

Further Competition:
Water and Wastewater Services
Water, Wastewater and Ancillary Services (RM3790)

Lot 1

Statement of Requirements - EXAMPLE

The description of the Goods and Services required under Lots 1 is as follows:

Lot 1 Description
<p>Water Supply and Sewerage Services</p> <p>The Supplier shall provide Water Supply and Sewerage services to eligible non-household customers in accordance with the Water Act 2014.</p> <p>The Supplier shall be required to hold and maintain throughout the Framework Agreement and any Call Off Contracts, a valid Water Supply and Sewerage Licence formally granted by the Water Services Regulation Authority (Ofwat) in accordance with Section 17a of the Water Industry Act 1991 as substituted by Section 1 of the Water Act 2014. The Supplier shall comply with the requirements of the associated Wholesale Retail Code, the Market Arrangement Code and the Wholesale Contract as specified by the Regulator Ofwat.</p> <p>The Supplier shall be required to deliver associated services in connection with the supply of water and sewerage services as required by the Customers at Call Off stage:</p> <ul style="list-style-type: none">• Account Management including customer service;• Billing;• Metering including, Meter Reading (Including acceptance of AMR reads), Management of sites and meters (including new connections and switching);• Meter installation/removal/resizing/accuracy tests;• Data Management;• Roads and Property Drainage;• Sewerage services including Trade Effluent;• Emergency Contingency Planning;• 24/7 Emergency support; and• Guaranteed standards of Service.

1. Account Management

- 1.1. The Supplier shall within five (5) days of signing the Call Off Contract send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager responsible for managing the Customer account. The nominated Account Manager shall have a minimum of two (2) years relevant industry experience. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority and discretion as the Account Manager.
- 1.2. The Account Manager shall be in principal contact with the Wholesaler and shall liaise with the Customers in order to provide support on all aspects of the water supply and sewerage services delivered by the Wholesaler and the Supplier. The Account Manager will be responsible for

ensuring that the Supplier develops, maintains and manages the relationship with the relevant Wholesaler, on behalf of the Customer, in the delivery of a Call Off contract in a manner that ensures the requirements of that Customer are met in full. There will be no requirement for the Customer to communicate directly with the Wholesaler.

- 1.3. The Supplier shall, when required, support the Customers in providing recommendations in relation to the Goods and Services provided, improve value for money, answering queries, dealing with complaints and technical support.
- 1.4. The Supplier shall provide a consistent Account Management support function across all Customers regardless of size and scope.
- 1.5. The Account Manager of the Call Off Contract shall be security cleared to the Customers stated level.
- 1.6. If a change of Account Management personnel is required the Supplier shall inform the Customer of the change at least one (1) month prior to the change taking effect. The Supplier shall ensure a suitable handover period is included in any change of personnel.
- 1.7. The Supplier will be required to provide and maintain a dedicated customer service team which will act as the first point of contact and focal point for all enquiries from Customers.
- 1.8. The Supplier will be responsible for ensuring that all enquiries received from Customers are dealt with and resolved in accordance with any agreed Key Performance Indicators.
- 1.9. The Supplier may be required to undertake visits to individual Customer sites to discuss the operation of the contract. The Account Manager shall be security cleared to the Customers stated level in advance any visit to a customer site. The Account Manager shall hold separate Supplier Review Meetings with the Customers with agenda items and the frequency of meetings to be agreed.

2. Security

- 2.1. The Supplier shall obtain security clearances which meets the differing requirements of the Customers, and shall ensure full compliance with any standards and legislation, including but not limited to the following:
- 2.2. Protection of Freedoms Act 2012
<http://www.legislation.gov.uk/ukpga/2012/9/contents/enacted>
- 2.3. Safeguarding Vulnerable Groups Act 2006
<http://www.legislation.gov.uk/ukpga/2006/47/contents>
- 2.4. HMG Personnel Security Controls
<https://www.gov.uk/government/publications/hmg-personnel-security-controls>

3. Cost Efficiency

- 3.1. The Supplier shall ensure all water is supplied to Customers in the most economically efficient manner and at the most economically beneficial rates e.g. meters appropriately sized for the supply point.

- 3.2. In the event that any water is not supplied in this manner, Customers in receipt of such a supply will be entitled to recover from the Supplier any excess or premium paid. For the avoidance of doubt should the Supplier identify a site for subsequent meter exchange or amendment and the Customer declines to have the change made the Supplier shall not be liable for any additional costs incurred.
- 3.3. In the event that the Customer has elected to install water saving and conservation measures whether with the Supplier or an alternative supplier, the Customer should not be adversely financially affected from the effect of having lower consumption arising from such initiatives. The Supplier will in this respect honour tariff rates for the duration of the Call Off Contract.

4. Water Supply and Sewerage Licence

- 4.1. The Supplier shall hold and maintain through the term of these Call Off Contracts a valid Water Supply and Sewerage Licence formally granted by the Water Services Regulation Authority, in accordance with Section 17a of the Water Industry Act 1991 as substituted by Section 1 of the Water Act 2014.
- 4.2. If a Supplier has not got a current and valid Water Supply and Sewerage Licence formally granted by the Water Services Regulation Authority, in accordance with Section 17a of the Water Industry Act 1991 as substituted by Section 1 of the Water Act 2014, Customers shall be entitled to terminate under a material breach of Call Off Contract.

5. Water Market Codes

- 5.1. The Supplier shall meet the requirements of all associated Wholesale Retail Codes and the Market Arrangement Code.
 - 5.1.1. The Wholesale Retail Code is a statutory code which sets out the business terms, market terms and operational terms that will apply to all two-way arrangements between a Wholesaler and a licenced retailer.
 - 5.1.2. The Market Arrangement Code is a non-statutory code which sets out the arrangements to establish a market operator, including the processes for joining and operating the market operator and for establishing a code panel.

6. Wholesale Contracts

- 6.1. The Supplier shall in its capacity as licensed water supply and sewerage retailer, honour and deliver in full the contractual requirements of the Wholesale Contract for Wholesale Services.

7. Water Quality

- 7.1. The Supplier shall represent Customer interests ensuring that statutory requirements to provide high quality, continuous provision of water supply is delivered by the relevant Wholesaler during the term of the Framework Agreement in accordance with the Water Supply (Water Quality) Regulations 2000.

<http://www.legislation.gov.uk/uksi/2000/3184/introduction/made>

- 7.2. The Supplier shall represent the Customer's interests in ensuring that statutory requirements ensuring adequate testing and maintenance of water quality is delivered by the relevant Wholesaler for the duration of the contract and for arranging and co-ordinating any remedial actions required to correct water quality in accordance with the Water Supply (Water Quality) Regulations 2000.

8. Sewerage Disposal

- 8.1. The Supplier shall provide access to Services including disposal of wastewater including foul sewerage, surface water drainage, highway drainage and trade effluent for all Customers who request such Services in their Call Off Contract from the Framework Agreement during this term.
- 8.2. The charges for sewerage services shall be based on the amount (and strength for trade effluent) discharged. Suppliers will determine from Wholesalers their approach to charging for surface water drainage and highway drainage for each of the Customers sites. The charges will be agreed with the Wholesaler and may be reviewed from time to time as building use changes. The Supplier shall represent the Customers in ensuring the Wholesaler continuously provides sewerage services.
- 8.3. The Customers shall be permitted at any time during its contract with the Supplier, to challenge sewerage charges with appropriate supporting evidence. In any such instance the Supplier will be required to act on behalf of the Customer in considering the evidence and making representation to the Wholesaler and effecting any arrangements for reimbursements where required and implementing revised charges within the Customers scheme of charges.

9. Property and Roads Drainage

- 9.1. The Supplier shall undertake to provide access to Property, and Roads Drainage Services for all Customers requiring this Service. The Supplier shall liaise with the Wholesaler to ensure continuous provision of Property and Roads Drainage Services and shall review as required levels of service including any review of charging methodology.
- 9.2. The Supplier shall assist any Customer who wishes to review their chargeable site area to ensure that related water charges are correct and that they are not being over charged.

10. Metering

10.1. Meter Provision and Sizing

- 10.1.1. The Supplier shall undertake to investigate any request from the Customers in relation to assessment or reassessment of the water load of the site as a result of change of use or changes to the building floor area.
- 10.1.2. The Supplier shall act on behalf of the Customer in making a representation or request for changes to the relevant Wholesaler, but shall not be responsible or liable for the outcome of any requests.
- 10.1.3. If works are required to change the metering or supply arrangements to accommodate the new requirements, the Supplier shall provide a no obligation estimate of costs associated with these Goods and Services. The Customers may choose an alternative supplier for these works.

10.2. Meter Reading

- 10.2.1. The Supplier shall provide a Meter Reading Service which may include the provision and installation of Automated Meter Reading equipment.
- 10.2.2. The Supplier shall carry out meter readings on a monthly basis.
- 10.2.3. The Supplier shall accept meter readings from Customers who elect to self-bill and the Supplier will provide a discount for this which shall be indicated in the pricing template.

10.2.4. Where the Customer has Automated Meter Reading technology installed, the Supplier shall accept and liaise with the provider of Automated Meter Reading Services to ensure receipt and validation of data. The Supplier shall also utilise the Automated Meter Readings for billing purposes.

10.3. Management of sites and meters (including switching)

10.3.1. The Supplier shall ensure an efficient, effective and transparent process for carrying out site additions, deletions and transfers to and from the Supplier portfolio at all times, to facilitate Customer requirements and in line with the Market Code for Registration: Transfers.

10.3.2. All Customer sites taking part in this further competition will be transferred within 40 days (or before 31st December 2017, whichever is sooner) and a progress report will be made available to all Customers and the Authority on a weekly basis until switching has been completed.

10.3.3. The Supplier shall not impede any request from a Customer who may be switching from the Supplier to an alternative service provider.

11. Billing

11.1. The Supplier shall as a minimum provide a billing service in accordance with the Final Customer Protection Code of Practice for Retailers.

11.2. The Supplier shall provide bills as follows;

11.2.1. All invoices shall be delivered electronically unless the Customer requests otherwise (note there shall be no additional charges for paper billing);

11.2.2. Monthly billing;

11.2.3. Consolidated billing unless the Customer requests otherwise; and

11.2.4. Electronic Data Interchange (EDI) format including for example a minimum of TRADACOM 26 v2.

11.3. The Supplier shall ensure that all bills provide detailed line entries to identify costs for each item and site (where requested by the Customer) included e.g. wholesale costs (supply, sewerage, and drainage), retailer costs, rebate fees, credit notes etc.

12. Management of Data

12.1. The Supplier shall provide account, consumption, metering and billing information on a monthly basis.

12.2. The Supplier shall make provision for consumption and billing data to be extracted in XLS, CSV and PDF formats and where required work with a Customer on bespoke File Transfer Protocol (FTP) to enable them to extract data in a format to load into their own systems.

12.3. The provision of data may include but is not limited to the following service provisions:

- online portal;
- acceptance of meter reading entries;
- meter reading records;

- live consumption data where maximum daily demand loggers are installed;
 - historical consumption data;
 - viewable and downloadable invoice data;
 - consolidated billing viewing;
 - multiple user access;
 - variable viewing options;
 - Customer account details including sub sets of sites where the Customer has responsibility for a number of sites within a portfolio; and
 - Site list with information comprising but not limited to full address, meter details including meter supply point number, meter type and meter serial number.
- 12.4. The Supplier shall ensure that Customers information and data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Terms of the Call Off Contract.
- 12.5. If a Customer has a report on water related data in response to a change in legislation the Supplier will provide the information requested by the Customer.

13. Emergency Planning for Vulnerable Sites

- 13.1. The Supplier shall provide free of charge Emergency Contingency Plans for vulnerable sites (which may include but are not limited to Hospitals, Prisons, Residential Homes) as identified by Customers in Annex C Pricing Response. The list of vulnerable sites may be amended by either additions or deletions to the site list requested by the Customer during the course of the contract delivery period.
- 13.2. The Supplier shall give minimum of 1 (one) months' notice to Customers for planned work which will cause interruptions to the provision of Services.
- 13.3. The Supplier shall provide advice on emergency and contingency planning to those organisations which require it. This will include but not limited to:
- 13.3.1. The Supply of an emergency helpline, available twenty four (24) hours, seven (7) days per week to provide assistance to the organisation in the event of an emergency relating to the Services.
- 13.3.2. The supply of an emergency flow chart to all sites, detailing the process each site should follow in the event of an emergency relating to the Services.
- 13.3.3. The management of any planned works which arise following an emergency relating to the Services.
- 13.3.4. In the instance of interruption in an emergency the Supplier shall provide ten (10) litres of water per person on site per day within the first twenty four (24) hours until piped supply can be restored. This may be bottled water or through bowsers or stand pipes. Any water supplied in an alternative to piped supply must not bear no additional cost to the Customer
- 13.3.5. After twenty four (24) hour disruption a water supply in tankers may be installed to meet requirements.

14. Fire and Rescue Services

- 14.1. The Supplier shall carry out its duty to supply water for use by the Fire and Rescue Authorities in accordance with the provisions held within the Water Act 1991, Water Act 2014 and The Fire Services Act 2004;

Water Act 1991

<http://www.legislation.gov.uk/ukpga/1991/56/contents>

Water Act 2014

<http://www.legislation.gov.uk/ukpga/2014/21/contents/enacted>

Fire Services Act 2004

<http://www.legislation.gov.uk/ukpga/2004/21/contents>

15. Customer Service

- 15.1. The Supplier shall provide a helpdesk service that shall comply with the following:
- a) The helpdesk shall operate from at least office hours 09:00 until 17:00 Monday to Friday throughout the year, excluding public holidays.
 - b) All calls shall be answered in accordance with the Key Performance Indicators set out in Part B of Framework Schedule 2: Services and Key Performance Indicators.
 - c) All calls shall be charged at no more than a standard call rate (no premium rate telephone numbers). Standard rate in the UK means calls to local and national numbers beginning 01, 02 and 03. Excluded numbers include non-geographic numbers (e.g. 0871) and Premium Rate services.
 - d) The Supplier shall ensure that all Supplier Personnel appointed to the helpdesk have the relevant skills to manage Customer relations, and have received training to address the requirements of Customer staff with specific needs.
 - e) The Supplier shall ensure that all Supplier Personnel appointed to the helpdesk have the appropriate security clearance to work on a Customer's account as detailed in the following link:
<https://www.gov.uk/government/publications/hmg-personnelsecurity-controls>
 - f) All emergency call numbers shall be free of charge and operate twenty four (24) hours per day every day of the year.

16. Complaints Handling

- 16.1. The Supplier shall have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by the Customers and their users.
- 16.2. The complaints procedure shall comply with the following:

- 16.2.1. All complaints shall be logged and acknowledged within twenty four (24) hours of receipt;
- 16.2.2. All complaints shall be resolved within five (5) working days of the original complaint being made unless otherwise agreed with the Customers;
- 16.2.3. All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint; and
- 16.2.4. The Supplier shall have in place an escalation route for any complaints that have not been resolved within the specified timescales as detailed in clause 47 of the Framework Agreement.

17. Guaranteed standards of service

- 17.1. All customers of water and sewerage companies are entitled to guaranteed minimum standards of service, as laid down by the Government. These rights are known as the guaranteed standards scheme (GSS). Where a company fails to meet any of these standards of service then it is required to make a specified payment to the affected customer.
- 17.2. The Supplier shall inform the Customer within one (1) month of the Call Off Commencement Date of all applicable standard relevant to the Customer including those that exceed the minimum standards and support the customer in making claims for compensation where required.

18. Warranted Assets

- 18.1. The Supplier shall warrant to the Customer that all Warranted Assets, installed by or on behalf of the Supplier under the Call Off Contract, will until the Final Payback End Date, or the end of the warranted period for the relevant Warranted Asset (whichever is the later) be fit for purpose and will operate (subject to proper maintenance in accordance with manufacturers' recommendations) as intended.
- 18.2. If at any time any of the Warranted Assets is achieving less than 70% (or such other percentage as may be specified in the Call Off Contract) of relevant Anticipated Savings, the Customer may remove, procure the removal of, or instruct the Supplier to remove the relevant Warranted Asset from the Premises and replace with an equivalent asset with an equivalent or lower level of Utilities consumption, in any case at the cost of the Supplier.