

ORDER

ORDER NO: SER/0673	Date of Order: 28 February 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: Simon Smith</p> <p>T: +44 (0) 121 644 7588 E: simon.smith@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] [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 5 - IT Professionals</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 20 February 2017 submitted in response to the Temporary Staff Request Form and the candidate's interview on the 23 February 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>	

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:

Interim Business Analyst – PROC.04.0115

Scope of work and deliverables

- Review Ofwat's business case for a CMS and the scope and vision of the project.
- Review all available contact management documentation currently in place including: the current draft Invitation to Tender, relevant policies; any internal best practice guides and any previous process maps.
- Review Ofwat's system architecture and understand the potential position of a CMS within this architecture
- Review the impact of any planned future changes to the Ofwat information environment or system environment and any changes to Contact Management governance.
- Work with the leads of each of the CMS component work areas and with the Technology and Infrastructure Team to surface their requirements, distinguishing between those which are essential and those desirable.
- Identify where interfaces with other systems would be essential or desirable for Ofwat.
- Work with the leads of each of the CMS component work areas to produce process maps based on current practice.
- Collate all the requirements into one comprehensive set, and produce a full set of all the processes which will be required in the new CMS.
- Highlight any opportunities to exploit new capabilities in likely new software which might make us see our requirements in a new light. Highlight trade-offs and risks.
- Conduct a workshop with the project team to review the unified draft requirements and process maps, highlighting for discussion the key opportunities, uncertainties, conflicts and risks.
- Create a draft final specification of requirements and process maps which meets the objectives set out above for sign-off by the Project Director. Alongside this, to produce an annotated version of the specification explaining why the various components are there and how they are linked with other parts of the specification.
- Create a final version of the specification.

Term

Contract Commencement Date: 1 March 2017

Contract Expiry Date: 31 March 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.

The Customer may elect to extend the Call off Contract duration beyond the 31 March 2017. In particular the Customer may request additional support from the interim to facilitate an effective evaluation of tenders. Any additional Services will be by agreement between the Parties.

Call off Contract Charges

Customer spend under this Call off Contract is restricted to a maximum **£12,050.85** ("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			£14,461.02

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:

Simon Smith – Principal, Strategy & Planning

T: +44 (0) 121 644 7588

E: simon.smith@ofwat.gsi.gov.uk

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



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	
Title	
Signature	
Date	28/2/17

For and on behalf of the Customer:

Name	SIMON SMITH
Title	PRINCIPAL - STRATEGY & POLICY
Signature	
Date	28/02/17

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.