



An Roinn Breisoideachais agus Ardoideachais,
Taighde, Nuálaíochta agus Eolaíochta
Department of Further and Higher Education,
Research, Innovation and Science



AN tSEIRBHÍS UM SHOLÁTHAR
OIDEACHAIS
EDUCATION PROCUREMENT
SERVICE (EPS)

Tender Reference: IT3706C

Request for Tenders dated 24/06/2026

for the

**Provision of a Time and Attendance Solution (T&A)
within a Software as a Solution (Saas) for the
Education Shared Business Services (ESBS)**

Tender procedure: OJEU

Tender Clarification Deadline: 21/07/2026 14:00

Tender Deadline 31/07/2026 14:00

Contents

Part 1:	Introduction
Part 2:	Instructions to Tenderers
Part 3:	Selection and Award Criteria
Appendix 1:	Tender Response and Project Description
Appendix 2:	Pricing Schedule
Appendix 3:	Tenderer's Statement
Appendix 4:	Declaration as to Personal Circumstances of Tenderer
Appendix 5:	Glossary of Terms and Abbreviations

The following 2 documents are to be completed at contract finalisation and are provided for information purposes:

Appendix 6:	Services Contract (Separate document)
Appendix 7:	Confidentiality Agreement

Annexes: (Separate documents)

Annex 1:	Tender Response Document
	Part A - Selection Criteria
	Part B - Requirements and Specification
	Part C - Tender Submission Requirements Checklist
Annex 2:	ESBS Transactions and Volumes
Annex 3:	ESBS Current Integrations
Annex 4:	ESBS Clocking Devices
Annex 5:	ESBS Reporting
Annex 6:	ESBS CV Template
Annex 7:	Time & Attendance Reason Codes
Annex 8:	SOLAS FET Learner Payments Policy and Operating Guidelines 01 Jan 2025
Annex 9:	SOLAS Training Allowances Guide 2026

Part 1: Introduction

1.1 The Education Procurement Service (EPS) on behalf of The Department of Education and Youth (the “Contracting Authority”) invites tenders (“Tenders”) to this request for tenders (“RFT”) from economic operators (“Tenderers”) for the provision of a Time and Attendance Solution (T&A) using a software as a service (SaaS) model as described in Annex 1 to this RFT (the “Services”).

1.2 In summary, the Services comprise: The provision, configuration, customisation (if necessary), implementation, and on-going maintenance and support of a T&A Solution for the processing of time & attendance transactions for the Education and Training Boards (“ETBs”) managed by the Apprentice and Learner Payments Operations Team in the Education Shared Business Services Centre (“ESBS Centre”) as further described in Appendix 1 (the “Services”).

The T&A Solution must include the following functionality:

The recording of T&A information from different sources to include the ability to:

- Assign different User Types
- Operate on a week-in-arrears basis
- Generate clock card numbers for posting to associated systems
- Apply specific multi-tiered business rules
- Automate the setup of Centres
- Apply varying class schedules
- Apply Business intelligence to include specific reporting and forecasting requirements
- Integrate, via APIs and/or secure file transfer mechanisms with external systems e.g. SOLAS and payroll systems

1.3 *“Not Used”*

1.4 This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”). Any contract that may result from this Competition (the “Services Contract”) will be issued for a term of **six (6) years** (“the Term”).

1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to **three (3) years** with a maximum of **three (3)** such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law. The term will not exceed **fifteen (15) years** in aggregate.

1.6 The Contracting Authority estimates that the expenditure on the Services to be covered by the proposed [Services Contract] may amount to some €7,000,000 (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

- 1.7 To enable the future evolvement of the Services and to ensure continuous efficiency and effectiveness, the Contracting Authority shall have the option to request the successful Tenderer to provide additional functionality (for example Intelligent Document Processing (IDP), Robotic Process Automation (RPA), Artificial Intelligence (AI) or other technologies to enhance operations, accuracy etc.) and enhancements related to the T&A Solution during the Term (including any extensions) of any Services Contract awarded pursuant to this Competition. The successful Tenderer may be requested to provide, configure, customise, implement, maintain and support such additional functionality and enhancements. Candidates should note that any additional Services related to the Services Contract as referred to above will be subject to the Change Control Procedure in Schedule I (Governance) of the Services Contract.
- 1.8 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services Contract that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Services Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

2.1.1 While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers.

2.1.2 The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

This RFT does not constitute an offer or commitment to enter into a Services Contract.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Services Contract has been executed by or on behalf of the Contracting Authority.

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this competition at any time prior to a formal written Services Contract being executed by or on behalf of the Contracting Authority.

The award of a Services Contract does not confer exclusivity on the successful Tenderer.

2.1.3 This RFT supersedes and replaces any and all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence.

2.1.4 In this clause 2.1.4, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its Tender, is required to confirm in the statement required under paragraph 2.4 below that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

- 2.1.5 The Contracting Authority would refer Tenderers in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

2.2 COMPLIANT TENDERS

- 2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1, the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

- (a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("[eESPD](#)"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below;
 - (b). To submit all documentation which this RFT requires to be submitted with their Tender;
 - (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
 - (d) To conform to and comply with all instructions and requirements set out in this RFT;
 - (e) To submit the statement required under paragraph 2.4 below; and
 - (f) Not to alter or edit this RFT in any way.
- 2.2.2 Without prejudice to the generality of paragraphs 2.2.1, failure to comply with paragraphs 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 SERVICES CONTRACT

- 2.3.1 Tenderers should note the terms and conditions of the Services Contract at Appendix 6 to this RFT.

- 2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Services Contract by signing the Tenderer's Statement at Appendix 3. Tenderers may not amend the Services Contract.
- 2.3.3 Tenderers should note that any Services Contract entered into by the Contracting Authority pursuant to this Competition may be assigned, novated or transferred, at no additional cost, to any other Minister or any other Public Sector Body (PSB), entity or office and by submitting a Tender, Tenderers so acknowledges and agrees.

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Services Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Services Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

- 2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

PLEASE ENSURE ALL TENDER FILES ARE SUBMITTED WITHIN A COMPRESSED / ZIP FOLDER TO THE ELECTRONIC POSTBOX.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the “Submit” button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the “Submit” button will be disabled automatically at the Tender Deadline.

- 2.6.2 Tenders must be received not later than 14:00 **on 31/07/2026** (the “Tender Deadline”). Tenders that are received late WILL NOT be considered in this Competition.
- 2.6.3 Tenders must be submitted in English.
- 2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT.
- 2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using Word, Excel and/or PDF Reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than **14:00 on 21/07/2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact the Contracting Authority directly regarding any aspect of this Competition.
- 2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- 2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.
- 2.7.4 The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.
- 2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the “Expression of Interest” button under the ‘Show CFT Menu’ on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.

2.8 TENDERING COSTS

- 2.8.1 All costs and expenses incurred by Tenderers relating to their participation in this Competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.9 CONFIDENTIALITY

- 2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:
- (a) are furnished for the sole purpose of replying to this RFT only;
 - (b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - (c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - (d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing Template at Appendix 2 to this RFT.
- 2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for Twelve (12) months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.
- 2.10.6 Tenderers should note that all prices (Annual Subscription fees, Enterprise Licence Agreement and Implementation Costs including Post Implementation Costs) are fixed as per the Charges stipulated in Appendix 2 (Pricing Schedule) of this Agreement for the Term of this Agreement.

In the event the Client elects to extend this Agreement in accordance with Clause 5 (Service Levels) of Appendix 6 (Services Contract), the Pricing (Annual Subscription fees, Enterprise Licence Agreement and Implementation Costs including Post Implementation Costs) shall be reviewable at the commencement of each extension period and, following review, shall remain fixed for the extension period. Prices may be increased or decreased by no more than 3%, or the percentage increase (if any) or decrease only by the percentage by which the Consumer Price Index (CPI) has increased or decreased in the edition of that index published by the Central Statistics Office (Ireland) most recently prior to that anniversary, whichever is the lesser.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

- 2.11.1 In the performance of any Services Contract awarded, the successful Tenderers and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by

international, environmental, social and labour law listed in Schedule 7 of the Regulations European Union (Award of Public Contract Regulations 2016 (Statutory Instrument 284 of 2016)).

- 2.11.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3** The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.
- 2.11.4** The successful Tenderer shall be an independent Contractor and shall not be deemed an employee of the Contracting Authority. Any Services Contract resulting out of this Competition shall not be deemed or construed to create a joint venture, partnership and/or fiduciary or other relationship between the successful Tenderer and the Contracting Authority. The officers, employees or agents of the successful Tenderer are not and shall not hold themselves to be (and shall not be held out by the successful Tenderer as being) servants, employees or agents of the Contracting Authority for any purposes whatsoever.

2.12 PUBLICITY

No publicity regarding this Competition or any Services Contract pursuant to this Competition is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender, must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer or Subcontractor.

The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Services Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.15 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.16 FREEDOM OF INFORMATION

- 2.16.1** Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.
- 2.16.2** Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Services Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Services Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to

propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Framework Agreement or Services Contract entered into by a Tenderer.

2.19 WITHDRAWAL FROM THIS COMPETITION

Tenderers are required to notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this Competition.

2.20 SITE VISIT

2.20.1 *“Not Used”*

2.20.2 *“Not Used”*

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Type of Insurance	Indemnity Limit
Employer’s Liability*	€13 million for any one claim or series of claims arising out of a single occurrence.
Public Liability*	€6.5 million for any one claim or series of claims arising out of a single occurrence.
Professional Indemnity**	€5 million for any one claim or series of claims arising out of a single occurrence.
Cyber Security Liability**	€3 million in the aggregate per insurance year and must include cover for ransomware.

*The Employers Liability and Public Liability policies should include an indemnity to principals’ clause and these document/s should be made available to the Contracting Authority upon request prior to the award of (and shall be a condition of) any Services Contract.

** For the avoidance of doubt, Cyber Liability does not need to be a standalone Cyber Liability Policy and can be part of another insurance policy such as, Professional indemnity provided that the level of cover is €10 million in the aggregate per insurance year for matters covered by the cyber liability provisions of the policy and includes cover for ransomware.

2.21.2 By signing the Tenderer’s Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract under this Competition,

- (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1,
- (ii) the territorial limits and jurisdiction of its insurance policies include the Republic of Ireland and

- (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

2.21.3 The successful Tenderer's insurer must be authorised to transact business within the Republic of Ireland (or within the EU under the freedom of Services Directive) with a minimum rating of at least "A" from A.M. Best (or equivalent rating agency) and shall include an Irish jurisdiction clause.

2.21.4 The successful Tenderer will, during the term of the Services Contract, be required to:

- (a) immediately advise the Contracting Authority of any material change to its insured status;
- (b) produce proof of current premiums paid upon request;
- (c) produce valid certificates of insurance upon request.

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
 - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
 - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria for this Competition as set out in part 3.2 below (the “Selection Criteria”),

will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

- (i) completes and submits a separate eESPD in respect of each such entity, and
- (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.
- (iii) Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part 3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition. The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the “Exclusion Grounds”) and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

- (i) a Declaration in the form attached at Appendix 4;

- (ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
- (iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
- (v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

- 3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. A Tenderer who fails a selection criterion will be excluded from participating in this Competition. Tenderers are required to complete the table template in Annex 1 – Tender Response Document, Part A - Selection Criteria.

3.2.1 Economic and Financial Standing

Tenderers must declare that they satisfy the financial and economic standing requirement(s) and must provide evidence that they satisfy the requirements set out in the table below. **This evidence MUST be included in Part A of Annex 1 Tender Response Document.**

Ref	Pass/Fail Criteria	Pass Requirement
Part A Selection Criteria – 2.2	Tax Compliance	Tenderers are required to provide evidence of a current tax compliance or, alternatively, evidence that such a certificate has been applied for.
Part A Selection Criteria – 2.3	Financial Standing	Tenderers must provide objective evidence from an appropriate source confirming their turnover per annum during the previous 3 financial years – 2023, 2024, 2025. NOTE: in the case of the candidate being a grouping, this condition may be satisfied by the group members as a whole.
Part A Selection Criteria – 2.1	Insurance	Tenderers must demonstrate the possession of the required forms and levels of insurance or, alternatively, provide evidence confirming that the required forms and levels will be obtained if successful in this competition.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2.2 Technical and Professional Ability

All Tenderers must demonstrate that they have the following technical and professional ability and must furnish the following documentation with their Tenders. Tenderers will either pass OR fail this qualification criterion. **This evidence MUST be included in Part A of Annex 1 Tender Response Document.**

Ref	Pass/Fail Criteria	Pass Requirement
Part A Selection Criteria - 3	Previous Experience	Tenderers are required to provide details of 2 contracts undertaken within the last 3 years that demonstrate your experience of successfully providing a service of similar scope, scale and complexity to the service anticipated under this contract. Be very clear what your organisation delivered under this contract.

Part A Selection Criteria – 4	Data Protection	Tenderers are required to sign the Company Data Protection Summary to confirm GDPR compliance.
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- 3.2.3 Where the Tenderer is unable, for a valid reason, to provide the documentation required under the Selection Criterion, the Tenderer must inform the contracting authority of that valid reason and provide such other suitable alternative documentation to prove, to the satisfaction of the contracting authority, their ability to provide the proposed solution for the duration of the Services and Services Contract.
- 3.2.4 The Contracting Authority may seek further supporting documentation in relation to the requirements specified in clause 3.2.
- 3.2.5 Tenderers relying on the paragraph 3.2 capacities of other entities MUST submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.



3.3 AWARD CRITERIA

3.3.1 The Services Contract will be awarded on the basis of the **Most Economically Advantageous Tender(s)** as identified in accordance with the Award criteria below:

Compliance with all Mandatory Requirements, identified in Annex 1 by use of the letters “MR”, is required for a submission to be considered for Technical Evaluation.

Tenderers should note the award criteria are categorised as follows:

- (a) Mandatory Requirements – evaluated on a Pass/Fail basis only
- (b) Requirements which are subject to Qualitative Assessment – evaluated on a qualitative basis and marks awarded accordingly
- (c) Costs – evaluated relative to the lowest priced eligible Tender and marks awarded accordingly

The total number of marks available is ten thousand (10,000).

NOTE: Tenderers should note that they must achieve the minimum Score for section 1, 2,3,4,5, and 6 below. Tenderers who do not meet the minimum score will be eliminated from the competition.

Qualitative Requirements

Section	Description	Sub Criterion			Max Marks Per Sub Criterion	Min score required (60%)
1	Mandatory Requirements				Pass/Fail	
2	Functional Requirements	2.1	Overview Detailed Requirements	Overview	50	30
		2.2	Solution Characteristics and Administration	User Communities Access	225	135
				Digital Forms		
				Workflow Capabilities		
				Scheduling Capabilities		
				Data Audit and Traceability		
		2.3	User Interface	Data Quality (Validation)	200	120

				Error/Warning and Information Messages		
				Online Help		
				User Interface Accessibility		
				Language Requirements		
				System Management		
		2.4	User Types	Role Based Access Control in Live Environment	350	210
				Super User Role Access Control in Test Environments		
				Reporting Functionality in accordance with User Types		
		2.5	Application of Business	Super User Role Access Control in Test Environment	370	222
				Application of Business Rules to align to Policy		
		2.6	Automated Set Up of Centres	Automated Set Up of Centres	125	75
		2.7	Multiple Methods of Capturing T&A Information	Capture T&A information from various sources	220	132
		2.8	Class Schedules	Weekly Class Schedules varying according to Apprentice/ Learner Type	220	132
		2.9	Clocking Devices	Clocking Devices – Integration of Existing or Replacement	200	120
		2.10	Clockcards	Clockcard Generation and Compatibility	100	60
		2.11	Business Intelligence	Business Intelligence	250	150
				Reporting		
				Analysis		
				Quality		
3	Technical Requirements	3.1	ICT Infrastructure	Solution Architecture	225	135
				Disaster Recovery		

				Environment Management		
		3.2	User Experience	User Experience	200	120
				User Devices		
		3.3	Data Management	Backup & Restore	230	138
				Archiving, Retention Periods and Purge of Data		
				Data Entities		
		3.4	Scalability and Performance	Availability, Capacity and Performance Management	200	120
				Peak Protection		
		3.5	Security & Compliance	Security Architecture	530	318
				Identity and Access Management		
				Federated IAM and Single Sign-On (SSO)		
				Role-based access control and feature access management		
				Data Access Management		
				User Device Security		
				Infrastructure Audit and Traceability		
				Security Risk Management and Assessments		
				Access to Environments & Anonymisation of Data		
		3.6	Integrations	Integrations	325	195
4	Project Management	4.1	Project Management	Detailed Project Plan	440	264
				Project Governance and Risk Management		
				Quality Assurance		
		4.2	Implementation Team	Implementation Team	700	420
		4.3	Project Delivery	Mobilise Phase	180	108

				Analysis and Design Phase		
				Build Phase		
				Testing Phase		
				Deployment Phase		
				Hypercare & Project Closure phase		
		4.4	Training	Training Phase	80	48
		4.5	Data Migration	Data Migration	160	96
				Secure Transfer of Data		
				Validation of migrated data		
		4.6	Resource Management	Resource Management	100	60
5	Post Implementation Development Service	5.1	Post Implementation Development Service	Post Implementation Development Service	200	120
6	Support Requirements	6.1	Support Model	Support & Maintenance	370	222
				Support Staff		
		6.2	Documentation	Documentation	50	30
7	Green Procurement	7.1	Green Procurement	Waste Heat & Reuse	200	N/A
				Renewable Energy Factor		
8	Pricing				3,500	N/A
Total Score					10,000	

The tender award criteria will be applied to each tender who has successfully passed the Selection Criteria as outlined in Section 3.2 of this RFT. Tenderers must achieve a minimum of 60% on each of the tender award criteria above, **excluding Ultimate Cost and Green Public Procurement**, in order to avoid elimination from the competition. Only tenderers who have achieved the 60% will be evaluated against Ultimate Cost. Scoring of the Qualitative Award Criteria including all sub-criteria will be based on an assessment of the information provided by Tenderers, which must be supplied by Tenderers via the completed Annex 1: Tender Response Document. The Evaluation Group will assess the information provided and each response element will be awarded marks using the scoring methodology set out below.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any tender.

Supplier notes:

- The requirements and specification document is designed to assist the contracting authority in its evaluation of your tender and to enable suppliers to provide structured responses to key deliverables. It is structured to reflect the award criteria as set out in the RFT.
- This is the minimum specification required. All tenderers must meet or exceed this minimum specification to progress through the award criteria to cost evaluation. Additional functionality should be identified in the comments section to facilitate scoring under the award criteria.
- Please note responses to individual questions will NOT be scored separately but collectively they will provide a basis for assessing the merits of the tenderer's overall response to each award criterion and sub-criterion.
- Where specifications include reference to manufacturer or brand names this is a result of difficulties in specifying the product required. In these instances, the phrase "or equivalent" is inferred.
- It is acknowledged that each Tender's product line may differ from these specifications. As such, each seller is free to propose variances from these specifications. Alternative proposals favourable to the Contracting Authority may be suggested. It is required, however, that, whenever a variance from these specifications occurs, the proposed item must meet or exceed the specified characteristics or level of performance.
- Where **abnormally low tenders** are received the Evaluation team shall require the tenderer to explain the price proposed in Appendix 2. (per Article 69 of the EU Procurement Directives 2014/24). Where the tenderer cannot provide a sufficient explanation, the contracting authority is entitled to reject the tender.
- **Next Ranked Supplier** - The award of any contract is subject to the successful tenderer meeting the required specification and standards as set out in this RFT. Should the required specification and standards not be met, the Education Procurement Services (EPS) reserves the right, in consultation with the Contracting Authority, to award any contract to the next highest-ranked Tenderer.
- **Tie Break** - If the evaluation outcome results in a tie between two or more Tenders, then the Tender with the highest score for the highest weighted criterion shall be deemed the most economically advantageous tender. If the score remains in a tie, the remaining criterion will be

assessed by the highest weighted until there is no longer a tie. If the score remains a tie after all criteria are assessed, the tenderers will be asked to submit a Best and Final Offer (BAFO).

A failure to answer question(s) may leave the contracting authority with insufficient information on which to base a thorough evaluation and in turn may result in loss of marks in respect of the relevant Award Criterion. Therefore, please ensure you use and complete ALL sections in Annex 1 Tender Response Document – Part B Requirements and Specification

Ultimate Cost will be calculated as follows:

The lowest Ultimate Cost tender will receive the maximum score achievable under this criterion.

$$\text{Pricing Score} = \frac{\text{Lowest Tendered Price} \times \text{Max Points}}{\text{Price of bid being evaluated}}$$

Responses for non-cost/qualitative Award Criteria items will be scored using the following matrix:

Scoring Methodology Table		
Band	% of marks awarded from available marks for each requirement	Meaning
5	90% – 100%	The Tenderer's proposal is assessed as demonstrating an excellent to exceptional level of quality, comprehensiveness, viability and understanding in respect of the qualitative criterion.
4	70% – 89%	The Tenderer's proposal is assessed as demonstrating a good to very good level of quality, comprehensiveness, viability and understanding in respect of the qualitative criterion.
3	50% – 69%	The Tenderer's proposal is assessed as demonstrating a satisfactory to very satisfactory level of quality, comprehensiveness, viability and understanding in respect of the qualitative criterion.
2	20% -49%	The Tenderer's proposal is assessed as unsatisfactory or inadequate in that it is lacking in some degree of quality, comprehensiveness, viability and understanding in respect of the qualitative criterion.
1	1% – 19%	The Tenderer's proposal is assessed as very unsatisfactory or very inadequate in that it is lacking to a significant degree in quality, comprehensiveness, viability and understanding in respect of the qualitative criterion.
0	0%	No response has been provided.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Services Contract to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

- (a) the Tenderer submitting the following evidence in respect of the Tenderer (including the Prime Contractor and any Subcontractors, as applicable in accordance with paragraph 3.1 above) to the extent not already provided, within seven (7) days of request by the Contracting Authority:
 - (i) a Declaration in the form attached at Appendix 4;
 - (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
 - (iii) all or any of the supporting documents specified at paragraph 3.2; and
- (b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated. Tenderers will be advised in due course if required to attend.

3.5 STANDSTILL PERIOD

- 3.5.1** In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.
- 3.5.2** Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED CONTRACTS

- 3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 14 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Services Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Tender Response and Project Description

Tenderers must complete the separate word document Annex 1: Tender Response Document by:

- i) completing the Selection Criteria template in Part A of Annex 1 Tender Response Document

and

- ii) addressing each of the issues and requirements detailed in Part B ‘Requirements and Specification’ of Annex 1 Tender Response document and submitting a detailed description in each case which demonstrates how these requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can / will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

Appendix 1: Project Description Document

1. INTRODUCTION

This Appendix sets out a high-level description of the **Time and Attendance Solution (T&A) Software as a Service (SaaS)** required by the Contracting Authority.

Tenderers are not required to respond to this Appendix 1. The Requirements of the **T&A** Solution which Tenderers are required to respond to are set out in detail in Annex 1 – Requirements which accompanies this RFT. Annex 1 is available to download separately from www.etenders.gov.ie.

2. BACKGROUND

In February 2012 a strategic mandate was given by Government to advance Shared Services for the Public Sector. In that context the Contracting Authority’s Shared Services Plan 2014-2016 (Link: [DES Shared Services Plan 2014-2016](#)) & 2017-2020 (Link: [DES Shared Services Plan 2017-2020](#)) were developed. A key element of the plans is to transition to Payroll Shared Services model across the 16 Education and Training Boards (ETBs). In addition, the Public Service Reform Plan, “Our Public Service 2020” (Link: ops2020.gov.ie) identifies Shared Services as one element of the new ways of working in the public service.

The transition of the payroll, pensions and expenses systems is a key strategic project for the Contracting Authority and is significant in scale and complexity. It provides significant opportunities to provide a high-quality UX, enabling management of data throughout the payroll, pensions and expenses lifecycle and the efficient and accurate processing.

3. OVERVIEW OF THE CONTRACTING AUTHORITY

The Contracting Authority is the Minister for Further and Higher Education, Research, Innovation and Science whose mission is to develop Ireland’s tertiary education, training and research to support people to reach their full potential and create a prosperous, sustainable and vibrant society, ready to meet the challenges of a changing world. The Contracting Authority is a

ministerial department, supported by various [agencies and aegis bodies](#). More information about the Contracting Authority's goals can be found in its [Statement of Strategy 2025-2028](#).

The Education Shared Business Services (ESBS) is the service provider to The Department of Further and Higher Education, Research, Innovation and Science (DFHERIS) for direct payments to apprentices and learners on behalf of all 16 ETBs. ESBS is a business section in the Department of Education and Youth Major Operations Division and is based in the Generali Centre in Blanchardstown Dublin 15.

The ESBS, provides "shared services" to the 16 Education and Training Boards (ETBs), which manage a range of Schools, Centres, Administrative Offices, and to Higher Education Institutes. The ESBS enables the institutions it serves to focus the delivery of core educational services. The consolidation of finance, payroll and pensions functions into a shared service centre is in line with the Government's wider Public Service Reform Plan and forms a solid platform to implement changes in line with Government objective to modernise public reporting in line with Irish and European Public Sector Account Standards.

The main rationale for the setting up of ESBS was to bring about a transformational change for both ETB and Higher Education Institution (HEI) sectors by the implementation of new technologies and systems. The aim of ESBS is to standardise and streamline administrative processes, improve efficiency, and reduce costs by sharing resources and services among educational institutions. The primary objectives are to drive consistency, accuracy, transparency and data quality to the payroll/pensions/expenses records for ETBs.

The new strategy of ESBS builds on achievements and sets ambitious goals to enhance and consolidate existing services, ensure excellent customer service, expand capabilities and respond to emerging challenges and opportunities. The strategic priorities of ESBS are:

- Standardisation;
- Customer Excellence;
- Reporting and Analytics;
- Digital Transformation;
- Governance and Compliance;
- Shared Services Implementation;
- Capability and Capacity.

Further information on the goals and services provided by ESBS can be found in [its ESBS – ETB Strategic Plan \(2026 – 2029\)](#).

This procurement relates specifically to a Time and Attendance solution for Apprentice and Learner Payments which is the responsibility of ETB- Payroll and Pensions Operations.

The following is the status of ETB- Payroll and Pensions Operations:

- ESBS-ETB Payroll Shared Services has been live since June 2019 and all 16 ETBs have now transitioned their Payroll functions to the ESBS with the final ETB transitioning over in February 2024. ESBS has migrated all the ETBs to the same integrated HR and Payroll Solution;
- All ETB Pensioners migrated for payment to ESBS-ETB Payroll and Pensions Shared Services in June 2025. These pensioners were migrated across from The National Shared

Services Office (NSSO) which previously were responsible for making payment to ETB pensioners. With additional retirements since the migration, there are now approximately 10,200 ETB Pensioners being paid fortnightly by ESBS;

- ETBs have been live to the ESBS for Expenses system since July 2025. The migration of all 16 ETBs of the travel and subsistence functions to a shared services platform provides a robust governance structure for the sector, reduces additional contractor costs, ensures compliance of the sector with requisite procurement obligations, fulfils mandatory audit requirements, mitigates divergence in the management of Travel and subsistence within the sector and satisfies legislative Irish language commitments. Approximately 1,000 claims per month is paid;
- **Apprentice and Learner Payments –**
 - Go Lives – all 16 ETBs have migrated to ESBS for the payment of apprentices and learners as follows –
 - Apprentices went Live to ESBS in March 2020
 - Wave 1 Learners went Live to ESBS in August 2020
 - Wave 2 Learners (VTOS & Youthreach) went Live to ESBS in February 2022
 - A dedicated/centralised Level 1 Helpdesk operated by the Apprentice and Learner Payments Operations Team with Contractors supporting level 2, 3 and 4 incidents;
 - Knowledge Base of Helpdesk is maintained to ensure relevant and up-to-date reference material is always available to ETB administration staff;
 - Training and support are provided to nominated ETB staff for all aspects of processing activities attributable to the payment of apprentices and learners. This is by way of focused and standing clinics, process documents, manuals and checklists;
 - Standard reporting for all 16 ETBs.

3.1 OVERVIEW OF ETBS

There are 16 ETBs who provide post-primary, further education, and training services in their respective areas. They also have a role in supporting community education and in the provision of youth work services. ETBs work in collaboration with other local and national organisations to meet the educational needs of their communities.

ETBs are responsible for the delivery of the following services in their area:

- Post Primary Education;
- Further Education & Training;
- Adult Education;
- Youth Services;
- Apprenticeships;
- Prison Education;
- Special Needs Education and Support;
- Curriculum Development;
- Collaboration with Other Agencies;
- Management of Property and Facilities.

The number of locations in ETBs are shown below. There is 1 Head Office in each ETB. Staff in the FET Centres/Head Offices are responsible for ensuring the accurate recording of time & attendance for apprentices and learners:

ETB Name	Schools	FET Centres	No. of Locations in FET Centres using T&A Solution
Cavan and Monaghan ETB	11	24	12
City of Dublin ETB	25	70	28
Cork ETB	25	51	20
Donegal ETB	15	20	13
Dublin & Dún Laoghaire ETB	50	44	31
Galway & Roscommon ETB	19	58	18
Kerry ETB	8	40	10
Kildare & Wicklow ETB	24	31	19
Kilkenny & Carlow ETB	13	26	11
Laois & Offaly ETB	9	26	16
Limerick & Clare ETB	18	34	20
Longford & Westmeath ETB	8	25	10
Louth & Meath ETB	17	39	17
Mayo, Sligo & Leitrim ETB	17	45	27
Tipperary ETB	10	27	18
Waterford & Wexford ETB	12	57	25
Total	281	617	295

Education and Training Board Organisational Numbers and FET Locations using current T&A Solution

*The figures in the table above are indicative only and are subject to change.

3.2 DESCRIPTION OF THE LESISLATIVE POLICY & CONTEXT

ETBs are governed by a board of elected members including representatives from local authorities, parents, staff, and other stakeholders. They operate under the Education and Training Boards Act 2013 and are funded by the Irish government through the Department of Education and Youth.

The specific policy applicable to the payment of Learners is the SOLAS FET Learner Payment Policy and Operating Guidelines 01 January 2025 (Appendix xx).

The legislation applicable to the Department of Educations is as follows:

- Education Act (1998);
- Education Welfare Act (2000);
- Education for Persons with Special Educational Needs Act (2004);
- Education (Miscellaneous Provisions) Act 2007;
- Qualifications and Quality Assurance (Education and Training) Act (2012);
- Teaching Council Acts (2001-2015);
- Admissions to Schools Act (2018).

3.3 DESCRIPTION OF THE CURRENT SYSTEM SOLUTIONS FOR PAYMENTS TO APPRENTICES AND LEARNERS

The current system solutions supporting the ETB sector are summarised below (full details of the current integrations and integration points are included in Annex 3):

Name of current system	Purpose
SOLAS ACSS	Sending of Registration, Update and Termination data to T&A Solution and Payments System for Apprentices
SOLAS PLSS	Sending of Registration, Update and Termination data to T&A Solution and Payments System for Learners
Time & Attendance Solution	Receiving and sending of relevant data to/from the multiple systems for apprentices and learners. Creation and sending of timesheet information to the payments system for the purposes of making payment
PeopleXD Payroll / Payments System	Processing of Payments and generation of relevant reports to ETBs and other stakeholders and returns to 3rd parties
SunSystems	General Ledger files containing apprentice and learner payment information is uploaded to the FMS in ETBs

Current Systems and Purpose

ETBs enter the relevant apprentice and learner details to the SOLAS systems and T&A Solution. Files are then uploaded to the PeopleXD centralised payments system by ESBS who process any necessary adjustments provided by ETBs together with the weekly and fortnightly payment runs. ESBS provides ETBs with the relevant reports for payment verification & approval purposes. Once approved by each ETB, the approved Request for Funds Transfer is returned to ESBS together with the credit directly the ESBS bank account and direct payments are made to apprentices and learners. Finally, the General Ledger interface files are also provided to ETBs for uploading to their FMS and Time & Attendance activity files provided also to ETBs. All actions are undertaken by relevant stakeholders in accordance with the Apprentice & Learner Payments Processing Calendars.

3.4 KEY METRICS

The generation of payments results from timesheets sent from the T&A Solution to the payments system. Key metrics on the number of payments made for the years 2021 to 2025 are outlined in the table below. Apprentices went Live in March 2020, Wave 1 Learner went Live in August 2020 and Wave 2 Learners sent Live in February 2022:

Cohort:	2021	2022	2023	2024	2025
Apprentices	67,333	101,166	114,886	136,628	142,056
Learners	184,999	337,215	402,558	414,784	362,495

Number of Payments made 2021 – 2025

Users of the T&A Solution is made up of 3 distinct areas – ESBS Users (7), ETB Users (2,834) and Apprentice and Learner Users (11,640). Below are the metrics for ETB Users and Apprentice and Learner Users across the 16 ETBs:

ETB Name	ETB Users	Apprentice and Learner Users Clockings
Cavan and Monaghan ETB	107	269
City of Dublin ETB	325	784
Cork ETB	208	734
Donegal ETB	114	475
Dublin & Dún Laoghaire ETB	369	1,263
Galway & Roscommon ETB	172	688
Kerry ETB	152	1,680
Kildare & Wicklow ETB	110	0
Kilkenny & Carlow ETB	84	167
Laois & Offaly ETB	129	339
Limerick & Clare ETB	306	1,435
Longford & Westmeath ETB	108	585
Louth & Meath ETB	178	978
Mayo, Sligo & Leitrim ETB	153	515
Tipperary ETB	125	499
Waterford & Wexford ETB	194	1,229
Total	2,834	16,640

User Breakdown Metrics of current T&A Solution

The overall number of classes and apprentices & learners on the current T&A Solution during 2025 are shown below:

ETB Name	No. of Apprentice Classes during 2025	No. of Apprentices during 2025	No. of Learner Classes during 2025	No. of Learners during 2025
Cavan and Monaghan ETB	21	292	175	762
City of Dublin ETB	136	1,769	376	2,836
Cork ETB	159	2,113	333	1,458
Donegal ETB	63	904	127	1,102
Dublin & Dún Laoghaire ETB	117	1,596	444	3,000
Galway & Roscommon ETB	104	1,340	165	1,020
Kerry ETB	84	1,142	247	2,510
Kildare & Wicklow ETB	3	20	196	1,224
Kilkenny & Carlow ETB	40	548	143	586
Laois & Offaly ETB	38	503	156	622

Limerick & Clare ETB	172	2,353	308	1,843
Longford & Westmeath ETB	91	1,251	79	534
Louth & Meath ETB	151	2,049	109	930
Mayo, Sligo & Leitrim ETB	100	1,269	98	683
Tipperary ETB	38	510	158	1,018
Waterford & Wexford ETB	157	2,022	304	1,740
Total	1,474	19,681	3,418	21,868

Number of Classes and Apprentices & Learners in 2025

3.5 DESCRIPTION OF THE EXPECTED USER TYPES

There are five User Types expected to use the proposed time and attendance solution which are:

ESBS Users;
ETB Users (3 different types);
Apprentice and Learner Users.

Summarised information is provided below relating to User Types. More detailed information is available in Annex 1 in the Functional Requirements section.

Expected User Types	
ESBS Users	
ESBS Users - The key role of this user group is to ensure the delivery of a quality T&A Solution shared service to all ETBs. There are several roles Contracting Authority Users will undertake which are set out below:	
ESBS User Roles	Role High level Access requirements
Shared Services T&A Management and Oversight in the Live environment	Reporting Functionality (see annex 5 for reporting requirements) Class Set-up / Scheduling / Grouping / Locations User Set-up / Assign Roles Self Service Password Reset
Shared Services T&A Management in the UAT / Test environment (Super User Access)	Input / Edit Timesheet Approval Timesheet Class Set-up / Scheduling / Grouping / Locations

	User Set up / Assign Roles Self Service Password Reset
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ETB Users	
ETB Users - The key role of this user group is to manage the accurate capturing of T&A of apprentices and learners while in training. There are several roles ETB Users will undertake which are set out below:	
ETB User Roles	Role High level Access requirements
Approver Access – Multiple Approvers required per Class	Input / Edit Timesheet Approve Timesheet Reporting Functionality Self Service Password Reset
Full Access	Input / Edit Timesheet Approve Timesheet Reporting Functionality Class Set-up / Scheduling / Grouping / Locations User Set-up / Assign Roles Self Service Password Reset
View Only Access	Timesheet Approvals Reporting Functionality View Class Set-up / Scheduling / Grouping / Locations View User Set-up / Assign Roles

Apprentice and Learner Users	
Apprentice and Learner Users - The key role of this user group is to clock in / clock out, access their timesheets and reset password where required on the T&A Solution for their own information purposes. There are 3 roles Apprentices and Learners will undertake which are set out below:	
Apprentice and Learner User Roles	Role High level Access requirements
Limited Access	Clock in / Clock Out Limited reporting functionality to view historic timesheets Self-Services password reset

Integrations

The current solution integrates with a range of Government systems, Contracting Authority systems and Third-Party systems to enable and support ETB T&A processing. Tenderers should refer to Annex 3 – Current Integrations for further detailed information.

3.6 PROJECT AIM AND OBJECTIVES

The aim of the ETB Time & Attendance Solution (T&A) project is to deliver an integrated T&A Solution that will provide a high-quality UX, enabling management of T&A Transaction data throughout.

The Contracting Authority's project governance model includes a senior responsible officer who is a member of its management board. The governance structure includes a Change Control Board (CBB) that includes internal and external representation and subject matter experts. The project is led by a Project Manager who will be managing the Master Project Plan (MPP) and there is a full-time project team that will be scaled up as required.

The transition to an integrated ETB Time & Attendance (T&A) SaaS Solution will extend the current Shared Service model and ensure delivery of improved customer service. The T&A Solution will replace existing legacy systems, all of which have been in place for a number of years, and future proof financial processing via provision of frequent functional upgrades.

The T&A Solution must provide for the management, processing and reporting of T&A activities for ESBS and ETBs. In particular it must include functionality to enable:

- Application of multi-tiered business rules in accordance with Policy which is subject to change from time to time;
- Integration with external interfaces via APIs and/or secure file transfer mechanisms;
- Interaction with clocking terminals (see Annex 4 for current Clocking Devices) and generation of clockcard numbers;
- The ability to assign differing User Types and Class Schedules;
- The capturing of T&A data from multiple sources;
- Automated set up of Centres;
- Business Intelligence for end-to-end reporting and analytics including forecasting;
- ESBS Users customise various aspects of reporting;
- Audits
- ESBS Users Contracting Authority Users to record, update and manage organisational changes including but not limited to: User/Chart of Accounts/supplier types.

- ESBS Users customise the T&A Solution with business-as-usual changes e.g. upcoming bank holidays;
- Development, Configuration/Customisation and management of workflows;
- The T&A Solution must be fully hosted on a cloud platform within the EEA. Client Data must be stored, hosted and processed only in data centres located within the EEA;

3.7 IMPLEMENTATION

The Contracting Authority requires delivery of the T&A Solution, (including completion of all required configurations, customisations and implementation of all activities and waves, to be completed over a period of not more than six (6) months (including Hypercare) from the date of the signing of the contract, with ongoing development, support and maintenance thereafter. The overall implementation of the T&A Solution must take into consideration the operational requirements of the Contracting Authority. Deployments should not occur during Release blackout periods (January, April and September for the Phase 4 & Phase 6 Apprenticeship Intakes and during yearend December). A 2-Wave approach is required and will enable the realisation of benefits on an iterative basis and lessons learned on the completion of Wave 1. The Hypercare period for each Wave will be extended if, at the end of that Wave, there are still open issues or serious errors that cause limitations for users in performing business functions in the SaaS Solution. The successful Tenderer will therefore be required to outline their proposed timeline within their project plan.

With a proposed timeline of the following for Wave 1 (Apprentices): dates subject to change

weekno	1	2	3	4	5	6	7	8	9	10	11	12	13
w/e	11-Dec-26	18-Dec-26	25-Dec-26	01-Jan-27	08-Jan-27	15-Jan-27	22-Jan-27	29-Jan-27	05-Feb-27	12-Feb-27	19-Feb-27	26-Feb-27	05-Mar-27
	Project Management and Governance												
	Mobilise, Analyse, Design and Build Wave 1 (Apprentices)					Data Migration Wave 1 (Apprentices)			Go-Live to ETBs Wave 1 and Hypercare (Apprentices)				

With a proposed timeline of the following for Wave 2 (Learners): dates subject to change

weekno	14	15	16	17	18	19	20	21	22	23	24	25	26
w/e	12-Mar-27	19-Mar-27	26-Mar-27	02-Apr-27	09-Apr-27	16-Apr-27	23-Apr-27	30-Apr-27	07-May-27	14-May-27	21-May-27	28-May-27	04-Jun-27
	Project Management and Governance												
	Mobilise, Analyse, Design and Build Wave 2 (Learners)					Data Migration Wave 2 (Learners)			Go-Live to ETBs Wave 2 and Hypercare (Learners)				

Timelines are indicative only and subject to change.

For the avoidance of doubt the proposed timeline set out above will be adjusted based on the contract signing date. The start date could be brought forward or delayed.

The following table sets out key project activities.

Project Activity	Description
Mobilise	This activity involves a number of steps whereby the Tenderer will mobilise its team and establish the service provision arrangements.

Project Activity	Description
Analysis	This activity involves a fit-gap analysis for the T&A Solution to include but not be limited to 'As Is' and 'Future state' process analysis.
Design	This involves the design of UI, process workflows and the required Configurations/Customisations to effectively translate the requirements as outlined in Annex 1 to this RFT into a comprehensive and fully documented T&A Solution design.
Build	This involves the build of UI, process workflows and the required Configurations/Customisations to effectively translate the T&A Solution design into a comprehensive and fully functional T&A Solution.
Test	This involves the testing of the UI, process workflows, payroll processing and Configuration/Customisation of the T&A Solution. This will include test planning and execution for the T&A Solution to include user acceptance testing (UAT) and sign-off.
Training	This involves all preparatory activities related to a train-the-trainer approach, including creating a strategy and plan, developing a user evaluation process, developing training materials, managing training logistics and preparation for user training. It will also include training of ESBS staff (Apprentice and Learner Payments Operations Team) first level support staff and training on report creation and generation.
Deployment	This involves pre-Go-Live preparation, readiness assessments, data migration, integration, cutover activities (including parallel runs and comparison testing) and support to ensure successful implementation of the T&A Solution for each wave. Lessons learned will be shared from Wave 1 (Stage 1) to Wave 2 (Stage 2).
Hypercare	This involves additional support for post Go-Live service provision for each of the 2 deployed waves.
Implementation Project Closure	Implementation Project Closure will take place when the Hypercare period for Wave 2 (Stage 2) has completed.

Key Project Activities

Contracting Authority Project Team

The Contracting Authority Project Team (the “Project Team”) is an in-house team comprising appointed subject matter experts with overall responsibility for the management and delivery of the T&A Solution client-side. The Contracting Authority Project Team will be augmented, as required. The successful Tenderer must report to, work in co-operation with, and share knowledge with the Project Team. The table below provides details regarding the indicative structure of the Contracting Authority’s Project Team.

ESBS Project Team	
Role/Responsibility	Resource
Project Management	Overall Project Manager
Solution Design and Development	Technical Lead
Business Implementation and Readiness	Business Lead
Project Governance and Change Management	Change Management Lead
Cross Workstream Resources	SOLAS Business/Test Analysts x 2, Data Migration Specialist x 1, Business Subject Matter Experts x 2

ESBS Project Team

3.8 ROLE OF ESBS AND THE SUCCESSFUL TENDERER

The responsibilities of ESBS and the successful Tenderer are described below. Tenderers should note the responsibilities are as anticipated by ESBS, in conjunction with the Contracting Authority, at the

time of issue of this RFT and will be finalised and confirmed in detail as part of project planning and finalisation of the project initiation document.

The successful Tenderer must work in co-operation with and share knowledge with ESBS Project Team including other external service providers working on the project.

Areas of Responsibility	ESBS Project Team	Successful Tenderer
(i) Project management	• Coordination of the various components of the project with the successful Tenderer's Project Manager; • Management of project interdependencies and external service providers within the Contracting Authority's environment; • Management of the delivery of the project elements for which the Contracting Authority's Project Team has specific responsibility e.g., communications and change management etc.; • Management of the in-house Project Team; • Project governance; • Management of the change control process; • Sign off acceptance criteria for each project phase; • Provision of periodic reports to the management board.	• Management of the delivery of the project elements for which the successful Tenderer has specific responsibility i.e., per the specification of requirements described in Annex 1 to this RFT; • Provision of required input and support to the effective overall management and governance of the project e.g., complying with agreed project management processes and reporting structures, provision of regular status reports, change control, issue & risk management; • Attendance at project meetings; • Identification and management of risks, including escalation and mitigation of risks; • Control and monitoring project plans; • Document control and management of deliverables; • Liaise with and keep the Contracting Authority's Project Manager up to date including through the provision of regular progress reports on the supply, installation and operation of the T&A Solution.
(ii) Change management & communications	• Development and implementation of a change management strategy to support the successful implementation and adoption of the T&A Solution; • Management and delivery of the ongoing communications to internal and external Stakeholders for the duration of the project.	• Engage with the Contracting Authority Project Team to ensure alignment of the project plan with the Contracting Authority's Change Management strategy; • Provision of information and any inputs from the project necessary to help the Contracting Authority to prepare communication and change management materials; • The successful Tenderer must work with the Contracting Authority to prepare a Go-Live Checklist for the deployment of each wave which

Areas of Responsibility	ESBS Project Team	Successful Tenderer
		includes key activities for impacted business areas to ensure all relevant Stakeholders are prepared to adopt the change.
(iii) Design	• Coordination and participation in T&A Solution design workshops to facilitate articulation and definition of the requirements; • Provision of a single point of contact for resolving any questions relating to Business Requirements; • Review and feedback on all design documents; • Sign off and approve the detailed design (functional and technical); • Review and approve proposed 'future state' operational processes; • Provision of support to the successful Tenderer in the development of effective operational procedures related to the T&A Solution; • Facilitate engagement with internal and external Stakeholders to enable interface design.	• Carry out the detailed design to meet the requirements set out in Annex 1 to this RFT; • Provision of detailed solution design documents (functional and technical) for the T&A Solution including Configurations, modifications, Customisations and integration touchpoints for sign off and approval; • Development of the proposed target operational processes including recommending and facilitating improvements for these operational processes; • Supporting the change control process.
(iv) Build	• Provision of a single point of contact for input into the technical build of the T&A Solution; • Participation and provision of feedback as part of regular T&A Solution demonstrations; • Managing the Build sign-off process; • Facilitate engagement with internal and external Stakeholders to enable interface build.	• Ensure the accurate, efficient and effective translation of the T&A Solution design into a comprehensive and fit-for-purpose T&A Solution, including all the required Configurations, modifications, Customisations, integration touchpoints and all T&A Solution documentation; • Deliver iterative and progressive changes and provide complete visibility on progress; • Deploy and install the T&A Solution on the successful Tenderer's proposed cloud infrastructure; • Participation in meetings with Third Parties where required e.g., discussion on interfaces; • Provide necessary evidence to allow the Contracting Authority to sign-off the build and progress to the second Stage/Phase of the project.

Areas of Responsibility	ESBS Project Team	Successful Tenderer
(v) Testing	• Development (with the successful Tenderer) of an overarching test strategy for the project; • Management and execution of UAT and End to End testing including: ○ Test data preparation, including input to test scripts; ○ Organising and managing of resources; ○ Test execution; ○ Liaising with the successful Tenderer to communicate bugs and issues identified. • Re-testing of fixes arising from responses to reported UAT issues; • Coordination of other dependant systems and environments within the control of the Contracting Authority; • Management of the UAT sign-off process.	• Development (with ESBS) of an overarching test strategy for the project; • Development of detailed test plans based on the agreed test strategy; • Undertaking of all testing responsibilities as outlined in Annex 1 of this RFT including the provision of test script templates and related materials; • Implementation of end-to-end automated tests based on the agreed test cases; • Regression testing to ensure no regressive impacts occur as the project progresses throughout all stages and phases; • Investigation and resolution of issues identified and reported during all testing cycles including those reported during UAT and end-to-end testing; • Provision of support required for end-to-end testing, including UAT; • Provision of required test evidence to progress between test gates.
(vi) Data Migration	• Data profiling and data cleansing at source; • Assist the successful Tenderer in understanding the data in scope (e.g., data dictionaries, extracts); • Extraction of data from the existing system to a staging area; • Confirm that the data has been validated or alternatively report any issues for resolution by the successful Tenderer once load activities are completed.	• Provision of data dictionary related to the target Solution; • Provision of specifications related to upload interfaces; • Generate data mapping specifications as agreed with Contracting Authority; • Completion of a phased migration of data from the staging area to the target T&A Solution as agreed with Contracting Authority; • Resolve any data issues that arise during data migration validation.
(vii) Training	• Approval of an overarching training strategy (Train-the-Trainer) and plan for the project; • Participation in the drafting of Train-the-Trainer training material; • Review and approve all training material; • Organisation, planning and management of training logistics	• Development of a Train-the-Trainer strategy and plan including user evaluation process; • Undertaking a training needs analysis for specialist end users to assess the competencies and skills necessary to deliver end user training for users to manage, operate and use the proposed T&A Solution;

Areas of Responsibility	ESBS Project Team	Successful Tenderer
	including post Go-Live Training / Information sessions; - Undertake the agreed training responsibilities (after receipt of Train-the-Trainer training) e.g., carrying out end user training; - Respond to user feedback (evaluation) regarding end user training and implementing improvements in this training; - Management of the training sign off process.	- Provision of training materials; - Undertake agreed training responsibilities e.g., training-the-trainers, end user training of small specialist end user groups, etc. as per Annex 1 - Requirements; - Provide support required for end user training; - Attendance and participation in training/information sessions; - Act on user feedback (evaluation) regarding Train-the-Trainer training and implementing improvements in this training.
(viii) Solution Live Deployment	- Management of the change readiness and deployment activities to support transition to the new T&A Solution; - Management and coordination of cut-over activities including parallel runs and comparison testing for each deployment (including cut-over readiness checks before go-live); - Management of the deployment sign-off process; - Liaise with the successful Tenderer to coordinate the Contracting Authority activities to facilitate the deployment of each wave of the T&A Solution.	- Development of a deployment strategy and plan which is agreed with ESBS; - Development of automated deployment procedures; - Development of a cut-over strategy and plan for each deployment; - Load, transform and reconcile data where required to the Production environment before deployment; - Support as required cut-over activities and readiness checks, including parallel runs and comparison testing, before deployment; - Plan and manage the activities for each deployment wave of the project.
(ix) Support	- Participation in knowledge transfer activities; - Set-up and operate a dedicated Level 1 Support team.	- Set-up and operate the level 2 and 3 support service detailed in Annex 1 - Requirements and in accordance with the Service levels set out in the Services Contract; - Undertake knowledge transfer activities to Level 1 support team including: - Functional Solution walk-through; - Detailed technical workshops; - Training documentation and presentations; - On-the-job training.

Role of the Contracting Authority and the successful Tenderer

3.9 SERVICE LEVEL AGREEMENT

The successful Tenderer agrees to enter into a Service Level Agreement (SLA), as set out in the Services Contract of Appendix 6 with the Contracting Authority to govern the provision of services to the levels as set out in this RFT.

Appendix 2: Pricing Schedule

The Tenderer must complete the pricing template, Appendix 2 in accordance with the instructions set out in this Pricing Schedule and the instructions in Appendix 2.

All prices quoted must be all-inclusive (i.e., including but not being limited to all costs / expenses / indexation), be expressed in Euro only and exclusive only of VAT. The VAT rate(s) applicable to each element of the service, where applicable, must be indicated separately.

The costs are split into the following elements, i.e., Annual Subscription Fees for ESBS and ETB Users and Enterprise Licence for Apprentice and Learner Users, Implementation Costs including Per Diem rate for developers and Non-Resource SaaS Fees together with Post Implementation Costs. For evaluation purposes the full cost of the T&A Solution over the Term of the Services Contract (comprising an initial term of 6 years and all extensions up to a maximum term of 15 years) will be calculated, as set out in Appendix 2 to the RFT, by adding:

- Annual Subscription Costs, Enterprise Licence and other additional costs
- Total Fixed Implementation Costs and Non-Resource SaaS fees
- Post Implementation Costs which include Software Developer augmented Per Diem rate (multiplied by the maximum allowable drawdown days per year multiplied by 14)

Costs to arrive at a Total Cost of Ownership (“TCO”) for the Term of the Services Contract. For the avoidance of doubt, it is the TCO that will be used for evaluation purposes.

SAAS FEES

SaaS Fees are to be provided on one or more of the following basis as appropriate to the Solution being proposed:

1. On a per-user basis for all features and services which are provided per user (“User Subscription”) – for ESBS and ETB Users;
2. On an Enterprise Licence basis (or equivalent) for features or services that are not included under individual User Subscriptions – for Apprentice and Learner Users who are on a capped fee regardless of increase in the number for this User type.

For the avoidance of doubt, the above fees as they apply must be provided on an annual basis applicable to the ‘Current Number of Users’ heading in worksheet A of Appendix 2 Pricing Template.

For the purpose of calculating User Subscriptions, Tenderers should have regard to the expected user types set out in Appendix 1 to this RFT and in particular to the responsibilities set out for each role having regard to the functionality of the Solution necessary to meet the requirements as set out in Annex 1.

Tenderers should note that the Contracting Authority requires the User Subscriptions and Enterprise License Agreement to be calculated based on the 3 categories of users set out in Appendix 2, Worksheet A (Subscription Costs) namely:

- ESBS Users;
- ETB Users (3 User Access Types: Approver, Full, View Only);
- Apprentice and Learner Users.

The table below contains the expected deployment of users of the T&A Solution over the initial Term of the Services Contract, i.e., 1 to 6 years).

Initial Term of Services Contract	ESBS Users	ETB Users	Apprentice and Learner Users
Year 1	7	2,834	13,600
Year 2	7	2,919	14,008
Year 3	7	3,007	14,428
Year 4	15	3,097	14,861
Year 5	15	3,190	15,307
Year 6	15	3,285	15,766

Forecasted Ramp Up of Users

Note: The User numbers shown in the table immediately above are the expected numbers of Users, by user type for the years shown as they could be potentially deployed onto the T&A Solution. Tenderers should note, however, that the actual number of users in each User Type may reduce below or grow above the limits shown above. As mentioned above, Apprentice and Learner Users are on a capped regardless of increases in numbers. Provision has been made in Appendix 2, Worksheet A (Subscription Costs) for Tenderers to provide pricing in their response where an increase may occur.

The annual SaaS Fees quoted must be inclusive of all charges, including but not limited to the following:

- Base software fee (if any) to access the proposed T&A Solution;
- Access to the full range of functionality to meet the requirements set out in Annex 1 of the RFT;
- Hosting costs for the T&A Solution;
- Data storage costs for the T&A Solution;
- API costs, as they relate to the integration touchpoint details provided in Annex 3 – Current Integrations;
- All T&A Solution environments i.e., environments listed in Section II03 of TRD document which includes Test environment(s), Pre-Production environment and Production environment as applicable;
- All software Updates/Upgrades and/or maintenance patches;
- Provision of Level 2 to Level 4 support;
- Data security including, but not limited to anti-virus/anti-spam (AVAS) protection and data encryption;
- Other SaaS Fees not captured above (to be specified in the Tenderer's response), for example:
 - Where applicable, annual costs for each enterprise-wide and/or per-unit features or services not already included in the SaaS Fees set out above, but which are deemed necessary for the delivery of the T&A Solution. Such features and/or services may

include, for example, Hosting costs or data storage costs if these are not included in the SaaS Fees.

Tenderers must provide the SaaS Fees using the template provided in Appendix 2, Pricing Template, which accompanies this RFT, taking into consideration the instructions contained therein. Failure to provide all elements of the costs of the proposed SaaS solution will result in the Tender being deemed non-compliant within the meaning of Section 2.2 of the RFT and the Tenderer will be eliminated from further participation in the Competition.

TOTAL FIXED IMPLEMENTATION COST

Tenderers are required to provide a total all-inclusive (i.e., including but not being limited to all costs/ expenses / indexation) fixed price for the overall Implementation of the T&A Solution to cover all phases and activities, set out in out in Appendix 2, Worksheet B (Implementation Costs) of this RFT, which are necessary to meet the requirements set out in Annex 1, Section 4, Implementation Requirements. Tenderers must also include all other one-off costs associated with the implementation of the T&A Solution necessary to meet the requirements set out in Annex 1, Section 4, Implementation and Other Requirements.

Tenderers should note that if the actual number of days' effort required to provide any aspect of the Implementation service is greater than that estimated by the successful Tenderer in its response to this RFT and in the absence of agreement via the Change Control Procedure detailed in Schedule I (Governance) of the Services Contract at Appendix 6 to this RFT, the successful Tenderer shall be responsible for all costs required to complete the work and, by responding to this RFT the Tenderer so acknowledges and confirms.

The Implementation cost relating to resources must be broken down into days per named resource (professional grade level 1 to 5 as set out in Appendix 2) and **must be aligned to the Tenderer's project plan** submitted in response to Section 4.1 Project Management of Annex 1 to this RFT.

Tenderers should note that Hypercare is to be provided for all ETBs and ESBS inclusive in accordance with the requirements set out in Section 4.3 of Annex 1 of the RFT. Hypercare is considered part of the Implementation project and as such the cost of Hypercare must also be included in the Tenderer's response.

It is the Contracting Authority's expectation that the Implementation services would be conducted offsite (i.e., conducted away from the Contracting Authority/ETB premises). However, should the Tenderer propose to have specific resources onsite, the onsite location shall be Generali Building, Blanchardstown Shopping Center, Dublin 15 D15 YT2H. For the avoidance of doubt training shall be conducted online via MS Teams onsite generally and if required at the Contracting Authority's premises in Dublin. No travel and subsistence will apply to resources proposed for onsite work or resources involved in the delivery of training. Therefore, the Per Diem rates quoted for all onsite work and for training must be all inclusive Per Diem rates i.e., include all costs/expenses/indexation.

There may be circumstances where the Contracting Authority may, at its sole discretion, request the successful Tenderer to attend at the Contracting Authority premises outside of Co. Dublin or at a location specified by the Contracting Authority. For any such attendance, expenses will be paid for

travel within Ireland only, at normal Civil Service travel and subsistence rates – Circular 16/2022: Motor Travel Rates (where evidenced by vouched expenditure receipts). Copies of the Civil Service Travel & Subsistence Policy and Standard Rates are available at <https://www.gov.ie/circulars>.

Tenderers must complete the “Implementation Costs” workbook B provided in Appendix 2 “Pricing Template” which accompanies this RFT including the Per Diem rate for each proposed role, to include the professional grade level 1 to 5 in each case. A Per Diem Rate will be based on eight (8) hours of work (excluding breaks). Resources may work for longer to cater for any breaks they may require as permitted by the successful Tenderer.

By submitting a Tender, the Tenderer acknowledges and agrees that the all-inclusive Per Diem cost for each role (i.e., including but not being limited to all costs/expenses/indexation) will form the rate card for the Implementation and will apply to changes proposed under Schedule I (Governance) of the Services Contract.

POST IMPLEMENTATION SERVICES COST

The successful Tenderer must, post the expiry of the last Hypercare period of the last wave, provide a software developer, if required, for up to a maximum of eighty (80) days per year, to ensure the continued alignment of the implemented T&A Solution with future Releases, patches, Upgrades and enhancements, and to develop and implement Customisations where required and approved. The Software Developer may also carry out investigations and delivery of enhancements necessary to meet the Contracting Authority’s future ongoing Business Requirements.

For the avoidance of doubt this Software Developer, if required, must be provided on a fixed all-inclusive (i.e., including but not being limited to all costs / expenses / indexation) Per Diem basis over the Term of the Services Contract.

This software developer must be at a Professional Grade Level 3 grade, as described in Appendix 2 Professional Grade Levels, at a minimum, with the requisite knowledge, experience and expertise to deliver the required service and who is fully trained (end to end) on the implemented T&A Solution.

Tenderers should note that the Contracting Authority may, at its discretion, procure up to 80 post-software developer days per annum over the Term of the Services Contract. There is no commitment to draw down these days. The Per Diem rate for the software developer resource cannot exceed the equivalent rate for the specific role and grade proposed for the Implementation project, however a reduced rate may be offered.

It is the Contracting Authority’s expectation that the Software Developer services will be conducted offsite (i.e., conducted away from the Contracting Authority’s premises). However, should the Tenderer propose to have specific resources onsite, the onsite location shall be Generali Building, Blanchardstown Shopping Center, Dublin 15 D15 YT2H. The Per Diem rates quoted for all onsite work must be all inclusive Per Diem rates i.e., include all costs/expenses/indexation.

There may be circumstances where the Contracting Authority may, at its sole discretion, request the successful Tenderer to attend at the Contracting Authority premises in Generali Building, Blanchardstown Shopping Center, Dublin 15 D15 YT2H. No travel and subsistence will apply to resources proposed for onsite work in Dublin.

The Tenderer should note:

- A Per Diem Rate will be based on eight (8) hours of work (excluding breaks);
- Resources may work for longer to cater for any breaks they may require as permitted by the successful Tenderer.

PRICE INCREASES AND DECREASES

In accordance with Section 2.10.6 above, Tenderers should note that prices (Annual Subscription fees, Enterprise Licence Agreement and Implementation Costs including Post Implementation Costs) shall be fixed for the term of the contract subject to the following review provisions:

Prices (Annual Subscription fees, Enterprise Licence Agreement and Implementation Costs including Post Implementation Costs) are fixed as per the Charges stipulated in Appendix B (Pricing Schedule) of this Agreement for the Term of this Agreement.

In the event the Client elects to extend this Agreement in accordance with Clause 5 of Appendix 6, the Pricing (Annual Subscription fees, Enterprise Licence Agreement and Implementation Costs including Post Implementation Costs) shall be reviewable at the commencement of each extension period and, following review, shall remain fixed for the extension period. Prices may be increased or decreased by no more than 3%, or the percentage increase (if any) or decrease only by the percentage by which the CPI has increased or decreased in the edition of that index published by the Central Statistics Office (Ireland) most recently prior to that anniversary, whichever is the lesser.

For the avoidance of doubt Tenderers should note that costs of implementation are fixed and shall not be subject to price review.

PAYMENT SCHEDULE

Indicative Implementation Payment Schedule

The Contracting Authority will pay for the Implementation services based on the indicative milestone payment schedule as set out below including completion of waves and deliverables within waves (i.e., for the Design activity, deliverables would include functional design document, technical design document etc.).

As detailed in Appendix 2, Worksheet B (Implementation Costs) each of the two project implementation waves will be comprised of a number of activities, as determined by the Tenderer's approach to implementation and included in the Tenderer's response.

To successfully exit a project implementation phase and for payment to fall due under the payment schedule below, the deliverables set out in the **Milestone Payment Percentages Table** below must be completed in respect of all activities applicable, for each of the two Stages (Waves), to the project implementation Phase in question.

Milestone – Stage 1 (Wave 1) and Stage 2 (Wave 2)	Payment %
Mobilise	5%
Analysis and Design	20%
Build to Testing	15%
Training to Deploy	5%
Stabilise & Implementation Closure (3-month period from Go-Live for each Stage/Wave)	5%

Milestone Payment Percentages

The Contracting Authority may agree changes to the Payment Milestone Deliverables as detailed in the table above to align with the successful Tenderer's approach to Implementation, subject to the conditions set out in this section of the RFT.

In certain circumstances an ETB may require additional configurations.

The deliverables per activity are set out in the table below.

PAYMENT MILESTONE DELIVERABLES TABLE

The Payment Milestone Deliverables which will apply for each of the two Stages (Waves) will be determined based on the Tenderer's proposed implementation approach.

Project Activity	Description	Payment Milestone Deliverables
Mobilise	This activity involves a number of steps whereby the Tenderer will mobilise its team, configure the T&A Solution and establish the service provision arrangements.	• Agreed project management structures are in place; • The successful Tenderer's Project Team in place; • Review of detailed project plan complete, plan updated and accepted by the Contracting Authority as the Implementation Plan; • Project kick off meeting conducted; • Project initiation document (PID) approved by Contracting Authority;
Analysis & Design	This activity involves a fit-gap analysis for the T&A Solution to include but not be limited to 'As Is' and 'Future state' process analysis. This involves the design of the relational database, UI, process workflows and the required Configurations to effectively translate the requirements as outlined in this RFT into a comprehensive and fully documented T&A Solution design.	• Fully documented strategy approved by the Contracting Authority; • End to end Solution design; • Functional specifications, to include all Customisations, to be provided, and approved by the Contracting Authority; • All agreed design artefacts delivered; • Data migration strategy and plan agreed; • Design of the T&A Solution relational database, UI, process workflows, reports and the required Configurations complete.

Project Activity	Description	Payment Milestone Deliverables
Roll Out to ETBs Activity 1 – Build to Testing	This involves the build of the database, Configurations, modifications, Customisations, interfaces and process workflows for the T&A Solution and the Configuration of the T&A Solution to the requirements and specifications. The completion of Data Migration. Testing in accordance with PD04 in Annex 1 of the RFT.	• Complete build of a comprehensive and fit-for-purpose Solution for the ESBS and ETBs achieving the blueprint outlined in the analysis and design phase; • Configuration and coding (if any) to be completed; • Deployment plan agreed covering the end-to-end delivery of the overall build; • Results from developer testing (unit) evidenced and provided to the ESBS; • Data Migration complete; • Definition and testing of BAU criteria; • Complete agreed testing activities; • All test issues resolved; • Sign-off Phase test results; • All deliverables reviewed and approved by the Contracting Authority.

Project Activity	Description	Payment Milestone Deliverables
Roll Out to ETBs Activity 2 – Training to Deploy	This involves all preparatory activities related to user training including developing the training plan for the approved training strategy including user evaluation process, developing training materials, managing training logistics and preparation for user training. To include training of ESBS staff and ETB staff and training on report generation. Delivered via a “Train-the-Trainer” approach. Deployment activity will involve pre-Go-Live preparation, readiness assessments, data migration, cutover activities and post Go-Live support to ensure successful implementation of the T&A Solution for each Rollout Phase. Required reports will be designed and implemented for each Rollout wave. Lessons learned will be shared from Stage 1 (Wave 1) to Stage 2 (Wave 2). Deployment will adopt a wave-based approach with each wave planned and managed according to Appendix 1 Implementation.	• Training needs assessment for each User Community; • Training strategy and plan complete; • Training materials developed and issued; • ESBS Users training completed to agreed standard together with nominated ETB Users; • Agreed pre-Go-Live schedule of activities to be completed; • Processes implemented to cover SM01 in Annex 1 in terms of support and maintenance; • Go/No Go readiness assessment; • Deployment of the approved Solution; • Provision of Post-Go-Live support plan (Hypercare) to ensure successful service transition; • Lessons learned will be shared across the subsequent Rollout Phase; • All deliverables reviewed and approved by the Contracting Authority.

Project Activity	Description	Payment Milestone Deliverables
Roll Out to ETBs Activity 3 – Hypercare & Phase Closure (3-month period for each Stage/Wave)	This involves transitioning from end of deployment for each of the two Rollout stages (waves) to handing over to post Go-Live service provision for that Rollout stage (wave) as set out in PD06 in Annex 1 of the RFT in terms of hypercare and project closure. Each Stage (Wave) Closure will take place when the T&A Solution is fully live for the associated Stage (Wave) without major incidence, reported by ESBS and ETBs, for a period of not less than 3 months. Overall Project Closure will take place, 3 months following on from Go-Live of Stage 2 (Wave 2).	• Resolve all Rollout wave Go-Live issues or defects; • Sign-off Rollout Stage (Wave) Go-Live; • All activities for Stage (Wave) Complete; • T&A Solution Live for all intended Users; • All implementation issues resolved; • All agreed training delivered; • All project documentation completed and updated by the successful Tenderer and signed-off by the Contracting Authority; • Lessons learned exercise complete, including report completed and signed-off by the Contracting Authority; • Knowledge transfer activities complete; • Successful Tenderer's L2 and L3 support staff and structures fully in place and operational; • Hypercare period for each Rollout wave is completed with no issues remaining; • Final sign off by Contracting Authority achieved.

Payment Milestones

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: The Department of Education and Youth (the "Contracting Authority")

RE: IT3706C - Request for Tenders for the Provision of a Time and Attendance Solution (T&A) within a Software as a Solution (Saas) for the Education Shared Business Services (ESBS)

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Services Contract, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Annex 1 to the RFT.
2. We accept all of the Terms and Conditions of the RFT, the Services Contract and the Confidentiality Agreement and agree if awarded a Services Contract to execute the Services Contract at Appendix 6 to the RFT and the Confidentiality Agreement at Appendix 7 to the RFT.
3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.
4. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
5. We agree that, if awarded any Services Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.
6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline, as specified at paragraph 2.10.3 of the RFT.
8. We shall, if awarded any Services Contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.
9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
12. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Services Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: IT3706C - Request for Tenders for the **Provision of a Time and Attendance Solution (T&A) within a Software as a Solution (Saas) for the Education Shared Business Services (ESBS)**

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").
2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
 - (a) Ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - (b) Ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
 - (c) Ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - (d) Ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - (e) Ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - (f) Ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
3. [Click here and insert name of entity]
 - (a) Is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

- (b) Has carried out the preparation of the Tender independently.
4. [Click here and insert name of entity]
- (a) Has in the performance of all public contracts, complied with applicable obligations in the field of environmental, social and labour law that apply at the place where the works are carried out or the goods provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - (b) Is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - (c) Is not guilty of grave professional misconduct.
 - (d) Has not entered into agreements with other economic operators aimed at distorting competition.
 - (e) Is not aware of any conflict of interest due to its participation in the Competition.
 - (f) Has not had any prior involvement in the preparation of the Competition.
 - (g) Has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages, or other comparable sanctions.
 - (h) Is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
 - (i) Has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition or obtain confidential information that may confer upon it undue advantages in respect of the Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
7. Any subcontractor, supplier, or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic

operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Declared before me by _____ who is personally known to me.

(or who is identified to me by _____ who is personally known to me) or*

at _____ this _____ day of _____ 20__

(signed)

Practising Solicitor/Commissioner for Oaths

**Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)*

Appendix 5 – Glossary of Terms and Abbreviations

GLOSSARY OF TERMS

Below is a glossary of terms in the RFT and associated annexes.

Glossary	
Term	Explanation
A&L Operations Helpdesk	The Level 1 Helpdesk service provided by the Apprentice and Learner Payments Operations Team in ESBS, on behalf of the Contracting Authority. Incoming queries are from ETB end users and other relevant stakeholders e.g. SOLAS ICT and business units, ETBI.
Application	An application is a software package that performs a specific function (e.g., creates Timesheet for sending to payments system).
As Is	"As Is" denotes the current processes and procedures in carrying out a business function.
Authorised Approver	An Authorised Approver is a unique person who is given access to approve specific requests within the T&A Solution.
Authorised User	An Authorised User is a unique person who is given access to a particular/group of Application(s).
Automation	An Automation is software coding that transforms information and performs repeatable tasks via built in processes and rules, which eliminates/reduces human interaction with the system.
Award Criteria	The Award Criteria is the criteria that constitutes the basis a contracting authority chooses the best tender and awards a contract.
Business Intelligence	Business Intelligence (BI) software is a type of Application software designed to retrieve, analyse, transform and report data for Business Intelligence.
Business Requirement	A Business Requirement defines what a business must do to meet its agreed objectives.
Centres	See "FET Centres"
Change Control Board	The Change Control Board is in place for significant changes to system and is a decision making and approval board. It consists of representation from ESBS, the ETB sector and ETBI.

Circular	A Circular is a written statement that provides information and guidelines on laws and procedures.
Configuration	A Configuration is the way a system is set up, or the assortment of components that make up the system. Configuration can refer to hardware, software, or a combination of both.
Consumer Price Index (CPI)	The Consumer Price Index measures the change in the average level of prices (inclusive of all indirect taxes) paid for consumer goods and services in the country.
Customisation	A Customisation is a requirement met by the build of additional non-standard components, specific to the Contracting Authority's System.
Data Approver	A Data Approver, in terms of user persona, approves the work completed by the Data Inputter.
Data Inputter	The Data Inputter is usually the Administrator in the ETB who is responsible for reflecting the T&A information for apprentices and learners who do not utilise the clocking system and web clocking.
Device	A Device refers to any hardware equipment that can/will be used to access the T&A Solution (e.g., computers, mobile phones and tablets).
Education and Training Boards (ETB)	Education and Training Boards are statutory education authorities with responsibility for education and training, youth work and a range of other statutory functions. Education and Training Boards manage and operate community national schools, post primary schools, further education colleges, and a range of adult and further education centres delivering education and training programmes.
ESBS Users	ESBS Users is the collective term used for Department of Education ESBS users who deliver the ETB T&A shared service, IT Support staff and System Administrators, on behalf of the Contracting Authority.

FET Centres	Further Education and Training Centres
Government Networks (GN)	Government Networks (GN) is a wide area network (WAN) connecting public service agencies on a data, voice and video capable network. GN is designed primarily to facilitate secure and reliable communication between Government agencies and to support existing and future Government applications.
Hosting	Hosting is the process of securely housing, protecting and giving access to software, services and data relating to the overall System.
Hypercare	Hypercare is the period immediately following a system “go live” where an elevated level of support is available to ensure the seamless adoption of a new system.
Integration Point	An Integration Point is a data exchange process initiated by a source system for providing data to a target system.
Master Data	Master Data is the consistent and uniform set of identifiers and extended attributes that describes the core entities of the SaaS Solution (e.g., Pay Codes).
Master Project Plan (MPP)	The Master Project Plan (MPP) defines the project in terms of objectives, scope, deliverables and Stakeholders and describes how the project will be executed, monitored, and controlled.
Oireachtas	The Oireachtas is the national parliament of Ireland.
Public Sector Body	Formally established organisation that is publicly funded to deliver a public or government service.

Reference Data	Information used to classify or categorise other data. Typically, they are static or slowly changing over time (e.g., project codes, Class IDs).
Release	See "Upgrade".
Shared Services	Shared Services is the common or combined services provided to more than one public service body, the provision of which (to the public service bodies concerned) enables, assists or facilitates the carrying out of any administrative task or process necessary for or incidental to the performance of functions in public service bodies.
Stakeholder	A Stakeholder is an entity which is affected by or has influence over Apprentice and Learner Payments Operations.
Tenderer	A Tenderer is a responding entity to the RFT.
Tenderer's Support Helpdesk	Tenderer's Support Helpdesk is the single point of contact provided by the Tenderer to the Contracting Authority, for the routing of issues identified by the Contracting Authority with the T&A Solution.
Third Party	A Third Party is any entity with which the Tenderer is collaborating, sub-contracting or in partnership as part of the proposal.
Transactional Data	Transactional Data is information that documents an exchange, agreement or transfer that occurs between organisations and/or individuals. It is a special category of data as transactions typically have commercial and legal significance.
Upgrade	An Upgrade refers to every kind of Upgrade, update or release that the T&A Solution and/or the underlying products must periodically undergo. It is assumed that Upgrade activities are part of the ordinary release cycle and that a degree of automated and manual testing will be required to ensure backward compatibility, especially in the parts of the SaaS Solution implemented via custom components.

User Communities	User Communities are logical groupings of end users, based on how they access and use the Solution. There are three User Communities required: 1) ESBS Users 2) ETB Users and 3) Apprentice and Learners Users.
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ABBREVIATIONS & ACRONYMS	
API	Application Programming Interface
BAU	Business As Usual
BI	Business Intelligence
CCB	Change Control Board
CPI	Consumer Price Index
DEY	Department of Education and Youth
EEA	European Economic Area
eESPD	European Single Procurement Document
ETB	Education and Training Board
EU	European Union
FMS	Financial Management System
T&A	Time and Attendance
GDPR	General Data Protection Regulation
GN	Government Networks
ICT	Information and Communications Technology
ITIL	Information Technology Infrastructure Library
PSB	Public Sector Body
RFT	Request for Tender
SaaS	Software as a Service
S.I.	Statutory Instrument
URL	Uniform Resource Locator
UAT	User Acceptance Testing
UI	User Interface(s)
UX	User Experience

Appendix 6: Services Contract

See attached document

Appendix 7: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority], of [insert address] (hereinafter “the Contracting Authority”) of the one part;
and

[Contractor’s legal name: to be completed on signing.], of [address: to be completed on signing.]
(hereinafter called “the Contractor”) of the other part.

WHEREAS

- A. By Request for Tenders dated [insert date] entitled [insert title] (the “RFT”) the Contracting Authority invited tenders (“Tenders”) for the provision of the Goods/Services described in Annex 1 to the RFT (the “Goods” “Services”) (“the Competition”). The Contractor submitted a response to the RFT dated the [insert date of Tender].

The Contractor has been identified as the preferred bidder in the Competition.

- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) (“the Contract”), certain confidential information as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Contracting Authority.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Contracting Authority and that each item of Confidential Information shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement “Confidential Information” means:
 - 2.1 unless specified in writing to the contrary by the Contracting Authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Contracting Authority, the supply of Goods/Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the Contract(s) including personal data within the meaning of the Data Protection Laws; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.
3. For the purposes of this Agreement “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:
 - 4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 4.2 not, without the prior written consent of the Contracting Authority, to communicate or disclose any part of such Confidential Information to any person except:
 - i to those employees, agents, Subcontractors and other suppliers on a need-to-know basis; and/or
 - ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Contracting Authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.
5. The obligations in this Agreement will not apply to any Confidential Information:
 - i in the Contractor's possession (with full right to disclose) before receiving it from the Contracting Authority; or
 - ii which is or becomes public knowledge other than by breach of this clause; or
 - iii is independently developed by the Contractor without access to or use of the Confidential Information; or
 - iv is lawfully received from a third party (with full right to disclose).
6. The Contractor undertakes:
 - 6.1 to comply with all directions of the Contracting Authority with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);
 - 6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities;
 - 6.3 upon termination of the Competition (or the Contract) for whatever reason to furnish to the Contracting Authority all Confidential Information or at the written direction of the Contracting Authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the Contracting Authority) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Contracting Authority so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Contracting Authority and the Contractor so acknowledges and confirms.
8. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Contracting Authority as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Contracting Authority and in the manner agreed in writing between the Parties.
9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.
11. A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:
 - “Data Controller” has the meaning given under the Data Protection Laws;
 - “Data Processor” has the meaning given under the Data Protection Laws;
 - “Data Subject” has the meaning given under the Data Protection Laws;
 - “Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;
 - “Personal Data” has the meaning given under Data Protection Laws;
 - “Processing” has the meaning given under the Data Protection Laws;
- B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-
 - (1) process that Personal Data only on the written instructions of the Contracting Authority;
 - (2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Contracting Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and

- regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Contracting Authority has been obtained and the following conditions are fulfilled;
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. The Contractor complies with reasonable instructions notified to it in advance by the Contracting Authority with respect to the processing of the Personal Data;
- E. The Contractor shall promptly notify the Contracting Authority if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Contracting Authority's obligations under the Data Protection Laws and provide full co-operation and assistance to the Contracting Authority in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
 - F. The Contractor shall without undue delay report in writing to the Contracting Authority any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
 - G. The Contractor shall assist the Contracting Authority in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
 - H. The Contractor shall at the written direction of the Contracting Authority, amend, delete or return Personal Data and copies thereof to the Contracting Authority on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
 - I. The Contractor shall permit the Contracting Authority, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the provision of the services. The Contractor shall comply with all reasonable directions of the Contracting Authority arising out of any such inspection, audit or review.

- J. The Contractor shall fully comply with and implement policies which are communicated or notified to the Contractor by the Contracting Authority from time to time.
- K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Contracting Authority or the Contracting Authority's designated auditor.
- L. The Contractor shall:-
1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
 2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
 3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Contracting Authority's option, reimburse the Contracting Authority for any reasonable expenses it incurs in having the Personal Data restored by a third party.
- M. The Contracting Authority consents to the Contractor appointing [insert third-party processor] as a third-party processor of Personal Data under this Agreement. The Contractor confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 as between the Contracting Authority and the Contractor. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.
- N. Save for clauses 11B, 11C, 11D (4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

SIGNED for and on behalf of the Contracting Authority _____ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor _____
Witness	Witness

SCHEDULE A TO THE CONFIDENTIALITY AGREEMENT: DATA PROTECTION

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor
 - 1.1 Subject matter of processing
 - 1.2 Nature of processing
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

END OF DOCUMENT