



Letter of Appointment

ORDER NO: **SER/0635**

DATE OF ORDER: **25 November 2016**

(to be quoted on all invoices and correspondence relating to this Letter of Appointment)

| | |
|---|---|
| <p>FROM: (Customer)</p> <p>Karen du Plessis Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>karen.duplessis@ofwat.gsi.gov.uk Tel: +44 (0)121 644 7522 www.ofwat.gsi.gov.uk</p> | <p>TO: (Supplier)</p> <p> George & Dragon London LLP (Nelson Bostock Group Unlimited) Creston House 10 Great Pulteney Street London W1F 9NB</p> <p> www.nbgunlimited.com</p> |
| <p>DELIVERY ADDRESS</p> <p>Services to be rendered at Supplier's own premises</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> |

Any Contract arising from this Letter of Appointment shall be governed by the Call-Off Terms as set out in the Crown Commercial Services Creative and Delivery Services Framework; the Customer's Invitation to Quote dated 25 October 2016 and clarification paper (attached at Appendix A); the Supplier's quotation dated 3 November 2016 and revised pricing schedule (attached at Appendix B) dated 10 November 2016; and any enhancements thereto and provisions expressly listed herein.

Project: Call-Off Design and Creative Services (PROC.03.0124)

Framework agreement: Crown Commercial Services – Creative Solutions, Execution and Related Services (RM988)

Framework Lot: Lot 1 - The provision of Marketing Communications and Related Services

Call-Off agreement: Work commissioned under this Call-Off agreement is not expected to exceed £50,000 (excluding VAT and travel and accommodation) over the total Contract period including any extensions.

Commencement Date and Expiry Date: Contract Commencement Date will be 25 November 2016; and the Contract shall expire on 24 November 2017; unless extended or terminated earlier pursuant to this Contract.

Options for agreement extensions: The Customer may extend the agreement by a further one 12 month increments – maximum duration of agreement is 2 years.

Call-Off of Contract Services: Contract Services hereunder may be engaged by the contract manager or Customer's Representative contacting the Supplier and quoting the order number (SER/0635).

Instructions may be given by letter, by email or by telephone. On receipt of an instruction from the Customer the Supplier will complete a "Confirmation of Instructions" and will forward this to the Customer.

The Supplier shall include in the Confirmation of Instructions at least the following information:

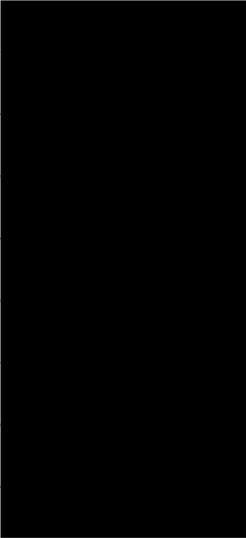
- Scope and Contract Services;
- Timetable;
- Delivery team; and
- Capped price.

Due to the ad-hoc nature of the Contract Services to be performed hereunder it is not possible to specify the Contract Services in this Letter of Appointment. Contract Services shall be as specified in the relevant Confirmation of Instructions.

The Confirmation of Instructions and this Letter of Appointment, together with the Call-Off Terms will form the contractual basis on which the Contract Services will be provided in relation to each instruction.

Contract Charges per working day :

The table below provides the Contract Charges per working day for the Supplier's Staff involved with the Contract:

| Function/Grades | Daily Rate (£) (8 Hour Day) | |
|----------------------------|---|--|
| CREATIVE | | |
| Creative Director |  | |
| Graphics/Production Design | | |
| Group Account Director | | |
| Account Manager | | |
| Account Executive | | |
| PLANNING | | |
| Planning Director | | |
| Strategic Planner | | |
| Analyst/researcher | | |

The Supplier's Contract Charges for the performance of the Call-Off Contract Services to the Customer shall be as calculated in accordance with the charging rates as specified in this Letter of Appointment.

The day rates are based on an 8 hour working day excluding lunch breaks and are exclusive of travel and related expenses to the base locations (Central Birmingham and Central London).

Hourly/day rates will be all inclusive with the sole exceptions of:

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

Thames Tideway Rulebook Contract Services

The initial Contract Services will be to deliver general design and creative services, infographics and layout for the Thames Tideway Rulebook for online publication as outlined in Appendix C.

Charges

The quotation for each phase (or sub-phase and/or work package) of the project will be the capped price payable by the Customer for that phase (or sub-phase and/or work package) 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 on each phase (or sub-phase and/or work package) of the project. Where the resource costs incurred by the Supplier in performing the Contract Services falls below the quotation for other Call-Off Contract Services as set out in Appendix B to this Letter of Appointment, or for subsequent quotations a variation form, the Supplier shall invoice the Customer for the actual value of the Contract Services provided according to the charging structure described above.

Invoice procedure and payment profile

Invoices for payment will be due upon acceptance by Ofwat of the Contract Services in accordance with the provisions of Clause 3 of the Call-Off Terms. Payment will be made electronically via Banks Automated Clearing Services (BACS).

Any travel and accommodation required in connection with travelling to attend meetings 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 D and as may be updated from time to time. 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.

Contract Management

The Customer's contract manager / Customer's Representative will be:
Karen du Plessis – Associate, Corporate Communications
Telephone no: +44 (0)121 644 7522
Email address: karen.duplessis@ofwat.gsi.gov.uk

The Supplier's contract manager shall be:
[REDACTED] – Lead Designer

The Key Personnel for the provision of the Contract Services hereunder shall be:

[REDACTED]

Variations

Any variations to the Letter of Appointment must be agreed in writing in accordance with Clause 2.2 and 27 of the Call-Off Terms and Conditions.

Signed for and on behalf of CUSTOMER

Name: Karen du Plessis

Title: Associate, Corporate Communications

Signature: 

Date: 30 November 2016

Signed for and on behalf of SUPPLIER

Name: 

Title: LEAD DESIGNER

Signature: 

Date: November 2016

Appendix A

Clarification – Written Questions and Answers to the ITQ Document

Date: 4 November 2016

Version: 1

Please submit any clarification questions via the portal by 4 November 2016.

Any further questions will be added to this clarification paper and the process will be managed by versions.

Questions that are considered by the Customer to have wider material value will be sent, together with the same response, to all suppliers. In this case the name and all references to the question's originator will be removed.

Questions and Answers and Clarification points

- Q1. Section B 3.1 - Refers to 'infographics' are these to be contained within the Rulebook or are they stand alone pieces? How many are there? Are approximately how long? This will enable us to provide as accurate quote as possible, alternatively we can submit a cost of an average length graphic.**
- A1. There will probably be no more than two or three infographics of no more than a page each in the document. They would be contained in the rulebook but we may also want to reuse them as standalone pieces on the website. Ofwat has an established set of ideograms that we will share to inform the look of the work.**
- Q2. Section C 5 - Is there a criteria for uploading of pdf portfolio and approach word documents to support the criterial and weighting chart of the evaluation process? Maximum file size? Or is this not required at this stage?**
- A2. It is fine to send a pdf portfolio and approach documents in support of the application. These should be no more than 10MB.**

- Q3. Software versions at Ofwat: To ensure compatibility between client and design group are you able to advise what creative software editions are being run? We use Adobe Creative Cloud 2016 which offers Indesign over Quark, Illustrator and Photoshop.**
- A3. We use QuarkXPress 2015 and Adobe Creative Suite 5.5 (InDesign, Illustrator and Photoshop), all on PC platform.**
- Q4. Prezi account: Does Ofwat have their own Prezi license, this is something we do not own at the present time.**
- A4. We do not currently have a Prezi licence but we are looking at getting one.**

Appendix C

Quotation for Thames Tideway Rulebook Contract Services

Overview:

- About 60 pages plus a cover.
- Text and formula heavy.
- Scope to use graphics including charts, diagrams and photographs. Ofwat has a small photo library of appropriate images and can allow some budget for specific images if required.
- The document will be published online and not printed.
- It will have a significant shelf-life and be referred to in years to come.

The table below sets out the Contract Services and delivery dates:

| Contract Services | Delivery Dates |
|--|---------------------------|
| <p>Brief 1: Thames Tideway Rulebook</p> <ul style="list-style-type: none"> • Ofwat to be able to amend the document in the future • Design page layouts based on the building blocks sections (p9-31) • Suggest ideas for photography to illustrate the document (either bespoke [REDACTED] or stock) • Suggest an approach to diagrams or infographics • Make suggestions for a cover <p>The Customer will finalise the brief</p> | <p>By 31 January 2017</p> |

Customer spend under this Letter of Appointment for the discrete first piece of work on Thames Tideway Rulebook is at a capped price of £9,425 exclusive of travel and accommodation expenses and VAT.

The revised quotation as set out in Appendix B is the capped price payable by the Customer for the Thames Tideway Rulebook project and will only be exceeded by agreement between the Customer and the Supplier.

The quotation for each phase (or sub-phase and/or work package) of the project will be the capped price payable by the Customer for that phase (or sub-phase and/or work package) 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 on each phase (or sub-phase and/or work package) of the project. Where the resource costs incurred by the Supplier in performing the Contract Services falls below the quotation for Thames Tideway Rulebook as set out in Appendix B to this Letter of Appointment, or for subsequent quotations a variation form, the Supplier shall invoice the Customer for the actual value of the Contract Services provided according to the charging structure described above.

Deliverables

Any variations to the Letter of Appointment must be agreed in writing in accordance with Clause 2.2 and 27 of the Call-Off Terms and Conditions.

The Customer and Contractor will engage regularly to progress the output to the required standard. Throughout this process the Customer will comment on the drafts of the Deliverables.

The table below sets out the Deliverables and payment profile:

| Deliverables | Delivery Dates | Percentage of total cost excl VAT and expenses |
|---|--------------------|--|
| On acceptance of outputs from: Brief 1: Thames Tideway Rulebook | By 31 January 2017 | 100% |
| First draft of Thames Tideway Rulebook design | | |
| Second draft of Thames Tideway Rulebook design | | |
| Final artwork of Thames Tideway Rulebook design for publication | | |

Appendix D

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

Rail Travel

The actual cost of public transport (normally rail) may be reimbursed. Economy Class (second class) rail tickets should be purchased.

