

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		22.07.2026			
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 disappplied 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	736392	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 disappplied under	736392	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	736392	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.	736392	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.	736392	16.07.2026
740118 - 1	21.07.2026	Integration Scope Confirmation Can the Contracting Authority please clarify the scope of responsibility for the integrations listed in Annex 3 (Current Integrations), including which integration points are expected to be implemented, managed and supported by the successful Tenderer as part of the proposed T&A Solution, and which integration points remain outside the scope of this procurement?	In terms of which integration points/connectors referenced in Annex 3 to which the successful Tenderer will be expected to build, implement, manage and support the following IDs referenced come within scope: - IN03: SOLAS ACSS and Time & Attendance Systems – Additions & Terminations for Apprentices - IN04: SOLAS ACSS and Time & Attendance System – Pay Code Files for Apprentices - IN05: SOLAS PLSS & ACSS and Time & Attendance System – Badge Prefixes and Site Code Setup - IN07: SOLAS PLSS and Time & Attendance System – Clockcard numbers - IN08: SOLAS PLSS System and Time & Attendance System – Additions & Terminations for Learners - IN10:	741089	22.07.2026

Commented [GJ1]: manual process for site setups - look to make automated process between SOLAS & T&A system in the FRs

			Payroll and Time & Attendance systems – Salary & Allowance Pay Code file for Learners - IN11: Time & Attendance and Payroll systems - IN13: Time & Attendance system provides statistical file to ETBs The successful Tenderer will be expected to engage with the 3rd parties to identify the requirements specification necessary.		
740118 - 2	21.07.2026	Clocking Device Quantities Annex 4 lists the makes, models, and approximate purchase years of clocking devices currently in use across the 16 ETBs but does not provide quantities. Can the Contracting Authority provide the approximate number of each device type currently deployed, ideally broken down by ETB, to support accurate hardware costing under TRD requirement CD01?	Please refer to separate excel document provided in response to this question. The information contained is the result of data gathering. Some of the detail is currently unknown and the document therefore is intended to provide an indication of the current situation which is subject to change.	741089	22.07.2026
740118 - 3	21.07.2026	Data Migration Source Systems TRD requirement DT01 notes "the potential need for multiple extracts for each ETB" when describing the data migration approach. Can the Contracting Authority confirm whether historical apprentice/learner T&A data is held in a single, centralised source system, or in separate, ETB-specific data stores requiring individual extraction and mapping exercises?	T&A data is held in a centralised source system. Each of the 16 ETBs has access only to data pertaining to their ETB. ESBS has access to the data of all 16 ETBs. Access levels are outlined in section UT02 of TRD.	741089	22.07.2026
740118 - 4	21.07.2026	Out-of-Hours & User Support Expectations The TRD requires the proposed solution to maintain 99.5% availability, 24 hours per day, 7 days per week, 365 days per year, while Annex 8 references evening and night training activities.	The evening and night training facilities referred to in Annex 8 SOLAS FET Learner Payments Policy and Operating Guidelines does not come within scope of this procurement. This procurement relates only to	741089	22.07.2026

		Can the Contracting Authority please confirm whether Level 1 support services are expected to be provided to all three User Communities (ESBS Users, ETB Users, and Apprentice & Learner Users), or only to designated organisational users? Additionally, where users are actively using the solution during evenings or weekends, is Level 1 Support expected to be available outside standard business hours, or is support during standard business hours considered acceptable provided the required solution availability is maintained?	Apprentices and Learners whose training runs during daytime hours. The ESBS will be providing Level 1 support to end users of the system. The successful Tenderer will be expected to provide support for Levels 2 and above.		
740118 - 5	21.07.2026	Data Migration Acceptance Criteria The procurement documentation indicates that approximately 500 GB of historical data is expected to be migrated into the new solution. Can the Contracting Authority confirm the expected acceptance criteria for data migration, including reconciliation requirements, acceptable data quality tolerances, validation approach and the respective responsibilities for migration sign-off?	This will be discussed and agreed with the successful tenderer.	741089	22.07.2026
740118 - 6	21.07.2026	Current Clocking Device Connectivity Mechanism Annex 4 lists the makes and models of clocking devices currently in use but does not describe how these devices currently connect to or transmit data to the existing TACS system. Can the Contracting Authority provide details of the current data capture and transmission mechanism for these devices, to support accurate integration design under Option One (Integrate and Support) of TRD requirement CD01?	Tenderers should base their proposals on the information provided in Annex 4 and the TRD and should set out their own assumed integration approach. No further technical detail on the existing system's data capture or transmission mechanism is being provided at this stage.	741089	22.07.2026
740118 - 7	21.07.2026	Intelligent Document Processing The TRD (Requirement MTA01) requires the proposed Solution to support automated scanning of standard timesheet templates using technologies such as Intelligent Document	The successful Tenderer will be expected to provide/facilitate a solution allowing timesheet information to be recognised/accepted without manual input by an end user. The successful Tenderer will have an opportunity to discuss this in	741089	xx.07.2026

		Processing, while the procurement documentation also references this capability as an additional requirement. Can the Contracting Authority please clarify whether the successful Tenderer is expected to provide, configure, implement, and support this automated document processing capability as part of the proposed T&A Solution	greater detail with I.T. representatives within the Department.		
740118 - 8	21.07.2026	Preferred Technology Platform Can the Contracting Authority please confirm whether there is a preferred technology platform, product, or technology stack for the proposed Time & Attendance (T&A) Solution, or whether Tenderers are free to propose any suitable platform/technology that meets the functional, technical, security, integration, hosting, and other requirements specified in the RFT and TRD?	Tenderers should base their proposals on the information provided in Annex 4 and the TRD and should set out their own assumed integration approach. No further technical detail on the existing system's data capture or transmission mechanism is being provided at this stage.	741089	22.07.2026
740118 - 9	21.07.2026	ETB User Classification The procurement documentation identifies ETB Users (Approver, Full Access and View Only) as a separate User Community. Can the Contracting Authority please clarify the operational relationship of ETB Users to ESBS within the proposed T&A Solution? Specifically, are ETB Users expected to operate as part of the ESBS organisation, or as users representing individual ETBs(External Users) who are granted access to the solution to perform their respective responsibilities?	All 16 ETBs are separate entities to ESBS. In this regard they should be treated as users representing individual ETBs (External Users) who are granted access to the solution to perform their respective responsibilities. As outlined in section in the visual in section UT02 of the TRD, ETBs are to have 4 different types of access (User, Approver, Full, View Only). ESBS is to have limited access in Live and full access in UAT environments.	741089	22.07.2026
740118 - 10	21.07.2026	Expected User Activity and System Access Can the Contracting Authority please provide an indication of the expected usage patterns for each of the three User Communities (ESBS Users, ETB Users, and Apprentice & Learner Users), including the anticipated frequency of system access and whether their interaction with the	While usage of the T&A solution is ongoing (daily clocking and admin tasks) there is usually increased usage during the standard week from Thursday to Monday in preparation for the payrun close-off on Wednesday. Payruns for learners are on a weekly basis and apprentices are paid each fortnight.	741089	22.07.2026

		T&A Solution is expected to be daily, periodic, or event-driven?	Attendance is exported each week for apprentices and learners.		
740118 - 11	21.07.2026	Mobile Access Requirements Can the Contracting Authority please clarify the expected mobile access requirements for the proposed T&A Solution? Specifically, is a mobile-responsive web application sufficient to meet the requirements, or is the provision of native mobile applications (iOS and/or Android) expected for one or more of the User Communities?	In some ETBs, certain cohorts of apprentices and learners clock in/out using their mobile phones (geographic limitations applied).	741089	22.07.2026
740118 - 12	21.07.2026	Digital Forms The procurement documentation specifies the functional capabilities required for Digital Forms but does not provide details of the existing forms that are expected to be digitised. Can the Contracting Authority please provide examples or descriptions of the current forms used by ESBS and/or the ETBs that are intended to be replaced by Digital Forms as part of this procurement.	An example relates to timesheets which are currently completed manually for specific cohort of apprentices/learners.	741089	22.07.2026