

ORDER

ORDER NO: SER/ 0740

Date of Order: 26 January 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: Elly Watson</p> <p>E: elly.watson@ofwat.gsi.gov.uk Tel: 0121 644 7719 Mob: 07458 127370</p>	<p>TO (Contractor):</p> <p>Europe Economics Chancery House 53-64 Chancery House London WC2A 1QU</p> <p>Contractor's Representative [REDACTED]</p> <p>[REDACTED]</p>
<p>SERVICES TO BE DELIVERED TO:</p> <p>Elly Watson 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 (Schedule 5) as set out in the framework agreement for the Pan Regulator's Framework for Economic, Financial and Related Consultancy Services, and Europe Economics with effect from 1 September 2015; the Customer's Invitation to Tender (ITT) for Interim Econometrician Support on Cost Assessment (ref: PROC.01.0594), issued on the mytenders website on 15 January 2018 and your bid for the work dated 17 January 2018.</p>	

Title of Services Requirement:

Interim Econometrician Support on Cost Assessment (ref: PROC.01.0594),

Service Category

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

Contract Period

The Commencement Date shall be 29 January 2018

The expiry date is 29 March 2018 unless extended or terminated earlier in accordance with the Contract.

Charges

The Capped Price for the project, is £23,100, 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 initiated by the Contractor, 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 17 January 2018.

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.

Travel Rates shall be paid with the agreement of the Customer's Representative and in accordance with Appendix A.

Daily Charge Rates

[REDACTED]

The Customer will not pay for:

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

Key Responsibility and Outputs

The key output is the development of robust models and analytical approaches to assess cost efficiency in residential retail. The successful candidate may also be asked to provide econometric support on other areas of cost assessment.

We require one econometrician experienced in cost modelling and preferably with knowledge of retail functions in utility sectors. The successful candidate will provide econometric modelling support, data analysis, advice and assurance to assist us in the development of econometric models to assess residential retail costs.

The successful candidate will be required to work closely with the cost assessment team. The candidate will need to work collaboratively in a multi-disciplinary environment, with colleagues across the cost assessment team.

Invoicing and Payment

Payment will be due upon acceptance by the Customer of the service delivered for each month and in accordance with Clause 3 of the schedule 5 Call off terms for the Pan-Regulators' Framework for Economic, Financial & Related Consultancy Services.

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]

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 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 Schedule 5, Call-Off Terms and Conditions set out in the Framework Agreement for the Pan Regulator's Framework for Economic, Financial and Related Consultancy Services, and Europe Economics entered into by the Contractor effective from 1 September 2015; the Customer's Invitation to Tender (ITT) for Interim Econometrician Support on Cost Assessment (ref: PROC.01.0594), issued on the mytenders website on 15 January 2018 and your bid for the work dated 17 January 2018.

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	[REDACTED]
Position	[REDACTED]
Signature	[REDACTED]
Date	26-1-2018

For and on behalf of the Customer:

Name	ELLY WATSON
Position	PRINCIPAL WATER 2020
Signature	[REDACTED]
Date	26/01/2018

Appendix A - Travel 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.

