

## FRAMEWORK SCHEDULE 2: PART A: GOODS AND SERVICES

### 1. INTRODUCTION

- 1.1. Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of Water, Wastewater and Ancillary Services (RM3790). The Framework Agreement will comprise of three (3) Lots as detailed in paragraph 3 – Lot Descriptions. A Framework Agreement for the Lots will be awarded to multiple Suppliers as indicated in the Official Journal of the European Union (OJEU) Contract Notice.
- 1.2. The duration of the Framework is three (3) years with the right to extend for a further twelve (12) months at the option of the Authority.
- 1.3. The purpose of this Framework Schedule 2: Part A: Goods and Services is to provide a description of the Services that the Supplier shall be required to deliver to the Contracting Authorities under this Framework Agreement.
- 1.4. The information published in section VI – V1.3 additional Information of the OJEU Notice provides a list of the UK Central Government Departments, their Agencies and Arm's Length Bodies and all other Contracting Authorities whom shall be eligible to access this Water, Wastewater and Ancillary Services Framework Agreement.
- 1.5. The Services and delivery of purchased Services required under this Framework Agreement and all standards set out in this Framework Agreement Schedule 2: Part A: Services – Attachment 5 may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Authority during a Call Off Procedure to reflect its Service Requirements for entering a particular Call Off Contract.
- 1.6. This Framework Agreement shall be managed centrally by the Authority. The Contracting Authorities shall manage all Call off Contracts with the Supplier.
- 1.7. The Authority published a Prior Information Notice on (Reference Number - 122488-2016) on 09/04/2016.

The procurement has been advertised by publishing a Contract Notice in the OJEU advertising the Open Procedure under the Public Contracts Regulations 2015 (the "Regulations").

### 2. BACKGROUND

- 2.1. The Water Act 2014 enables the creation of a new market that will allow 1.2 million businesses and other non-household locations to choose their supplier of water and wastewater retail services from April 2017. Retail services include billing, metering and customer services.
- 2.2. Currently, non-household customers receive water supplies and services through a statutory, regionally based licenced water supply company. For public sector customers (e.g. DWP, MOD and HMRC) with cross regional estate, this results in one organisation having to manage and process billing through multiple suppliers.
- 2.3. Currently, non-household customers deal with both the wholesaler and retailer points of contact. After April 2017, Contracting Authorities will only have one (1) point of contact for water through a contracted relationship with a licensed retailer who delivers front end customer service, metering and billing and also transacts with the Wholesalers to deliver supply and sewerage services.
- 2.4. A changing climate and growing population will require the water industry to find new and more efficient ways of allocating, treating and using water. This needs to be done

while protecting the environment and keeping water bills at acceptable levels. The Water Ancillary Services offering will help support customers with reducing consumption and wastage.

2.5. The key organisations responsible for delivering the new market are the Department for Food and Rural Affairs (Defra), Water Services Regulation Authority (Ofwat) and Market Operator Services Limited (MOSL).

2.6. The benefits for customers accessing a new retail market are fourfold:

- Improving service levels;
- Increasing flexibility of services;
- Delivering better value for money; and
- Creating more choice.

### **3. LOT DESCRIPTIONS**

The description of the Goods and Services required under Lots 1, 2 and 3 are as follows:

#### **Lot 1 Description**

##### **Water Supply and Sewerage Services**

The Supplier shall provide Water Supply and Sewerage services to eligible non-household customers in accordance with the Water Act 2014.

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.

The Supplier shall be required to deliver associated services in connection with the supply of water and sewerage services as required by the Contracting Authorities at Call Off stage:

- 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.

## **Lot 2 Description**

### **Water Ancillary Services**

The Supplier shall provide one (1) or more of the Ancillary Goods and Services listed in this Lot Description. The Ancillary Services are pertaining to the management, conservation, reduction and data management of water consumption as requested by the Contracting Authorities in order to deliver efficiency, financial and consumption savings.

The Ancillary Services may include the requirement for purchase and installation of water management water efficiency, water conservation or other water savings measures. These measures may include provision and installation of Goods including new equipment optimisation of equipment (including existing equipment) and provision of related services.

Additional services may be required to improve the environmental conditions at Contracting Authority sites.

The scope includes provision for the Supplier to offer its own or third party financing option on request by the Contracting Authorities, to support delivery of the Ancillary Goods and Services listed below.

The Contracting Authority may request Goods and Services that are not listed below but fall within the scope of Water Ancillary Services. It is intended that the range of Ancillary Services will expand to meet the Contracting Authorities business needs as they develop their strategies. Initially the Framework Agreement will consist of the following nine (9) Water Ancillary Services.

These Water Ancillary Goods and Services are:

- Water Footprint assessment;
- Tariff optimisation and benchmarking;
- Water audit site surveys;
- Leak detection and repair;
- Contingency planning;
- Legionella Risk Assessments;
- Automated Meter Reading;
- Bill Validation; and
- Cost Recovery.

## **Lot 3 Description**

### **One Stop shop**

The Suppliers for Lot 3 shall provide a combination of the Services outlined in both Lot 1 and Lot 2 as required by the Contracting Authorities. All Suppliers must be able to provide at least one (1) of the Services listed in the description for Lot 2. The Contracting Authority may request Goods and Services that are not listed in the Lot 2 description but fall within the scope of Water Ancillary Services. It is intended that the range of Ancillary Services will expand to meet the Contracting Authorities business needs as they develop their strategies. Initially the Framework Agreement will consist of the nine (9) Water Ancillary Services listed in the Lot 2 description.

## **4. MANDATORY REQUIREMENTS FOR LOTS 1, 2 & 3**

### **4.1. Account Management**

- 4.1.1. The Supplier shall within five (5) days of signing the Framework Agreement send to the Authority's email address the name and contact details (including email address and telephone number) of the Account Manager for this Framework Agreement. 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.
- 4.1.2. The Account Manager shall be in principal contact with the Wholesaler and shall liaise with the Contracting Authorities 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 Contracting Authority, in the delivery of a Call Off contract in a manner that ensures the requirements of that Contracting Authority are met in full. There will be no requirement for the Contracting Authority to communicate directly with the Wholesaler.
- 4.1.3. The Supplier shall, when required, support the Contracting Authorities in providing recommendations in relation to the Goods and Services provided, improve value for money, answering queries, dealing with complaints and technical support.
- 4.1.4. The Account Manager of the Call Off Contract shall be security cleared to the Contracting Authorities stated level in advance prior to the Call off Contract. The Supplier shall provide a consistent Account Management support function across Contracting Authorities regardless of size of the Call Off Contract.
- 4.1.5. The Supplier shall within five (5) days of signing a Call off Contract provide the Contracting Authorities, if required, with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Authorities. This shall be agreed prior to the Supplier and Contracting Authorities entering into a Call off Contract.
- 4.1.6. If a change of Account Management personnel is required the Supplier shall inform Crown Commercial Service and Contracting Authorities 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.
- 4.1.7. 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 Contracting Authorities.

- 4.1.8. The Supplier will be responsible for ensuring that all enquiries received from Contracting Authorities are dealt with and resolved in accordance with agreed Key Performance Indicators.
- 4.1.9. The Supplier may be required to undertake visits to individual Contracting Authority sites to discuss the operation of the contract. The Account Manager shall hold separate Supplier Review Meetings with the Authority and the Contracting Authorities with agenda items and the frequency of meetings to be agreed by the Authority in accordance with Framework Schedule 8 – Framework Management.

#### 4.2. Security

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

#### 4.3. Cost Efficiency

- 4.3.1 The Supplier shall ensure all water is supplied to Contracting Authorities in the most economically efficient manner and at the most economically beneficial rates e.g. meters appropriately sized for the supply point.
- 4.3.2 In the event that any water is not supplied in this manner, Contracting Authorities 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 Contracting Authority declines to have the change made the Supplier shall not be liable for any additional costs incurred.
- 4.3.3 In the event that the Contracting Authority has elected to install water saving and conservation measures whether with the Supplier or an alternative supplier, the Contracting Authority 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.

## **5. MANDATORY REQUIREMENTS FOR LOTS 1 & 3**

This paragraph provides details of the mandatory requirements that the Supplier shall be expected to fulfil in their entirety for Lots 1 and 3, in order to fulfil the delivery requirements of this Framework Agreement.

It is important that the Supplier take time to fully understand this important part of the Goods and Service delivery requirement, all of the mandatory requirements as listed below shall be required at Framework Agreement Commencement Date with the Authority.

### **5.1. Water Supply and Sewerage Licence**

- 5.1.1. The Supplier shall hold and maintain through the term of this Framework Agreement and any 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.
- 5.1.2. 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, they shall not be able to enter into any Call Off Contracts with Contracting Authorities until the license has been granted.

### **5.2. Water Market Codes**

- 5.2.1. The Supplier shall meet the requirements of all associated Wholesale Retail Codes and the Market Arrangement Code.
  - 5.2.1.1. 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.
  - 5.2.1.2. 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.

### **5.3. Wholesale Contracts**

- 5.3.1. 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.

### **5.4. Water Quality**

- 5.4.1. The Supplier shall represent Contracting Authority 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/ukxi/2000/3184/introduction/made>

The Supplier shall represent the Contracting Authority'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.

#### **5.5. Sewerage Disposal**

- 5.5.1. The Supplier shall provide access to Services including disposal of wastewater including foul sewerage, surface water drainage, highway drainage and trade effluent for all Contracting Authorities who request such Services in their Call Off Contract from the Framework Agreement during this term.
- 5.5.2. 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 Contracting Authorities 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 Contracting Authorities in ensuring the Wholesaler continuously provides sewerage services.
- 5.5.3. The Contracting Authorities 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 Contracting Authority in considering the evidence and making representation to the Wholesaler and effecting any arrangements for reimbursements where required and implementing revised charges within the Contracting Authorities scheme of charges.

#### **5.6. Property and Roads Drainage**

- 5.6.1. The Supplier shall undertake to provide access to Property, and Roads Drainage Services for all Contracting Authorities 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.
- 5.6.2. The Supplier shall assist any Contracting Authority who wishes to review their chargeable site area to ensure that related water charges are correct and that they are not being over charged.

#### **5.7. Metering**

##### **5.7.1. Meter Provision and Sizing**

- 5.7.1.1. The Supplier shall undertake to investigate any request from the Contracting Authorities 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.
- 5.7.1.2. The Supplier shall act on behalf of the Contracting Authority 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.
- 5.7.1.3. 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 Contracting Authorities may choose an alternative supplier for these works.

##### **5.7.2. Meter Reading**

- 5.7.2.1. The Supplier shall provide a Meter Reading Service which may include the provision and installation of Automated Meter Reading equipment.
- 5.7.2.2. The Supplier shall carry out meter readings in accordance with Contracting Authorities requirements at Call Off.
- 5.7.2.3. The Supplier shall accept meter readings from Contracting Authorities who elect to self-bill and the Supplier will provide a discount for this which shall be indicated in the pricing template.
- 5.7.2.4. The Supplier shall accept and liaise with the provider of Automated Meter Reading Services to ensure receipt and validation of data.
- 5.7.2.5. The Supplier shall utilise the Automated Meter Readings for billing purposes where specified by the Contracting Authorities.

**5.7.3. Management of sites and meters (including switching)**

- 5.7.3.1. 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 Contracting Authority requirements and in line with the Market Code for Registration: Transfers.
- 5.7.3.2. The Supplier shall not impede any request from a Contracting Authority who may be switching from the Supplier to an alternative service provider.

**5.8. Billing**

- 5.8.1. The Supplier shall as a minimum provide a billing service in accordance with the Final Customer Protection Code of Practice for Retailers.
- 5.8.2. The Supplier shall provide bills in a format and frequency requested by the Contracting Authorities at Call Off stage which may include;
  - 5.8.2.1. Monthly billing;
  - 5.8.2.2. Consolidated billing; and
  - 5.8.2.3. Electronic Data Interchange (EDI) format including for example a minimum of TRACACOM 26 v2.
- 5.8.3. The Supplier shall ensure that all bills provide detailed line entries to identify costs for each item included e.g. wholesale costs (supply, sewerage, and drainage), retailer costs, rebate fees, credit notes etc.

**5.9. Management of Data**

- 5.9.1. The Supplier shall provide a copy of all Contracting Authority data to the Authority at a frequency to be determined by the Authority but at least monthly.
- 5.9.2. The Supplier shall provide account, consumption, metering and billing information in a format and frequency prescribed by the Contracting Authority at Call Off stage.
- 5.9.3. 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 Contracting Authority on bespoke File Transfer Protocol (FTP) to enable them to extract data in a format to load into their own systems.
- 5.9.4. 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;
- historical consumption data;
- viewable and downloadable invoice data;
- consolidated billing viewing;
- multiple user access;
- variable viewing options;
- Contracting Authority account details including sub sets of sites where the Contracting Authority 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.

5.9.5. The Supplier shall ensure that Contracting Authorities 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 Framework Agreement and any Call Off Contract.

5.9.6. If a Contracting Authority has a report on water related data in response to a change in legislation the Supplier will provide the information requested by the Contracting Authority.

#### **5.10. Emergency Planning for Vulnerable Sites**

5.10.1. 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 Contracting Authorities. The list of vulnerable sites may be amended by either additions or deletions to the site list requested by the Contracting Authority during the course of the contract delivery period.

5.10.2. The Supplier shall give minimum notice to Contracting Authorities for planned work which will cause interruptions to the provision of Services, timescales to be agreed at Call Off stage.

5.10.3. The Supplier shall provide advice on emergency and contingency planning to those organisations which require it. This will include but not limited to:

5.10.3.1. 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.

5.10.3.2. 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.

5.10.3.3. The management of any planned works which arise following an emergency relating to the Services.

5.10.3.4. 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 Contracting Authority

5.10.3.5. After twenty four (24) hour disruption a water supply in tankers may be installed to meet requirements.

#### **5.11. Fire and Rescue Services**

5.11.1. 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>

#### **5.12. Customer Service**

5.12.1. 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 Contracting Authority relations, and have received training to address the requirements of Contracting Authority 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 Contracting Authority's account as detailed in the following link:  
<https://www.gov.uk/government/publications/hmg-personnel-security-controls>
- f. All emergency call numbers shall be free of charge and operate twenty four (24) hours per day every day of the year.

#### **5.13. Complaints Handling**

- 5.13.1. The Supplier shall have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by the Contracting Authorities and their users.
- 5.13.2. The complaints procedure shall comply with the following:
  - 5.13.2.1. All complaints shall be logged and acknowledged within twenty four (24) hours of receipt;
  - 5.13.2.2. All complaints shall be resolved within five (5) working days of the original complaint being made unless otherwise agreed with the Contracting Authorities;
  - 5.13.2.3. All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint; and
  - 5.13.2.4. 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.

#### 5.14. **Guaranteed standards of service**

- 5.14.1. 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. The Supplier shall inform the customer at Call Off stage of any standards that exceed the minimum standards and support the customer in making claims for compensation.

## **6. MANDATORY REQUIREMENTS FOR LOT 2**

- 6.1. The Supplier shall provide one (1) or more of the ancillary services listed below. These ancillary Goods and Services include but are not limited to:

#### 6.2. **Water Footprint Assessment**

- 6.2.1. The Supplier shall meet the level of standard as required in the Global Water Footprint Assessment standard.  
<https://waterfootprint.org/en/water-footprint/global-water-footprint-standard/>
- 6.2.2. The Supplier shall agree the scope of works with the Contracting Authority at Call Off stage prior to commencement of any assessments.
- 6.2.3. The Supplier shall be required to carry out assessments as required by the Contracting Authority which will include a water footprint sustainability assessment, preparation of a fully auditable report which will include identification of measures that may contribute to reducing the water footprint of the sites or processes that have been assessed.
- 6.2.4. The Contracting Authority has the right, but will not be obliged to, purchase any Goods or Services pertaining to goods and/or services identified in the report from the Supplier.
- 6.2.5. If the Contracting Authority chooses to utilise the Services of the Supplier to implement the Goods and/or Services pertaining to the measures identified in the report, the Supplier shall ensure sufficient auditable measurement and

verification to validate the savings arising from implementation of the programme of works as outlined in paragraph 7.2.

### **6.3. Tariff optimisation and Benchmarking**

- 6.3.1. The Supplier shall agree the scope of works with the Contracting Authority at Call Off stage prior to commencement of any Services.
- 6.3.2. The Supplier shall undertake detailed historical analysis of each component part of the Contracting Authorities invoices for each site or meter and produce a report which will identify and validate billing arrangements and tariffs. The review will include, but is not limited to, an assessment of appropriate consumption in line with staffing levels and facilities via use of benchmark consumption and verification of appropriate meter size for each property.
- 6.3.3. The report will identify and make recommendations for any rectification measures required to optimise the Contracting Authorities billing arrangements.
- 6.3.4. The Contracting Authority has the right, but will not be obliged to, request and pay for any Services pertaining to rectification measures identified in the report from the Supplier.
- 6.3.5. If the Contracting Authority chooses to utilise the services of the Supplier to implement the goods and/or services pertaining to the measures identified in the report, the Supplier shall ensure sufficient auditable measurement and verification to validate the savings arising from implementation of the programme of works as outlined in paragraph 7.2.

### **6.4. Water Audit Site Surveys**

- 6.4.1. The Supplier shall agree the scope of works with the Contracting Authority at the Call Off stage prior to the commencement of any Services.
- 6.4.2. A site audit shall be carried out by experienced technicians. The Contracting Authority may request to see water or environmental accreditations or qualifications held by the Supplier and/or staff carrying out the site audits.
- 6.4.3. The site survey will include but not be limited to examining all facets of water usage on the premises including survey of any water devices and infrastructure and analysis of drainage and where relevant trade effluent discharge.
- 6.4.4. The Supplier shall produce a detailed report which will provide evidence of the work undertaken, the assessment results and recommendations for any operational changes or asset modifications required to reduce consumption. This report may, if requested, provide an indication of any costs of works and potential savings from their implementation.
- 6.4.5. The Contracting Authority has the right, but will not be obliged to, request and pay for any Goods and/or Services pertaining to the measures identified in the report from the Supplier.
- 6.4.6. If the Contracting Authority chooses to utilise the Services of the Supplier to implement the Goods and/or Services pertaining to the measures identified in the report, the Supplier shall ensure sufficient auditable measurement and verification to validate the savings arising from implementation of the programme of works as outlined in paragraph 7.2.

### **6.5. Leak detection and repair**

- 6.5.1. The Supplier shall agree the scope of works with the Contracting Authority at Call Off stage prior to commencement of any Services.
- 6.5.2. The leak detection surveys will be carried out by qualified engineers and/or technicians.
- 6.5.3. The survey will be non-destructive to the Contracting Authorities on site and may include, but not be limited to, meter readings and drop testing to verify volume and leakage, physical examination of the site, placing of pipework and use of specialised leak detection equipment.
- 6.5.4. The Supplier shall produce a survey report identifying evidence of any leaks or issues identified and provide a recommendation of works required to repair any leaks or rectify any assets including an estimate of any costs.
- 6.5.5. The Contracting Authority has the right but will not be obliged to request and pay for any Goods and/or Services pertaining to the measures identified in the report from the Supplier.
- 6.5.6. If the Contracting Authority chooses to utilise the Services of the Supplier to implement the Goods and/or Services pertaining to the measures identified in the report, the Supplier shall ensure sufficient auditable measurement and verification to validate the savings arising from implementation of the programme of works as outlined in paragraph 7.2.

#### **6.6. Contingency Planning**

- 6.6.1. The Supplier shall agree the scope of works with the Contracting Authority at Call Off stage prior to commencement of and Services.
- 6.6.2. The Supplier shall carry out a site survey and assessment to determine the impact on the site in the event of a water supply interruption and identify the requirements of that site to maintain operations.
- 6.6.3. The Supplier shall produce a report which provides an assessment of the site capability to operate during a water supply interruption and will propose a contingency plan to ensure continuity of water supply in an emergency. The report will make recommendations for measures to mitigate any risks to the Contracting Authority site operations including any estimates of costs.
- 6.6.4. The Contracting Authority has the right, but will not be obliged to, request and pay for any Services pertaining to the measures identified in the report from the Supplier.

#### **6.7. Legionella risk assessment**

- 6.7.1. The Supplier shall agree the scope of works with the Contracting Authority at Call Off stage prior to commencement of any Services.
- 6.7.2. The risk assessment should be carried out by a qualified and experienced risk assessor, ideally from a provider who has Legionella Control Association (LCA) accreditations and will be carried out in accordance with Health and Safety Executive Guidance and Codes of Practice for Legionnaires Disease (HSG 274).  
<http://www.hse.gov.uk/legionnaires/>
- 6.7.3. The Supplier shall carry out a thorough inspection of the Contracting Authority premises and produce a risk assessment which should include identification and evaluation of all potential sources of risk associated with Legionella within the water system. This assessment should include, but should not be limited to, a thorough inspection of water systems, water

system schematic diagram(s), water temperatures taken from all outlets and readings measured against acceptable parameters, identification of all pipe work configuration and water sources.

6.7.4. The Supplier shall produce a comprehensive Legionella Risk Assessment report which will identify any potential hazards, risks, appropriate control measures as well as any remedial action necessary to meet current standards and legal requirements.

6.7.5. The Contracting Authority has the right, but will not be obliged to, request and pay for any Services pertaining to the measures identified in the report from the Supplier.

#### **6.8. Automated Meter Reading**

6.8.1. The Supplier shall agree the scope of works with the Contracting Authority at Call Off stage prior to commencement of any Services.

6.8.2. The Supplier, shall at the request of the Contracting Authority, at Call Off stage offer supply, installation, commissioning, maintenance and ongoing support software systems to facilitate remote meter reading and consumption monitoring.

6.8.3. The Supplier shall advise the Contracting Authority of any installation costs to be applied by the Water Supplier that owns the meter.

#### **6.9. Bill Validation and Cost Recovery**

6.9.1. The Supplier shall agree the scope of works with the Contracting Authority at Call Off stage prior to the commencement of any Services.

6.9.2. The Supplier may be required to provide a pre, or post bill validation service at the request of the Contracting Authority which will compare invoices against the calculation of the correct charges for each meter according to supply contracts. The Supplier may also be required by the Contracting Authority to provide retrospective bill validation services going back for a period of, up to six (6) years.

6.9.3. The Supplier will provide detailed analysis, at a frequency to be agreed with the Contracting Authority, which will identify any discrepancies in invoices issued by the Contracting Authority's water supplier. The report will provide as a minimum, site identification information, type of error, amount investigated, period of error covered and recommendations for action.

6.9.4. The Supplier will, if requested, undertake measures to resolve the errors with the Contracting Authority's water supplier and carry out rectification measures which may include refunds, credit notes and /or re-issue of invoices.

### **7. MANDATORY REQUIREMENTS FOR LOTS 2 & 3**

This paragraph provides details of the mandatory requirements that the Supplier shall be expected to fulfil in their entirety for Lots 2 and 3, in order to fulfil the delivery requirements of this Framework Agreement.

It is important that Suppliers take time to fully understand this important part of the Goods and Service delivery requirement, all mandatory requirements as listed below shall be required at Framework Agreement Commencement Date with the Authority.

#### **7.1. Baselineing**

- 7.1.1. The Supplier shall provide in writing a clear and auditable methodology for determining the baseline to be used for calculating consumption, financial and carbon savings as specified by the Contracting Authority at Call Off stage.

## 7.2. Measurement and Verification

- 7.2.1. The Supplier shall be responsible for quantifying the results of all water conservation measures.

- 7.2.2. The Supplier shall establish all necessary measurement and verification reporting systems to receive and verify water reduction data from the Premises during any payback period as set out in any Call Off Contract. The measurement and verification systems shall meet the International Performance Measurement and Verification Protocol standards (see link below) or equivalent level of standard.

<http://evo-world.org/en/>

- 7.2.3. The Supplier shall attend meetings with the Contracting Authority on a regular basis, as specified by the Contracting Authority, throughout the Full Payback Period. During which the Supplier shall provide a written and verbal report on the following matters as a minimum, but may be extended as requested by the Contracting Authority:

- 7.2.3.1. the performance of all installed water conservation measures;

- 7.2.3.2. carbon/carbon-equivalent reductions achieved (with full details including calculations);

- 7.2.3.3. any water conservation measures that are underperforming;

- 7.2.3.4. identify any external factors impacting on, or likely to impact on, any Payback Calculation;

- 7.2.3.5. all Actual Savings and Anticipated Savings in relation to any installed water conservation measures for the Payback Period; and

- 7.2.3.6. any Variations and the impact on Anticipated Savings and Actual Savings.

## 7.3. Costs and Fees

- 7.3.1. The Supplier shall at Call Off stage provide in a format prescribed by the Contracting Authority a fully transparent estimate of costs and fees associated with the requirement.

- 7.3.2. All pricing estimates will be subject to open book accounting.

# 8. ADDITIONAL REQUIREMENTS

## 8.1. Lot 2 Specific Requirements

### 8.1.1. Financing

Contracting Authorities will state their financing approach and/or requirements at Call Off stage. This may include suppliers directly proposing financing solutions or working with third parties (nominated by the Contracting Authority or otherwise) to propose a financing solution as part of

the Tender Response at Call Off stage in order to identify the most economically advantageous solution.

Sources of funding may include but are not limited to:

- Contracting Authorities own financial resources;
- Supplier finance; and
- Third party finance.

The financing arrangements can be enhanced by combination with other funding sources such as;

- Grants or other government funding (UK Government and/or EU); and
- Subsidies

and any combination of the above (including other sources as applicable) may also be appropriate.

## **8.2. Lot 1, Lot 2 and Lot 3 Specific Requirements**

### **8.2.1. Warranted Assets**

The Supplier shall warrant to the Contracting Authority 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.

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 Contracting Authority 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.