

Change log: ID-01 Core Solution - 20 April 2026

Name	Date identified	Changes/Questions	Answers to suppliers
Liability Cap	2026-04-17	<p>The liability cap currently equals the delivery payment throughout the entire contract term. However, upon Acceptance, the risk of the Solution passes to the Contracting Authority, and the Vendor's role is reduced to providing maintenance and support. Maintaining the same cap level after Acceptance creates a disproportionate risk exposure for the Vendor, which will inevitably be reflected in higher pricing. We encourage the Contracting Authority to adopt a more balanced approach, which are also in line with market standards for long-term IT Contracts: "Compensation can only be claimed for any matters giving rise to payment of a penalty if and to the extent that the Client can prove any loss in excess of the penalty amount. In any case, until the Acceptance Date, the combined amount of compensation and any applicable penalties shall be limited to the delivery payment. After the Acceptance Date, the combined amount of compensation and any applicable penalties, shall be limited to the annual maintenance fee."</p>	<p>The Client confirms that the intention remains to maintain a single, overall liability cap covering both the delivery phase and the operational phase, in order to ensure a clear and consistent allocation of risk under the Contract.</p> <p>As also stated in the in the earlier response to the question on The Contract, Clause 21, the Client is open to adjusting the overall level of the liability cap to better reflect both phases of the Contract. The preferred structure is a combined cap corresponding to:</p> <ul style="list-style-type: none"> •the delivery payment; plus •an amount equivalent to up to 12 months' maintenance and support fees. <p>This approach ensures a balanced reflection of the Contract's total value without introducing separate liability regimes for different phases.</p> <p>The Client does not intend to introduce a model where the liability cap is reduced to the annual maintenance fee after Acceptance, as this would not provide an appropriate level of protection in relation to the overall Solution and its long-term use.</p> <p>Tenderers are therefore requested to base their offers on a single, combined liability cap as described above.</p>

<p>Suppliers permission to restrict the Client's right to maintain Standard Software via licence terms</p>	<p>2026-04-17</p>	<p>Contract Clause 23.2 permits the Supplier to restrict the Client's right to maintain Standard Software via licence terms (Appendix 13). If such a restriction is included, the re-tendering mechanism in Appendix 13, clause 3 and 4 appears difficult to exercise in practice, as a new supplier would face the same restrictions, and source code access is not ordinarily granted for standard software. Please clarify how the Client's re-tendering right for maintenance and support is intended to operate in this scenario and for Suppliers Standard Software.</p>	<p>The Client acknowledges that Standard Software is typically subject to third-party licence terms, and that such terms may include limitations, including in relation to maintenance and access to source code.</p> <p>However, it is a fundamental requirement under the Contract that the Client must be able to ensure continued operation, maintenance, and transition of the Solution, including through re-tendering of maintenance and support services. Accordingly, the re-tendering mechanism in Appendix 13 is intended to operate on the basis that:</p> <ul style="list-style-type: none"> •a new supplier must be able to assume responsibility for maintenance and support of the Solution, •this may be based on available documentation, interfaces, and other materials provided under the Contract, •and, where relevant, continued use of Standard Software under the applicable licence terms. <p>Licence restrictions relating to Standard Software will be respected to the extent they are inherent to the rights granted. However, such restrictions must not in practice prevent or materially hinder the Client's ability to re-tender maintenance and support of the Solution.</p> <p>The Client expects that the Supplier will ensure that its proposed Solution, including the use of Standard Software, supports this requirement.</p>
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Delivery payment	2026-04-17	<p>Clause 14.2 in the contract states that the delivery payment constitutes "full remuneration for all services and deliverables required to complete the Delivery in accordance with the Contract, including Appendices 1 and 3." Despite these exclusions, it is not clear exactly which parts of Sub appendix 11A are specifically included in the delivery payment. The Contracting Authority is requested to confirm that the delivery payment under Clause 14.2 consists of the prices set out in the following tabs of Sub appendix 11A: "1. Initial services", "2. License cost", "3. Price for the delivery", and "6. Integrations".</p>	<p>The Client confirms that the Delivery Payment is intended to cover all services and deliverables required to complete the Delivery in accordance with the Contract, including Appendices 1 and 3.</p> <p>In this context, the Delivery Payment is expected to correspond to the relevant one-time payments set out in Sub-Appendix 11A, including, as applicable:</p> <ul style="list-style-type: none"> •“1. Initial services” •“2. License cost” (to the extent relating to initial acquisition) •“3. Price for the delivery” •“6. Integrations” <p>The exact allocation and structure of the Delivery Payment shall be clearly reflected in the tenderer’s completion of Sub-Appendix 11A.</p> <p>For the avoidance of doubt, recurring payments (including maintenance and support, subscriptions, and similar ongoing fees) are not part of the Delivery Payment.</p> <p>The Client reserves the right to clarify and align the final structure of the Delivery Payment during the clarification and negotiation phase to ensure consistency with the Contract.</p>
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