out of the UK.
15. The flow of imported and exported goods is required to move seamlessly through UK ports. Where ports cannot deliver these requirements (due to operational limitations or increased

demand) a tactical solution is being developed. To support ports with the physical border controls needed for goods being imported and exported with the EU, Inland Border Facilities (IBFs) are designed to ease flow at the ports.

16. Essentially, IBFs are sites located away from the main ports (e.g.: Dover) where border controls normally delivered at the ports can be done.
17. For the purposes of this research we are looking to understand if hauliers have used these sites and their experiences of engaging with these new sites (costs involved / any associated delays / awareness etc.).

61. Research Aim & Objectives

3.1 Aims

The aims of the research are:

- To understand the readiness, experience and behaviour of Road Hauliers moving goods between the GB and EU and between GB and NI.
- To understand hauliers' relationships with their wider supply chain.
- To understand any additional burdens that have been created and the impact on services offered.
- To evaluate the customer experience of Inland Border Facilities (IBFs).
- To identify how useful Hauliers have found various interventions Government has put in place to support them

3.2 Objectives

The core objectives of this research are to:

- Understand the current experience of road hauliers when moving goods across the border.
- To understand when the haulier is likely to take action and when they intend to get ready for the ending of staged customs controls (SCC).
- Measure Road Hauliers' understanding and engagement with current and future requirements and systems relevant to cross border goods movements.
- Identify the sources of information used by Hauliers to further their understanding of these requirements.
- Understand hauliers' relationships with their wider supply chain, including carriers, ports and the traders on behalf of whom they move goods
- Understand haulier profile and behaviour and capture any recent or planned changes in Haulier behaviour resulting from SCC.
- Understand awareness and knowledge of support mechanisms - such as GOV.UK and Advice Sites.
- Understand hauliers' experience and use of Inland Border Facilities
- Break this information down by key haulier groups (sectors/ specialisms), geographies and movement types (those moving goods between GB and NI and between GB and EU).

3.3 Research questions

The research will answer the following questions either through the quantitative or qualitative elements:

Haulier profile and behaviour (all hauliers)

- What size is the haulage company and how frequently does it move goods?
- Which sectors do they operate in?
- What specialisms do they have?
- What routes do they use?
- Have hauliers changed their behaviour in terms of routes used, types of goods/ consignments accepted, sectors operating in since the 1st Jan? Do they plan to make any changes in the future?
- When do they intend to take action/get ready for the end of Staged Customs Controls?

Understanding and engagement with current and future requirements (all hauliers)

- Which systems are hauliers currently signed up to?
- Do they know which systems they need access to?

GB-NI hauliers – (Only for those moving goods GB-NI and not NI to GB)

- Are hauliers aware of the Trader Support Service (TSS) and have they signed up?
- What has been the experience of those Hauliers who have signed up AND used TSS. What specifically have they used TSS for and how useful has this experience been?
- Do they have an XI Economic Operators Registration and Identification (EORI) number?
- Do they understand the appropriate use of Transit?
- Have they registered for GVMS? Did they receive an email?
- Do hauliers understand when and how they need to make safety and security (S&S) declarations?
- To what extent do hauliers engage with traders to ensure that correct paperwork and process are in place before moving goods?
- Do hauliers have the correct processes in place to ensure correct hold/check messages are sent to drivers in a timely manner to ensure correct checks take place?

GB-EU hauliers

- To what extent do hauliers engage with traders to ensure that correct paperwork and process are in place before moving goods?
- How do they communicate their actions to traders?

- Do they know what paperwork they need to move goods and travel to Ports to accompany their goods when Importing and Exporting?
- Can they explain their journey particularly regarding empties?
- What specific admin burdens are caused by systems and technology?
- How can HMRC communicate how systems work?
- Where problems are identified by HMRC, how can we best communicate these to hauliers, to help them get it right (or highlight the issue)?
- Do they understand which Border locations use GVMS?
- Do they know what they need to do at different Border locations?
- Do Hauliers understand under which circumstances they need to submit Exit Summary declarations for Safety & Security?

EU-GB hauliers

- Do they know what paperwork is needed to move goods and travel to Ports to accompany their goods when Importing and Exporting?
- Do they contact their customers about their requirements for Imports / Exports?
- How aware are they about driving commercially in the UK after the end of the transition period?
- Do they think there will be cost impacts for them following the end of SCC?
- Are there any constraints that impact them in travelling to the UK?
 - Is it the cost of preparing to Import to the UK following the transition and staged controls?
- Do Hauliers understand when they need to submit Entry Summary declarations?
- Do they have a GB EORI?
- Do they have the 3rd party software to submit declarations or have they instructed a 3rd party to submit on their behalf?
- Are Hauliers aware of different actions being needed at different Border locations?

Sources of information (all hauliers)

- Which information sources and communication channels do hauliers use? Which of these sources do they find most useful and why?
- Where do they get their information on the requirements for cross border trade?
- Do they know what Government support is available to them to help prepare for Jan 22? What would be useful for them?
- If using HMRC/Gov.UK guidance and info sources- what are their experiences of this (usefulness, accessibility, etc.)?
- How regularly do they check for updates?

Current experience (all hauliers)

- Have costs increased? (Monetary cost and time/resource)
 - What is driving this? (e.g. groupage issues)

- What was the impact of the cost and did this incur a price increase for your customers?
- What part of your business was impacted: Haulage / transport costs?
- Are you less likely to want to move certain types of goods because of cost implications and complexities involved?
- Are costs impacted by the type of goods being transported?
- What are the current pain points? Which systems cause the most burden?
 - Was this impacted by lack of knowledge or information from HMRC?
 - Why did you stop offering groupage?
 - Did this impact on your business?
- What is their experience of using Advice Sites?

Hauliers' relationships with their wider supply chain (all hauliers)

- Are they aware of the difference between Haulier and Trader roles and responsibilities including where legal liability rests?
- Has your national trade associations shared info on readiness with you?

Experience and use of Inland Border Facilities (all hauliers)

Note – haulier managers should be able to answer these questions, but it may be useful to also get the driver perspective from qualitative interviews.

- How have hauliers used the Inland Border Facilities?
- What was their experience when using this facility?
- How much extra time did it take?
- Were there cost implications - in time or money?
- How easy / smooth was it?
- What was the difference in their experience of going straight to the Port or being diverted to an IBF?

62. Methodology and reporting

Methodology

1. The supplier will deliver the project using the methodology outline below and, in their proposal, for the research in Annex B below, consisting of a multi-wave survey and depth interviews following each wave of the survey.

Multi-wave survey

2. We require a quantitative telephone survey of Road Haulier business managers covering the following elements:

- GB Hauliers that move goods to or from the EU (including a subset that move goods to NI);
 - NI Hauliers that move goods from GB to NI¹;
 - EU based businesses that move goods to or from GB (specifically, we are interested in Poland, Romania and Bulgaria).
3. We envisage an overall sample size of around 350 hauliers. We would envisage this to be split into 3 groups as follows:
 - a) GB Hauliers: 200 (at least 50 moving goods to NI)
 - b) NI Hauliers: 50
 - c) EU Hauliers: 100 (plus optional 50 – see paragraph 4.17)
 4. The supplier will ask specific questions to enable the analysis of GB hauliers who move goods between GB and NI. We would expect these to naturally fall from the GB sample in large enough numbers for robust analysis.
 5. The sample size will be large enough to allow for reporting on each of the above elements separately as well as to allow for reporting by size of business (small, medium, large). We would not expect that any reporting by size would also be split by the elements outlined in paragraph 27 due to numbers.
 6. The survey will be administered by telephone, lasting around 25 minutes. **Survey interviews will need to be conducted with haulier company owners/managers and not drivers.** That is, those based in the UK (or EU), that have any drivers driving heavy goods vehicles (HGVs) and who have driven into the EU (or UK) within the last 12 months or expect to in the next 12 months). Tenderers should set out how they will reach the appropriate managers to speak to.
 7. Questionnaires will need to have a core of questions in common but will also need to be tailored to each group. The questionnaires will need to be translated to account for the EU interviews with appropriate multilingual field staff to administer (for Poland, Romania and Bulgaria).
 8. There is a potential that the number of questions we want to ask will exceed the 25-minute estimate for questionnaire length. Suppliers may want to provide their own suggestions to allow for more questions without burdening the respondents e.g. a split design. Should there be a cost for this, please include the total cost for each wave as an optional extra to the main tender.
 9. Whilst it is unlikely there will be time to cognitively test questions, we expect a level of piloting to take place, with refinement to questions if needed. A 'live' pilot would be acceptable depending on timings.

¹ Note this is movement of goods from GB to NI and not from NI to GB. This could be either on a 'return journey' or if they were the ones that had been sent to pick goods up etc in the first instance, for example it may be a 'large business' that has their haulage in-house (i.e. a supermarket).

10. There is no available sample of all Road Haulier businesses. However, similar surveys of hauliers in the past have successfully used Standard Industry Classifications (SIC codes)² as a frame for screening.
11. Public databases are available of goods vehicle operator licences for GB³ and NI hauliers⁴. Hauliers with a vehicle over 3.5 tonnes (or HGV's) must have a licence to carry goods and there are 3 types:
 - Standard – allowing movement of own goods in UK or internationally, or other people's goods in the UK.
 - Standard International – allowing movement of own goods and other people's goods in the UK and internationally.
 - Restricted – allowing movement of own goods in UK or internationally, but not other people's goods.

All types of licence are of interest as all allow movement of goods internationally. However, some may only move goods domestically. Screening would need to take place to identify those moving goods to EU, or between GB and NI, and to remove any only operating within GB or within NI. This database only includes HGV's so lighter vehicles would still need to be separately sourced. The public database has named contacts but does not contain telephone numbers which would need to be sourced.

12. The supplier will provide a full description and costs for the sample source(s) they intend to use for both UK hauliers and EU hauliers and any telephone matching required. The supplier will indicate if they intend to send advance letters where they are able to do so and cost for these in the overall cost.
13. Hauliers that move goods between GB and NI will need to be screened for from the main UK sample.
14. We recognise that there are complexities involved in conducting a survey with EU based hauliers and that they may be difficult to sample/recruit. We welcome a discussion on the feasibility of obtaining robust numbers or different approaches we could use such as a brief scoping study. HMRC are currently developing relationships with international haulage associations such as CLECAT and IRU and may be able to use these to help reach members or endorse the research.
15. Due to these complexities of interviewing EU hauliers we have limited the number of interviews to 100. However, we would also like a cost per extra 50 interviews in case this is achievable. We expect these interviews to be spread between the 3 countries of interest (Poland, Romania and Bulgaria) as much as possible.

² e.g. NACE rev 2 = 4941 – Freight Transport by road, NACIS 2017 = 48412 - General Freight Trucking, Long Distance, 48423 - Specialized Freight (except used goods) Trucking, Long-distance, SIC code = 4212 - Local Trucking without storage; 4213 - Trucking, except Local; 4214 – Local Trucking with storage; 4215 - Courier services, except by air; 4731 - arrangement of transport of freight and cargo.

³ [Traffic Commissioners: goods and public service vehicle operator licence records - data.gov.uk](https://data.gov.uk/dataset/traffic-commissioners-goods-and-public-service-vehicle-operator-licence-records)

⁴ <https://www.opendatani.gov.uk/dataset/1699fb94-7c4b-4cd9-8c1f-c11b0fa72526>

16. We would also like to consider the potential benefits of an online survey for EU hauliers to boost responses. This could be administered via routes suggested by tenderers or potentially via international haulage associations if they agree. We would like tenderers to cost for a 10-15-minute online survey with around 1,000 EU hauliers (translated into up to 5 languages – Polish, Romanian, Bulgarian, Lithuanian and Hungarian) as an additional option to the main requirements.
17. We welcome a discussion on ensuring we achieve a representative spread of interviews that allows for analysis by size given the population is skewed towards sole traders and microbusinesses.
18. The findings from this research will be used to draw robust conclusions about the population of hauliers, with a certain level of confidence, to support government policy and decision-making. For this reason, a probability sampling approach is preferred for the UK population and a robust quota sampling approach for the EU population. However, suppliers are invited to articulate the challenges/risks of these approaches and propose different, justified approaches. We expect that EU responses will be kept separate to those of GB and NI responses in reporting due to the likely differences in sample design.

Depth interview follow-up

19. We expect follow up the surveys with qualitative depth interviews with hauliers who have completed the survey and agreed to be re-contacted. These would mainly be with Road Haulier managers, but we expect to have a small number of depths with Road Haulier drivers. We would expect that these depths with drivers will need to be accessed via the 'managers' both for ease of recruiting and to ensure they have the right permissions to take part. However, we would welcome other suggestions for the driver depth interviews.
20. We expect 20 depths with managers (UK and EU) and 10 with drivers (UK and EU). Interviews should be conducted by telephone or virtual platform and be 45-60 minutes long for managers and approximately 30 minutes long for drivers. We would be open to the option of paired interviews with managers and drivers. This approach would need to be justified, along with any potential benefits or drawbacks, and any additional costs. Interviews with EU hauliers will need to be conducted in Polish, Romanian and Bulgarian if required.

Future Waves

21. At the outset of the contract, HMRC only commits to commissioning the first and second wave of research under the awarded contract. However, HMRC may also require up to a maximum of one future wave to be conducted within the scope of this contract.
22. The anticipated HMRC timescales for the waves would be:

W1 – Fieldwork mid-August 2021⁵, Findings late September 2021

⁵ Note, we are aware that August holiday seasons in some countries in Europe could mean that these timings might need to be extended for the EU haulier group specifically.

W2 – Fieldwork February 2022, Findings March 2022

W3 – Fieldwork June 2022, Findings July 2022

23. HMRC anticipates that any future wave will be aligned to the specification for the initial wave as set out within this ITT. For the avoidance of doubt, HMRC anticipates that the requirement for any future wave would be closely aligned to, if not identical to, the requirements set out in the following sections of this ITT:
- a) Section 3 – Research Aims and Objectives
 - b) Section 4 – Methodology and Scope
 - c) Section 5 – Timetable (HMRC anticipates that future waves would be expected meet the same project timescales as the initial wave)
 - d) Section 7 – Outputs and Deliverables
 - e) Section 8 – Quality and Risk Management
 - f) Section 9 – Expertise and Capability
 - g) Section 10 – Project Management and Contract Administration
 - h) Section 22 – Data Security and Protection
 - i) Section 23 – Other Ethical Issues
 - j) Section 26 – Access to Government Information

HMRC reserves the right to make some minor amendments to the anticipated specification for any future wave(s).

24. After completion of the deliverables for the initial waves HMRC will review whether to proceed with additional follow on wave within the scope of the contract. HMRC reserves the right at the end of the delivery of the initial waves to commission the subsequent wave outside of the awarded contract.
25. If HMRC chooses to proceed with the further research and is interested in delivering it within the scope of this contract, then the Supplier will work with HMRC to discuss the research needs and potential research approaches to clarify the potential approach, issues and timescales.
26. Should HMRC wish to proceed with the Supplier's proposals as a result of these discussions, the Supplier will then provide a detailed written work plan for the subsequent year. The Supplier will commit to proposing a strategy which delivers the greatest value for money to HMRC in terms of time, cost and quality.
27. HMRC will review the work plan and then decide whether to proceed with that approach or not. HMRC reserves the right at this stage to cancel the work or to commission it outside of this contract. HMRC also reserves the right to make some suggestions or amendments to the proposed strategy if in agreement with the Supplier. If HMRC decides to proceed then the written work plan will form the basis of the Statement of Requirements for that wave.
28. Assuming that HMRC agrees to the proposal, this agreement will be formalised through the issuing and signing of a separate Statement of Work form detailing the cost assignment and the invoicing dates.
29. Should HMRC wish to proceed with the third wave under the scope of this contract and there are no amendments to HMRC's requirements, then the costs submitted by the

successful during the tender for the subsequent wave will be fixed within the subsequent statement of work. Any cost amendments required as a result of potential changes to HMRC's requirements will be calculated using the costs in sections 17 (see sections 17.7 to 17.11 for further details) submitted by the successful supplier at tender stage.

Data Processing and Analysis

30. Tenderers should present their proposed approach for data capture and processing, as well as a brief analysis plan.
31. The successful contractor will be required to draft and agree the research instruments and analysis plans with HMRC.
32. HMRC will liaise with the successful contractor on the analysis required by stakeholders along specific characteristics, e.g. size.

Timetable

33. The timeline provided below is indicative of the timelines expected by HMRC. This timetable will be superseded by the project plan submitted by the supplier in their bid.

Activity	Date
Issue ITT	Wednesday 2 nd June 2021
Deadline to confirm receipt of ITT	Friday 4 th June 2021
Deadline for queries on ITT	4pm, Wednesday 9th June 2021
HMRC response to ITT queries	Wednesday 16 th June 2021
Deadline to notify HMRC of intention to submit a tender	4pm, Monday 21 st June 2021
Deadline for response to ITT	4pm, Wednesday 23rd June 2021
Contract awarded	w/c 12th July 2021
Set-up meeting	w/c 19th July 2021
Research design (including sampling, survey topic guide development)	July 2021
Mainstage Quantitative fieldwork	August 2021
Analysis and reporting meeting with HMRC	August 2021
Delivery of interim/topline findings	Late August/Early September 2021

Presentation of survey findings	September 2021
Delivery of SPSS dataset, including all derived variables	September 2021
Qualitative fieldwork	September 2021
Presentation of qualitative findings	October 2021
Draft report of survey and qualitative findings	November 2021
Final outputs signed off, wave close	December 2021
Wave 2 fieldwork	February 2022
Wave 3 fieldwork (tbc, if required)	June 2022

34. The successful supplier will be expected to attend a set-up meeting in the week commencing 19th July via Microsoft Teams.

Length of Contract

35. The full contract term will be 17 months 2 weeks with an optional extension period of six months.
36. The first two waves of the survey should be completed by June 2022. HMRC will then take a view, after the completion of the second wave of the survey, on whether a third wave of the survey is required. HMRC will liaise closely with the successful contractor as per this requirement.
37. If required, the third wave of the survey and final reporting should be undertaken by the contractor during the remaining 6 months of the contract, up to 31 December 2022.
38. Tenderers should state if they can meet this deadline but can also suggest alternative timetables with an accompanying justification.
39. HMRC reserves the right to pause or cancel a project at any point, in line with clause 9.8 of the Call-Off Contract.

Outputs

40. HMRC will require the following outputs for this project. Payment milestones will be linked to the delivery of a number of outputs. Outputs should include:
- a. Detailed project plan outlining key dates and milestones, clearly indicating any actions for HMRC;
 - b. Initial set-up meeting to finalise the scope of the project and the planned approach;
 - c. Agreed approach for sampling both UK and EU businesses;
 - d. Agreed versions of the research materials (including surveys and topic guides);

- e. Development of survey scripts e.g. CATI, including any necessary amendments after live pilot;
 - f. Weekly progress updates, via phone and/or email;
 - g. Around 350 survey interviews with hauliers per wave including:
 - a. 200 interviews with those moving goods between GB and EU (with at least 50 moving goods between GB and NI);
 - b. 50 interviews with NI hauliers moving goods from GB to NI;
 - c. 100 (plus additional 50, if possible) interviews with EU based hauliers.
 - h. Follow-up in-depth interviews (20 with managers and 10 with drivers);
 - i. Analysis plan agreed with HMRC, including the following:
 - a. List of derived and recoded variables;
 - b. Statistical analysis to be carried out;
 - c. Weighting specification.
 - j. Analysis meeting (can be over the telephone);
 - k. Dataset of raw survey data and derived variables in SPSS format per wave of survey. All variables, including derived variables, should be clearly labelled;
 - l. Details of the syntax or code used to produce the analysis (regardless of statistical programme used);
 - m. Three transcripts of qualitative follow-up interviews per wave;
 - n. Topline/interim findings per survey wave (the format of which should be agreed on in advance);
 - o. Presentation of quantitative survey findings from each wave of the survey, in the form of a detailed slide deck for internal reporting purposes, prepared after analysis of the quantitative data. The slide deck should be agreed with HMRC in advance.
 - p. Presentation of qualitative findings from each wave of the survey in the form of a slide deck prepared after analysis of the qualitative data. The slide deck should be agreed with HMRC in advance.
 - q. A final report at the end of all waves suitable for publication and in a final form agreed with HMRC.
 - r. A full technical note at the end of all waves including but not limited to: how the sample was treated/cleaned, sampling and response rate, statistical analysis undertaken, and weighting strategy applied.
41. The Supplier should assume that research materials, headline findings, detailed findings presentation, and final short report will need to be amended considering comments made by the department and that at least two drafts will be required before agreeing a final document.
42. All summaries, reports, data outputs (e.g. tables and graphs) and presentations should be provided in an electronic format, compatible with Microsoft Office applications. All presentations and reports should be concise and written in plain English. They should be of a high (publishable) standard suitable for online publication. HMRC expects all drafts to be complete, to have been proof-read before delivery and for data in the drafts to have been quality assured. HMRC may arrange for any final reports produced to be peer-reviewed,

either in-house or externally.

43. Contractors are also reminded that any research reports to be published on www.gov.uk must meet the accessibility requirements for public sector bodies' publications: <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps#accessibility-standards>.

Quality and Risk Management

44. The supplier will provide evidence of any professional accreditation (e.g. Market Research Society), or any quality standards achieved (e.g. ISO 9001).
45. Suppliers must include a project plan and time schedule for the work that identifies the main tasks and key milestones that will be used to monitor progress, indicating clearly where HMRC is expected to contribute.
46. Supplier will include a quality control plan with their proposal, which should demonstrate their internal procedures to assure quality control. In particular, this should include:
- Development of materials;
 - Fieldwork stage;
 - Analysis;
 - Reviewing data in the final outputs, including the topline findings, presentation and report.
47. It is the responsibility of the contractor to quality assure the data. As part of this, HMRC will review a set proportion of the figures in the outputs. If HMRC deems the level of error to be systemic, HMRC will expect the contractor to conduct a further full review of all outputs before re-submission.
48. In addition to the above, contractors are expected to outline their quality assurance processes and/or systems for the project in accordance with bid evaluation criterion (see Section 13). This should also be accompanied by a named member of the project, at an appropriate level of seniority, who will be responsible for the overall quality of the project and provide, where necessary, written confirmation that quality assurance has been performed.
49. Proposals should also include an assessment of the key risks to this project. This should 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. A risk register template is at Annex B.

Expertise and Capability

50. HMRC acknowledges that considerable resources are required for the successful delivery of this project to time. It is possible that agencies invited to tender have the skills and ability within their organisation to undertake all or part of this research but do not have sufficient resources required to successfully deliver the whole research requirement. We therefore encourage agencies to collaborate with other suppliers if required to ensure that they are fully capable of undertaking this work.
51. The supplier will demonstrate that their proposed team incorporates those with experience:
 - a. Delivering high-quality research with businesses to gather sensitive information;
 - b. Designing and undertaking quantitative, multi-wave surveys;
 - c. Designing and undertaking qualitative research;
 - d. Delivering complex research projects to time, specification and budget.
52. Proposals should summarise the skills and expertise relevant to this requirement that particular members of staff bring to the team and clearly identify the project manager, with CVs included as an annex.
53. The proposal should specify details of which parts (if any) of the project will be sub-contracted, the name of the sub-contractor who will work on the project, their experience of related research, and their responsibilities within the project. If it is proposed to sub-contract any of the work, the same details as those provided by the tenderer should be given about the qualifications, experience and responsibilities of sub-contractor staff involved along with a description of their respective roles and the management arrangements put in place. Ultimately, the successful contractor will be held to account for the performance of any sub-contractor and needs to demonstrate their confidence to successfully manage sub-contractors. This should also be considered for any joint submissions, as the second contractor will be treated as a sub-contractor.

Project Management and Contract Administration

54. [REDACTED] is HMRC Manager for this project. She will be responsible for the day to day management of the contract. Once the contract has been awarded, all contact with HMRC concerning the project should be made through them. The research organisation will be required to appoint a contract manager who will act as the principal point of contact for the Department. (Information redacted under section 43 (2) of FOI Act 2000.)
55. The research organisation will be expected to work closely with the HMRC project manager and through them, with internal customers within HMRC throughout the duration of the contract. They must be kept informed of progress and be involved in key decisions. Proposed changes in project staffing (at all levels) or deviations from the agreed work programme must be discussed and agreed with the project manager in advance. [REDACTED] is

responsible for all decisions that involve funding. (Information redacted under section 43 (2) of FOI Act 2000.)

56. In costing your tender you shall allow for participation in a minimum of four meetings per wave, including:

- Project set-up meeting;
- Weekly catch-ups with the HMRC project team;
- Two presentations of final findings and analysis (one for the quantitative stage and one for the qualitative).

57. Given the current ways of working due to Covid-19, meetings between the successful contractor and HMRC will be held on Microsoft Teams. If and when ways of working change, the majority of meetings are expected to take place at HMRC offices in London, although some may take place on Microsoft Teams or at the research organisation's premises by arrangement.

General Terms

58. HMRC's rights in the Competitive Procurement Exercise

1. HMRC reserves the right to:

- a) waive or change the requirements contained in this document or in the procurement documentation from time to time without prior (or any) notice being given by HMRC;
- b) seek clarification or documents in respect of a Tenderer's submission;
- c) disqualify any Tenderer that does not submit a compliant tender in accordance with the instructions contained in these Tendering Instructions or in the procurement documentation;
- d) disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the competitive procurement exercise;
- e) annul a competitive procurement exercise and reject all tenders at any time prior to Award of Contract without incurring any liability to the Tenderer in respect of the cost of participating in the competitive procurement exercise and preparing/submitting a tender;
- f) withdraw this competitive procurement exercise at any time, or to re-invite tenders on the same or any alternative basis;
- g) choose not to award any contract as a result of the current competitive procurement exercise; or
- h) make whatever changes it sees fit to the Timetable, structure or content of the competitive procurement exercise, depending on approvals processes or for any other reason.

59. Tax Compliance

General

1. As referred to in Regulation 57(3) and 57 (4) of the Public Contracts Regulations, Tenderers may be subject to mandatory or discretionary exclusion if they are found to be in breach of obligations relating to the payment of taxes or social security contributions.
2. HMRC, as a revenue collecting Government Department, reserves the right to (a) conduct revenue compliance checks and enquiries throughout the procurement process and (b) exclude any economic operator from participation in the competitive procurement exercise and/or potential delivery of the contract or framework agreement where it can demonstrate the non-payment of taxes or social security contributions, including in instances where no binding legal decision has been taken by a judicial or administrative body.

Scope and Conduct of the Revenue Compliance Checks

3. HMRC will undertake revenue compliance checks in connection with the fulfilment of obligations relating to the payment of taxes and social security contributions over the last three years of trading.
4. Where revenue compliance enquiries identify certain circumstances such as, but not necessarily limited to those listed below, the Tenderer may be required to provide additional explanations or background information necessary for a full understanding of the situation:
 - a. time to pay arrangements;
 - b. late payment of taxes;
 - c. late payment of taxes resulting in interest charges; and
 - d. a breach of obligations, which has been established by a judicial or administrative body having final and binding ruling in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom.
5. Decisions whether to exclude any party will be taken on a case by case basis and will take account of (a) the regulatory provisions, (b) any clarification or additional information that might subsequently be provided by the Tenderer, (c) information available to HMRC from its own resources by virtue of its special status as a revenue collecting Department and administrator of direct and indirect taxes and (d) any other relevant information from any other appropriate source.

60. HMRC eTrading System

- 60.1 HMRC has a “Purchase Order Mandatory Policy” and with effect from 11th November 2019 will process all purchase orders and all invoices using its eTrading system, provided by SAP Ariba.
- 60.2 Successful Tenderers are required to register on the SAP Ariba Network in order to transact with HMRC via the eTrading system and to ensure that they will continue to be able to receive purchase orders from and issue invoices to HMRC.
- 60.3 Registration for HMRC’s eSourcing and eTrading portals is undertaken concurrently and instructions are set out here: <http://hmrc.supplier-eu.ariba.com/ad/register/SSOActions?type=full>. SAP Ariba will not charge suppliers to HMRC, VOA or RCDTS to register on the SAP Ariba Network and suppliers will not incur any fees when transacting with HMRC, VOA or RCDTS across HMRC’s eTrading system. However, fees may apply when transacting with suppliers’ other customers over the SAP Ariba Network.
- 60.4 Suppliers to HMRC, VOA and RCDTS are not required to invest in any additional products or services from SAP Ariba or from any other supplier in order to transact with HMRC, VOA or RCDTS using HMRC’s eTrading system.
- 60.5 Payment will be made by BACS within 30 days of receipt of a valid invoice.

61. Data security and protection

- 61.1 The successful contractor will be required to submit a security plan before the start of the contract. This will detail your approach to safeguarding confidential information including your company policies for handling sensitive documents and computer files from unauthorised access. This will contain details of how the following will be administered:
- a) How tenderers will hold data on sampled participants;
 - b) How long tenderers will keep data on sampled participants;
 - c) What details about participants will be passed to recruiters and/or interviewers; and
 - d) How tenderers will destroy data once they have been used. This must include originally transferred data files, copies of data files held on all computers, and copies held on archived back-up systems.
- 61.2 If you intend to involve sub-contractors at any stage of the project, please include details of how you will ensure their compliance with all aspects of the Security Plan.
- 61.3 A Security Plan questionnaire is attached (please see Annex C) which is assessed on a pass/fail basis. Where suppliers are unable to meet HMRC’s data security requirements, they will not be awarded the contract.
- 61.4 Where the highest scoring bidder is not awarded the contract due to failing to meet HMRC’s data security requirements as per 22.3, HMRC reserves the right to award the contract to the next highest scoring bidder, subject to that bidder meeting HMRC’s data security requirements.

62. Other Ethical Issues

- To preserve confidentiality and anonymity, details of individual participants in the research must not be included in the analysis and reports.
- Published outputs of statistics will be consistent with statistical disclosure guidelines, as advised by HMRC.
- **Procurement Transparency**
 - HMRC is obliged to publish tender documents for all contracts with a whole life value of over £10,000. It is a condition of bidding for this work that applicants agree to the subsequent publication of the contract once awarded.
 - If Bidders believe that any of the information requested is commercially sensitive, they should provide such information in a separate letter marked as such.
 - HMRC ITTs are commercially sensitive documents; the contents of any HMRC ITT should not be divulged to those without a business need to know.
- **Group Bids**
 - In the event of a group of service providers, suppliers or contractors submitting an acceptable offer, the group will be required to nominate a lead partner with whom the Department can contract. Alternatively, the group will need to form themselves into a single legal entity before the contract is awarded. An undertaking that the group will so form themselves, if required by the Department, must be provided when the tender is submitted.
- **Access to Government Information**
 - Under the Government Code of Practice on Access to Government Information, the Department must reserve the general right to disclose either information about your tender or the tender itself, including your price or range of prices, once a contract is awarded. However, you may request that certain information is not disclosed if to do so would prejudice your legitimate commercial interests. Requests for non-disclosure must accompany your tender and include clear and substantive justification together with a time limit when any confidential information could be disclosed – this is not normally expected to be more than 7 years. It would be helpful, if appropriate, if you could keep the areas that you consider should not be disclosed separate from other areas of your tender. The terms of any confidentiality agreement (not the items themselves – they would remain confidential) would, if necessary, be available for publication.
- **Commissioning Conditions**
 - By submitting a response to the tender exercise HMRC will deem the Bidder accepts the HMRC additional clauses which are included within the HMRC Clauses Document.

- Additional contractual information relating to the Protection of Information is included in Annex A.

Contract Award

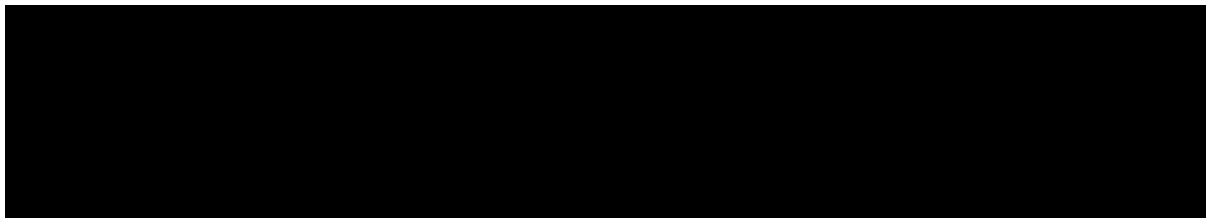
a) Acceptance of Offers

- a. The Department reserves the right not to accept the lowest cost, or any, tender.
- b. Unless you make any formal statement to the contrary, the Department reserves the right to accept any part of the tender without accepting the remainder.
- c. Acceptance of a tender/ award of contract will be confirmed by written communication from the Department.

b) Financial Capacity

- a. HMRC will act in accordance with the Public Contracts Regulations 2015 and Cabinet Office Procurement Policy Note 02/13 (Supplier Financial Risk Issues) when specifying any minimum financial standards and undertaking financial assessments.
- b. Where considered appropriate, on the basis of a financial assessment, award of contract may be conditional on a successful Tenderer providing a Parent Company Guarantee. If the guarantor is a charity, HMRC would need to establish whether anything in the charity's constitution prevents them from performing this role and, if so, whether an alternative guarantor may be required. Where suppliers are unable to satisfy HMRC's minimum financial standards, they will not be awarded the contract.

ANNEX B



Information redacted under section 43 (2) of FOI Act 2000.