

ORDER

ORDER NO: SER/ 0738

Date of Order: 22 January 2018

(To be quoted on all correspondence relating to this Order)

FROM (Customer): Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA Customer's representative: Margareta Serfozo-Matharu Tel: 0121 644 7567 Mobile: 0759 509 1415 E: margareta.serfozo.matharu@ofwat.gsi.gov.uk	TO (Contractor): Cambridge Economic Policy Associates Queens House, 55-56 Lincoln's Inn Fields London WC2A 3LJ <div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 5px;"></div>
SERVICES TO BE DELIVERED TO: Margareta Serfozo-Matharu Ofwat London Office, Bloomsbury House, 21 Bloomsbury Street, London, WC1B 3HF.	INVOICE ADDRESS: finance@ofwat.gsi.gov.uk or Finance Team Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B4 5UA
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 Cambridge Economic Policy Associates with effect from 1 September 2015; the Customer's Invitation to Tender (ITT) for Ofwat Residential Customer Segmentation Project -Phase 1 (ref: PROC.01.0588), issued on the mytenders website on 18 December 2017, your bid for the work dated 11 January 2018 and the clarification email (18 January 2018) in terms of the zero fee applicable to Eric Groom.	

Description of Services Requirement:

Ofwat Residential Customer Segmentation Project –Phase 1 (ref: PROC.01.0588),

Service Category

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

Contract Period

The Commencement Date shall be 29 January 2018

The expiry date is 30 March 2018 unless extended or terminated earlier in accordance with the Contract.

Charges

The Capped Price for the project, is £49,480 , 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 11 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.

The Project Team Daily Charge Rates

Member	Grade	Framework Day Rate (£)	Discounted Day Rate (£)	Number of Days	Total Cost (£)
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TOTAL

49,480

*Confirmed in clarification response from Ian Alexander (18/1/2018)

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

Key Deliverables

Key Deliverables are as specified in the Invitation to Tender for Ofwat Residential Customer Segmentation Project –Phase 1 with the following headings:

Task 1 – Desktop research, literature review and analysis

Task 2 – Dataset review

Task 3 –To propose a final segmentation approach to Ofwat

Key Milestones

A draft version of each key deliverable should be sent to Ofwat's project manager at least 5 working days ahead of submitting the final version. Key milestones and task management will be agreed with the Ofwat project manager

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.

Key Deliverables	Percentage payment (%) of capped price
On acceptance of Deliverables in relation to task 1	20%
On acceptance of Deliverables in relation to task 2	20%
On acceptance of the Deliverables in relation to task 3	This payment shall be calculated by deducting the above payment from the total costs, which shall be determined in

	accordance with the pricing arrangements described above.
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All invoices shall contain the following information:

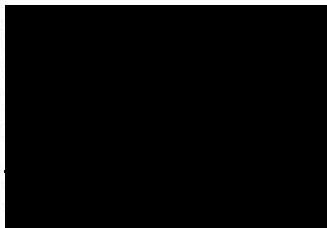
- the Order number (as stated above);
- a summary of the Services; and
- the line value; total value excluding Value Added Tax (VAT), the VAT percentage and total value including VAT.

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

Core Team



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 Cambridge Economic Policy Associates entered into by the Contractor effective from 1 September 2015; the Customer's Invitation to Tender (ITT) for 'Ofwat Residential Customer Segmentation Project –Phase 1 (ref: PROC.01.0588), issued on the mytenders website on 18 December 2017' your bid for the work dated 11 January 2018 and the clarification email (18 January 2018) in terms of the zero fee applicable to Eric Groom. .


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

OFFICIAL: COMMERCIAL - SENSITIVE

For and on behalf of the Contractor:

Name	
Position	
Signature	
Date	

For and on behalf of the Customer:

Name	John Russell
Position	Senior Director, Strategy and Planning
Signature	
Date	30/1/18

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.