

ORDER

ORDER NO: **SER/0668**

Date of Order: 23 February 2017

(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: Robert Thorp</p> <p>T: +44 (0) 121 644 7500 DDI: +44 (0) 121 644 7543 E: robert.thorp@ofwat.gsi.gov.uk</p>	<p>TO (Contractor):</p> <p>KPMG LLP 15 Canada Square Canary Wharf London E14 5GL</p> <p>Contractor's representative: </p> <p></p>
<p>SERVICES TO BE DELIVERED TO:</p> <p>Where necessary, as above and/or Ofwat London Office</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 Contract arising from this Order 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 KPMG LLP effective from 1 September 2015; the Customer's Invitation to provide a Proposal, dated 3 February 2017 and clarification paper dated 8 February 2017, the Contractor's Proposal dated 17 February 2017 and any enhancements thereto and provisions expressly listed herein.</p>	
<p>Description of Services Requirement:</p> <p>Independent review of financial model (PROC.01.0551)</p> <p>Service Category</p> <p>Pan-Regulators' Framework for Economic, Financial & Related Consultancy Services. Sub Lot: 4J Financial Modelling (UK & International)</p>	

Contract Period

The Commencement Date shall be 28 February 2017.

The expiry date is 31 March 2017; unless extended or terminated earlier in accordance with the Contract.

Charges per Working Day

The table below provides the charges per Hourly Rate for the Key Personnel involved in the performance of the Services.

Framework Grade	Maximum Rate for the Framework	Charges per Day rate* (£)
Director / Partner	£3,800	£1,300
Principal Consultant	£3,200	£1,100
Senior Consultant	£3,000	£1,050
Consultant	£2,330	£800
Junior Consultant	£1,650	£600

Contract Price

The Capped price for the project **£40,000**. A break-down of the Contract Price is set out in Appendix A.

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 Customer and the Contractor. 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 the project.

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 Order Form.

The Deliverables which satisfactorily address any points raised by the Customer and their acceptance by the Customer will signify successful completion of that element of project.

This cost 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 project will be reimbursed on acceptance of copies of receipts and where appropriate a mileage log. Any Travel and Subsistence must be in accordance with the travel and accommodation rates as attached at Appendix B (rates are subject to changes, the Customer will advise the Contractor of any changes. Changes become applicable 30 days after the Contractor is advised of such changes.

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 project manager;
- Travelling time unless the Customer's project manager has authorised in advance the payment of travelling time.

Invoicing and Payment

Payment will be due upon Acceptance by the Customer of the Deliverables in accordance Clause 3 of the schedule 5 Call off terms.

All invoices shall contain the following information:

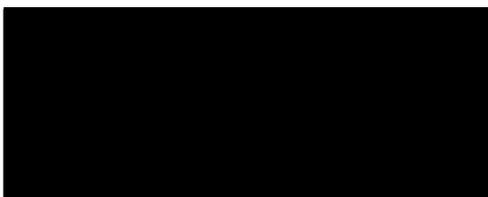
- the Order number (as stated above);
- a summary of the Services; and
- the line value; total value excluding Value Added Tax (VAT), the VAT percentage and total value including VAT.

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.

Contractor's Personnel

Key Personnel



Other personnel



The Contractor will use an unnamed Consultant and Junior consultant in the delivery of the Services.

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 Schedule 5 - 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.

The Contractor acknowledge all information with be managed in accordance with Part 2 - Call-Off Terms, Clause 5.8 - Freedom of Information.

The Parties hereby acknowledge and agree that they have read the Order Form and by signing below agree to be bound by this Contract.

For and on behalf of the Contractor:

Name	
Position	
Signature	
Date	14/03/12

For and on behalf of the Customer:

Name	Robert Thorp	
Position	Principal and Project Manager	
Signature		
Date	7 March 2017	

Appendix A – Independent review of financial model

Break-down of the Contract Price

Key Personnel	Framework grade			
			2	
			5	
			5	
			13	
Total Capped Price £			45	£40,000

* These day rates are applicable to this Contract Only

Appendix B – Ofwat’s Travel and Accommodation 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.