

Clarification Questions and Answers - RM3809 DPS

Version 22

04/11/2019

Information which is new to this version will be highlighted in YELLOW. Previously answered questions will be shaded BLUE

IMPORTANT NOTICE - Please note question 46 response has been amended

Question Number	Question Classification	Date	Question	Published Response	Date Answered	Version No.
FAQ1	DPS SQ - Contract Pad	-	How do I provide my Contract Pad if I do not wish to use the Template Contract Pads within the Application Pack?	<p>Applicant's can use their own Contract Pad during the first 12 months only, following the Commencement Date of this DPS (i.e. 12 months from 23rd August 2018).</p> <p>The applicant shall provide their Contract Pad to the Authority at the same time as their Request to Participate in this DPS.</p> <p>The applicant can send the PDF of their Contract Pad they wish to use to: ussdps@gemserv.com</p>	8/8/2018	1
1	DPS SQ - Question process	06/08/2018	We have registered via the portal in order to potentially participate, however we see that we have to respond Yes to the second question regarding the Agreement and it appears that until we do this we cannot progress further with the process including seeing the Selection Questionnaire. The Agreement is a substantial (81 pages) document so while we are still working through it, is it possible to select Yes to that specific question so that we can see the questionnaire any other requirements but still reserve the right not to participate once we have finished going through the agreement should there be any issues with the Agreement?	<p>Yes, it is possible to select 'yes' to question 1.1.3 and still reserve the right to decline to participate in the DPS Agreement.</p> <p>For the avoidance of doubt, the duly authorised representative is required to declare acceptance of the Terms and Conditions of the DPS agreements in Part 9. It is this declaration that forms the DPS agreement between the Authority and the Supplier.</p> <p>Applicants shall note that the full set of the DPS SQ questions is contained within the Application Pack at the following address: - https://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/Utilities-switching-services</p>	8/8/2018	1
2	DPS - Lot 5	08/08/2018	Hi, I would like to register [Supplier] for the Utilities Switching Services in Lot 5. Unfortunately, I could not select this option in the questionnaire. Can you advise when this will be possible?	Throughout the term of the agreement consideration will be looked at for Lots 3,4,5 & 6. If progress has been made towards any of these Lots where they become an addition to Lots 1&2 then this would be made available for suppliers for participation. This is detailed within the Customer Needs (Supplier Specification) point 4.2.1.	10/8/2018	2
3	DPS Platform	09/08/2018	Please could you provide a copy of the Platform Access Term that we will need to sign up to in relation to the above scheme?	We cannot provide them at this time as they are still in draft form, however they will be available on the appointed technology supplier's website soon. A link to these will be provided to Suppliers as they become available. Suppliers are expected to take account of these terms by adjusting their pricing accordingly once they become available.	10/8/2018	2
4	Time scale	17/08/2018	Are we still able to join the DPS after it becomes available to Calls for Competition or is there a cut off date when suppliers will no longer be accepted?	This will not create any issues as you are able to apply to join the DPS Agreement RM3809 at any point during the duration of the DPS Agreement.	23/8/2018	3

5	Switches	17/08/2018	<p>Are you able to advise if many Suppliers have registered and if there have been many “switches”?</p> <p>Can you also advise the Switching fee that is applicable to USS DPS provider?</p>	<p>We are not able to advise as to the number of Suppliers who have registered so far but we can confirm that there have been no 'switches' as yet, as the DPS Agreement is not yet open to Contracting Authorities to call for competition until after 23:59hours on 22nd August 2018.</p> <p>The switching fee will be detailed within the T&C's from Gemserv, CCS do not manage the circulation of this information to suppliers.</p>	23/8/2018	3
6	DPS Agreement clause 4.2	22.08.18	<p>Explanation of the clause 4.2 "the customer shall choose the cheapest tariff/supplier"</p>	<p>Customers can select another option that is not the most competitive priced. In this case, a 'pop up' message will appear advising them that their choice is not the most competitive priced tariff available and asking whether they wish to proceed. The Customer can then choose to continue with their choice or go back and opt for the most competitive priced tariff.</p>	23/8/2018	3
7	Specific agreement questions	04/09/2018	<p>1.11.1 Do you intend to use key subcontractors to help you deliver the requirements? Many UK energy suppliers outsource some aspects of their business to industry service providers – registration and market messaging for example. And many also use third party software. Are you expecting us to include who we use in our bid?</p> <p>1.16.4 Are you registered with the appropriate professional or trade registers specified for this procurement in the state where your organisation is established? Can you explain what this means – for example does it mean are we registered with Ofgem to be a supplier.</p> <p>1.18.1 For procurements for services, is it a legal requirement in the state where you are established for you to: possess a particular authorisation, or be a member of a particular organisation, to provide the requirements specified in this procurement? Again can you explain what this means – for example does it mean are we registered with Ofgem to be a supplier.</p>	<p>1.11.1. The subcontractors that need to be listed would be identified by the awarded supplier on the DPS as a key part of the delivery of the service for a customer and failure of a particular subcontractor would result in a risk to the customer for their ongoing services</p> <p>1.16.4. This would be the Ofgem licence number</p> <p>1.18.1. If the services you provide require you to possess a particular authorisation or be a member professional body in order to provide that service in your country, then you would select yes and provide details of that body, for example 'Ofgem' for UK suppliers of this service.</p>	13/9/2018	4
8	Penetration testing	04/09/2018	<p>Can you clarify specifically which elements of infrastructure you require penetration testing under question 1.27.7 in Part 8 of the Supplier Questionnaire?</p>	<p>The penetration testing would involve assessing that all elements of the DPS platform and information exchanges with both supplier and customer to ensure that they are both secure and have incorporated all relevant HMG and NCSC guidance. In addition the security test shall also confirm that there are no vulnerabilities present in the implemented solution. Any such test shall be undertaken by a certified third party under either the NCSC CHECK scheme (https://www.ncsc.gov.uk/scheme/penetration-testing) or by a CREST certified individual (https://www.crest-approved.org)</p>	13/9/2018	4

9	Agreement timescale	05/09/2018	Can you confirm that the Agreement will be deemed to be in force from August 23rd 2018 even if it is signed after the date and, if so, explain how this will work in practice? Will all obligations on the supplier apply retrospectively?	The DPS will be live from the 23rd August 2018 for the 4yr term and agreements between a supplier and customer will come into place anytime after this date. The period of the agreement will be specified by the customer.	13/9/2018	4
10	Platform	05/09/2018	Will the DPS have the ability to separate supplies in Northern Ireland from those in England/Scotland/Wales as it currently only refers to the United Kingdom?	The DPS will not be able to identify supplies in Northern Ireland from those in England/Scotland/Wales as stated its UK wide	13/9/2018	4
11	Agreement T&C	05/09/2018	Can you confirm that the Supplier will have no right, other than for Force Majeure, to terminate the Agreement?	We can confirm that as per Clause 9 of the DPS Agreement - Termination and Suspension, that the Supplier will have no other right to terminate the Agreement, except for Clause 9.13 - Termination for continuing Force Majeure Event	18/9/2018	5
12	Non defined terms	05/09/2018	There are a number of terms that are used in the Agreement but not defined. Please can you provide an updated Agreement with all terms defined.	In response to your question raised regarding defined terms, CCS can confirm that the following terms have now been defined, and will be included in the DPS Agreement for RM3809 and published via the following URL address: https://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/Utilities-switching-services as v.3: <ul style="list-style-type: none"> - Balancing and Settlement Code (BSC) - Uniform Network Code - Contract Pad CCS can confirm 'Project Specification' has been undefined, as this reference was defined in error.	18/9/2018	5
13	CCS use of agreement	05/09/2018	Can you confirm that CCS will also be using the DPS to procure Utilities Services?	The DPS has been developed for customers to use to procure new energy agreements by switching supplier based on their order requirements. At this stage there is no requirement for CCS to utilise it.	13/9/2018	4
14	Platform	05/09/2018	As suggested by the response to question 6 in Clarification Log, can you confirm whether the Customer will see multiple Suppliers prices like a normal switching service or just the lowest?	Customers will see multiple supplier prices.	13/9/2018	4
15	Agreement documents	05/09/2018	There are a number of items, including the Platform Access Terms & Customer Needs, that are clearly intended to be a binding and material part of the Agreement yet have not been provided at this stage. Can you confirm when these items will be made available?	The Customer Needs document has already been provided and is entitled RM3809 Utilities Switching Services - Customer Needs v1 and is contained in the Application Pack. Regarding the Platform Access Terms please refer to the response provided to Clarification Question Number 3	18/9/2018	5
16	Clause 9.2.7	05/09/2018	Can you confirm that if the Supplier does not agree to any variations to the Agreement that CCS proposes as per clause 11.2 then CCS has the right to terminate the DPS Agreement and, more importantly, the Customers can terminate all Utilities Services Contracts as per clause 9.2.7?	Crown Commercial Service (CCS) can confirm that in the event that a supplier does not agree to a variation(s) as detailed in clause 11.2, CCS may give written notice to the Supplier to terminate the DPS Agreement. Additionally, and in accordance with clause 9.2 - CCS may terminate this DPS Agreement and a Customer may terminate any Contract for material Default at any time if the Parties fail to agree a variation in accordance with Clause 11.2 (Variations to the DPS).	13/9/2018	4

17	Clause 14.4	05/09/2018	Can you confirm whether CCS will provide a Letter of Authority from the Customer if it exercises its right to act as Agent under clause 14.4?	Crown Commercial Service (CCS) can confirm that in the event that the customer requests for CCS to act as an Agent or Trustee as detailed in clause 14.4, appropriate means of correspondence will be provided by the customer to the supplier to confirm such changes.	13/9/2018	4
18	Managing dispute	05/09/2018	Can you provide the reasons that CCS may consider a dispute is not suitable for either mediation or arbitration and what the process for resolving the dispute will be in the latter case as there is no next step as currently drafted?	CCS can confirm the reasons that both mediation and arbitration methodologies may not be suitable to support a dispute in relation to a DPS Agreement, are determined on a case by case basis and will be communicated by CCS between the parties, including next steps. Revised Response: The dispute resolution process stated should be followed for all disputes. The sentence "unless CCS considers that the dispute is not suitable for resolution by mediation" will be removed.	20/12/2018	16
19	Schedule 4	05/09/2018	Can you clarify the criteria in Schedule 4 that will be used to determine whether terms offer a "better commercial position"?	CCS have reviewed your comments and can confirm that this Clause 4 of DPS Schedule 4 will be removed.	18/9/2018	5
20	Schedule 8	05/09/2018	Can you explain the inclusion of clauses 2.7.1 and 2.7.3 in Schedule 8 when there is no specified requirement in the Agreement on the Supplier in relation to these two clauses?	2.7.1 - CCS will have supplier meetings to look at the DPS performance and discuss with the supplier how their agreements are running and feedback. These meetings will be annually. 2.7.3 - Engage with the supplier on the industry and where the DPS sits from a commercial perspective and understand customer agreements in place	13/9/2018	4
21	Anonymised information	05/09/2018	Can you explain why CCS need to see anonymised information relating to utility supplies to a Customer even when the Contract was not concluded through the DPS?	CCS will receive monthly MI once a customer has placed an agreement through the DPS as per template withn the application pack. CCS may also request information on MI templates used outside of the DPS as part MI development going forward. CCS want to ensure we are constantly engaged with suppliers to work together and these discussions will contribute to this.	18/9/2018	5
22	Schedule 4	05/09/2018	Can you confirm that you will be providing a Micro-Business appropriate version of the clauses from the Agreement that take precedence over the Supplier's Terms & Conditions as per Schedule 4?	CCS can confirm that there will be no additional documents provided to detail which clauses from the DPS Agreement take precedence over the Contract Terms (Schedule 4). Any such clauses will be determined on a case by case basis where required and will be communicated to the parties by CCS.	18/9/2018	5
23	T&C Amendment	13/09/2018	N/A	Agreement terms have been updated on the 07.09.18 and are located within the CCS website and contracts finder titled 'RM3809 - Utilities Switching Services Dynamic Purchasing System Agreement v2'. Also supplied is a summary of what the amends are on a separate document titled 'RM3809 - UPDATE OVERVIEW_ 'Utilities Switching Services Dynamic Purchasing System Agreement' now is v2	13/9/2018	4

24	Insurance	12/09/2018	Is it possible to register while we sort out the insurance in parallel?	Once you submit your application, there is a defined time period within which the application needs to be reviewed and a decision made as to whether the application passes all the criteria. Therefore, if you think you will have your insurance in place within the next 5 working days, then please submit your application and we can begin reviewing it. However, if you think it will take longer to get your insurance, then it is better to wait before submitting otherwise your application may fail and you will have to resubmit.	13/9/2018	4
25	Non defined terms	20/09/2018	Continuation of question 12 above Undefined terms; Mandatory Requirements - 2.3.4 Framework Tender - Schedule 4.4	In response to your question raised regarding defined terms, CCS can confirm that the following term has now been defined, and will be included in the DPS Agreement for RM3809 and published via the following URL address: https://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/Utilities-switching-services as v.3: - Mandatory Requirements - Are the service requirements as detailed in paragraph 4 and its sub paragraphs contained within the Customer Needs document. - Framework Tender - regarding your query on the definition of 'Framework Tender' - please see the response to Clarification Question 19, this wording has now been removed.	28/9/2018	6
26	Insurance	20/09/2018	Can you explain why you need PI insurance and what situations you want it to cover. Also it's a pass/fail question but if you fail us on another question then we are faced with the cost of putting it in place and then not needing it so can you confirm that you can waive the need to buy it until we know we have passed on your other criteria.	We can confirm that Professional Indemnity Insurance has been removed from the Selection Questionnaire and is no longer a requirement. The Selection Questionnaire has been updated on the DPS and a new PDF version created within the application pack excluding Professional Indemnity Insurance.	18/10/2018	7
27	Apprenticeship Scheme	20/09/2018	We don't currently operate an apprenticeship scheme and whilst this may be something we may do in the future we hadn't planned to offer one in the immediate future as its time consuming and costly to put in place for a smaller supplier like us. As it's a pass/fail question if you fail us on another question then we are faced with the cost of putting it in place so can you confirm that you can waive the need to put this in place until we know we have passed on your other criteria.	We can confirm that the Selection Questionnaire has been updated to reflect amendments with the Apprenticeships question, and this is now not a Pass/Fail question. The Supplier selects the appropriate box and could be requested to provide evidence if they have contracts above £10m. We were unable to add in a N/A box but the application pack has been updated with a new PDF version.	18/10/2018	7
28	T&Cs	25/09/2018	Can you specifically explain the reason why there is the requirement to impose an additional 15 pages of CCS' terms & conditions from the DPS Agreement on top of the contract pad and the supplier's terms & conditions, which are currently accepted by a large number of customers without alteration?	This issue has been addressed as part of the revision of the Terms and Conditions and is detailed in the revised Terms and Conditions v3 document.	18/10/2018	7
29	Clause 9.2.10	25/09/2018	Can you specifically explain what an "MI default", as per clause 9.2.10, is and why you believe this constitutes a DPS and Contract termination event?	Please refer to DPS Schedule 1 - Definitions and Interpretations as MI Default is a defined term within this Schedule.	18/10/2018	7

30	Clause 9.2	25/09/2018	Can you specifically explain why under clause 9.20 the Customer is expected to only be liable for mark to market losses in the event of either a no cause termination or a Supplier termination due to a Customer breach and not any lost income or margin the Supplier will suffer as a result of the termination?	This issue has been addressed as part of the revision of the Terms and Conditions and is detailed in the revised Terms and Conditions v3 document.	18/10/2018	7
31	Clause 3.8	25/09/2018	Clause 3.8 of the DPS Agreement states that there is no promise or representation by CCS in respect of the value associated with the DPS Agreement, yet the PASS/FAIL obligation on Suppliers in Section 9 is based on an assumed value of the Agreement of over £10m. Can you explain this contradiction and confirm which is correct?	please refer to the response for Clarification Question 27.	18/10/2018	7
32	Clause 2.7.1	25/09/2018	Further to your response to question 20, clause 2.7.1 in Schedule 8 specifically refers to "... the Supplier's supply chain performance, and its usage of SMEs to supply and/or deliver goods and services". The Supplier's supply chain performance and any use of SMEs or otherwise are not relevant to the DPS Agreement so this should be removed. The same also applies to the reference to "... progress against Government efficiency targets" in clause 2.7.3.	In the event a Supplier specifies their Sub-Contractors in accordance with Attachment 6 - Sub-Contractor Details of the Bid pack and Clause 12.4 to Clause 12.9 of the DPS Agreement, Suppliers will be required to meet Clause 2.7.1 and Clause 2.7.3	18/10/2018	7
33	Further to answer 9 above	25/09/2018	Further to your response to question 9, you have not clarified how the contract will function when signed in arrears and what obligations would be placed on the Supplier retrospectively.	The supplier will sign the Agreement at the date they are appointed to join the DPS and this will not be the date the DPS was launched. The DPS Agreement is between the Supplier and CCS.	18/10/2018	7
34	Clause 3.6	25/09/2018	Further to your response to question 13, can you then clarify why clause 3.6 states "The DPS Agreement allows CCS and each Customer to order the Utilities Services from the Supplier in accordance with the Call for Competition Process through the platform"?	CCS can confirm we will not be using the DPS and the reference to this in Clause 3.6 has been updated to reflect this.	18/10/2018	7
35	Penetration testing	25/09/2018	Further to your response to question 8, can you clarify your statement regarding the penetration testing of the DPS platform and how this relates to the requirements on the Supplier? In addition, as far as we aware, the process for the Supplier to exchange information with the platform has not been fully defined or communicated as yet (surely it will make up part of the Platform Access Terms), so it is not possible to commit to that yet.	The CHECK requirement has been removed from Cyber Essentials as this was intended for the Plus version but for this DPS CCS are using the Basic Cyber Essentials. The Selection Questionnaire has been updated and a revised Selection Questionnaire PDF has been added to the application pack	18/10/2018	7
36	Commission	25/09/2018	What commissions will be payable to the Appointed Technology Provider and CCS upon the Supplier successfully acquiring a Customer through the Call for Competition Process? Will the Customer be made aware of these commissions when signing up to use the Portal?	The Appointed Technology Provider will be providing visibility of their Acceptance Terms w/c 01.10.18. The Acceptance Terms are between The Appointed Technology Provider and the Supplier. Any further information required on this please email ussdps@gemserv.com	18/10/2018	7

37	Cyber	18/10/2018	<p>I've had a quick scan over the T&Cs and there is no reference to cyber essentials anymore, is this required now or not?</p> <p>The charges (16. Charges Payable) are these just Gemserv's charges or do these incorporate CCS charges too?</p>	<p>The Platform Access Terms refer to use of the Supplier Portal and are separate to the CCS Terms and Conditions, hence why there is no mention of Cyber Essentials in these. Cyber Essentials remains a part of the DPS Agreement. Version 3 of the DPS Agreement has now been published and Clauses 7.49 and 7.51 outline the new Cyber Essentials requirements.</p> <p>The charges for Switching are Gemserv's as detailed within their Acceptance Terms. These charges are the only applicable ones for Suppliers upon a successful switch.</p>	19/10/2018	8
38	ISO 14001	18/10/2018	<p>We were recently due to proceed with ISO 14001 certification, but due to cost-benefit, our organisation has decided to delay this for another year.</p> <p>What is the minimum acceptable position for this? I note that 4.9.6 sets out the alternative, but within what time frame is this applicable?</p>	<p>If a supplier does not hold ISO14001 but has another nationally recognised equivalent accredited standard then please provide information and this can be assessed and decided at that point if an acceptable alternative.</p>	19/10/2018	8
39	Schedule 4	25/10/2018	<p>With reference to Schedule 4 of the DPS Agreement, please can you provide a copy of all the clauses listed under bullet point 2 "with the necessary changes made" so that it is clear how they will apply between the Customer and the Supplier as part of the Contract. As per the drafting in Schedule 4, they clearly take precedence over the Supplier's own Terms & Conditions but are currently in no way drafted for that purpose.</p>	<p>To review the full details of each clause detailed in point 2 of DPS Schedule 4 – Template Contract, please refer to each of the clause references within the DPS Agreement. All clauses listed in point 2 of DPS Schedule 4 – Template Contract; from clause 4 (award procedure) – clause 17.3 (Dispute Resolution) relate to the commercial DPS Agreement between CCS and the Supplier and therefore do not apply to the customer and supplier relationship. Schedule 2 (Specification) has not undergone any changes and therefore does impact on the contract between the customer and the supplier.</p>	26/10/2018	9
40	Cyber	25/10/2018	<p>Can you explain why the option to provide an evidence-based equivalent to the Cyber Essentials certificate has been removed from clause 7.49 in the latest draft of the DPS Agreement (V3)?</p>	<p>Cyber Essentials has been adjusted throughout the DPS. To confirm the requirement now is that a supplier has to achieve Cyber Essentials basic level within 12 months of a Suppliers first Call for Competition. If a Supplier has ISO27001 this would be acceptable and Cyber Essentials would not be a requirement.</p> <p>Revised Response - "In order to meet the Cyber Essentials requirement, Suppliers must, within 12 months of a Supplier's first Call for Competition, provide evidence of a valid Cyber Essentials Basic certificate, ISO 27001 accreditation or an evidence based equivalent to demonstrate it operates in line with Cyber Essentials"</p>	5/12/2018	13

41	T&Cs	26/10/2018	With regard to your response to question 22, can you clarify your answer stating the clauses will be determined on a case by case basis as it contradicts the wording in the DPS Agreement, which states that all of the listed clauses will be included in the Contract and take precedence over the Supplier Terms & Conditions?	To review the full details of each clause detailed in point 2 of DPS Schedule 4 – Template Contract, please refer to each of the clause references within the DPS Agreement. All clauses listed in point 2 of DPS Schedule 4 – Template Contract; from clause 4 (award procedure) – clause 17.3 (Dispute Resolution) relate to the commercial DPS Agreement between CCS and the Supplier and therefore do not apply to the customer and supplier relationship. Schedule 2 (Specification) has not undergone any changes and therefore does impact on the contract between the customer and the supplier.	2/11/2018	10
42	Order Options	31/10/2018	Are all the tariffs available to Buyers at first, and they are then able to refine the options based on Order Options? Or do they first have to specify their Order Options before seeing the applicable tariffs?	CCS can confirm that all tariffs are available first, provided the Supplier has opted to offer pricing to the type of organisation that the buyer is, so for example some suppliers might be happy to quote for schools, but not for health. The buyer can then refine their search options depending on their requirements.	2/11/2018	10
43	Price pop-up	31/10/2018	In the clarification document, q.6 the published response is 'Customers can select another option that is not the most competitive priced. In this case, a 'pop up' message will appear advising them that their choice is not the most competitive priced tariff available and asking whether they wish to proceed. The Customer can then choose to continue with their choice or go back and opt for the most competitive priced tariff.' - Please could you confirm if this pop-up still happens when a customer has selected the cheapest option of their filtered and refined tariffs but there is a cheaper option still outside of their refined selection? For example, if a customer refined the options to only see variable options, and selected the cheapest variable option, would a pop-up appear if there was a cheaper fixed option for them to choose from, even though they had excluded fixed tariffs?	CCS can confirm the answer is No, the message only appears when they do not select the cheapest price of the results being displayed	2/11/2018	10
44	Contract	31/10/2018	in attachment 2a and 3b, there's a standard contract pad to use for Gas and Electricity. Do we have to use this or can we use our own contract?	CCS can confirm that this has been updated and we are actually now requesting that suppliers use their own contract pads. As part of your application, we will ask you to provide via email into the USSDPS inbox your contract pads in pdf format, alongside your company logo and confirmation that you agree to the Platform Access Terms.	2/11/2018	10
45	KPI	31/10/2018	[Customer needs, 4.14.3.1] Please could you define the exact KPI each supplier will be measured on? I can only see that we are required to provide support to members between 9am-5pm - but what metric is used here?	CCS can confirm the KPI's for RM3809 are as detailed in Clause 4 and Clauses 6.23 through to 6.25 of the DPS Agreement and also in paragraph 4.14.1 and 4.17.1 of the Customer Needs document. CCS can confirm the KPI definition in Schedule 1 of the DPS Agreement shall be amended accordingly. CCS can confirm that there are no metrics to confirm KPI requirements.	2/11/2018	10

46	Customer Needs Para 4.13.1	02/11/2018	<p>In relation to Customer Needs V2 document. Can you explain why the onerous level of vetting specified in clause 4.13.1 is required for all personnel in relation to supplying electricity and/or gas to a customer via the DPS, including those who will just be pricing a customer or sending a bill electronically, as this is not something that we undertake as part of our everyday business and we would be very surprised if other suppliers did as well?"</p>	<p>The clause states suppliers shall be required to 'adhere to BS 7858: 2012 or equivalent unless otherwise specified by the customer'. This is a standard clause and will remain unchanged.</p> <p>It is a mandatory requirement across all departments and agencies, anyone employed by, or on behalf of, the department must have successfully been through the Baseline Personnel Security Standard (BPSS) process. This is the minimum level of assurance for all individuals entering employment with the Civil Service or obtaining access to any government 'assets'.</p> <p>So whilst the Utilities Switch Service Providers are not employed directly they do have access to HMG OFFICAL data and hence need to have BPSS checks performed.</p> <p>HMG OFFICAL DEFINITION: The majority of information that is created or processed by the public sector. This includes routine business operations and services, some of which could have damaging consequences if lost, stolen or published in the media, but are not subject to a heightened threat profile</p> <p>Supplier BS7858 is not a vetting standard but rather a set of security checks which should be performed when someone is recruited. Vetting from an HMG perspective is about CTC/SC or DV. BS7858 is not the only means to perform a set of recruitment checks which could be considered to be acceptable. A Supplier could get staff cleared under using the BPSS or potentially assured under a wider ISO27001 (if personnel security is within the scope of the certification).</p> <p>In terms of other standards, we have mentioned two which could be used and a Supplier can directly source a certification body who can undertake the necessary security checks. In terms of the checks needed there is a BPSS standard online which is used within Government https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf. This is basically the same as the checks required under the BS7858.</p>	15/1/2019	18
47	Customer Needs Para 14.1	02/11/2018	<p>Relating to the DPS Agreement V3: Can you clarify the drafting of clause 14.1 as there appears to be words missing between "...and Schedule 2 (Specification)..." and "...and confer benefits on Customers..."? As currently drafted it is not clear at all what the impact is of the referred to provisions.</p>	<p>CCS can confirm that this clause should read ".....Schedule 2 (Specification) (together "Third Party Provisions" confer benefits)" and that this will be amended in due course</p>	9/11/2018	11

48	Customer needs v2	02/11/2018	Relating to the Customer Needs V2: Can you confirm that the definition of "Customer", as currently drafted, only applies to a customer once they have undertaken a switch via the DPS? If this is the case, then how do all the agreements apply to them prior to that point as they will not be a "Customer"?	CCS can confirm the definition of Customer as detailed in the Customer Needs document 'means the public sector customer, or contracting authority buying the relevant utility via the Dynamic Purchasing System.' is correct and to avoid doubt a Customer would be any public sector organisation/Contracting Authority using this DPS Agreement irrespective of if they actually switch. Revised Response - "CCS can confirm that the definition of Customer in the DPS Agreement V3 document is the correct definition and that the definition in the Customer Needs document will be removed in due course"	5/12/2018	13
49	Customer Needs	02/11/2018	The definition of "You" is incorrect as it refers to "You" in the definition. Can you also confirm that "You" does not refer to a Supplier until the point they have successfully gained a customer via the DPS portal and that they are only "Suppliers" to that point and all terms in the document using "You" do not apply to a "Supplier".	CCS can confirm that the word 'You' should be removed from the definition as detailed in the Customer Needs document and will be amended in due course to read 'means a successful Supplier following Contract Award.' Revised Response : "CCS can confirm that the definition of the word 'You' shall be the same as the definition for 'Supplier' and that it refers to all Suppliers on the DPS regardless of whether they have entered into a contract with a Buyer or not. The Customer Needs document will be updated in due course"	5/12/2018	13
50	Customer Needs	02/11/2018	The document uses "We" and "Our" on a regular basis yet it is not clear who this refers to as CCS are the "Authority" and MUG/Gemserv are the "Appointed Technology Supplier". Please can you amend the use of "We" & "Our" or define accordingly.	Please refer to Paragraph 3 in the DPS Needs Document v2 as this states that 'When we use "CCS", "Authority" "we", "us" or "our" we mean Crown Commercial Service'.	9/11/2018	11
51	Definition	02/11/2018	"Previous Volume Requirements" is not defined	CCS can confirm that this is not a defined term.	9/11/2018	11
52	Customer Needs Para 4.1.9	02/11/2018	Clause 4.19 is too open-ended as drafted	CCS can confirm that paragraph 4.1.9 of the Customer Needs document is correct and will not be amended. Revised Response - "CCS can confirm that this paragraph will, in due course, be updated to read ""We may reasonably add requirements..."	5/12/2018	13
53	Customer Needs	02/11/2018	The clause labelled 1.1 after 4.14.1 is incorrect and should be deleted	CCS can confirm that this is an error and the paragraph numbered 1.1 following paragraph 4.14.1 will be removed.	9/11/2018	11
54	Customer Needs Para 4.8	02/11/2018	Clause 4.18 appears to just repeat clause 5.6 of the main DPS Agreement, which now states "... the Supplier shall reasonable endeavour to" therefore if clause 4.18 needs to remain in the Customer Needs document then it needs to have the same reasonable endeavour requirement added.	CCS can confirm at paragraph 4.18 of the Customer Needs 'there could be' provides the same meaning as 'shall reasonably endeavour to' and therefore will remain unchanged. Revised Response - "CCS can confirm that 4.18.1 will, in due course, be updated to read ""Listed below are Continuous Improvements which You shall reasonably endeavour to work with the Authority..."	5/12/2018	13
55	Definition	02/11/2018	"Applicant" is not defined	CCS can confirm that Applicant is defined and 'means the utilities suppliers invited to respond to this request to participate in the DPS via the Platform'. The definition is on page 6 of the Customer Needs document.	9/11/2018	11

56	Definition	02/11/2018	The definition of “Services” refers to Schedule 1 of the Contract, but if Contract is as defined in Schedule 4 of the DPS Agreement, then there doesn’t appear to be a Schedule 1	CCS can confirm that this should read Schedule 2 and will be amended in due course	9/11/2018	11
57	Multiple Clauses	02/11/2018	For the avoidance of doubt, clauses 4.3.1/4.4.1/4.5.1/4.6.1 should also include reference to “the Contract” as well.	CCS can confirm that paragraphs 4.3.1, 4.4.1, 4.5.1 and 4.6.1 form part of the specification which are incorporated into the DPS Agreement at DPS Schedule 2: RM3809 Utilities Switching Service – Customer Needs	23/11/2018	12
58	Schedule 6	07/11/2018	With reference to Schedule 6 of the DPS Agreement, can you confirm that there are no requirements within the DPS on maximum mark-ups, discounts, charge rates and fixed quotes?	CCS can confirm that maximum mark ups, discounts, charge rates and fixed quotes will only apply 'where applicable' as specified in DPS Schedule 6 - Annual Self Audit	23/11/2018	12
59	Clause 7.8	07/11/2018	Can you provide a definition of “reasonable costs” as used in clause 7.8 and “material Default” as used in clause 7.8.1?	CCS can confirm that both 'reasonable costs' and 'material Default' are not defined terms for this procurement	23/11/2018	12
60	Clause 7.2	09/11/2018	[DPS agreement] 7.20, CCS may disclose Supplier Confidential Information: 7.20.1. to any Central Government Body or other Customer, on the basis that the information may only be further disclosed to Central Government Bodies or other Customers; ' Could you please specify what Supplier Confidential Information (according to the definition in the agreement) you would share with a Customer, and when this occurrence would ever arise?	CCS can confirm that Clause 7.22 states the Confidential Information that CCS may disclose under Clause 7.20 includes any information relating to all Contracts, including service levels, pricing information (which includes information on prices tendered in a Call for Competition Procedure, even where such a Call for Competition Procedure does not result in the award of a Contract). The terms of any Contract under this DPS Agreement may be shared with any Central Government Body or Other Customer.	23/11/2018	12
61	Clause 3.15	09/11/2018	[DPS agreement], 3.15 The Supplier shall respond consistently, fairly and without discrimination to requests for assistance from any Supplier bidding for the Utilities Services.' Could you please specify what assistance one Supplier would be required to give to another Supplier? When dealing with switches of meter points from one supplier to another the normal process is for the customer to be the contact point between the suppliers, because of data protection purposes suppliers cannot communicate about the customer (e.g., in the case of switch objections).	The Supplier shall provide the Customer with all reasonable information and assistance to help with the procurement of services (including but not limited to information relating to historic usage). This is the case whether or not the Supplier is able to meet the Order Requirements of the Customer. The Supplier shall provide the relevant Customer for the Utilities Services with all reasonable information and assistance to: * carry out appropriate due diligence with respect to the provision of the Utilities Services; * effect a smooth transfer and/or inter-operation between the existing contract and the Utilities Services; * enable the Customer to carry out a fair Call for Competition Procedure for the Utilities Services, and * enable the Customer and any Supplier bidding for the Utilities Services to make a proper risk assessment.	23/11/2018	12

62	Clause 4.9.2	09/11/2018	<p>[Customer Needs] 4.9.2 Where the Customer has selected either supply of electricity with Renewable Source or [Government Green Label] the Supplier shall provide an annual summary at least once a year which includes copies of renewable energy certificates to the Customer via email'</p> <p>We already provide an annual 'Green Impact Report' for all our members so we are able to send this to all CCS members. However, providing copies of renewable energy certificates to our customers is problematic, as for gas we have many green gas certificates from our different green gas farms, and for electricity we have multiple REGOs codes which can be viewed on the Power Registry (which a customer wouldn't be able to access). Is there a solution we can get to on this?</p>	Suppliers will be required to provide customers with an annual renewable report, this will ideally be in the form of appropriate certificates however if another alternative is available this will be deemed acceptable.	7/12/2018	14
63	Data collection	09/11/2018	<p>[DPS Agreement] - Data; We consider ourselves the data controller with respect to any customers who switch to us, whether they come through this channel or another channel. This is because we determine the purposes and means of processing personal data.</p> <p>We would not consider ourselves data processors for the CCS or for Gemserv. Rather CCS or Gemserve are more likely to be data controllers themselves, as they control the information of the customers up to the point that they select us as their energy supplier. Can you confirm that that is also the position of CCS and Gemserv, as it is not clear to us in the CCS agreement?</p>	Please refer to the table contained within DPS Schedule 11 - Processing, Personal Data and Data Subjects which states a Processor is 'any other Party who is not the Controller of that Personal data'.	23/11/2018	12
64	Contract terms	21/11/2018	Can you confirm that there will be no ability for suppliers to use different contractual terms for Micro Businesses and non-Micro Businesses in spite of the clearly different regulatory requirements on suppliers relating to the former, including use of plain language, renewal notice obligations and a 12 month limit on back billing?	<p>CCS have reviewed the Supplier License conditions and more specifically conditions 7A and 7D. Our review has found that no terms within schedule 4 of the DPS Agreement contradict or overrule a Supplier's regulatory responsibilities.</p> <p>CCS carried out an extensive exercise with Government Legal Department, to simplify our contracts and make it easier for smaller businesses, to read and digest our terms and conditions. Please see link below for more information: https://www.gov.uk/government/news/simplified-public-sector-contract-cuts-red-tape-for-small-businesses</p>	25/1/2019	19
65	Customer Process	26/11/2018	<p>Good Morning,</p> <p>Can we please get confirmation of the customer journey by way of a process map or walkthrough document. We would like see what the customer sees from start to finish.</p>	Please note that a new Attachment 9 - Portal User Guide for Customers has been added to the Bid Pack, and is a document detailing the end to end customer journey.	14/12/2018	15

66	Further to Q54	28/11/2018	With regard to your response to question 54, the “there could be” you refer to only applies to “further improvements” and not the 4 specific ones listed in clauses 4.18.2 onwards. These are referred to in the first sentence of clause 4.18.1 which states “...which You shall work with the Authority and the Appointed Technology Supplier to ensure these are developed and progressed” and are the ones in the main DPS Agreement that has had the reasonableness caveat added at the end of clause 5.6.	Please see amended response to Question 54	5/12/2018	13
67	Further to Q58	28/11/2018	With regard to your response to question 58, can you clarify what “where applicable” means and under what circumstances they these items may be applied, given that they are not mentioned at all in the current draft of the DPS Agreement? As this is something that we have to provide an annual audit certificate relating to, it should be specified in the agreement up front to allow for audit planning."	Please refer to Clause 7.2 of the DPS Agreement for further information in respect of Annual Self Audit obligations for RM3809.	7/12/2018	14
68	Further to Q59	28/11/2018	With regard to your response to question 59, “reasonable” and “material” are subjective terms so can you provide an explanation of what will be deemed “reasonable” and “material” in the specific cases mentioned?	The clause states "reasonable costs incurred in relation to the audit", which for additional clarity, CCS considers may include (but not be limited to) costs of travelling and undertaking an audit. More information and some examples on what constitutes "material default" are included in clause 9.2.	20/12/2018	16
69	Definition	30/11/2018	Who are GB Data? Do you use Xoserve/ECOES for MPANs and MPRNs?	GB Data is commercially available data provided by a company called GB plc. (https://www.gbgplc.com/). It is a single source for both gas and power meters. Since MUGC is not an Energy Supplier, it does not have access to ECOES and XOSERV	7/12/2018	14
70	Definition	30/11/2018	Is there a validation step for when customers are inputting their supply details?	Since we are obtaining the meter information from GB Data, it is not possible to do any validation of AQ as this data is not available in GB Data. Suppliers do have the ability to check the AQ based on their access to ECOES and XOSERVE, however, we do not believe that it is normal practice for suppliers to perform this check. The user is required to take responsibility for ensuring that the data it provides is correct.	7/12/2018	14
71	Definition	30/11/2018	Keen to understand how the pricing templates look and what we should be submitting. By the sounds of things you're not after site specific prices and are looking for more of a Domestic style pricing arrangement like you see on USwitch/GoCompare?	For smaller meters (e.g. meter types 03 and 04) Suppliers provide their matrix price book, which is required to be provided in the template provided by ourselves. For this approach, the Supplier is required to provide a contract pad and its T&Cs that the customer can sign and submit. This is instantaneous way of switching and hence has some similarities with domestic switching. The complex meters (e.g. Half Hourly meters) or large number of smaller meters are required to be priced by a bespoke mechanism where the customer submits a tender request listing all the meters and the Supplier has two weeks to respond with a price and a contract.	7/12/2018	14

72	Clause 4.6	03/12/2018	Please can CCS confirm that participating Suppliers will be able to update and replace the applicable Supplier's terms and conditions throughout the life of the DPS Agreement?	<p>CCS would not expect supplier terms and conditions to change often and on that basis have not implemented any feature for a supplier to change it themselves. Suppliers would need to make a request for this change through the USS helpdesk, who will in turn request MUGC to make the change. Once the change is made, MUGC will update the USS helpdesk to relay the message back to the Supplier.</p> <p>If the supplier has a requirement for implementing this change at a very specific time with specific dependencies then it would be advisable that Gemserv/MUGC are provided with 10 days' notice for making the change to ensure that the necessary processes between all the parties can be synchronised.</p>	20/12/2018	16
73	Clause 4.7.1	03/12/2018	Please can CCS confirm that participating Suppliers will be able to update and replace the applicable Supplier's pricing matrices throughout the life of the DPS Agreement?	Suppliers can update their prices at any time by uploading a new pricing spreadsheet into the system. They can also withdraw prices either by uploading new prices which will supersede the old ones or by pressing a recall button.	20/12/2018	16
74	Clause 5.1.1	03/12/2018	Please can CCS update the erroneous clause reference in clause 5.1.1 - should read Schedule 2 Clause 4.14.1.1 instead of Schedule 2 Clause 14.4.1.	CCS can confirm the reference to clause 14.4.1 at clause 5.5.1 in the DPS Agreement is an error and will therefore be amended to the correct clause 4.14.1.1. in due course.	20/12/2018	16
75	Clause 5.19	03/12/2018	Please can CCS confirm that having previously supplied a customer shall not be construed as a conflict of interest?	CCS do not consider contracting with a customer organisation as part of a previous commercial agreement as a conflict of interest.	20/12/2018	16
76	Clause 6.21 & 12.4	03/12/2018	Please can CCS remove the obligation for Suppliers to pay all Sub-Contractors within 30 days, as payment terms will be governed by the relevant Sub-Contract (many of which are already in existence, and are not subject to re-negotiation).	CCS can confirm that clause 6.2.1 (Prompt Payment) and reference to prompt payment in clause 12.4 (Sub-contracting) will remain unchanged. Both clauses have been drafted in accordance with the Procurement Policy Note 05/15: prompt payment policy and reporting of performance and the Public Contract Regulations 2015. Full details in relation to the governments prompt payment policy, can be accessed via the following URL address as detailed in clause 6.2.1 of the DPS Agreement: https://www.gov.uk/guidance/prompt-payment-policy	20/12/2018	16
77	Clause 9.23	03/12/2018	Please can CCS confirm what the intention is with regard to the consequences of termination, bearing in mind that many of the core provisions remain in force? Is the intention that no new Contracts will be placed with the Supplier, but existing Contracts will continue in accordance with their terms?	CCS can confirm the obligations as set out in clause 9.23 will remain in force following termination or expiry of the DPS Agreement for existing contracts derived from the DPS. There will be no new contracts put in place following the termination or expiry of the DPS, but existing contracts will remain in place.	20/12/2018	16

78	Clause 10	03/12/2018	Please can CCS confirm that Clause 10.6 is not intended to prohibit the Supplier from claiming against a Customer where the Customer fails to make payment under their Contract.	Clause 10.6 continuing to 10.6.1.2. states the supplier will be indemnified by CCS and/ or the Customer in connection with or arising out of, the use of the Utilities Services, but only to the extent that such claim, demand, action or proceedings arises out of the breach, negligence or failure or delay in performance of this DPS Agreement or the Contract by the Customer or CCS. Further to above, Customers are obligated to make payments to suppliers in accordance with Procurement Policy Note 05/15: prompt payment policy and reporting of performance and the Public Contract Regulations 2015. Full details regarding this can be accessed https://www.gov.uk/guidance/prompt-payment-policy .	20/12/2018	16
79	Clause 11.3 - 11.6	03/12/2018	Please can CCS clarify how the prohibition on Suppliers passing through the impact of any General Change in Law is intended to work in the context of a dynamic purchasing arrangement? Please can CCS confirm that Suppliers may withdraw and re-submit applicable pricing to the DPS at their discretion (as will be required due to market movements and dynamics)?	CCS can confirm that suppliers may withdraw and re-submit applicable pricing to the DPS at their discretion, including where legislative change applies. However, changes to Contract Prices for awards already made are prohibited.	20/12/2018	16
80	Clause 14	03/12/2018	Please can CCS confirm that the order of precedence set out within Schedule 4 (Template Contract) may be amended such that the Supplier's Terms and Conditions will take precedence in certain areas?	CCS can confirm this is a standard clause and will remain as drafted.	20/12/2018	16
81	Clause 14.4	03/12/2018	Please can CCS clarify the intention with regard to clause 14.4? Will Suppliers see any evidence of CCS' ability to act as the Customers' Agent, or is the fact that they are using the DPS portal mean that they have signed up to some formal terms?	The clause is intended to allow for CCS to act on a customers behalf in relation to the provisions listed in clause 14.1, where applicable. However, there is no intention for CCS to run the call off process for customers.	20/12/2018	16
82	Clause 15.4	03/12/2018	Please can CCS confirm the intention with regard to clause 15.4? It is our understanding that Suppliers will not be obliged to maintain their status as a potential provider under the DPS Agreement should it no longer be commercially viable.	In the event that a supplier no longer wishes to form part of the DPS, the supplier must inform CCS. However, CCS can confirm that suppliers are required to fulfil their contractual obligations under the DPS Agreement and contract terms for any existing contracts derived from the DPS for the lifetime of it's duration.	20/12/2018	16
83	Clause 4.8	14/12/2018	With regard to the updated process for Bespoke Orders as detailed in clause 4.8, can you confirm that a supplier will now have to provide a guaranteed fixed price that is capable of acceptance for up to 4 hours after the deadline for submission regardless of market price movements, as per clause 4.8.6?	CCS can confirm this is correct.	11/01/2019	17

84	Clause 4.4	14/12/2018	Can you clarify the contracting process for successful switches given that clause 4.4 states that "Where the Supplier offers Pricing in response to a Call for Competition it is deemed to have signed and accepted the terms of the Utilities Services Contract..."? Does this mean that in effect the Customer will receive a contract deemed to be signed by the Supplier once they have done an instantaneous price comparison and they could then choose to countersign the contract when they wish, as there is nothing in clause 4 that puts a time limit on when the customer must sign the contract?	Yes. CCS is expecting the supplier to observe its business as usual practice for following up with a countersigned contract.	11/01/2019	17
85	MI Template	15/01/2019	The MI template specifically requests monthly information containing customer account numbers, consumption and costs. Can you confirm suppliers will receive a valid LOA from the customer specifically giving CCS permission to obtain this information?	Clause 4.16 of Schedule 2 (Specification) details that the supplier is required to fulfil the MI requirements for RM3806 and at Schedule 4 this sets out the terms of the contract between the supplier and the customer, with Schedule 2 (Specification) forming part of those terms. CCS can confirm that a LOA to the supplier from the customer will therefore not be required.	29/01/2019	20
86	Dashboard	11/03/2019	Are you still intending to incorporate a "dashboard" for rating suppliers. The model you proposed to use was very much like "Trust Pilot", but there was some concern as to how this would operate and what opportunity suppliers would be given to address and resolve any issues.	This feature has been removed	08/04/2019	21
87	Filters	12/03/2019	When the buyer is using the portal to filter on meter type, could you incorporate a related MPAN choice as we cannot currently support these meters	The system does not filter related meters. In case the customer unknowingly submits a contract or makes a bespoke tender request for a related meter then the supplier is required to recognise that it is a related meter and reject the contract or not provide a bespoke quote for the related meter.	08/04/2019	21
88	Billing	13/03/2019	What checks/ balances does the system have in place to ensure that billing and supply address are correctly matched to the MPAN /MPR.	The billing address is as provided by the customer. The supply address is obtained by the system as registered in GB data (which sources from ECOES and XOSERV)	08/04/2019	21
90	Credit Scoring	14/03/2019	How would the credit scoring work, would the model allow for a referral outcome and as well as accept /decline. During your engagement event presentation, you appeared to be saying that this would not be acceptable, so could you clarify this please	Supplier is expected to accept instantaneous contracts subject to credit check. Supplier is expected to perform a credit check before providing a quote for bespoke tender request.	08/04/2019	21

91	Pricing Templates	15/03/2019	What would the pricing templates look like. I believe the idea is that all suppliers agree to use a generic one, if this is still the case would it be possible for us to see one. We would also like to know how the prices would be uploaded.	The latest version of the bidpack found here; https://www.crowncommercial.gov.uk/agreements/RM3809 contains the current version of each pricing template. The Supplier is required to fill out and upload into the Supplier Portal for both gas and electricity. We normally ask the supplier to provide us with their price book for us to try and load it into our test system. We work with the suppliers offline to help ensure that the price book is filled out correctly and comprehensively before recommending it to be uploaded into the Supplier Portal. All of the prices are presented to the buyer in a list format for a comparison purpose. See attached slide 32 and 33 in the buyer portal user guide which is currently in use for school switch.	08/04/2019	21
92	Contract Pad	16/03/2019	As with the point above I believe you were proposing that all suppliers use a generic contract "pad" for applications. Has this been designed and if so, could we see a copy.	Each supplier may provide their own preferred contract pad that meets its own legal requirements. We will review its suitability and digitise it for use by the buyers. If a supplier does not have contract pad then we would be happy to propose one for their use.	08/04/2019	21
93	LOA	17/03/2019	Are all suppliers going to be expected to use the same LOA.	There is no need for an LOA as all the information is provided to the supplier directly by the customer via the School Switch platform and the contract is being signed directly by the customer and provided to the supplier. There is no intermediary in the traditional sense.	08/04/2019	21
94	Contract	18/03/2019	The CCS will require suppliers to keep the status of a contract application up dated on the portal, as well as of any objections/ failed contracts. So how often would this need to be carried out?	Supplier is required to update the portal as the switch and contract status evolves. This is so that the portal can keep the customer informed and if appropriate to enable and prompt the customer to take timely action e.g. resolve objection. This will also assist the reporting to CCS	08/04/2019	21
95	Feed	19/03/2019	How would the portal feed the relevant information to a supplier so that it can be input in to their own registration system	Suppliers will receive copies of signed contracts from the customers through the portal in order for them to enact the switch outside of the portal using normal industry practices. For an instantaneous contract, this will be a filled out and signed contract pad. For a bespoke tender it will be a signed and filled out contract that is provided by the supplier along with the tender request quote	08/04/2019	21
96	System	20/03/2019	What would be the system for processing renewals.	The customer is free to obtain a quote from the system at any time. Nearer the time, if the customer has not already taken any action then the customer will be prompted by the portal to obtain quotes using the portal and follow the usual process	08/04/2019	21
97	Terms	21/03/2019	Could you accommodate an organisation not being able to accept SSD's on weekends or bank holidays	To be answered in due course	08/04/2019	21
98	Objections	22/03/2019	What would be the process for objections. Could the portal allow multiple attempts and how would that be managed.	The supplier is able to inform the customer of an objection through the portal. The customer once having taken appropriate action is able to inform the Supplier through the portal that the objection has been lifted to enable the supplier to re-apply for a switch. If the supplier further experiences objection with switching then it has the option to again raise the objection with the customer or fail the switch.	08/04/2019	21

99	Tender	23/03/2019	What is the size of the opportunity, given that our organisation would initially, only be looking to tender for 03/04 profile meters.	CCS has been working collaboratively with DFE to roll out 'school switch' to 24,000 schools in the UK. In addition we are looking to target 145,000 housing association sites, 19,500 GP's and Dentists and emergency services and charities (numbers TBC). Please note We cannot guarantee to suppliers any business through this DPS Agreement.	08/04/2019	21
100	Audit rights – Clause 7.4	11/09/2019	The scope of CCS's right to audit under the Agreement is very wide. We feel Audit rights should be restricted to assessing compliance with the terms of the Agreement only, and carried out by CCS or the National Audit Office only. It is also noted that CCS have a right to conduct onsite audits, and that the supplier will be rethe supplieronsible for any costs incurred in relation to audits. We are uncomfortable with both these factors, and would suggest that onsite audits are conducted only where required by a regulator/applicable order, and in each other case, SP will provide evidence of compliance with the agreement. Each party should bear its own costs.	NW 19.09 - Please refer to clause 7.1 of the agreement which states CCS will audit areas relating to the DPS agreement only. CCS will agree with the supplier prior to an audit being carried out, who the auditor will be. In addition, The clause states "reasonable costs incurred in relation to the audit", which for additional clarity, CCS considers may include (but not be limited to) costs of travelling and undertaking an audit. Please also refer to clause 7.6 which states the Auditor will endeavour to ensure that the conduct of any Audit does not unreasonably disrupt the Supplier nor delay the provision of Utilities Services under any Contract.	04/11/19	22
101	Data protection – Clauses 7.28 -7.40	11/09/2019	It is unclear from the Agreement: 1) the personal data that will be processed; 2) the roles of the parties (i.e. who is the controller and who is the processor ?); and 3) the purposes of the processing. We would need clarification on the above points from CCS in order to ensure that the data protection provisions can be reviewed and amended accurately to reflect the roles of the parties. Where the supplier is the controller, we would require amendments to a number of the clauses to ensure that the data protection provisions meet the supplier's standard requirements (e.g. in rethe supplierect of timescales for notifications for personal data breaches and data subject requests). Please could you provide more details on the above?	"NW 19.09 - Please refer to DPS Schedule 11 - Under the DPS or Contract Controller: in respect of Personal Data off a Party's member of staff, the employer of that party. Processor: any other Party who is not the Controller of that Personal data"		22

102	Indemnities – Clauses 8.8, 10.6 and 16	11/09/2019	<p>The supplier indemnifies CCS against any claims resulting from the supplier’s use of a CCS or any other Crown logo. It is unlikely that the supplier will use a CCS or any other Crown logo, and so this indemnity should be removed.</p> <p>In addition to the above, the supplier indemnifies CCS for all claims, demands and other losses and any other liabilities in rethe supplierect of any infringement of any IPR related to its provision of Utilities Services. We would expect this to at least be a mutual IPR indemnity, particularly as CCS and the Approved Technology Provider will be providing the platform to the supplier. This indemnity falls within the £100,000 / £1m (£1,000,000) cap which, considering the nature of the services, is insufficient to account for the risk associated with the platform. CCS should provide the supplier with an uncapped indemnity against IPR claims.</p> <p>CCS indemnifies the supplier against any claim, demand, action or proceedings brought or instituted against the Supplier by a third party:</p> <p>(a) for death, personal injury, industrial illness or damage to personal property sustained in connection with the performance, non-performance or mis-performance of the Agreement or the Contract by the Customer or CCS;</p> <p>(b) arising out of, or in connection with, the use of the Utilities Services, but only to the extent that such claim, demand, action or proceedings arises out of the breach, negligence or failure or delay in performance of the Agreement or the Contract by the Customer or CCS.</p> <p>However, CCS nor the Customer indemnifies SP in any other respect (such as confidentiality, third party IPR claims, confidentiality, regulatory fines), which from a commercial point of view we are uncomfortable with.</p>	To be answered in due course		22
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103	Termination - Clause 9	11/09/2019	<p>CCS have a number of termination rights under the Agreement including, a right to terminate for convenience on 3 months' written notice. the supplier does not have any rights to terminate the Agreement, except in the case of a force majeure event. We cannot accept this as it locks the supplier into the Agreement until expiry or where CCS terminates and this consequently exposes the supplier to a high level of risk, particularly as CCS can also reduce the term of the agreement at any time and by any duration. We would usually expect to see mutual termination rights for material breach and insolvency at the very least. We would also request a right to terminate for convenience.</p>	To be answered in due course		22
104	Liability – Clauses 10.2 and 10	11/09/2019	<p>CCS's liability is capped at £100,000 per contract year. Due to the nature of the services and the level of risk that the supplier will be exposed to under this agreement, the cap on CCS's liability is insufficient. Any liability cap must be of a value which sufficiently reflects the risk associated with data protection breaches, breach of confidentiality and IPR claims. We would typically expect for our providers' liability for these heads of loss to be uncapped</p>	To be answered in due course		22
105	Exclusions of Liability – Clause 10.4	11/09/2019	<p>Each party excludes liability for:</p> <p>(a) loss of profits, loss of revenue, loss of turnover, loss of anticipated savings, loss of opportunity, loss of data (including corruption and restatement of any data) loss of goodwill, injury to reputation, punitive damages, losses suffered by third parties (in each case whether direct or indirect); and/or</p> <p>(b) any indirect, the supplier's or consequential loss or damage.</p> <p>The exclusions in (b) can be accepted. However, loss of data should be removed from the exclusions listed in (a) as we would usually expect to see CCS (and/or the appointed technology provider) put in place adequate measures to protect data on the platform, and where there is a loss of data, be the supplier's responsible for this and consequently any recovery of the data/compensation for loss of data.</p>	To be answered in due course		22