



## Purchase Order

ORDER NO: **SER/0769**

DATE OF ORDER: **18 May 2018**

*(to be quoted on all invoices and correspondence relating to this Order)*

<p>FROM: (name and address of Customer)</p> <p>Kate Share Water Services Regulation Authority (Ofwat) 4th Floor 21 Bloomsbury Street London WC1B 3HF</p> <p>T: +44 (0)121 644 7689 E: kate.share@ofwat.gsi.gov.uk www.ofwat.gov.uk</p>	<p>TO: (name and address of Contractor)</p> <p>Martin Silcock Consulting Limited [REDACTED] [REDACTED] [REDACTED]</p>
<p>SERVICES TO BE DELIVERED TO</p> <p>Bloomsbury House 21 Bloomsbury Street London WC1B 3HF</p> <p>With travel to the Birmingham office or other locations as required</p>	<p>INVOICE ADDRESS</p> <p>Email finance@ofwat.gsi.gov.uk</p> <p>or</p> <p>Finance Team Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p>
<p>This Purchase Order is subject to the Conditions of Contract for Temporary Staff (via intermediary) at Appendix A; the Customer's Specification dated 4 May 2018 and clarification questions at Appendix B; the Contractor's tender dated 14 May 2018; and any enhancements thereto and provisions expressly listed herein.</p>	

**Project:** Interim Strategic Corporate Finance and Governance Support (PROC.04.0140)

### **Security Requirements**

This Contract is subject to the satisfactory completion of Baseline Personal Security Standards clearance.

### **Tax Arrangement**

This role has been assessed using HMRC IR35 assessment tool. The outcome of which is the role is classed as employed for tax purposes.

### **Equipment Supplied**

In line with Ofwat's Security Policy, the Customer will provide the Key Personnel with IT equipment, building passes, any physical information and any other Equipment necessary for the purposes of the Contract. Any information created during the Contract which remains the property of Ofwat and all equipment must be returned to the Customer in person on the last day of the Contract.

### **Key Tasks and Deliverables**

In order to meet the business objectives, the project will involve the Contractor performing the following tasks:

- Strategic thinking on approach and policy, including approach to engaging with stakeholders. This may include supporting the development of documentation to support engagement with stakeholders.
- Contribution to internal think pieces and material to be shared with Ofwat's board to set out our thinking and recommendations.
- Critical challenge of emerging thinking and ensuring that taken together the package of policy proposals is coherent and deliverable to the required timetable.

Ultimately the Contractor will be expected to support the delivery of a recommended package of proposals and measures to achieve the aims of the work programme. The work does not require a specific single, one off report to be produced. Instead, as described above under Key Tasks section, it will require contribution and potentially leading on a series of documents to deliver the overall objective of the work programme.

### **Term**

Contract Commencement Date: **22 May 2018**

Contract expiry date: **28 September 2018**; or when the Cap price is reached, whichever is the first to occur. Unless extended or terminated in accordance with this Contract.

Either the Customer or the Contractor may give the other party 10 (ten) days' notice or other time period as agreed by the parties should either party wish to conclude the Contract before the Contract expiry date.

**Contract Capped Price and Charges per Working Day**

Customer spend under this Contract is restricted to a maximum **£49,500** excluding VAT and travel outside London (“the Capped Contract price”).

Charges applicable to the Contract are set out below:

Key Personnel	Charges per Working Day (£)	Maximum no. of chargeable days	Maximum Contract Sum Total Value ex VAT and travel outside London

\*A Working Day is 8 hours excluding lunch break and travelling time. Minimum of 30 minutes lunch break must be taken.

The working arrangements are:

- █ [Redacted]

Any changes to leave and working arrangements are to be agreed in advance between the parties.

The day rates are all inclusive with the sole exceptions of:

- Disbursement for travel and subsistence expenses outside London; and
- Value Added Tax.

The Customer will not pay for:

- Any mark-up on disbursements;
- Travelling time unless the Customer project manager has authorised in advance the payment of travelling time.

The Customer will not pay extra for commuting to the main location (London). The Contractor will need to pay for any related travel and accommodation in connection with travelling outside London and then will need to reclaim the expenses via the Contractor’s invoice. Any travel and accommodation required in connection with the project will be reimbursed on acceptance of receipts and where appropriate a mileage log. Any travel and accommodation must be in accordance with the travel and accommodation rates as set out in Appendix C.

## **Payment**

Monthly invoices will require details of work dates / times and brief description of tasks covered.

Payment will be made within thirty (30) days of receipt by the Customer of a valid invoice from the Contractor. Payment will be made electronically via Banks Automated Clearing Services (BACS).

All invoices shall contain the following information:

- the Order number (as stated above);and
- the line value; total value excluding Value Added Tax (VAT), the VAT percentage and total value including VAT.

Invoices must not contain the Contractor's terms and conditions, nor can reference be made to the Contractor's terms and conditions. Invoices with the Contractor's terms and conditions printed on them or referred to therein will not be accepted by the Customer.

## **Contract Management**

The Customer's Contract Manager will be:

Kate Share - Senior Associate – Portfolio Management Office

Telephone no: +44 (0)121 644 7689

Email address: kate.share@ofwat.gsi.gov.uk

## **Policies**

The Contractor must ensure that the Key Personnel complies with Ofwat's Policies available to the Key Personnel via the Customer's Intranet whilst working under this Contract.

## **Share Dealing**

The Contractor acknowledges that certain Confidential Information may be unpublished price-sensitive information in relation to any company and that the Contractor is aware of relevant obligations, prohibitions and restrictions relating to such information under the applicable law and regulations in any relevant jurisdiction and that those of the Contractor's Staff, servants, agents or Sub-Contractors into whose knowledge such Confidential Information may come are aware of such obligations, prohibitions and restrictions.

The Contractor shall use reasonable endeavours to procure that the Key Personnel shall 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 Contract and for 6 months after the Contract has completed.

## Amendments

Any amendments to the Contract must be agreed in writing in accordance with the provisions of Clause 31 of the Conditions of Contract for Temporary Staff (via Intermediary).

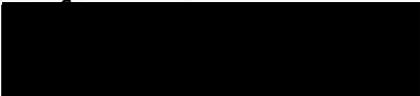
## Formation of Contract

BY SIGNING AND RETURNING THIS PURCHASE ORDER FORM THE CONTRACTOR AGREES to enter into a legally binding Contract with the Customer to provide to the Customer the Services specified in the ITT/ Specification, as set out in this Purchase Order Form incorporating the rights and obligations in the Conditions of Contract for Temporary Staff (via Intermediary).

### Signed for and on behalf of CUSTOMER

Name: AILEEN ARMSTRONG

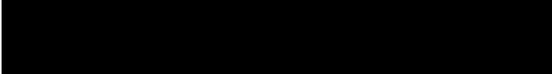
Title: SENIOR DIRECTOR

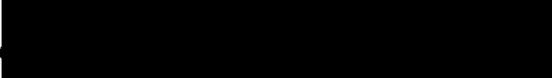
Signature: 

Date: 23/05/2018

### Signed for and on behalf of CONTRACTOR

Name: 

Title: 

Signature: 

Date:   
22nd May 2018

## Appendix A

### Conditions of Contract for Temporary Staff (via intermediary)

Attached as a separate document

## Appendix B

### Clarification Paper – Written Questions and Answers to the ITT Document

No.	Submitted	Question	Answer	Answered
1	06/05/2018 17:20	Duration - notice period. The RFP states a 10 day notice period for Customer and Contractor. The Conditions of Contract para 18.2 states a notice period of not less than 7 days, but there is no provision for Contractor to give notice. Please clarify the notice period for both parties to remove ambiguity.	Apologies, it should be made clearer that the notice period as stated in the ITT/RFP will prevail where: Either the Customer or the Contractor may give the other party 10 (ten) days notice or other time period as agreed by the parties.	06/05/2018 13:56
2	07/05/2018 08:29	(1) Please clarify if the contract will specify a minimum number of hours or days to be supplied per week, during the contract. (2) Please clarify if the contract will specify a maximum number of hours or days to be supplied per week, during the contract. (3) Please clarify the interpretation of " 'a working pattern' ... 'require around 3 days a week over the duration of the contract' ", as to whether or not the customer is prepared to specify working days or hours according to a forward-looking schedule agreed between the parties at the start of the contract, and varied by mutual agreement between the parties throughout the contract.	(1) No, the precise spread of the work will vary across the period of the contract. We expect the demand to vary week-on-week so we would be happy to agree a pattern that would fit with the contractors existing availability within the demands of the project. (2) No, the precise spread of the work will vary across the period of the contract, although noting that the overall ceiling of the contract (55 working days) may be a limiting factor later in the contract period. (3) We will consider specifying working days or hours according to a forward-looking schedule agreed between the parties at the start of the contract, and varied by mutual agreement between the parties throughout the contract.	08/05/2018 14:00

## Appendix C

### 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

#### Rail Travel

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

