

Tender Clarifications					
Competition Reference		IT3706C RFT for the Provision of a Time and Attendance Solution within a Software as a Solution (Saas) for the Education Shared Business Services (ESBS)			
Issue Date		16.07.2026			
Message ID	Date Received	Query	Response	Message ID	Response Date
735159	15.07.2026	"Schedule O imposes broad exit management obligations on the Contractor, including obligations that could require the disclosure of confidential information, including proprietary methodology, technical architecture, and operational know-how, to a Replacement Contractor. We do not consider that such disclosure is necessary to protect the Authority's interests on exit; the Authority's primary requirement is an orderly transition of the Services and the return of Client Data, both of which can be achieved without the Contractor being required to disclose information that is confidential to it. We would therefore ask the Authority to confirm that the Contractor will not be required to disclose any information that is confidential to it (including, without limitation, any proprietary technical, operational or commercial information) to any Replacement Contractor or third party during the Exit Assistance Period, and that Schedule O will be amended to reflect this position."	Following completion of the procurement process, the Contracting Authority and the successful Tenderer will finalise the Service Contract for execution. This will include incorporation of the successful Tenderer's Response and any compatible Contractor Terms and Conditions (Schedule R) in accordance with Appendix 6, Section 1(e) of the Service Contract. Any Contractor Terms and Conditions that are incompatible with the Service Contract, or which are expressly disapplied under Appendix 6, Section 1(e), shall not form part of the final agreement. For the avoidance of doubt, the finalisation of the Service Contract will not result in any material amendment to the procurement documents or the terms on which the competition was conducted		16.07.2026
735159	15.07.2026	Clause 7.1 grants the Client and Authorised Users the right to "modify, adapt, enhance and otherwise utilise" the SaaS Solution. Given that the Authority is explicitly tendering for a SaaS service, we do not consider that a unilateral right to modify, adapt or enhance the Solution is consistent with how SaaS is delivered; the Solution is hosted, maintained and developed centrally by the Contractor on a multi-tenanted basis, and any modifications are necessarily made	Following completion of the procurement process, the Contracting Authority and the successful Tenderer will finalise the Service Contract for execution. This will include incorporation of the successful Tenderer's Response and any compatible Contractor Terms and Conditions (Schedule R) in accordance with Appendix 6, Section 1(e) of the Service Contract. Any Contractor Terms and Conditions that are incompatible with the Service Contract, or which are expressly disapplied under		16.07.2026

		by the Contractor rather than the Client. We would therefore ask the Authority to confirm, by way of a binding Tender Clarification, that any modifications, adaptations or enhancements to the SaaS Solution will be carried out exclusively by the Contractor (whether pursuant to the Change Control Procedure or otherwise), and that clause 7.1 will be amended to remove the Client's unilateral right to modify, adapt or enhance the Solution.	Appendix 6, Section 1(e), shall not form part of the final agreement. For the avoidance of doubt, the finalisation of the Service Contract will not result in any material amendment to the procurement documents or the terms on which the competition was conducted		
735159	15.07.2026	Clause 12.6 grants the Client a unilateral right to set off against any payment due to the Contractor any liability of the Contractor, whether actual or contingent, liquidated or unliquidated, without notice. We are concerned that the inclusion of contingent and unliquidated liabilities gives the Client an extremely broad discretion to withhold payments against unproven or speculative claims, creating material cash-flow risk for the Contractor in circumstances where the underlying liability has not been established. We would therefore ask the Authority to confirm that clause 12.6 will be amended to limit the Client's set-off right to liabilities that have been agreed in writing between the parties or determined by a court or arbitral tribunal of competent jurisdiction.	Following completion of the procurement process, the Contracting Authority and the successful Tenderer will finalise the Service Contract for execution. This will include incorporation of the successful Tenderer's Response and any compatible Contractor Terms and Conditions (Schedule R) in accordance with Appendix 6, Section 1(e) of the Service Contract. Any Contractor Terms and Conditions that are incompatible with the Service Contract, or which are expressly disapplied under Appendix 6, Section 1(e), shall not form part of the final agreement. For the avoidance of doubt, the finalisation of the Service Contract will not result in any material amendment to the procurement documents or the terms on which the competition was conducted		16.07.2026
735159	15.07.2026	The current order of precedence places the RFT above the Contractor's Tender Response, with the result that any qualifications, assumptions or deviations set out in the Tender Response are overridden by the RFT to the extent of any conflict. Given that the successful Tenderer's response will necessarily reflect its own technical approach, delivery methodology and assumptions as to the scope of the solution to be delivered, we respectfully ask the Authority to confirm that the Tender Response (including all Tender Clarifications issued by the Contractor) will be treated as incorporated into Schedule B (The Specification) and will take precedence over	Following completion of the procurement process, the Contracting Authority and the successful Tenderer will finalise the Service Contract for execution. This will include incorporation of the successful Tenderer's Response and any compatible Contractor Terms and Conditions (Schedule R) in accordance with Appendix 6, Section 1(e) of the Service Contract. Any Contractor Terms and Conditions that are incompatible with the Service Contract, or which are expressly disapplied under Appendix 6, Section 1(e), shall not form part of the final agreement.		16.07.2026

		the RFT in the event of any conflict, so that the contractual specification accurately reflects the solution the successful Tenderer has proposed to deliver.	For the avoidance of doubt, the finalisation of the Service Contract will not result in any material amendment to the procurement documents or the terms on which the competition was conducted		
736031	15.07.2026	Regarding requirement BID02, which refers to the setup, customization, and creation of new Business Intelligence reports, could the Contracting Authority please confirm how many users are expected to require report-authoring capabilities (i.e., the ability to create, modify, and publish new BI reports and dashboards)? For clarity, we are requesting the number of users who will need report creation and customization permissions, not the number of users who will only consume or view BI reports.	It is estimated that there will be 10 users of this type (for those who will need report creation and customisation permissions, not the number of users who will only consume or view BI reports or equivalent). This number should only be used as an indication as it is subject to change. It is expected that charges will only be applied for licenses actually used when the time comes.		16.07.2026