

PURCHASE ORDER NO: **SER/0717**

Date of Order: 24 October 2017

*(To be quoted on all correspondence relating to this Purchase Order)*

<p><b>FROM (Customer):</b></p> <p>Water Services Regulation Authority          Centre City Tower          7 Hill Street          Birmingham          B5 4UA</p> <p>Customer's Representative: Nicola Saunders</p> <p>T: +44 (0) 121 644 7816          E: nicola.saunders@ofwat.gsi.gov.uk</p> <p><a href="http://www.ofwat.org">www.ofwat.org</a></p>	<p><b>TO (Supplier):</b></p> <p>TMP (UK) Ltd          265 Tottenham Court Road          London          W1T 7RQ</p> <p>Supplier's Representative: [REDACTED]</p> <p>[REDACTED]</p>
<p><b>SERVICES TO BE DELIVERED TO:</b></p> <p>Nicola Saunders          Water Services Regulation Authority          Centre City Tower          7 Hill Street          Birmingham          B5 4UA</p>	<p><b>INVOICE ADDRESS:</b></p> <p><a href="mailto:finance@ofwat.gsi.gov.uk">finance@ofwat.gsi.gov.uk</a></p> <p>or</p> <p>Finance Team          Water Services Regulation Authority          Centre City Tower          7 Hill Street          Birmingham          B4 5UA</p>
<p>Any Agreement arising from this Order shall be governed by the: Terms and Conditions as attached at Appendix A; the Customer's Specification dated 27 September 2017 and clarification paper (attached at Appendix B); the Supplier's Tender dated 5 October 2017 and clarification email of 19 October 2017 any enhancements thereto and provisions expressly listed herein.</p>	

## Description of Services Requirement:

### Price Review Analysts, PR19 (PROC.04.0130) (Supplier 2)

The objective of this contract is to undertake effective advertising, search, selection and candidate management processes to recruit circa 25 Price Review Analysts on 2-year Fixed Term Contracts (FTC), to start ideally from 1 January 2018 and no later than 1 April 2018. These roles will be at Senior Associate (band 3 £32,363 - £48,406) and Principal (band 4 £48,407 - £74,042) level. Specific skill sets are: finance and accounting, engineering and infrastructure, economics, information and quality assurance, strategy and policy and regulatory analysts.

Scope of work is for the Supplier/s to invest time to quickly get up to speed with what the Customer does, its Price Review and the type of skills it is looking for. The Supplier would need to be creative in how they approach the end to end campaign, undertaking effective advertising, search and selection processes using a range of methods and present a high quality and diverse field of suitable candidates. In the past the Customer has experienced some difficulties securing suitable candidates for these type of vacancies as the skills are very specialist and can be hard to find and in short supply. The Customer is interested in proposals for how these issues would be overcome.

At all stages of long listing, short listing and presenting appointable candidates, the Customer expects to see diversity suitably represented.

The appointed Supplier will be required in conjunction with the Customer to provide Services as set out below. This list is not exclusive and may change, subject to agreement.

#### General requirement:

- Agree a strategy and finalise timetable for the recruitments of the roles
- Advise on current role profiles as required
- Advise on appropriate media for advertising
- Draft separate advertisements
- Advise on and agree selection criteria for the positions
- Place adverts for roles
- Identify and recommend suitable candidates from existing databases
- Conduct a parallel targeted search for the roles and demonstrating the Customer's policy as an equal opportunities employer by targeting BME, gender, disability etc.
- Manage the recruitment and selection processes working with the Customer's project lead
- Manage applications received through both advertisements and search
- Sift shortlisted candidates against agreed selection criteria for the posts
- Advise on the most appropriate methods for assessing short-listed candidates against the key criteria and competencies.
- Sift applications against agreed selection criteria
- Undertake preliminary telephone and face to face interviews with longlisted candidates.
- Present long-list and recommendation on short-list candidates at a meeting with the Customer's team (meeting can be via video or telephone conference call).

The selection process for the candidates and all associated decisions are the responsibility of the Customer.

The Supplier and its Staff must comply with all applicable anti-discrimination legislation.

A full description of the Services required is set out in the Customer's Specification.

## Term

The commencement date shall be 26 October 2017.

The Expiry Date shall be 31 March 2018, unless extended or terminated in accordance with the Agreement.

## Charges

TMP (UK) Ltd will charge a fee of **11%** of successfully appointed candidates' base salary for all levels.

Fees will be charged in accordance with the table in this section.

The percentage fee fixed price is to be no more than 11% of first year base salary will be paid to the Supplier if your candidate has been accepted by the Customer. Where more than one Supplier provides the same candidate then the Supplier presenting the candidate at the earliest date will be awarded the percentage payment. No payment will be made for candidates who have already applied directly to Ofwat.

No payment will be made to those Supplier's whose candidate is not appointed.

Indicative charges will range from:

Roles / Bands	Pay range	11% of first year base salary range
Senior Associate (Band 3)	£32,363 - £48,406	£3,559.93 - £5324.66
Principal (Band 4)	£48,407 - £74,042	£5324.77 - £8144.62

## Rebate

If the candidate leaves the employment of the Customer, due to resignation or failed probation, within the first six months of employment the Supplier will offer a rebate of fees payable (provided agreed payment terms were met). This is excluding cases of redundancy where there would be no rebate.

A sliding scale of rebate will apply as follows:

- Up to 1 month - 80%
- Up to 3 months - 50%
- Up to 6 months - 20%

The percentage fee fixed price is to be all inclusive with the exceptions of:

- Disbursement for travel and accommodation expenses related to attendance at meeting; and
- Value Added Tax.

Any agreed travel expenses, required in connection with this project will be reimbursed at the Customer's standard travel and accommodation rates as set out in Appendix C.

We will not reimburse expenses for candidates attending interviews or meetings with agencies.

### Timetable and programme of work

Any changes to the Dates will be in agreement between the Parties during the Term of the contract.

Milestones and Key Deliverables	Dates
Recruitment strategy and project plan agreed between Customer and Supplier	W/C 30 October 2017
Go live – begin advertising and search campaign	6 November 2017
Closing date	17 November 2017
Supplier completes sifting	20/21 November 2017
Present longlist and recommendations for shortlist at meeting with Ofwat	22 November 2017
Invitations out to all shortlisted candidates	23/24 November 2017
Interviews	W/C 27 November 2017 and W/C 4 December 2017
Offers	11 December 2017

The Supplier will be required to email weekly progress reports to the Customer's project manager. The Supplier must provide details of the proposed contents of progress reports.

The Supplier may be required to attend progress meetings with the Customer at times to be agreed.

### Payment profile and Invoicing

Invoices for payment will be due upon achievement of Milestones/Deliverables and acceptance by the Customer of the associated Service. The payment profile for the project shall be as follows:

Milestones/Deliverables	Percentage fee fixed price	Date
Successful appointment of candidate/s, the payment shall be pro rata.	100%	Between 1 January 2018 - 01 April 2018

### Invoicing

All invoices shall contain the following information:

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

The Customer shall pay the Supplier within thirty (30) days of receipt of a valid invoice, submitted in accordance with the payment profile set out above and the provisions of this Agreement.

Any travel and accommodation required in connection with the project must be in accordance with the Customer travel and accommodation rates attached at Appendix C. Any Invoices for travel and accommodation must be submitted monthly in arrears. Supporting Information must be submitted with the invoices (e.g. copy of receipts, mile log to/from/date/meeting with (name)).

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

### Supplier's Key Personnel

The Supplier's Key Personnel shall be:



**SIGNING AND RETURNING THIS AGREEMENT THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Terms and Conditions and the Order and by signing below agree to be bound by the terms of this Agreement.

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act (FOIA), the content of the Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

Notwithstanding any other term of the Agreement, the Supplier hereby gives his consent for the Customer to publish the Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public.

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

Name	
[Redacted]	[Redacted]
[Redacted]	
[Redacted]	[Redacted]

For and on behalf of the Customer:

Name	CAROLYN ROSS
Position	CEO
Signature	
Date	6/11/17