

ORDER FORM

ORDER NO: **SER/0748**Date of Order: **23 February 2018***(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: Anthony Milanese</p> <p>T: +44 (0) 121 644 7668 E: anthony.milanese@ofwat.gsi.gov.uk</p> <p>www.ofwat.gov.uk</p>	<p>TO (Contractor):</p> <p>Barnett Waddingham LLP Silver Springs House 2 Topaz Way Birmingham Road Bromsgrove B61 0GD</p> <p>Contractor's representative: </p> 
<p>SERVICES TO BE DELIVERED TO:</p> <p>Not applicable</p>	<p>INVOICE ADDRESS FOR CUSTOMER :</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>Any Contract arising from this Order Form shall be governed by the Call-Off Terms and Conditions as set out in the Ofgem Framework Agreement for Economic, Financial and Related Consultancy Services, between the Gas and Electricity Markets Authority and Barnett Waddingham LLP with effect from 1 September 2015 (the 'Call-Off Terms and Conditions'); the Customer's Invitation to Tender, dated 5 February 2018; the Contractor's Proposal dated 19 February 2018 and revised e-mail quotation dated 6 March 2018; and any enhancements thereto and provisions expressly listed herein.</p>	
<p>Description of Services Requirement:</p> <p>Targeted Review of Defined Benefit Pensions and Financial Resilience (PROC.01.0600)</p> <p>Service Category</p> <p>Pan-Regulators' Framework Agreement for Economic, Financial and Related Consultancy Services – 4G: Actuarial Advice</p> <p>Programme: Finance & Governance (F&G)</p>	

Contract Period

The Commencement Date shall be 26 February 2018.

The expiry date is 31 March 2018; unless extended or terminated earlier in accordance with the Contract.

Charges

Charges per Working Day

The table below provides the charges per Working Day.

Framework Grade	Maximum Framework Rates (Hourly rate (£))	Maximum Framework Rates (Daily rate (£) *)
[REDACTED]		

*A Working Day is 8 hours.

Project Costs

The capped price for the project is **£70,000**.

The quotation below (and as set out in the Contractor's Proposal) will be the capped price payable by the Customer for the project and will only be exceeded by agreement between the Parties. Such agreement will only be given by the Customer where cost overruns have arisen as a result of the work involved being over and above that reasonably anticipated prior to the commencement of the assignment and where practicable that the costs of any additional work has been agreed between the Parties in advance of work being undertaken.

Where the resource costs incurred by the Contractor in performing the Services falls below the capped price, the Contractor shall invoice the Customer for the actual value of the Services provided according to the charging structure described in the Order Form.

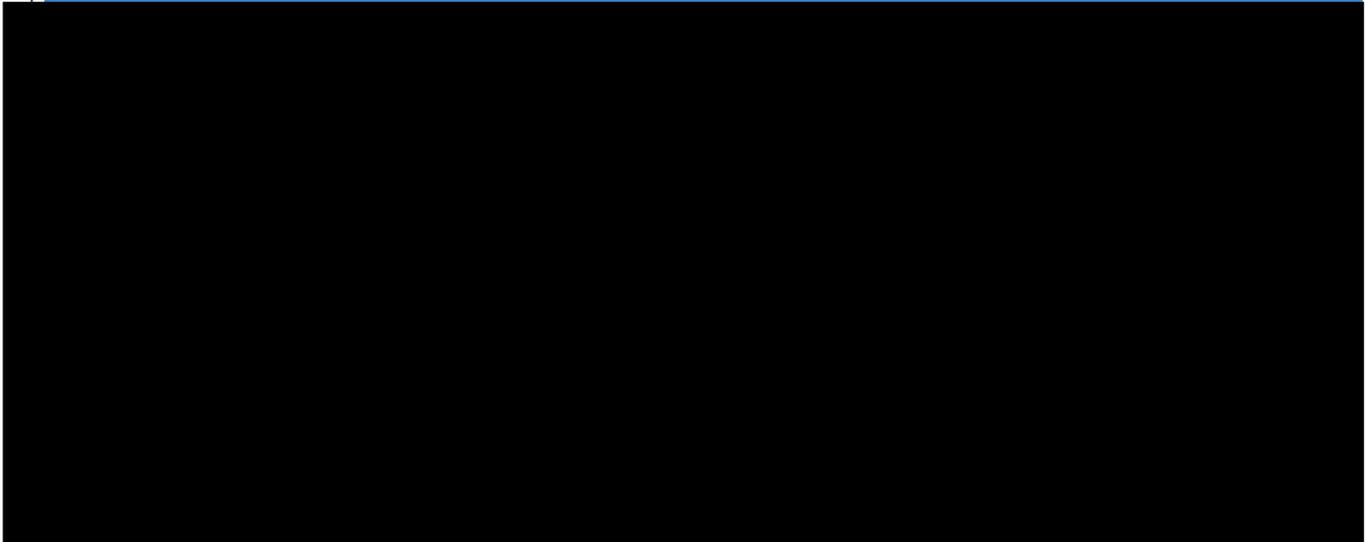
The delivery of draft and final reports which satisfactorily address any points raised by the Customer (including points raised on previously submitted drafts) and their acceptance by the Customer will signify successful completion of the project.

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

- Disbursement for travel and accommodation expenses;
- Value Added Tax.

Any travel and accommodation required in connection with the Contract, outside of Birmingham, 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 attached at Appendix A.

Key Personnel (Framework Grade)	Hourly rate (£)	Estimated Time Input in hours	Charges (excl VAT & expenses)
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Total capped price	£70,000
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The Customer will not pay for:

- Any items which it regards as part of the Contractor's overheads (for example; word-processing, secretarial time, cost of faxes and telephone charges);
- Any expenses not authorised in advance by the Customer's representative;
- Travelling time unless the Customer's representative has authorised in advance the payment of travelling time.

Key outputs and Deliverables and corresponding delivery dates

The Contractor is required to provide the following Deliverables by the following Deliverable dates:

No	Deliverables	Delivery Dates
1	Draft report	16 March 2018
2	Final report	29 March 2018

Any changes in Deliverable dates are to be agreed in advance between the Parties.

Invoicing and Payment

Payment will be due upon Acceptance by the Customer of the Deliverables in accordance with Clause 3 of the Call-Off Terms and the percentage payments specified below.

Key Deliverables	Percentage payment (%) of capped price
On acceptance of the draft report	60%
On acceptance of the final report	This payment shall be calculated by deducting the above payment from the total costs, which shall be determined in accordance with the pricing arrangements described above.

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 Contractor within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with the payment profile set out above and the provisions of this Contract.

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

Anthony Milanese – Project Manager (Customer)

T: +44 (0) 121 644 7668

E: anthony.milanese@ofwat.gsi.gov.uk

Variation to Contract

Any amendments to the Contract must be agreed in writing in accordance with the provisions of the Variation Form at Appendix 1 of the Call-Off Terms and Conditions.

Formation of Call-Off Contract

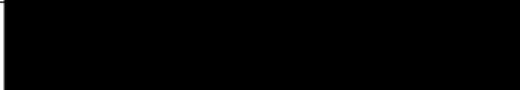
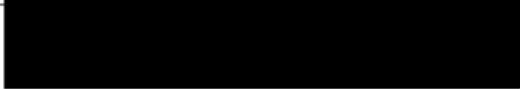
BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter into a legally binding contract with the Customer to provide to the Customer the Services specified in the Order Requirements set out in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Contractor and the Gas and Electricity Markets Authority effective from 1 September 2015.

OFFICIAL: COMMERCIAL - SENSITIVE

For and on behalf of the Customer:

Name	Aileen Armstrong
Position	Senior Director, Finance and Governance
Signature	
Date	March 2018

For and on behalf of the Contractor:

Name	
Position	
Signature	
Date	12 MARCH 2018

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.