

ORDER

ORDER NO: SER/ 0743

Date of Order: 9 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: Tom Handysides</p> <p>E: thomas.handysides@ofwat.gsi.gov.uk Tel: 0121 644 7768</p> | <p>TO (Contractor):</p> <p>Artesia Consulting Ltd Unit 2 Badminton Court, Yate, Station Road, Bristol, BS37 5HZ.</p> <p>Contractor's Representative: [REDACTED]</p> <p>[REDACTED]</p> |
| <p>SERVICES TO BE DELIVERED TO:</p> <p>Tom Handysides 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; the Customer's Invitation to Tender (ITT) for The Long Term Potential for Demand Management In Water (ref: PROC.01.0598), issued on the mytenders website on 23 January 2018 and your bid for the work dated 2 February 2018.</p> | |

Title of Services Requirement:

Long Term Potential for Demand Management In Water (ref: PROC.01.0598),

Contract Period

The Commencement Date shall be 14 February 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 £ £49,325, 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 2 February 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.

Charge Rates

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|--------|--|--|--|--|--|--|--|
| | | | | | | | |
| TASK 1 | | | | | | | |

| | | | | | | |
|---------------------|--|--|--|--|--|----------------|
| | | | | | | |
| Total fee estimates | | | | | | £49,325 |

The work will be carried out in the period 14 February 2018 -29 March 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 representative;
3. Travelling time unless the Customer's representative has authorised in advance the payment of travelling time.

Key Deliverables

There will be two deliverables for this contract.

The first output will be a publishable report (target 20-30 pages plus appendices as appropriate), setting out the findings written in plain English for a wide audience. The target audience will include water companies, government departments, parliamentary stakeholders, charities, trade associations, trade press and wider media commentators.

As well as setting out the quantitative and qualitative evidence in the report, we will also expect the contractor to provide an Excel workbook containing the data tables used in the study, plus appropriate charts and graphs.

The second output will be for the lead author, and other team members as appropriate, to present the findings of the exercise to an internal seminar for Ofwat staff (1-2 hours). We may invite representatives from other parts of the civil service, including but not limited to the Environment Agency, Defra and the National Infrastructure Commission.

Invoicing and Payment

There will be two payment periods, unless agreed otherwise by the parties:

1. Payment will be due, and paid within 30 days) for the value of work carried out up to and including 28 February 2018 ;

And

2. The balance of the contract value up to and including 29 March 2018, paid within 30 days of this date.

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



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 the Customer's Invitation to Tender (ITT) for the Long Term Potential for Demand Management In Water (ref: PROC.01.0598), issued on the mytenders website on 23 January 2018 and your bid for the work dated 2 February 2018 and this Order form with any amendments to these documents therein.

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 | 09/02/2018 |

For and on behalf of the Customer:

| | |
|-----------|-------------------------------------|
| Name | JOHN RUSSELL |
| Position | SENIOR DIRECTOR STRATEGY & PLANNING |
| Signature | [REDACTED] |
| Date | 12/2/18 |

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:

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|-------------------|------|
| 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.