



ORDER

ORDER NO: SER/ 0746 Date of Order: 21 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: Justine Dade</p> <p>E: justine.dade@ofwat.gsi.gov.uk Tel: 0121 644 7706</p>	<p>TO (Contractor):</p> <p>ICF Consulting Services Limited Watling House 33 Cannon Street London EC4M 5SB</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>SERVICES TO BE DELIVERED TO:</p> <p>Justine Dade 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 contents of this Order (including Appendices A & B) the Customer's Invitation to Tender (ITT) for Expert Advice on Assessing Customer Valuations (ref: PROC.01.0602), issued on the mytenders website on 31 January 2018 , the ICF Consulting Services Limited bid titled "Expert advice on assessing customer valuations - ICF proposal to Ofwat" dated 14 February 2018 and Schedule 5 of the Pan Regulators Framework for Economic, Financial & Related Consultancy Services.</p>	



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.

Timetable and Work Plan

The Deliverables for this contract are specified in detail in the tender for this work (Figure 3.4) with the task headings below:

1. Inception & Scoping
2. Research & Analysis
3. Reporting & Workshop

Invoicing and Payment

Payment against Deliverables/Milestones is specified below:

Deliverables/Milestones	Percentage payment of fixed price
On acceptance of the Inception report (Task 1.5)	30%
On acceptance of the draft report (Task 3.1)	40%
On completion of the final report and workshop given to Ofwat staff (Tasks 3.2 & 3.4)	30%

OFFICIAL: COMMERCIAL - SENSITIVE

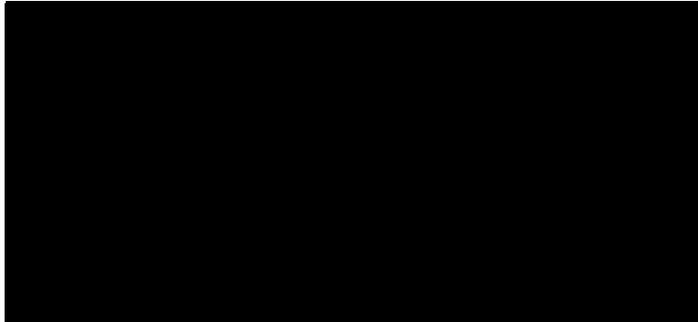
All invoices shall contain the following information:

- 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



Tender Clarifications

Tender clarifications relevant to this Order including Ofwat answers are specified in Appendix B and where relevant shall apply to the Contract.

Variation to Contract

Any amendments to the Contract must be agreed by both parties and be in writing.

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 the contents of this Order (including Appendices A & B) the Customer's Invitation to Tender (ITT) for Expert Advice on Assessing Customer Valuations (ref: PROC.01.0602), issued on the mytenders website on 31 January 2018, the ICF Consulting Services Limited bid titled "Expert advice on assessing customer valuations - ICF proposal to Ofwat" dated 14 February 2018 and Schedule 5 of the Pan Regulators Framework for Economic, Financial & Related Consultancy Services.

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

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For and on behalf of the Contractor:

Name	[REDACTED]
Position	[REDACTED]
Signature	[REDACTED]
Date	22/02/2018

For and on behalf of the Customer:

Name	JUSTINE DADE
Position	PROJECT MANAGER
Signature	[REDACTED]
	[REDACTED] 018

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.

Appendix B – Tender Clarifications

Can Ofwat please confirm how many face-to-face meetings bidders should budget for (and whether these will be held in London or Birmingham)?

We require the training workshop to be delivered in person in Birmingham. It might be beneficial to meet face-to-face to present initial findings at the draft report stage and this could be done in our London office. We would expect most other meetings could be held by teleconference

Given the short timescales of the study, is Ofwat open to consolidating the deliverables proposed in the ITT (interim, draft and final) into fewer deliverables (i.e. draft and final reports)?

Bidders can propose different or fewer deliverables given the short timescales involved. However, it would be useful if we did not have an interim report that we were provided with the intended structure of the report and what it will cover in some detail.

The ITT makes reference to the supplier providing Ofwat with "relevant interview notes". Can Ofwat clarify whether it envisages specific interviews (number; organisations) under this contract? Can Ofwat further confirm that interview notes can be anonymised before being sent to Ofwat?

We do not necessarily envisage specific interviews taking place. But if this does form part of the bidder's approach, then anonymised summary interview notes should be provided

The ITT makes reference to the supplier providing Ofwat with "training material" for the workshop. Can Ofwat confirm what it specifically requires in that regard (i.e. is it some form of summary output from the project which could be used by Ofwat staff as a reference guide prior to or during its assessment of company business plans)?

We would anticipate that the training material should cover the types of different customer valuations, how they are used, the difficulties, limitations and assumptions of the techniques that can give rise to issues and potential inaccuracies. It would also be helpful to highlight what "good" and "bad" looks like for customer valuation techniques. We are not specifying the form of training materials – this could be in the form of a written guide, PowerPoint slides etc.

In relation to the workshop, can Ofwat please confirm whether bidders should only include the costs of attending and presenting at the workshop (i.e. will Ofwat be responsible for all other aspects of the workshop, including arranging the venue, catering, invitations, print-outs and a note of the workshop as necessary)?

Ofwat will provide the venue, invitations, catering, printouts etc. However, if a note is required, we would expect the bidders to write this.

Can Ofwat confirm whether the study outputs should provide recommendations for what the specific IAP tests should be (without developing the actual tests, per se)?

We do not anticipate the project providing recommendations on specific IAP tests, which are for Ofwat to design. The purpose of the project is to provide expert advice to inform our development of the initial assessment plan (IAP) tests that involve assessing companies' evidence on customer valuations.

