

ORDER

ORDER NO: SER/0676	Date of Order: 6 March 2017
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(To be quoted on all correspondence relating to this Order)

<p>FROM (Customer):</p> <p>Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>Customer's Representative: Rebekah Eden</p> <p>T: +44 (0) 121 644 7646 E: rebekah.eden@ofwat.gsi.gov.uk</p>	<p>TO (Supplier):</p> <p>ReThink Recruitment 1st Floor Christchurch House 30 Waterloo Street Birmingham B2 5TJ</p> <p>Contractor's Representative: [REDACTED]</p>
<p>SERVICES TO BE DELIVERED TO:</p> <p>As above</p> <p>With travel as required to:</p> <p>4th Floor, 21 Bloomsbury Street, London, WC1B 3HF</p>	<p>INVOICE ADDRESS:</p> <p>finance@ofwat.gsi.gov.uk</p> <p>or</p> <p>Finance Team Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B4 5UA</p>
<p>This Order is subject to the Non-Medical, Non-Clinical Temporary and fixed terms staff (RM971) - NHS Conditions of Contracts.</p>	
<p>Framework/ Lot: Non-Medical, Non-Clinical Temporary and fixed terms staff (RM971) - Lot 4 - Corporate Functions (Procurement and Supplies)</p> <p>(a) On 16 February 2017 the Customer issued its Temporary Staff Request Form in respect of the provision of the Services;</p> <p>(b) The Supplier response dated 22 and 27 February 2017 submitted in response to the Temporary Staff Request Form and the candidate's interview on the 3 March 2017 (the "Tender");</p> <p>(c) On the basis of the tender, the Customer has selected the Supplier to provide the Services on the terms set out in this Order.</p>	

Call off Contract Charges

Customer spend under this Call off Contract is restricted to a maximum **£55,014.75** ("the Capped Price"), is all inclusive with the sole exception of travel and accommodation outside Birmingham and VAT.

Breakdown of Charges applicable to the Call off Contract:

Key Personnel	Charges per day (£)*	Maximum no. days **	Total Capped Price ex VAT and travel to London
Total Capped Price including VAT			£66,017.70

Invoicing should be carried out monthly in arrears. Payment will be made within thirty (30) days of receipt by the Customer of a valid invoice from the Supplier. The Customer shall pay invoice submitted by the Supplier in accordance with Clause 21 of the Call off Terms for the Supply of Non-Medical Non Clinical (NMNC) temporary and fixed terms staff (RM971).

Payment will be made electronically via Banks Automated Clearing Services (BACS).

* A working day is 7.5 hours excluding lunch break; part days worked shall be charged on a pro-rata basis.

** The Key Personnel will work 5 days per week.

Please note: The Customer will not pay extra for commuting to the main place of work. The Key Personnel will need to pay for any related travel and accommodation in connection with travelling to London and then will need to reclaim the expenses via the Supplier's invoice.

Any travel and accommodation must be in accordance with Ofwat's standard travel and accommodation rates as attached at Appendix A as updated and amended from time to time. Any travel and accommodation required in connection with the Call off Contract will be reimbursed on acceptance of receipts and where appropriate a mileage log.

Share Dealing

The Supplier shall use reasonable endeavours to procure that the Key Personnel does not, apply for, purchase or sell or otherwise deal for profit in shares, options or any other securities in any water or sewerage company in England and Wales during the Call off Contract.

Review Meetings

Customer's first point of contact for review meetings is:

Rebekah Eden - Director, Programmes & Project Management

T: +44 (0) 121 644 7646

E: rebekah.eden@ofwat.gsi.gov.uk

Appendix A - Travel and Accommodation rates

Receipts must be submitted with all claims and must be in accordance with these rates

Accommodation:

Paid on actual expenditure within the following prescribed ceilings:

London	£165
Elsewhere	£115
Private residence	£25

These rates cover a 24 hour period for accommodation only, inclusive of VAT, receipts must be submitted.

Mileage Rates:

25p per mile

A mileage log must be submitted (to/from, mileage/date, to see/purpose)

Rail Travel:

The actual cost of public transport (normally rail) may be reimbursed. Economy Class (second class) rail tickets should be purchased.

Security Requirements

This Contract is subject to the satisfactory completion of Baseline Personnel Security Standard verification checks; any check not completed satisfactorily may result in the termination of the Contract.

Tax Arrangement

The Water Services Regulation Authority may at any time during the term of this Contract request from **ReThink Recruitment** to provide information which demonstrates how the Contractor complies with Income Tax (Earnings and Pensions) Act 2003 (ITEA) and Social Security Contributions and Benefits Act 1992 (SSCBA) all other statutes and regulations relating to income tax and National Insurance Contribution (NIC).

From 6 April 2017, where a contract falls within the scope of IR35, it is the responsibility of the Agency/Supplier to ensure that the correct employment taxes and National Insurance Contributions (NICs) are paid in line with HMRC's requirements.

Description of Services Requirement:

Procurement TOM Interim - PROC.04.0114

Key responsibilities

Working with the Director for Programmes and Projects, the role will be responsible for:

1. Ensuring they are familiarised with the Ofwat culture and values and use this as a driving force to embed all outputs from the procurement TOM project ensuring culture change is delivered;
2. Deliver training to our people on the Ofwat way of procurement moving towards our people having greater clarity on procurement in central government bodies and procurement staff providing more guidance and advice as opposed to being heavily involved;
3. Securing in-house contract management training for all our people and ensuring the training is delivered to all potential contract managers within Ofwat;
4. Delivering Ofwat specific call off contracts for temporary staff and a legal panel;
5. Working with the People Hub to ensure the procurement of temporary staff is handed over to the People Hub, ensuring excellent controls are in place to ensure compliance with procurement controls;
6. Embedding the culture of reporting and improving on procurement KPIs;
7. Providing a report on procurement activity for 2016/17 and utilising this to support the update of our commercial strategy; and
8. Producing a procurement pipeline for procurement activity during 2017/18.

Term

Contract Commencement Date: 9 March 2017

Contract Expiry Date: 8 August 2017; or when the Cap price is reached, whichever is the first to occur. Unless extended or terminated in accordance with this Call off Contract.

The Customer will give the Supplier 7 (seven) working days' notice should we wish to conclude the Contract early.

Supplier's first point of contact for review meetings is: [REDACTED]

Variations to Contract:

Any amendments to the Contract must be agreed in writing in accordance with the Clause 12 of the NHS Conditions of Contract.

Formation of Call Off Contract

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding Contract with the Customer to provide to the Customer the Services specified in the Service Order Requirements set out in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement between the Supplier and the Minister for the Cabinet Office.

For and on behalf of the Supplier:

Name	[REDACTED]
Title	[REDACTED]
Signature	[REDACTED]
Date	8/3/17

For and on behalf of the Customer:

Name	JENNY BLOOR
Title	GENERAL COUNSEL
Signature	[REDACTED]
Date	8/3/17