

**ORDER**

ORDER NO: **SER/ 0754** Date of Order: **8 March 2018**

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

<p><b>FROM (Customer):</b></p> <p>Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>Customer's representative: Jacob Wood</p> <p>E: <a href="mailto:Jacob.wood@ofwat.gsi.gov.uk">Jacob.wood@ofwat.gsi.gov.uk</a> Tel: 0121 644 7539</p>	<p><b>TO (Contractor):</b></p> <p>Indepen Ltd, 4th Floor, 1 Fore Street, London, EC2Y 9DT</p> 
<p><b>SERVICES TO BE DELIVERED TO:</b></p> <p>Jacob Wood Ofwat London Office, Bloomsbury House, 21 Bloomsbury Street, London, WC1B 3HF.</p>	<p><b>INVOICE ADDRESS:</b></p> <p><a href="mailto:finance@ofwat.gsi.gov.uk">finance@ofwat.gsi.gov.uk</a></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 the Customer's Invitation to Tender (ITT) for Interim Regulatory Economics and Policy Advisor (ref: PROC.01.0605) issued on the mytenders website on 16 February 2018 , the Indepen Ltd bid dated 25 February 2018 and Schedule 5 of the Pan Regulators Framework for Economic, Financial &amp; Related Consultancy Services.</p>	

## Title of Services Requirement:

Interim Regulatory Economics and Policy Advisor (ref: PROC.01.0605),

## Contract Period

The Commencement Date shall be 12 March 2018

The expiry date is 31 May 2018 unless extended or terminated earlier in accordance with the Contract.

## Charges

The Capped Price for the project, is **£55,000**, 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 25 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 Rate



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 outputs and activities for this role are:

- Advising on what should be included in the red run to test the initial assessment of business plans process most effectively.
- Developing the thinking for, and drafting some parts of the red run material.
  - o This will include parts of the 2-3 complete, but mock up, business plans.
  - o It may also include a small number of additional scenarios relating to individual parts of business plans.
- Contributing to the red run review / lessons learnt exercise, including advising on how the process could be improved.

The candidate will work as part of an inter-disciplinary team of economists, engineers and accountants in Ofwat. The successful candidate will provide thought leadership and advice, but will not be required to fill a management role.

### **Invoicing and Payment**

Invoices shall be submitted for work carried out in the previous month.

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

**OFFICIAL: COMMERCIAL - SENSITIVE**

The Parties hereby acknowledge and agree that they have read the Order and by signing below agree to be bound by this Contract including the Order, the Customer's Invitation to Tender (ITT) for Interim Regulatory Economics and Policy Advisor (ref: PROC.01.0605) issued on the mytenders website on 16 February 2018 , the Indepen Ltd bid dated 25 February 2018 and Schedule 5 of the Pan Regulators Framework for Economic, Financial & Related Consultancy Services.

**For and on behalf of the Contractor:**

Name	[Redacted]
Position	[Redacted]
Signature	[Redacted]
Date	8/3/2018

**For and on behalf of the Customer:**

Name	David Black
Position	Senior Director
Signature	[Redacted]
Date	9/03/18

## 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.