

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment



Dear Sirs

Letter of Appointment

This letter of Appointment dated 29/08/2019 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:	ecm_56161
From:	Department of Environment, Food and Rural Affairs ("Customer")
To:	██████ ("Supplier")

Effective Date:	2 nd September 2019
Expiry Date:	End date of Initial Period 1 st September 2021 End date of Maximum Extension Period N/A Minimum written notice to Supplier in respect of extension: N/A

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:	████████████████████
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[Guarantor(s)]	
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Contract Charges (including any applicable discount(s), but excluding VAT):	please note pricing is relative depending on size and resource required for survey and in line with the CCS ratecard.
Insurance Requirements	<p>[Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £[x] million for each individual claim]</p> <p>[Additional employers' liability insurance with a minimum limit of £[x] 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 £[x]1 million for each individual claim.]</p> <p>[Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £[x] million for each individual claim]</p>
Liability Requirements	<p>Suppliers limitation of Liability (Clause 18.2 of the Contract Terms);</p> <p>See relevant terms and conditions</p>
Customer billing address for invoicing:	

GDPR	
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	

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:

Signature:

Signature:

Date:

Date:

ANNEX A

Customer Project Specification

Summary

Defra Group Communications would like to establish a two-year call-off contract for quantitative research activity, enabling the team to commission surveys among representative samples of the UK public at short notice and on an ad hoc basis.

Objectives

The primary purpose of the call-off contract will be to meet ad hoc requests for audience insight to inform and evaluate communication activity across a wide range of issues within Defra's brief. This may include requests at short notice when responding to an incident (e.g. flooding). We would also like to introduce a consistent approach to tracking awareness of, and attitudes towards, key Defra announcements at regular intervals throughout the year.

We think the most suitable and cost effective method to meet our objectives is through online omnibus surveys among nationally and/or politically representative samples of the UK public but we remain open to exploring other options.

Budget

Defra Group Communications is looking to procure this contract on a no minimum spend basis. We do not anticipate spending more than £49,000 with the chosen supplier over a two year period.

Agency response

An initial written proposal should be submitted, capturing the following elements:

- The most suitable products / services you offer to meet the above objectives, and the associated costs and timeframes for delivery of each
- A description of the commissioning process – from initial approach to delivery of outputs – including timings, responsibilities etc.
- An outline of standard research deliverables (e.g. data tables, PowerPoint presentation), and any additional add-on/optional services

As part of your Invitation to Tender, your company will be required to demonstrate their ability to meet the quality criteria, providing evidence where available to substantiate their claims.

- Please provide us with your company's relevant rate card - with any applicable discounts applicable with a call off contract.

Appendix 1

Contract requirements

- The winning Contractor shall be responsible for delivering the commissioned quantitative research under this contract, under the Terms and Conditions and against each tasking's unique set of requirements.
- The winning Contractor shall ensure that they can fully meet their contractual obligations within the Performance, Cost and Time envelope of each tasking.
- The data from this exercise will be made available under Crown Copyright to Defra upon request.
- The winning Contractor shall be committed throughout the Contract duration to identify and deliver efficiencies where possible and practical. All efficiencies identified through this Contract shall be reported to and flowed down to Defra.

ANNEX B

Supplier Proposal

To be determined at Call for Competition stage

1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

 <p>Department for Environment Food & Rural Affairs</p>	[REDACTED]
	[REDACTED]

	[REDACTED]
	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ANNEX 1 – CONTRACT CHARGES

	Description	Day required	Day rate	Total
Board Level / Chief Executive	As described in Category A roles, with further strategic decision making responsibility and overall accountability of organisation			
Category A	Senior member of personnel, e.g Research Director having assumed responsibilities in his/her profession through the performance of management and supervision roles. Typically, he/ she shall have ten (10) years or more professional experience of which at least four (4) years must be relevant to the type of tasks to be performed under the contract at this level.			
Category B	Certified member of personnel e.g. Senior Researcher or Research Manager having received a high-level training in his/her profession and recruited for his/her appreciated skills as regards professional practice. Typically, he/she must have five (5) years professional experience of which at least two (2) years shall be relevant to the type of tasks to be performed under the contract at this level.	■	■	■

Category C	Member of personnel such as a researcher. Typically, with two (2) to four (4) years experience, with understanding and grounding in research projects and the type of tasks to be performed under the contract at this level.			
Category D	Junior member of research personnel e.g. junior researcher. Typically, with two (2) years experience. A newcomer to the profession but with training related to the type of tasks to be performed under the contract at this level.			
Category E	Administrative or general junior personnel (e.g. those involved in ensuring the logistics of the tasks are undertaken).			
			Total	

Please note pricing is relative depending on size and resource required for survey and in line with CCS rate card.

