

ORDER

ORDER NO: SER/0700

Date of Order: 17 August 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: Rupert Crilly</p> <p>T: 0121 644 7513 E: rupert.crilly@ofwat.gsi.gov.uk</p>	<p>TO (Contractor):</p> <p>KPMG LLP 15 Canada Square Canary Wharf London E14 5G United Kingdom</p> <p>Contractor's representative: [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>SERVICES TO BE DELIVERED TO:</p> <p>Rupert Crilly Ofwat London Office, Bloomsbury House, 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>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, and KPMG LLP with effect from 1 September 2015; the Customer's Invitation to Tender (ITT) for PR19 –Direct Procurement for Customers – Technical ref PROC.01.0544, issued on the mytenders website on 25 July 2017, the Contractor's Proposal dated 8 August 2017; and any enhancements thereto and provisions expressly listed herein.</p>	

Description of Services Requirement:

PR19 –Direct Procurement for Customers – Technical (PROC.01.0544)

Service Category

Pan-Regulators' Framework for Economic, Financial & Related Consultancy Services. Sub Lot 3D: Economic Appraisal

Contract Period

The Commencement Date shall be 21 August 2017.

The expiry date is 12 December 2017; unless extended or terminated earlier in accordance with the Contract.

Charges

The Capped Price for the project is **£45,720.00**, being the maximum amount payable to the Contractor for completion of the project, the Capped Price 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.

The scope of services is as described in the Invitation to Tender Document and the Tender submission by the Contractor dated 08 August 2017.

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 charge rates described in the Order Form.

The Services/deliverables which satisfactorily address any points raised by the Customer and their acceptance by the Customer will signify successful completion of this element of project.

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

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

The Project Team Daily Charge Rates

	Grade	Rate (€)
AA		
AA		
AA		

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

Key Deliverables

- 1) Producing and presenting an initial draft of each of the work areas to Ofwat staff in October.
- 2) The provision of a slide pack for Ofwat staff to present draft findings at the Ofwat board meeting in October.
- 3) Producing a final draft report of the technical criteria and principals, risk (and opportunities) assessment and guidance, and text (by 10 November) for Ofwat to incorporate into its final PR19 methodology in December.

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 and the percentage payments specified below.

Deliverables/Milestones	Percentage payment of Capped price
On acceptance of the first draft materials	30%
On acceptance of the final materials and post-project feedback and lessons learned	70%

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 Key Personnel

[Redacted Contractor's Key Personnel information]

[Redacted] 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 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 and referred to 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 effective from 1 September 2015.

The Parties hereby acknowledge and agree that they have read the Order Form and Conditions of Contract for Professional Service including Consultancy and by signing below agree to be bound by this Contract.

For and on behalf of the Contractor:

Name	[Redacted]
Position	[Redacted]
Signature	[Redacted]
Date	22/08/17.

OFFICIAL: COMMERCIAL - SENSITIVE

For and on behalf of the Customer:

Name	ADAM COOPER
Position	DIRECTOR
Signature	[REDACTED]
Date	29-8-17

Appendix A - Travel and Subsistence 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.