

Purchase Order



PURCHASE ORDER NO: SER/0736

Date of Order: 27 February 2018

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

<p>FROM (Customer):</p> <p>Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>Customer's Representative: Michael Deakin</p> <p>T: +44 (0) 121 644 7749 M: +44 (0)7458 124 617 E: Michael.deakin@ofwat.gsi.gov.uk</p> <p>www.ofwat.org</p>	<p>TO (Contractor):</p> <p>Hydro-Logic Services (International) Limited 18 - 20 West End Road Mortimer Reading RG7 3F</p> 
<p>SERVICES TO BE DELIVERED TO:</p> <p>Not applicable</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>Any agreement arising from this Purchase Order shall be governed by the: Conditions of Contract for Professional Services including Consultancy Services (amended 26 February 2018) as attached at Appendix A; the Customer's Invitation to Tender dated 11 December 2017; the Contractor's Tender dated 4 January 2018 and email clarification questions dated 12 - 18 January 2018 on price, information security and financial information and any enhancements thereto and provisions expressly listed herein.</p>	

Description of Services requirement:

Call Off Trade Effluent Advice (PROC.01.0585) (Contractor 1)

To build resilience, Contractor 1, will be the primary Contractor, out of two call off Contracts. This is largely to mitigate against suitable resources not being available or in case there are any actual or potential conflicts of interest that cannot be resolved.

The objective is to ensure that Ofwat has call off Services in place, which will provide the expertise and technical support needed in order to fulfil its statutory functions in respect of deciding trade effluent appeals. This will most likely take the form of the Contractor producing written reports which may include:

- a. technical grounds and justification for trade effluent consent conditions in dispute;
- b. recommendations as to whether trade effluent consent conditions are reasonable; and
- c. if appropriate, recommended new trade effluent consent conditions.

Any timescales for Deliverables will be case specific. The Customer will typically require a report to be provided first followed by any potential review of draft decision responses.

The Customer may also require ad-hoc written and telephone advice on an informal basis on individual appeals.

The Customer has a duty to consider trade effluent appeals. These vary from appeals against decisions to reject trade effluent consent applications through to appeals against variations to existing trade effluent consents.

The consent conditions which may be appealed against could include, amongst other conditions:

- Daily volume (measured in m³/day); or
- Daily Chemical Oxygen Demand (COD) load (measured in kg/day).

The Customer typically looks to appoint expertise to provide analysis on the rationale for conditions included in trade effluent consents. This will include studying the technical justifications, as well as suggesting alternative solutions for the parties and recommendations.

If the Customer fails to make a decision, or makes a poor decision, there will be a negative impact on the Customer's reputation and the Customer may be legally challenged by either party in the dispute.

A full description of the Services required is set out in the Customer's Invitation to Tender.

Term

The Term of the Contract will be for three (3) years. The Commencement Date shall be 2 March 2018 and expiry date shall be 1 March 2021.

Charges

Daily charge rates for each of the Key Personnel grades applicable to the requirement are below:

Key Personnel Name	Key Personnel Role	Day rates (£) for 8 hr day
[Redacted Content]		

Charges will remain fixed for the duration of the Contract Term.

Daily charge rates will be all inclusive with the sole exceptions of:

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

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 mark-up on disbursements; or
- Travelling time unless the Contract Manager has authorised in advance the payment of travelling time.

Travel and accommodation expenses will be paid, where applicable, in accordance with prevailing Customer rates (i.e. those in force at the time of incurring such expenditure). The current Customer rates are detailed in Appendix B. The Customer will notify Contractors of any amendments thereto from time to time.

Invoices for payment will be in accordance with the provisions of Clause 4 of the Conditions of Contract for Professional Services including Consultancy Services.

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

Key tasks and Deliverables

The Customer anticipates that the key Deliverable(s) for each specific requirement (**Work Package**) will be written report(s) to the Customer, within a timescale set by the Customer, of the Contractor's findings on individual cases. Although on occasion the Customer may require other key Deliverables which will be defined in each Work Package. The Customer will require an electronic copy of each report (interim and final, if applicable) and other key Deliverable(s).

The Contractor will also carry out any work necessary which may include:

- Assessing the views of both parties to an appeal and, if appropriate, requesting supplementary information.
- If appropriate, visiting the customer's site and the receiving sewage treatment works.
- Contacting the Environment Agency (**EA**) who may be involved with either parties' environmental obligations to establish how these may affect or be affected by the conditions.
- To provide written reports (interim and final) of the findings, to explain:
 - Whether there is a technical justification for each type of trade effluent consent condition; and
 - Whether there are technical grounds for decreasing/increasing each type of trade effluent consent condition, and if so to what level.

The Contractor will be required to produce interim and draft reports by an agreed date. The Contractor should factor in sufficient resource to meet the production of multiple iterations of the reports following the Customer's feedback if necessary. The Customer will comment on the reports by agreed dates.

- If appropriate, providing Ofwat with a recommendation for new trade effluent consent conditions for the business customer at the site in question.
- Follow-up work assisting Ofwat in considering responses to any potential draft decision, to involve reading and reviewing responses before making recommendations on how to take these on board.

The above list is not exhaustive. The tasks associated with a particular appeal will be specific to that appeal.

Call off of Services

The Contract will establish a process whereby the Customer can call off the Services if and when required at agreed daily charge rates. Typically the Customer's Project Manager will select and contact a single Contractor to check whether they have the available resources for the case and to discuss with them the specific requirement, Work Package. For the avoidance of doubt, a Contractor may decline to submit a quotation for a specific case, if it does not have suitable resources available or it is aware of any actual or potential conflicts of interest that cannot be resolved. A conflicts of interest check will be undertaken for each Work Package.

If the Contractor indicates that it is able to provide the Services, the Customer shall submit to the Contractor a written paper setting out its requirements (**Requirements Paper**). The Requirements Paper will set out full details of the Work Package including the Deliverables, corresponding delivery dates and payment profile.

Following the receipt of the Requirements Paper, the Contractor shall, within the time period specified by the Customer, either submit to the Customer its written quotation for the Services for the Customer's consideration; or notify the Customer of its inability to provide the Services pursuant to the Requirements Paper. The quotation will specify the Key Personnel, associated daily charge rates and anticipated time inputs.

The Contractor will be required to produce a timetable at the start of each Work Package and notify the named contact in Ofwat if there are any proposed changes to this. In addition, the Customer may require copies of any written communications between the Contractor and the parties to the case.

Depending on the nature of the case, the Customer will call off the Services from whichever appointed Contractor provides the most economically advantageous offer based on the award criteria used at the time

the Contract was established, provided there are no conflicts of interest. These include capability, track record, qualifications/experience of Key Personnel and daily charge rates.

Invoicing and Work Packages

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) 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 B. 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 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.

The Contractor must provide a quotation and breakdown of resource for each Work Package. The quotation will be the capped price payable by the Customer for each Work Package 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 Customer's approval to commence work on each Work Package. Where the resource costs incurred by the Contractor in performing the Services falls below the quotation, the Contractor shall invoice the Customer for the actual value of the Services provided according to the charging structure described in the Contract.

Invoices for payment will be due upon acceptance by the Customer of the Deliverable(s) associated with each Work Package, in accordance with the provisions of Clause 4 of the Conditions of Contract for the provision of Consultancy Services.

The quotation(s) will exclude the provision of any 'ad-hoc' advice. Any ad-hoc advice provided will be invoiced monthly in arrears for days used/expenses incurred during the preceding month.

Contract management

Michael Deakin - Project Manager (Customer)

[REDACTED]

[REDACTED]

[REDACTED]

BY SIGNING AND RETURNING THIS AGREEMENT THE CONTRACTOR 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 Conditions of Contract for Professional Services including Consultancy Services and the Purchase 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 Contractor 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 Contractor:

Name	[REDACTED]
Position	[REDACTED]
Signature	[REDACTED]
Date	05/03/18

For and on behalf of the Customer:

Name	E KELSO
Position	S.D. CUSTOMERS + CASEWORK
Signature	[REDACTED]
Date	10/3/18

Appendix B

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. Receipts must be submitted.

