

ORDER

ORDER NO: SER/0685

Date of Order: 7 June 2017

(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: Ynon Gablinger</p> <p>T: +44 (0) 121 644 7500 DDI: +44 (0) 0121 644 7654 E: Ynon.Gablinger@ofwat.gsi.gov.uk</p>	<p>TO (Contractor):</p> <p>LeighFisher 65 Chandos Place London WC2N 4HG</p> <p>Contractor's representative: Nigel Sanders</p> <p></p>
<p>SERVICES TO BE DELIVERED TO:</p> <p>Where necessary, as above and/or Ofwat London Office</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 Call-Off Terms and Conditions as set out in the Ofgem Framework Agreement for Economic, Financial and Related Consultancy Services, between the Gas and Electricity Markets Authority and LeighFisher Limited effective from 1 September 2015; the Customer's Invitation to provide a Proposal, dated 23 May 2017, the Contractor's Proposal dated 5 June 2017 and any enhancements thereto and provisions expressly listed herein.</p>	
<p>Service Category</p> <p>Pan-Regulators' Framework for Economic, Financial & Related Consultancy Services. Sub Lot: 3D Economic Appraisal</p> <p>Contract Period</p> <p>The Commencement Date shall be 8 June 2017.</p> <p>The expiry date is 31 December 2017; unless extended or terminated earlier in accordance with the Contract.</p> <p>Description of Services Requirement:</p>	

Cost Assessment and Modelling Support and Advice - Call-off Agreement (PROC.01.0543)

This Services Order seeks to aggregate smaller, typically low value work under a single Service Order reference in order to facilitate invoicing and payment for Services rendered, and the measurement and provision of management information. The scope of work cover technical advice to support the development of the draft PR19 methodology

The Contract governs the overall relationship of the Parties with respect to the provision of Services. It is not an exclusive arrangement for the provision of services and the Customer reserves the right to invite competing bids and/or place orders elsewhere for other, the same or complementing services during the Contract Period.

The Customer is entitled (but not required) at any time during the Contract Period to call-off Services from the Contractor in accordance with the arrangements set out below. The Contractor shall not provide (and shall not be entitled to charge for) any Services until such Services are ordered by the Customer in accordance with such procedure.

Call off of Services

Contract Services may be engaged by the Customer's Project Manager contacting the Contractor and quoting the Services Order number (SER/0685). Work may be given by letter, by email, by telephone or face to face. On receipt of a work from the Customer the Contractor will complete a "Confirmation of work" and will forward this to the Customer.

The Confirmation of Work shall be in a form and manner to be agreed by the Customer and the Contractor. The Contractor shall include in the Confirmation of Work Package at least the following information:

- Scope and deliverables/services;
- Delivery personnel;
- Timetable; and
- Time inputs and costs estimate.

The Confirmation of Work and this Order, together with the Schedule 5 Call off Terms for the provision of Economic, Financial and Related Consultancy Services will form the contractual basis on which the Services will be provided in relation to each work package.

The agreed cost estimate for each Confirmation of Work will be the capped price payable by the Customer for the Services under that Confirmation of Work and will only be exceeded by agreement between the Parties. 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 under the relevant Confirmation of Instructions. Where the resource costs incurred by the Contractor performing the Services falls below the quotation for each call-off, the Contractor shall invoice the Customer for the actual value of the Services according to the charging structure and daily charge rates described below.

The Deliverables which satisfactorily address any points raised by the Customer and their acceptance by the Customer will signify successful completion of the work.

Contract Cap and Charges per Working Day

The Customer's spend under this Services Order is restricted to maximum of £20,000 ("the Cap").

All costs are all inclusive with the sole exceptions of:

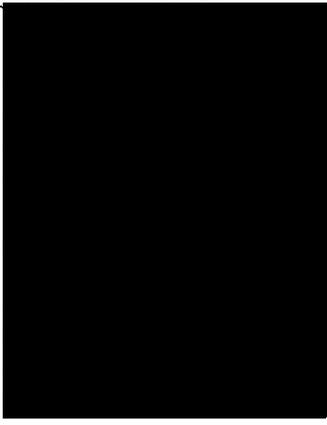
- Disbursement for travel and accommodation expenses;
- Value Added Tax.

The Customer will not pay for:

- Any items which it regards as part of the Supplier's overheads (for example; word-processing, secretarial time, cost of faxes and telephone charges);
- Any expenses not authorised in advance by the Customer's project manager;
- Travelling time unless the Customer's project manager has authorised in advance the payment of travelling time.

The table below provides the Charges per Working Day for the Key Personnel involved in the performance of the Services.

Name	Role / Pan-Regulator Framework Grade	(Pan-Regulator Framework Rate for reference only)	Proposed Daily Rate for this Commission including discounts	Proposed hourly Rate
[REDACTED]	Project Director / Director	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Project Manager / Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Unit Costing Expert / Managing Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Water Sector / Principal Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Water Sector / Senior Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Water Sector / Principal Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	ORR/Rail Sector / Managing Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Regulatory Accounting / Managing consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Cost Modelling / Principal Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Water Resource Planning / Principal Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Bio-Resources / Principal Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Carbon / Principal	[REDACTED]	[REDACTED]	[REDACTED]



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 Call Off 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 in the Order Requirements set out in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Contractor and the Gas and Electricity Markets Authority effective from 1 September 2015.

The Contractor acknowledge all information with be managed in accordance with Part 2 – Call-Off Terms, Clause 5.8 - Freedom of Information.

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	
Position	
Signature	
Date	8 June 2017

For and on behalf of the Customer:

Name	Ynon Gablinger
Position	Project Manager

Signature	Director 	
Date	8 June 2017	

Appendix A – Ofwat's Travel and Accommodation 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.

