



Order

ORDER NO: SER/0688

DATE OF ORDER: 28 June 2017

(to be quoted on all invoices and correspondence relating to this Order)

<p>FROM: (name and address of Customer)</p> <p>Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>Project Manager: Stephen Beddoes</p> <p>Stephen.Beddoes@ofwat.gsi.gov.uk Tel: +44 (0)121 644 7759 www.ofwat.gsi.gov.uk</p>	<p>TO: (name and address of Supplier)</p> <p>Opinion Research Services The Strand Swansea SA1 1AF</p> <p>Supplier's Representative: [REDACTED]</p> <p>[REDACTED]</p> <p>Tel: +44 (0)1792 535300 www.ors.org.uk</p>
<p>DELIVERY ADDRESS</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 (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p>
<p>Any Agreement arising from this Order shall be governed by the UK Shared Business Services Ltd (SBS) Market Research Framework Terms and Conditions (Lot 4: Performance/Reputation Audit and Customer/Stakeholder Satisfaction) (RM1086) – Annex 12 – S3 Precedent Framework Agreement for the provision of market research services except travel and subsistence rates therein; the Customer's Invitation to Tender dated 26 May 2017 and clarification paper (attached at Appendix A); the Supplier's tender dated 12 June 2017 (Option A) and clarification emails dated 19 and 23 June 2017, 11 July 2017 and 21 August 2017 covering day/role rates, invoicing schedule, mileage, revised pricing, alternative and added value approaches, completed telephone interview numbers and estimated average length of telephone interview duration; and any enhancements thereto and provisions expressly listed herein.</p>	

Project: Non-Household Customer Insight Survey (PROC.01.0557)

Programme: Market Outcomes and Enforcement (MOE)

Contract Term

The Commencement Date shall be 29 June 2017 and expiry date shall be 31 March 2018.

Charges

Charges per Working Day

The table below provides the Charges per Working Day for each role of staff involved in the performance of the Services.

Framework Role	ORS' Rate*	UK SBS Rate*
Account Director	[REDACTED]	[REDACTED]
Project Manager		
Assistant Director		
Research Executive / Senior Research Executive		
Fieldwork / Operational roles not included		
Research Manager		
Analysts / Statistician		
Fieldwork / Operational roles not included	[REDACTED]	n/a
* A Working Day is based on 8 hours ** Call Centre Interviews only work 5.5 hour shifts		

Project Charges

The capped price (for both waves, 1 and 2, the Customer expects the Supplier to achieve a minimum of 1750 completed interviews of an estimated average length of 10 minutes in duration with a representative sample of eligible business retail customers in England and Wales) for the project is **£79,053.75** excluding VAT with the sole exceptions of:

- Disbursement for travel and subsistence expenses;

- Value Added Tax.

The pricing table in Appendix B details the breakdown and is the capped price payable by the Customer for the project and will only be exceeded by agreement between the Customer and the Supplier. 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 Customer will not pay for:

- Any items not included in your offer that have not been agreed;
- Any expenses not authorised in advance by the Project Manager;
- Travelling time unless in accordance with the rates included in this Order.

Included in the price is the longitudinal approach, i.e. re-balancing the quantitative sample by including interviewing some organisations from Non-Household Customer Research into Retail Competition Awareness survey (January 2017).

If required, the Customer may request a quote for the take up of the optional extra of in-depth qualitative interviews from the Supplier during the Term of the Contract. The optional extra work will be charged at the same Charges per Working Day as for wave 1 and wave 2 work.

In addition to the Charges above, the Supplier shall be entitled to be reimbursed by the Customer for reasonable travel and accommodation expenses properly and reasonably incurred for the attendance at meetings at central Birmingham (B5 4UJ) or central London (WC1B 3HF). Any travel and accommodation required in connection with the project will be reimbursed on acceptance of receipts and where appropriate a mileage log. Any travel and accommodation must be in accordance with the travel and accommodation rates as attached at Appendix C.

Any travel undertaken as a consequence of performance of the Contract must utilise the most cost effective means (taking into account the cost of travel, the cost of accommodation and savings in time) for the whole journey.

Deliverables

The Supplier will provide the key Deliverables in accordance with the following timescales:

(indicative only, for discussion via email)

Key Deliverables	Indicative Date
Agreed programme for the research	Within two weeks of contract commencement
Design of questionnaire	August 2017
Sampling approach	August 2017
First survey wave fieldwork	September 2017

Final report on first wave	September 2017
Second survey wave fieldwork	January 2018
Final report on second wave	February 2018

The Customer's Project Manager and Supplier's Project Manager will agree the precise dates for the second survey wave fieldwork and final report on second wave during the Term of the Contract.

Progress

The Supplier will discuss with the Project Manager any arrangements that define progress made on this project.

Invoice procedure and payment profile

Invoices for payment will be due upon acceptance by Ofwat of the Deliverables/outputs in accordance with the following Payment Profile. Where Ofwat raises points on draft Deliverables/outputs submitted for acceptance, the Supplier will address these points before resubmitting the Deliverables for final acceptance.

Where the resource costs actually incurred by the Supplier in performing the Services fall below those given in the quotation, the Supplier shall invoice Ofwat for the actual value of the Services provided.

The payment profile for the project shall be as follows:

Acceptance of key Deliverables/outputs	Percentage payment (%) of capped price
On acceptance of the agreed questionnaire and sampling approach	20%
On acceptance of the final report after wave 1	40%
On acceptance of the final report after wave 2	40%

Invoicing and payment terms will be in accordance with Clause B4-10 of the UK SBS Market Research Framework Terms and Conditions. Payment will be made electronically via Banks Automated Clearing Services (BACS).

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 Supplier 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 Supplier's terms and conditions, nor can reference be made to the Supplier's terms and conditions. Invoices with the Supplier's terms and conditions printed on them or referred to therein will not be accepted by the Customer.

Contract Management

The Customer's Project Manager will be:
Stephen Beddoes – Principal (MOE)
Telephone no: +44 (0)121 644 7759
Email address: stephen.beddoes@ofwat.gsi.gov.uk

The Supplier's Project Manager shall be:
[REDACTED]
Telephone no: +44 (0)1792 535300
Email address: [REDACTED]

Supplier's Core Team Personnel

[REDACTED]

Variations

Any variations to the Order must be agreed in writing in accordance with Clause C7-11 of the UK SBS Market Research Framework Terms and Conditions.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER 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 incorporating the rights and obligations in the UK SBS Market Research Framework Terms and Conditions.

Signed for and on behalf of CUSTOMER

Name: Alena Kozakova
Title: acting SRO for MOE
Signature: [REDACTED]
Date: 23/08/2017

Signed for and on behalf of SUPPLIER

Name:

Title:

Signature:

Date:

24/8/17

Appendix A

Clarification Paper – Written Questions and Answers to the ITT Document

No.	Submitted	Question	Answer	Answered
1	31/05/2017 08:24	<p>We would be grateful if you would answer the following queries for us: a) Please can you confirm that you wish to survey businesses that operate in all of the water company areas across England and Wales? Please can you confirm this would be for water and sewerage companies only (or water only companies as well)? b) Also, we notice from the Ofwat 2016 report, that because not all businesses, charities and public sector organisations are eligible to switch water and/or wastewater retail services supplier, that only 53% of those contacted from a random population could take part. The report says that this is because many organisations do not operate from a business premises, pay business rates, and use a household water supply (i.e. those who run a business from their own home will not be eligible); or those with no fixed place of work, plus some organisations that rent their business premises will do so with the utility services provided by the landlord, so they are not responsible for who supplies their water and/or wastewater retail services (along with other utilities) and are not therefore able to choose their supplier. Please can you confirm that your expectation is that only around 50-55% of businesses across England and Wales will be eligible to switch and therefore take part in this study. Many thanks</p>	<p>a) Yes, we want to survey businesses across all water company areas. We want to include customers of all companies where feasible, although we are keen to work with the successful Supplier on the best approach to take. b) Yes, it is correct that we only want to include eligible customers (i.e. those who currently have a water retailer.) Not all businesses fall into this category.</p>	31/05/2017 09:24
2	05/06/2017 14:29	<p>The brief mentions that nearly 20,000 switches have taken place. Will contact details for 'switchers' be made available to the successful agency? If so, do you know what level of detail will be available in the customer records? (E.g. Contact name, telephone number, sector, company size, water usage). Many thanks for your help.</p>	<p>It is not clear that we would be able to provide the contact details of the switchers as this may raise some data protection and other issues. Therefore, in terms of the provision of customer data, we would like the supplier to provide 2 quotes on the following scenarios: Scenario 1: where customer data can be provided by Ofwat or another body. Scenario 2: where data is sourced by the successful supplier (it may be that no data is provided by Ofwat). In the case of Scenario 2, we would be open to conversation with the successful supplier to gather data needed to take forward the survey.</p>	08/06/2017 13:22

Appendix B - Pricing

Personnel		Day rates (£) for 8 hr day	Number of days	Total price (£) excl VAT
Proposed Personnel				
Name	Role			
Total				£79,053.75

Appendix C

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.

