

SCHEDULE A
FRAMEWORK AGREEMENT SPECIFICATION

SCHEDULE A. FRAMEWORK AGREEMENT SPECIFICATION

Lot 1 - Supply of Water and Waste-water Retail Services in England and Wales

Introduction

Providers will supply Water and Waste-water Retail Services to eligible non-household customers in accordance with the Water Act 2014 (and as amended).

Providers will supply Water and Waste-water Retail Services to eligible non-household customers in accordance with the Water Supply and Sewerage Services (Customer Service Standards) (Amendment) Regulations 2017 or for those companies operating wholly or mainly in Wales the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 ('the GSS Regulations').

Providers will supply Water and Waste-water Retail Services to eligible non-household customers in accordance with applicable Market Codes.

Providers will supply account management services to the Framework Manager and to Contracting Authorities.

Providers will supply comprehensive and responsive customer services. Providers will answer queries from a customer accurately and promptly, and will monitor and assess the level of customer service performance against standards agreed for each Contract. Providers will review and conclude any issues arising as and when required by a customer.

Providers will support customers on all aspects of the water supply and sewerage services delivered by the Wholesaler and the Retailer (the Provider). A contracted Provider will be responsible for undertaking all relevant communication with the relevant Wholesaler, on behalf of the Framework Manager and individual customers as part of the delivery of a Call Off contract. Providers will represent the interests of Contracting Authorities using this Framework to ensure Wholesalers comply with their statutory requirements to provide high quality, continuous water supply.

Providers will 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. Associated services will include but not be limited to:

- Billing;
- Metering including, Meter Reading and acceptance of automatic meter reads
- Management of sites and meters (including new connections and switching);
- Meter installation/removal/resizing/accuracy tests;
- Data Management;
- Sewerage services including Trade Effluent;
- Emergency Contingency Planning to include 24/7 Emergency support

Water Supply and Sewerage Licence

The Provider must 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 (and as amended).

Guaranteed Standards of Service

The Provider must maintain compliance with the terms of the Water Supply and Sewerage Services (Customer Service Standards) (Amendment) Regulations 2017 or for those companies operating wholly or mainly in Wales the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 ('the GSS Regulations') (and as amended) through the term of this Framework Agreement and any Call Off Contracts. The Provider must co-operate with the customer and Inspired Energy, acting as the customer's agent, to process any applicable claims for compensation.

Water Market Codes

The Provider must meet the requirements of all applicable Market Codes and of any code modifications that may be approved by Ofwat from time to time through the term of this Framework Agreement and any Call Off Contracts.

Wholesale Contracts

The Provider must hold and maintain through the term of this Framework Agreement and any Call Off Contracts a Wholesale Contract applicable to each and every region in which the Provider offers to supply Water and Waste-water Retail Services. The Provider must in its capacity as licensed water supply and sewerage retailer, honour and deliver in full the contractual requirements of each Wholesale Contract for Wholesale Services through the term of this Framework Agreement and any Call Off Contracts.

Data Protection

Providers must hold (or commit to obtain, prior to commencement of the Framework Agreement if awarded) Cyber Security Essentials accreditation.

Providers must be registered (or commit to register, prior to commencement of the Framework Agreement if awarded) with the Information Commissioner's Office as a Data Processor and furthermore commit to maintain registration throughout the life of the Framework Agreement and the period of all Contracts called off from the Framework Agreement.

Framework Account Management

The Provider, on appointment to the Framework, must inform the Framework Manager of the name and contact details (including email address and telephone number) of the Provider's nominated Framework Account Manager for this Framework Agreement.

The Framework Account Manager will manage the Framework Agreement and the relationship with the relevant organisations, providing appropriate updates at Customer Forums and retaining responsibility for meeting the Key Performance Indicator Measures and for ensuring that the Framework Manager is made aware of industry or organisational changes that may impact customers as soon as the Framework Account Manager becomes aware of the change.

The Framework Account Manager will be responsible for undertaking all relevant communication with the relevant Wholesaler, on behalf of the Framework Manager.

The Framework Account Manager will have demonstrable relevant industry experience and where applicable will be supported by a team of experienced staff.

The standard of account management provision will be reviewed in each Annual Contract Review meeting and must be suitable to requirements of customers entering Call Off Contracts under this Framework Agreement.

In the event of the Framework Account Manager's unavailability, appropriate cover must be available. Staff assigned to cover the Framework Account Manager's duties must have appropriate delegated authority to ensure the service provision is not affected in a deleterious manner.

The Provider will be required to supply the Framework Manager with accurate Management Information on a monthly basis.

Information may include sales reports, delivery and quality performance reports, query invoice reports, rebate/commission payments, account management, sustainability and customer complaint reports.

Management Information must be received from the Provider on a monthly basis, the exact date will be agreed with the Provider prior to the start of the Framework Agreement.

The Management information shall include but not be limited to:

- number of live Supply Point Identifiers (SPIDs)
- accounts billed
- number of Sites added/removed in previous period
- unbilled accounts and reason for non-bill
- Customer debt
- Customer queries outstanding and closed
- Site works
- new connections
- disconnections
- annual report on volume by SPID
- spend with sub-contractors in connection with the delivery of the Framework
- fair work matters, including payment of living wage, zero hours contracts and other sustainability and social value requirements in line with the requirements of the CIPS Corporate Ethics register

The information supplied will be used to track performance against the Key Performance Indicators (KPI's) of the Framework Agreement.

Contract Account Management

For each Call-off Contract, the Contracting Authority will be provided with a named Contract Account Manager. This may be the same individual as the Framework Account Manager or another named individual within the Provider's customer service and account management function.

Contract Account Management performance must be suitable to the requirements of customers entering Call Off Contracts under this Framework Agreement.

The nominated Contract Account Manager shall have demonstrable relevant industry experience and where applicable will be supported by a team of experienced customer service employees.

The Contract Account Manager will be responsible for ensuring that Contracts are performed in accordance with agreed Key Performance Indicators.

The Contract Account Manager will support customers in delivering the service, answering queries, dealing with complaints, providing technical support and seek to improve value for money.

The Contract Account Manager shall provide support to the customer on all aspects of the water supply and sewerage services delivered by the Wholesaler and the Retailer (the Provider). The Contract Account Manager will be responsible for undertaking all relevant communication with the relevant Wholesaler, on behalf of Contracting Authorities as part of the delivery of a Call Off Contract. There will be no requirement for any Contracting Authority to communicate directly with the Wholesaler.

Contract account management performance will be reviewed in each Annual Contract Review meeting.

In the event of the Contract Account Manager's unavailability, appropriate cover shall be arranged. Staff assigned to cover the Contract Account Manager's duties must have appropriate delegated authority to ensure the service provision is not affected in a deleterious manner.

The Provider will be required to supply the Contracting Authority with accurate Management Information on a monthly basis.

Information may include sales reports, delivery and quality performance reports, query invoice reports, rebate/commission payments, account management, sustainability and customer complaint reports.

Management Information must be received from the Provider on a monthly basis, the exact date will be agreed with the Provider prior to the start of the Contract.

The Management information shall include but not be limited to:

1. Cost and Consumption Report
 - Customer name
 - Site name and address
 - SPID number
 - Meter Type
 - Meter Size
 - Consumption
 - Billing period start date
 - Billing period end date
 - total amount billed
 - VAT level(s) applied (if applicable)
2. Other Management Information
 - number of live SPIDs
 - accounts billed
 - number of Sites added/removed in previous period

- unbilled accounts and reason for non-bill
- Customer debt
- Customer queries outstanding and closed
- Site works
- new connections
- disconnections
- annual report on volume by SPID
- spend with sub-contractors in connection with the delivery of the Framework
- fair work matters, including payment of living wage, zero hours contracts and other sustainability and social value requirements in line with the requirements of the CIPS Corporate Ethics register

The information supplied will be used to track performance against the Key Performance Indicators (KPI's) of the Contract.

Customer Service

Customer Service calls to the Provider by Customers must not be charged at more than a standard call rate (for the avoidance of doubt premium rate telephone numbers must not be used). Customer Service functions must operate as a minimum from 09:00 until 17:00 Monday to Friday, excluding public holidays.

Emergency call numbers must be charged at no more than standard rates.

All personnel answering customer service calls must have the relevant skills to effectively manage relations between the Provider and the Framework Manager and any Contracting Authorities using this Framework Agreement.

The Provider must have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints.

The complaints procedure must meet the following minimum standards:

- All complaints shall be logged and acknowledged within twenty-four (24) hours of receipt;
- All complaints pertaining to issues within the Providers' control shall be resolved within five (5) working days of the original complaint being made unless otherwise agreed with the Contracting Authority and Inspired Energy;
- All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint. These records will be reviewed at each Contract Review meeting and may form the basis of further Provider management activities; and
- An escalation route must be in place for any complaints that have not been resolved within the specified timescales.

Where the Provider guarantees higher standards than any of those above, adherence to the higher standard shall be a condition of any Contract.

Water Quality

The Provider will represent the interests of Contracting Authorities using this Framework to ensure Wholesalers comply with statutory requirements to provide high quality, continuous provision of water supply.

Waste-waste and sewerage disposal

The Provider will ensure safe and reliable access to 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.

Charges for sewerage services shall be based on the amount (and strength for trade effluent) discharged only.

The Provider will determine relevant surface water drainage and highway drainage charges for each Contracting Authority's sites. The charges will be agreed with the Wholesaler and may be reviewed from time to time as building use changes. The Provider shall represent the Contracting Authorities in ensuring the Wholesaler continuously provides sewerage services.

If a Contracting Authority challenges any Wholesaler charges at any time during the Call off Contract, the Provider must act on behalf of the Contracting Authority. Upon receipt of suitable supporting evidence, such challenge must be used to make representation to the Wholesaler and effect any arrangements for revised charging schemes or reimbursements where required.

Metering

The Provider must deliver an efficient and effective Meter Reading Service in accordance with the requirements of each Contracting Authority as stated at Contract Call Off.

The Provider will accept manual and automated meter readings from Contracting Authorities. Where customers elect to install Automated Meter Reading equipment via a third party metering or data-logging provider, the Provider shall accept and liaise with the provider of Automated Meter Reading Services to ensure receipt and validation of data. Automated Meter Readings must be used for billing purposes except where the Provider can evidence to the satisfaction of the Contracting Authority that reads are corrupted.

The Provider may include the provision and installation of Automatic Meter Reading equipment as part of their service delivery under the Call off Contracts.

Meter installation/removal/resizing/accuracy tests

The Provider will liaise with the Wholesaler on behalf of the Contracting Authority to ensure water meters are installed that are functional and correct to the volume and type of consumption required by the Contracting Authority.

Site Additions, Deletions and Changes of Tenancy

The Provider will ensure an efficient, effective and transparent process for carrying out site additions, deletions and transfers to and from Contracting Authorities' portfolios.

Portfolios must be maintained according to Contracting Authorities' requirements and in line with the relevant Market Codes.

Switching

Once Registered as a Contracting Authority's supplier, the Provider may (to the extent permissible) prevent the Contracting Authority from trying to take Water Retail Services from another supplier or another supplier from trying to Register the Contracting Authority at any Site covered by this Framework Agreement if:

- (a) changing (or attempting to change) supplier would put the Contracting Authority in breach of any of the Clauses of the Contract; or
- (b) the Contracting Authority has not paid all the charges due under the Contract even if the Contract has ended; or
- (c) the new supplier agrees with the Supplier that the application for the transfer was started in error; or
- (d) in the case of water and waste water services the transfer does not include the simultaneous transfer of all related Connection Points that need to be transferred together.

Where the Contracting Authority wishes to transfer to a new supplier and the Provider has no reason to object to such transfer as outlined above, the Provider will take steps reasonably necessary to assist the Contracting Authority in such transfer.

Invoicing

The Provider will offer and operate a range of billing services, formats and invoice frequencies to Contracting Authorities. The preferred format for each Contracting Authority will be defined at Call Off stage.

The Provider will offer and Contracting Authorities may request billing in csv, excel, pdf or electronic billing formats including tradacoms and Electronic Data Interchange (EDI).

The Provider will offer and Contracting Authorities may request consolidated and statement billing as well as individual invoices sent direct to site.

Invoices must be issued to the Contracting Authority within one calendar month of the billing cycle end date.

Where a Contracting Authority site is fitted with smart meter or automatic meter reading capabilities, meter readings obtained from these devices must be used to prepare the invoice.

Where sites are not fitted with smart meter or automatic meter reading capabilities, the Provider will accept the Contracting Authority's own meter reads wherever provided. Details such as specific format or required dates of submission will be agreed in advance of each Call Off Contract start date.

If a meter read is not used, or an AMR read fails, the Contracting Authority and Inspired Energy must be alerted at the earliest possibility.

Invoices must detail individual line entries to identify costs for each item included e.g. wholesale costs (supply, sewerage, and drainage), retailer costs, rebate fees, credit notes etc.

The price to Contracting Authorities will include the wholesale charges, retail charges, any metering or other third-party charges as applicable and margins (tendered). No other charges to Contracting Authorities will be permitted

All charges/prices must be expressed in pounds sterling and should be exclusive of VAT, all pricing information will form the basis of any resultant Framework Agreement.

Where a change in policy, Wholesaler or retailer charges results in a change to billing structure or formats, this must be alerted to the Framework Manager in a timely manner and clearly explained to the Contracting Authorities using the Framework Agreement prior to any changes appearing on Contracting Authority invoices.

Data Management

The Provider will deliver reports on account, consumption, metering and billing information in a format and frequency prescribed by each Contracting Authority at Call Off stage.

If a Contracting Authority's requirements for water related data reporting changes in response to a change in legislation or sector voluntary reporting requirements, The Provider will facilitate delivery of the information requested by the Contracting Authority.

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

- 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 multiple sites within a portfolio;
- Site list with information comprising but not limited to full address, meter details including meter supply point number, meter type and meter serial number.
- Provision of an online portal

The Provider will 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.

All Contracting Authority data must be made available to the Contracting Authority upon request.

Emergency Support

The Provider will, free of charge, represent the customer interests in the provision by the relevant Wholesaler of Emergency Contingency Plans for vulnerable sites upon request.

Vulnerable sites may include but are not limited to Hospitals, Prisons, Residential Homes and Schools as identified by Contracting Authorities at Call Off.

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

The Provider must give notice to Contracting Authorities for planned work which will cause interruptions to the provision of Services, with minimum timescales for such notice to be agreed at Call Off stage.

The Provider shall supply advice on emergency and contingency planning to all customers which require it. This may include but is not limited to:

- Provision of an emergency helpline, available twenty-four (24) hours, seven (7) days per week to help in the event of an emergency relating to the Services.
- The supply of an emergency plan to all sites, detailing the process each site should follow in the event of an emergency relating to the Services.
- The management of any planned works which arise following an emergency relating to the Services.

In the instance of interruption in an emergency the Provider will represent the Contracting Authority's interests to the Wholesaler ensuring the Wholesaler meets as a minimum their legal responsibilities to 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 standpipes.

Any water supplied in an alternative to piped supply must be supplied no additional cost to the Contracting Authority.

After twenty-four (24) hours of disruption a water supply in tankers may be installed to meet requirements.

Fire and Rescue Services

The Provider shall represent Contracting Authority interests to the relevant Wholesaler in carrying 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 and Rescue Services Act 2004 (and as amended).

Security

The Provider 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 as determined at Call Off.

Value for Money

The Provider shall ensure water is supplied to Contracting Authorities in the most economically efficient manner and at the most economically beneficial rates.

If any water is not supplied in this manner, Contracting Authorities will be entitled to recover from the Provider any excess or premium paid.

For the avoidance of doubt should the Provider identify a site for subsequent meter exchange or amendment and the Contracting Authority declines to have the change made the Provider shall not be liable for any additional costs incurred.

The Provider will honour tariff rates for the duration of the Call Off Contract. Where a Contracting Authority elects to install water saving and water conservation measures, whether as part of the Contract or with an alternative (third party) provider, the Contracting Authority must not suffer any adverse financial impacts on their water retail rates. Volumetric rates must be maintained at the level agreed at Contract Award and cannot be increased because of lower consumption.

Social Value

Under the Public Services (Social Value) Act 2012 and the Procurement Reform (Scotland) Act 2014, all Public Bodies have a duty to seek to use the tendering, award and delivery of contracts to aid in improving social impact and community benefits wherever possible.

The Provider will support the Framework Manager in maximising social value, as defined in the Public Services (Social Value) Act 2012, within Contracting Authorities' communities and regions through delivery of the services outlined in this specification.

The Provider will monitor and report to the Framework Manager and to Contracting Authorities on the social value outcomes delivered by the Provider through delivery of the services outlined in this specification.

The Provider will monitor and report to the Framework Manager on the social value outcomes delivered by the Provider across all Contracts called off from the Framework Agreement.

Delivery of social value commitments, and the monitoring and reporting of these outcomes must be achieved at no additional cost to the contract.

Lot 2 - Supply of Water and Waste-water Retail Services in Scotland

Introduction

Providers will supply Water and Waste-water Retail Services to eligible non-household customers in accordance with the Water Services etc. (Scotland) Act 2005 (and as amended).

Providers will supply Water and Waste-water Retail Services to eligible non-household customers in to at least the level of any default service standards set by the regulator, the Water Industry Commission for Scotland from time to time.

Providers will supply Water and Waste-water Retail Services to eligible non-household customers in accordance with applicable Market Codes.

Providers will supply account management services to the Framework Manager and to Contracting Authorities.

Providers will supply comprehensive and responsive customer services. Providers will answer queries from a customer accurately and promptly, and will monitor and assess the level of customer service performance against standards agreed for each Contract. Providers will review and conclude any issues arising as and when required by a customer.

Providers will support customers on all aspects of the water supply and sewerage services delivered by the Wholesaler and the Retailer (the Provider). A contracted Provider will be responsible for undertaking all relevant communication with the Wholesaler, on behalf of the Framework Manager and individual customers as part of the delivery of a Call Off contract. Providers will represent the interests of Contracting Authorities using this Framework to ensure the Wholesaler complies with its statutory requirements to provide high quality, continuous water supply.

Providers will 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. Associated services will include but not be limited to:

- Billing;
- Metering including, Meter Reading and acceptance of automatic meter reads
- Management of sites and meters (including new connections and switching);
- Meter installation/removal/resizing/accuracy tests;
- Data Management;
- Sewerage services including Trade Effluent;
- Emergency Contingency Planning to include 24/7 Emergency support

Water Supply and Sewerage Licence

The Provider must hold and maintain through the term of this Framework Agreement and any Call Off Contracts a valid General Licence for retail water services in Scotland formally granted by the Scottish regulator, the Water Industry Commission for Scotland (WICS), in accordance with the Water Services etc. (Scotland) Act 2005 (and as amended).

Guaranteed Standards of Service

The Provider must maintain throughout the term of this Framework Agreement and any Call Off Contracts, service levels to at least the level of any default service standards set from time to time by the regulator, the Water Industry Commission for Scotland. The Provider must co-operate with the customer and Inspired Energy, acting as the customer's agent, to process any applicable claims for compensation.

Water Market Codes

The Provider must meet the requirements of all applicable Market Codes, all applicable Code Subsidiary Documents, the Operational Code and of any code modifications or other Market Documents that may be approved by the Central Market Agency from time to time through the term of this Framework Agreement and any Call Off Contracts.

Wholesale Contract

The Provider must hold and maintain through the term of this Framework Agreement and any Call Off Contracts a Wholesale Contract with Scottish Water (the Wholesaler). The Provider must in its capacity as licensed water supply and sewerage retailer, honour and deliver in full the contractual requirements of each Wholesale Contract for Wholesale Services through the term of this Framework Agreement and any Call Off Contracts.

Data Protection

Providers must hold (or commit to obtain, prior to commencement of the Framework Agreement if awarded) Cyber Security Essentials accreditation.

Providers must be registered (or commit to register, prior to commencement of the Framework Agreement if awarded) with the Information Commissioner's Office as a Data Processor and furthermore commit to maintain registration throughout the life of the Framework Agreement and the period of all Contracts called off from the Framework Agreement.

Framework Account Management

The Provider, on appointment to the Framework, must inform the Framework Manager of the name and contact details (including email address and telephone number) of the Provider's nominated Framework Account Manager for this Framework Agreement.

The Framework Account Manager will manage the Framework Agreement and the relationship with the relevant organisations, providing appropriate updates at Customer Forums and retaining responsibility for meeting the Key Performance Indicator Measures and for ensuring that the Framework Manager is made aware of industry or organisational changes that may impact customers as soon as the Framework Account Manager becomes aware of the change.

The Framework Account Manager will be responsible for undertaking all relevant communication with the Wholesaler, on behalf of the Framework Manager.

The Framework Account Manager will have demonstrable relevant industry experience and where applicable will be supported by a team of experienced staff.

The standard of account management provision will be reviewed in each Annual Contract Review meeting and must be suitable to requirements of customers entering Call Off Contracts under this Framework Agreement.

In the event of the Framework Account Manager's unavailability, appropriate cover must be available. Staff assigned to cover the Framework Account Manager's duties must have appropriate delegated authority to ensure the service provision is not affected in a deleterious manner.

The Provider will be required to supply the Framework Manager with accurate Management Information on a monthly basis.

Information may include sales reports, delivery and quality performance reports, query invoice reports, rebate/commission payments, account management, sustainability and customer complaint reports.

Management Information must be received from the Provider on a monthly basis, the exact date will be agreed with the Provider prior to the start of the Framework Agreement.

The Management information shall include but not be limited to:

- number of live Supply Point Identifiers (SPIDs)
- accounts billed
- number of Sites added/removed in previous period
- unbilled accounts and reason for non-bill
- Customer debt
- Customer queries outstanding and closed
- Site works
- new connections
- disconnections
- annual report on volume by SPID
- spend with sub-contractors in connection with the delivery of the Framework
- fair work matters, including payment of living wage, zero hours contracts and other sustainability and social value requirements in line with the requirements of the CIPS Corporate Ethics register

The information supplied will be used to track performance against the Key Performance Indicators (KPI's) of the Framework Agreement.

Contract Account Management

For each Call-off Contract, the Contracting Authority will be provided with a named Contract Account Manager. This may be the same individual as the Framework Account Manager or another named individual within the Provider's customer service and account management function.

Contract Account Management performance must be suitable to the requirements of customers entering Call Off Contracts under this Framework Agreement.

The nominated Contract Account Manager shall have demonstrable relevant industry experience and where applicable will be supported by a team of experienced customer service employees.

The Contract Account Manager will be responsible for ensuring that Contracts are performed in accordance with agreed Key Performance Indicators.

The Contract Account Manager will support customers in delivering the service, answering queries, dealing with complaints, providing technical support and seek to improve value for money.

The Contract Account Manager shall provide support to the customer on all aspects of the water supply and sewerage services delivered by the Wholesaler and the Retailer (the Provider). The Contract Account Manager will be responsible for undertaking all relevant communication with the relevant Wholesaler, on behalf of Contracting Authorities as part of the delivery of a Call Off Contract. There will be no requirement for any Contracting Authority to communicate directly with the Wholesaler.

Contract account management performance will be reviewed in each Annual Contract Review meeting.

In the event of the Contract Account Manager's unavailability, appropriate cover shall be arranged. Staff assigned to cover the Contract Account Manager's duties must have appropriate delegated authority to ensure the service provision is not affected in a deleterious manner.

The Provider will be required to supply the Contracting Authority with accurate Management Information on a monthly basis.

Information may include sales reports, delivery and quality performance reports, query invoice reports, rebate/commission payments, account management, sustainability and customer complaint reports.

Management Information must be received from the Provider on a monthly basis, the exact date will be agreed with the Provider prior to the start of the Contract.

The Management information shall include but not be limited to:

1. Cost and Consumption Report
 - Customer name
 - Site name and address
 - SPID number
 - Meter Type
 - Meter Size
 - Consumption
 - Billing period start date
 - Billing period end date
 - total amount billed
 - VAT level(s) applied (if applicable)
2. Other Management Information
 - number of live SPIDs
 - accounts billed
 - number of Sites added/removed in previous period
 - unbilled accounts and reason for non-bill
 - Customer debt
 - Customer queries outstanding and closed
 - Site works
 - new connections
 - disconnections

- annual report on volume by SPID
- spend with sub-contractors in connection with the delivery of the Framework
- fair work matters, including payment of living wage, zero hours contracts and other sustainability and social value requirements in line with the requirements of the CIPS Corporate Ethics register

The information supplied will be used to track performance against the Key Performance Indicators (KPI's) of the Contract.

Customer Service

Customer Service calls to the Provider by Customers must not be charged at more than a standard call rate (for the avoidance of doubt premium rate telephone numbers must not be used). Customer Service functions must operate as a minimum from 09:00 until 17:00 Monday to Friday, excluding public holidays.

Emergency call numbers must be charged at no more than standard rates.

All personnel answering customer service calls must have the relevant skills to effectively manage relations between the Provider and the Framework Manager and any Contracting Authorities using this Framework Agreement.

The Provider must have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints.

The complaints procedure must meet the following minimum standards:

- All complaints shall be logged and acknowledged within twenty-four (24) hours of receipt;
- All complaints pertaining to issues within the Providers' control shall be resolved within five (5) working days of the original complaint being made unless otherwise agreed with the Contracting Authority and Inspired Energy;
- All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint. These records will be reviewed at each Contract Review meeting and may form the basis of further Provider management activities; and
- An escalation route must be in place for any complaints that have not been resolved within the specified timescales.

Where the Provider guarantees higher standards than any of those above, adherence to the higher standard shall be a condition of any Contract.

Water Quality

The Provider will represent the interests of Contracting Authorities using this Framework to ensure the Wholesaler complies with statutory requirements to provide high quality, continuous provision of water supply.

Waste-waste and sewerage disposal

The Provider will ensure safe and reliable access to 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.

Charges for sewerage services shall be based on the amount (and strength for trade effluent) discharged only.

The Provider will determine relevant surface water drainage and highway drainage charges for each Contracting Authority's sites. The charges will be agreed with the Wholesaler and may be reviewed from time to time as building use changes. The Provider shall represent the Contracting Authorities in ensuring the Wholesaler continuously provides sewerage services.

If a Contracting Authority challenges any Wholesaler charges at any time during the Call off Contract, the Provider must act on behalf of the Contracting Authority. Upon receipt of suitable supporting evidence, such challenge must be used to make representation to the Wholesaler and effect any arrangements for revised charging schemes or reimbursements where required.

Metering

The Provider must deliver an efficient and effective Meter Reading Service in accordance with the requirements of each Contracting Authority as stated at Contract Call Off.

The Provider will accept manual and automated meter readings from Contracting Authorities. Where customers elect to install Automated Meter Reading equipment via a third party metering or data-logging provider, the Provider shall accept and liaise with the provider of Automated Meter Reading Services to ensure receipt and validation of data. Automated Meter Readings must be used for billing purposes except where the Provider can evidence to the satisfaction of the Contracting Authority that reads are corrupted.

The Provider may include the provision and installation of Automatic Meter Reading equipment as part of their service delivery under the Call off Contracts.

Meter installation/removal/resizing/accuracy tests

The Provider will liaise with the Wholesaler on behalf of the Contracting Authority to ensure water meters are installed that are functional and correct to the volume and type of consumption required by the Contracting Authority.

Site Additions, Deletions and Changes of Tenancy

The Provider will ensure an efficient, effective and transparent process for carrying out site additions, deletions and transfers to and from Contracting Authorities' portfolios.

Portfolios must be maintained according to Contracting Authorities' requirements and in line with the relevant Market Codes.

Switching

Once Registered as a Contracting Authority's supplier, the Provider may (to the extent permissible) prevent the Contracting Authority from trying to take Water Retail Services from another supplier or another supplier from trying to Register the Contracting Authority at any Site covered by this Framework Agreement if:

- (a) changing (or attempting to change) supplier would put the Contracting Authority in breach of any of the Clauses of the Contract; or
- (b) the Contracting Authority has not paid all the charges due under the Contract even if the Contract has ended; or
- (c) the new supplier agrees with the Supplier that the application for the transfer was started in error; or
- (d) in the case of water and waste water services the transfer does not include the simultaneous transfer of all related Connection Points that need to be transferred together..

Where the Contracting Authority wishes to transfer to a new supplier and the Provider has no reason to object to such transfer as outlined above, the Provider will take steps reasonably necessary to assist the Contracting Authority in such transfer.

Invoicing

The Provider will offer and operate a range of billing services, formats and invoice frequencies to Contracting Authorities. The preferred format for each Contracting Authority will be defined at Call Off stage.

The Provider will offer and Contracting Authorities may request billing in csv, excel, pdf or electronic billing formats including tradacoms and Electronic Data Interchange (EDI).

The Provider will offer and Contracting Authorities may request consolidated and statement billing as well as individual invoices sent direct to site.

Invoices must be issued to the Contracting Authority within one calendar month of the billing cycle end date.

Where a Contracting Authority site is fitted with smart meter or automatic meter reading capabilities, meter readings obtained from these devices must be used to prepare the invoice.

Where sites are not fitted with smart meter or automatic meter reading capabilities, the Provider will accept the Contracting Authority's own meter reads wherever provided. Details such as specific format or required dates of submission will be agreed in advance of each Call Off Contract start date.

If a meter read is not used, or an AMR read fails, the Contracting Authority and Inspired Energy must be alerted at the earliest possibility.

Invoices must detail individual line entries to identify costs for each item included e.g. wholesale costs (supply, sewerage, and drainage), retailer costs, rebate fees, credit notes etc.

The price to Contracting Authorities will include the wholesale charges, retail charges, any metering or other third-party charges as applicable and margins (tendered). No other charges to Contracting Authorities will be permitted

All charges/prices must be expressed in pounds sterling and should be exclusive of VAT, all pricing information will form the basis of any resultant Framework Agreement.

Where a change in policy, Wholesaler or retailer charges results in a change to billing structure or formats, this must be alerted to the Framework Manager in a timely manner and clearly explained to the Contracting Authorities using the Framework Agreement prior to any changes appearing on Contracting Authority invoices.

Data Management

The Provider will deliver reports on account, consumption, metering and billing information in a format and frequency prescribed by each Contracting Authority at Call Off stage.

If a Contracting Authority's requirements for water related data reporting changes in response to a change in legislation or sector voluntary reporting requirements, The Provider will facilitate delivery of the information requested by the Contracting Authority.

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

- 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 multiple sites within a portfolio;
- Site list with information comprising but not limited to full address, meter details including meter supply point number, meter type and meter serial number.
- Provision of an online portal

The Provider will 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.

All Contracting Authority data must be made available to the Contracting Authority upon request.

Emergency Support

The Provider will, free of charge, represent the customer interests in the provision by the Wholesaler of Emergency Contingency Plans for vulnerable sites upon request.

Vulnerable sites may include but are not limited to Hospitals, Prisons, Residential Homes and Schools as identified by Contracting Authorities at Call Off.

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

The Provider must give notice to Contracting Authorities for planned work which will cause interruptions to the provision of Services, with minimum timescales for such notice to be agreed at Call Off stage.

The Provider shall supply advice on emergency and contingency planning to all customers which require it. This may include but is not limited to:

- Provision of an emergency helpline, available twenty-four (24) hours, seven (7) days per week to help in the event of an emergency relating to the Services.
- The supply of an emergency plan to all sites, detailing the process each site should follow in the event of an emergency relating to the Services.
- The management of any planned works which arise following an emergency relating to the Services.

In the instance of interruption in an emergency the Provider will represent the Contracting Authority's interests to the Wholesaler ensuring the Wholesaler meets as a minimum their legal responsibilities to 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 standpipes.

Any water supplied in an alternative to piped supply must be supplied no additional cost to the Contracting Authority

After twenty-four (24) hours of disruption a water supply in tankers may be installed to meet requirements.

Fire and Rescue Services

The Provider shall represent Contracting Authority interests to the Wholesaler in carrying out its duty to supply water for use by the Fire and Rescue Authorities in accordance with the provisions held within the Water Services etc. (Scotland) Act 2005 and The Fire (Scotland) Act 2005 (and as amended).

Security

The Provider 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 as determined at Call Off.

Value for Money

The Provider shall ensure water is supplied to Contracting Authorities in the most economically efficient manner and at the most economically beneficial rates.

If any water is not supplied in this manner, Contracting Authorities will be entitled to recover from the Provider any excess or premium paid.

For the avoidance of doubt should the Provider identify a site for subsequent meter exchange or amendment and the Contracting Authority declines to have the change made the Provider shall not be liable for any additional costs incurred.

The Provider will honour tariff rates for the duration of the Call Off Contract. Where a Contracting Authority elects to install water saving and water conservation measures, whether as part of the Contract or with an alternative (third party) provider, the Contracting Authority must not suffer any adverse financial impacts on their water retail rates. Volumetric rates must be maintained at the level agreed at Contract Award and cannot be increased because of lower consumption.

Social Value

Under the Procurement Reform (Scotland) Act 2014, all Public Bodies have a duty to seek to use the tendering, award and delivery of contracts to aid in improving social impact and community benefits wherever possible.

The Provider will support the Framework Manager in maximising social value, as defined in the Procurement Reform (Scotland) Act 2014, within Contracting Authorities' communities and regions through delivery of the services outlined in this specification.

The Provider will monitor and report to the Framework Manager and to Contracting Authorities on the social value outcomes delivered by the Provider through delivery of the services outlined in this specification.

The Provider will monitor and report to the Framework Manager on the social value outcomes delivered by the Provider across all Contracts called off from the Framework Agreement.

Delivery of social value commitments, and the monitoring and reporting of these outcomes must be achieved at no additional cost to the contract.