Request for Tenders dated 07/08/2026
to establish a

Single Supplier Framework Contract

for the supply of

Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers

FCT095F

Tender procedure: Open procedure

Tender Deadline: 09/09/2026 13:00

Contents

Part 1: Introduction

1.1 The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the "Contracting Authority") is issuing this request for tenders ("RFT") as a central purchasing body for use by the Framework Clients (defined below). The Office of Government Procurement (the "OGP") is an office within the Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation tasked with sourcing goods and services on behalf of the public service. References to the Contracting Authority will be deemed to include the OGP.

The Contracting Authority invites tenders ("Tenders") from economic operators ("Tenderers") for the award of a single supplier framework contract for the supply of the goods as described in Appendix 1 to this RFT ("the Goods").

1.2 In summary, the Goods comprise:

The supply of Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and servicing of all Bottled Water Coolers and Point of Use Coolers (Mains Fed) (collectively termed "Water Coolers") to the Framework Clients. This includes the collection, transportation, sanitisation and maintenance of all equipment and on time deliveries to Framework Clients. Tenderers must be able to provide the entire range of Goods sought.

For Bottled Water Coolers, the Services may include the delivery and installation of water coolers, the supply of bottled water, routine collection of empty bottles and replacement deliveries. Requirements are expected to range from high-volume locations requiring scheduled deliveries to lower-volume locations requiring ad hoc deliveries and collections.

For Point of Use Coolers (Mains Fed), the Services may include assessment of customer requirements, advice on the most suitable water cooler solution, supply and installation of equipment, connection to the mains water supply, commissioning, routine maintenance, filter replacement, sanitisation and repair services as required.

1.3 This single supplier framework will be divided into four (4) lots (each a "Lot") as described below. Each Lot will result in a separate contract (each a "Framework Contract").

Table 1: Lot Description

Lot Numbers	Location & Supply	Estimated Value per annum
1	All Twenty Six Counties – Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers (Carlow, Cavan, Clare, Cork, Donegal, Dublin, Galway, Kerry, Kildare, Kilkenny, Laois, Leitrim, Limerick, Longford, Louth, Mayo, Meath, Monaghan, Offaly, Roscommon, Sligo, Tipperary, Waterford, Westmeath, Wexford, Wicklow)	€555,000
2	Leinster – Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers (Carlow, Dublin, Kildare, Kilkenny, Laois, Longford, Louth, Meath, Offaly, Westmeath, Wexford, Wicklow)	€895,000
3	Munster - Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers (Cork, Clare, Kerry, Limerick, Tipperary, Waterford)	€250,000
4	Connaught & Ulster – Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers (Cavan, Donegal, Galway, Leitrim, Mayo, Monaghan, Roscommon, Sligo)	€300,000

The estimated value of the Lots is for general guidance purposes only and does not represent any commitment by the Contracting Authority to either participate in or spend the estimated values described in Table 1 and by submitting a Tender, Tenderers so acknowledge and agree.

Lot Rules

Lot 1 is used where a Framework Client has a requirement that spans across more than one of Lots 2, 3 and 4.

Lots 2-4 is used where a Framework Client has a requirement that is specific to that geographic area.

Framework Clients must not use Lot 1 if they only have requirements in one geographic area.

Published:

The following documents have been published on www.etenders.gov.ie for this competition:

- FCT095F Single Supplier Framework Contract for the Supply of Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers RFT;
- FCT095F Appendix 1A Tender Response Document (TRD);
- FCT095F Appendix 1B RBC (Self Declaration);
- FCT095F Appendix 2 Pricing Schedule;
- FCT095F List of Existing Framework Clients and Locations (for information purposes only, this is not a commitment of anticipated number of clients and site locations);

Submission of Tender(s) for Lot(s):

Tenderers may submit a Tender for one Lot or multiple Lots. Where a Tenderer submits a Tender for more than one Lot, only one completed Appendix 1B RBC (Self-Declaration) and one completed Appendix 1A Tender Response Document (TRD) shall be submitted. The TRD must contain responses addressing the Selection Criteria relevant to each Lot for which the Tenderer is seeking qualification. Separate TRDs are not required for each Lot.

In relation to pricing, where a Tenderer is applying for more than one Lot, the Tenderer must complete and submit the relevant tab of the Appendix 2 Pricing Schedule for the Lots being applied for.

Tenderer's Briefing

A presentation of the Tenderer's Briefing will be issued to all interested Tenderers via the eTenders messaging facility. The purpose of this Tenderer's Briefing is to provide interested Tenderers with an overview of the background of the Competition and to outline the rules of this Competition which are set out within this RFT.

1.4 The following entities (each a "Framework Client") may activate (or "call off") the purchase of Goods by way of a "Client Contract" in accordance with the rules set out in clause 23 of the Framework Contract set out at Appendix 5. The Contracting Authority is also a Framework Client.

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);
2. Entities in the Irish health sector including but not limited to the Health Service Executive (HSE) and the Health Information and Quality Authority (HIQA), provided that such entities are contracting authorities within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
3. Contracting authorities which are Third Level Educational Institutions (including universities, technical universities, institutes of technology and members of the Education Procurement Service);
4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
5. An Garda Síochána (Police);
6. The Irish Prison Service; and
7. The Defence Forces.

1.5 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 Framework Contract that may result from this Competition will be issued for a term of four (4) years ("the Term").

Framework Clients may determine the term of Client Contracts when completing the Notification to Activate Goods Form (NAGF). Client Contracts called off under this Framework may be awarded for a maximum of five (5) years.

For the avoidance of doubt, all Goods Contracts regardless of when they are activated by NAGF will expire one (1) year after the Expiry Date of the relevant Framework Contract, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated.

1.6 Not Used

1.7 The Contracting Authority estimates that the expenditure on the Goods to be covered by the proposed Framework Contracts may amount to some €10,000,000 (excl. VAT) over the Term. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.8 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises ("SMEs") 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 Client Contracts 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 Client 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 / Framework Client does not bind itself to accept any Tender. This RFT does not constitute an offer or commitment to enter into a Framework Contract and/or a Client Contract. The conclusion of a Framework Contract does not guarantee the award of any Client Contract.

No enforceable commitment of any kind will exist unless and until a formal written Framework Contract has been executed by and on behalf of the Contracting Authority.

In respect of Framework Clients, no enforceable commitment of any kind will exist unless and until a formal written notification ("Notification to Activate Goods Form" or "NAGF") is executed by the Framework Client and furnished to the Contractor in accordance with the requirements of clause 23 of the Framework Contract. Tenderers should note the requirements of clause 23D of the Framework Contract which provides that *"Upon execution by the Contractor of the NAGF, the Contractor shall comply with all obligations under the Framework Contract* and the Confidentiality Agreement *for the benefit of the Framework Client as if references to the Client in the Framework Contract and the Confidentiality Agreement were references to the Framework Client and, for these purposes, the NAGF, the Framework Contract and the Confidentiality Agreement shall together constitute the "Client Contract".*

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 (or, for the avoidance of doubt, any individual Lot) at any time prior to a formal written Framework 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. The award of a Framework Contract or a Client Contract under the Framework Contract does not confer exclusivity on the successful Tenderer(s).

Tenderers should note that neither the Contracting Authority nor any Framework Client shall be under any obligation to purchase any minimum value of Goods under any Framework Contract or Client Contract.

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.

2.1.6 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.

Tenderers are referred to the provisions of Regulation (EU) 2022/2560 of the European Parliament and of the Council on Foreign Subsidies distorting the Internal Market, in addition to Commission Implementing Regulation (EU) 2023/1441, and their obligation to comply therewith. In particular, tenderers and candidates should note the requirements in Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of foreign financial contributions, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein. In that regard, Tenderers and Candidates are referred to Appendix 3A of the RFT.

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 complete and submit the following documents in their Tender:

(i) Appendix 1A (Tender Response Document) ("TRD");
(ii) Appendix 1B RBC (Self Declaration);
(iii) Appendix 2 (Pricing Schedule); and

all other documents requested in the RFT;

(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 paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK CONTRACT AND CLIENT CONTRACT

2.3.1 The award of Client Contracts under a Framework Contract shall be made in accordance with the rules set out in clause 23 of the Framework Contract at Appendix 5 to this RFT.

2.3.2 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Contract by signing the Tenderers' Statement at Appendix 3. Tenderers may not amend the Framework Contract.

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 and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email 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 Framework Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework 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.

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 **1pm on Wednesday 9th September 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 for each Lot.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF reader for Appendix 1A Tender Response Document and Excel for Appendix 2 Pricing Schedule. 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 **1pm on Wednesday 26th August 2026** unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact potential Framework Clients 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 "Accept" button 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.

2.8.2 Without prejudice to the generality of paragraph 2.8.1, all costs and expenses relating to the supply of samples for purposes of tendering and their return after evaluation or participation in field trials (if any) will be borne exclusively by the Tenderer.

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.

2.9.2 The successful Tenderer must return the original signed confidentiality agreement, as set out in Appendix 6 ("Confidentiality Agreement") to the Contracting Authority in accordance with paragraph 3.6 below. The Confidentiality Agreement must be in the form as set out at Appendix 6 and Tenderers may not amend the Confidentiality Agreement. In the event of a Client Contract (as defined in clause 23D of the Framework Contract) being activated by a Framework Client in compliance with clause 23, the successful Tenderer shall comply with the terms of the Confidentiality Agreement in respect of Confidential Information provided by the Framework Client as if references in the Confidentiality Agreement to the Client were references to the Framework Client. The successful Tenderer shall, if requested to do so by the Framework Client, execute a separate Confidentiality Agreement on the terms of the Confidentiality Agreement set out in Appendix 7 for the benefit of the Framework Client.

2.10 PRICING

2.10.1 All Tenderers must complete the Pricing Schedule 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 Client Contract shall be borne by the Tenderer.

2.10.5 Payments for Goods supplied pursuant to this RFT shall be made subject to and in accordance with the Framework Contract at Appendix 5 to this RFT.

2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date (as defined in the NAGF) of the Client Contract and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the relevant price index has increased or decreased in the annual edition of the Index published by the relevant authority most recently prior to that anniversary. Please see price indices and relevant authority applicable to each Client Goods Contract below:

Table 2

Cost Driver	Recommended Index	Relevant Authority
Logistics & Distribution	Wholesale Price Index: Energy Products (All Fuel / Auto Diesel)	Central Statistics Office (CSO)
Cost of Product	Wholesale Price Index: Capital Goods Imports or Domestic Machinery Producer Price Index: Manufacture of soft drinks; production of mineral waters and other bottled waters Wholesale Price Index: Electricity (Commercial/Industrial) Wholesale Price Index: NACE 1107 (Soft drinks, mineral & bottled water)	CSO
Labour	EHECS: Average Hourly Total Labour Costs (Sector C – Manufacturing or	CSO

	Sector F - Construction OR Sector G - Technical Services)	

The Contractor must submit evidence of the justification for the requested increase including:

- a breakdown of the profit and cost components that make up the relevant Charge(s) in the FCT095F Appendix 2 Pricing Schedule, clearly demonstrating how the proposed price adjustment relates to those Charge(s);
- details of the movement in the different identified cost components of the relevant Charge;
- reasons for the movement in the different identified cost components of the relevant Charge;
- evidence that the Contractor has attempted to mitigate against the increase in the relevant cost components; and
- evidence that the Contractor's profit component of the relevant Charge is no greater than that applying to Charges using the same pricing mechanism as at the Effective Date.

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

In the performance of any Client Contract activated in accordance with clause 23 of the Framework Contract, the successful Tenderer(s) 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 goods are supplied, 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.

2.12 PUBLICITY

No publicity regarding this Competition, or any Framework Contract or Client 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/Subcontractor and the Contracting Authority, any Framework Client, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority or any Framework Client 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/Subcontractor.

The terms ‘Registrable Interest’ and ‘Relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act 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 Framework Contract or Client Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

Tenderer’s 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 Framework Contract or Client 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 Framework 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 or any Framework Client. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority and any Framework Client 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 any Mini-Competition or terminating any Framework Agreement or Goods 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 Framework Contract the following insurances:

Table 3

Type of Insurance	Indemnity Limit
Employer's Liability	€13 million limit for Any One Claim or series of claims arising out of a single occurrence and unlimited in the period of insurance.
Public Liability	€6.5 million limit for Any One Claim or series of claims arising out of a single occurrence per period of insurance.
Product Liability	€6.5 million for Any One occurrence and in the aggregate.
Motor Insurance (Third Party Commercial Motor Vehicle Liability)	€6.5 million limit for third party property damage for any one accident.
***In the case of Employer's Liability and Public Liability Insurances, an indemnity to Principals clause must be included. The Contractor shall be responsible and take due precautions for the safety and custody of any plant / equipment / materials required for the delivery of the goods on the Client's premises.**	

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Framework Contract under this Competition, (i) they will, from the Commencement Date of the Framework Contract (as defined in the Framework 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 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 Framework Contract.

2.21.3 The successful Tenderer will, during the term of the Framework Contract, be required to:

a. immediately advise the Contracting Authority and any Framework Client which has activated a Client Contract of any material change to its insured status;

b. produce proof of current premiums paid upon request; and

c. produce valid certificates of insurance upon request.

2.22 SAMPLES

2.22.1 Not Used

2.22.2 Not Used

2.22.3 Not Used

2.22.4 Not Used

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 S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 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 S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016), 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 each Lot applied for in 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.

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) all or any of the supporting documents specified at paragraph 3.2 below;
(iv) information concerning the Tenderer, and any proposed subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives 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 subcontractor, supplier, or other entity on whose capacity the prime contractor relies 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 *unless* it replaces the entity concerned 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. Failure to pass a selection criterion will result in the Tender being eliminated from this Competition.**

3.2.A Economic and Financial Standing

Tenderers must declare by way of eESPD that they satisfy the financial and economic standing requirement(s) set out below in respect of each Lot tendered for and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

The financial thresholds set out below are designed to ensure that Tenderers have the necessary financial capacity to support a single-supplier delivery model, including mobilisation, asset deployment and ongoing service delivery across potentially large geographic areas.

3.2.A (i) Minimum Annual Turnover Requirements

In respect of the lots, Tenderers must have a minimum turnover (ex VAT) per annum for their most recent financial year* as set out in Table 4a below (unless the date of establishment is within the last twelve (12) months, in which case the minimum annual turnover required shall be adjusted on a pro-rata basis based on the number of months of establishment – for example, a Tenderer established for six (6) months will have to demonstrate a turnover of €416,250 to apply for Lot 1.

*Note – the most recent financial year is a year for which the auditor can confirm the turnover and it must have ended after 1 January 2025. In this context, "Turnover" means the amounts of revenue derived from the provision of goods and services falling within the company's ordinary activities, after deduction of a) trade discounts b) value added tax, and c) any other taxes based on the amounts so derived.

Table 4(a) Minimum annual turnover requirement per Lot

Lot Number	Lot Description	Minimum Annual Turnover Requirement (excl VAT)
1	All Twenty Six Counties – Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers (Carlow, Cavan, Clare, Cork, Donegal, Dublin, Galway, Kerry, Kildare, Kilkenny, Laois, Leitrim, Limerick, Longford, Louth, Mayo, Meath, Monaghan, Offaly, Roscommon, Sligo, Tipperary, Waterford, Westmeath, Wexford, Wicklow)	€832,500
2	Leinster – Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers (Carlow, Dublin, Kildare, Kilkenny, Laois, Longford, Louth, Meath, Offaly, Westmeath, Wexford, Wicklow)	€1,342,500

3	Munster - Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers (Cork, Clare, Kerry, Limerick, Tipperary, Waterford)	€375,000
4	Connaught & Ulster – Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers (Cavan, Donegal, Galway, Leitrim, Mayo, Monaghan, Roscommon, Sligo)	€450,000

Any Tenderer that is unable to make a declaration to confirm that it meets the **Minimum annual turnover requirement** in respect of any Lot for which it is applying shall be eliminated from the Competition for that Lot.

3.2.A (ii) Aggregate Financial Turnover Requirements

Any Tenderer which is tendering for multiple Lots will need to demonstrate its ability to meet the aggregate financial turnover requirements of the combined Lots for which they are identified as the successful Tenderer, as follows:

- 100% of the Minimum Annual Turnover Requirement for the Lot with the highest Minimum Annual Turnover Requirement (excl VAT) that the Tenderer has applied for;

  plus

- 20% of the Minimum Annual Turnover Requirement (excl VAT) for each of the other Lots the Tenderer has applied for.

For example, if a Tenderer applies for Lots 1, 2 and 3 the Tenderer will need to demonstrate annual turnover of at least €1,584,000 as per the below calculation, in order to be awarded a Contract for Lots 1, 2 and 3:

Table 4b: Aggregate Financial Turnover Requirements - Example Calculation

Lots Applying For	Calculation	Minimum annual turnover (ex VAT) required to be demonstrated
Lot 1	€832,500 x 20% =	€166,500
Lot 2	€1,342,500 X 100% =	€1,342,500
Lot 3	€375,000 X 20% =	€75,000
Minimum aggregate financial turnover required to be demonstrated to be appointed to Lots 1, 2 & 3		€1,584,000

If a Tenderer emerges as one of the successful Tenderers to be appointed to a Framework Contract (by application of the Award Criteria set out in paragraph 3.3 of this RFT) for more Lots than the Tenderer has demonstrated financial capacity in accordance with the Aggregate Financial Turnover Requirements specified above (e.g. a Tenderer is successful in three Lots, but has only demonstrated financial capacity to deliver one Lot), the Tenderer will be invited to choose which Framework Contract/Lot (for which the Aggregate Financial Turnover Requirements are satisfied) they wish to be placed on. Any place on a Framework Contract/Lot not awarded to such a Tenderer will then be offered to the next ranked Tenderer(s) for that Lot (subject to the rules in this RFT).

Any Tenderer that is unable to make a declaration to confirm that it meets **the Aggregate Financial Turnover Requirements** in respect of any Lot of the multiple Lots for which it is applying shall be eliminated from the Competition for that Lot.

3.2.A (iii) Solvency Requirement

Tenderers must confirm, by way of self-declaration in the eESPD, their ability to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due and will upon request, prior to (and as a condition of) appointment to a Framework Contract provide the Contracting Authority with a letter from their auditors confirming that they are able to pay their debts, identified on the current statement of assets and liabilities as being the debts as they fall due or provide a copy of their audited accounts for the most recent financial year.

3.2.A (iv) Documentary Evidence of Minimum Standards prior to award of a Framework Contract

Prior to admission to a Framework Contract, successful Tenderers will be required to provide to the Contracting Authority an Auditors Statement in the format prescribed in Table 4 below to demonstrate that they meet the above required economic and financial standing criteria. The auditor / accountant must be a member of a prescribed accountancy body that comes within the supervisory remit of the Irish Auditing and Accounting Supervisory Authority or a recognised European equivalent.

A Tenderer must provide this evidentiary documentation within seven (7) working days of the request for same by the Contracting Authority (or within such longer period as the Contracting Authority may permit).

If, within this period (or any extended period permitted by the Contracting Authority), a successful Tenderer fails to produce the required evidentiary documentation demonstrating that it meets the minimum requirements for economic and financial standing specified above, it shall be eliminated from the Competition for the Lot(s) it has applied for and for which the requirements are not satisfied, unless there is a valid reason given for not being able to provide an Auditor's Statement, in which case the Tenderer must inform the Contracting Authority of that valid reason and provide such other suitable alternative documentation as will demonstrate that it meets the economic and financial standing requirements above to the satisfaction of the Contracting Authority.

Table 5: Auditor's Statement

Name of Auditor / Accountant:	
Name of individual or Audit Firm as it appears on the Public Register:	
Address:	
Date of Statement:	
Years	Turnover for financial year
Insert € turnover here	€
Insert year end date here:	Date/Month/Year
Date of establishment of Tenderer	Date/Month/Year
No. of employees	
Auditor Signature	

Reliance on Third Party Resources (Financial)

Tenderers may rely on the financial capacity of other entities for the purposes of meeting any or all of the financial and economic standing requirements stated above.

Tenderers should note that economic operators relying on the capacity of other entities must, when requested by Contracting Authority submit an undertaking in terms satisfactory to the Contracting Authority and duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

The Contracting Authority reserves the right to require any such third party to provide a guarantee and/or enter into some other form of direct agreement with the Contracting Authority to secure the availability of those resources for the Contracting Authority in the event that the Tenderer is unable to meet its financial commitments to the Contracting Authority. In this event, any such guarantee or agreement will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Contract.

Failure to provide an undertaking or guarantee or other form of direct agreement (where third party resources are being relied upon) will result in the Tenderer being eliminated from the Competition for the relevant Lot it is applying for and the remainder of its Tender submission for the Lot will not be assessed.

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. B Technical and Professional Ability

Tenderers must declare by way of eESPD that they satisfy the technical and professional requirement(s) set out below in respect of each Lot tendered for and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.

Given the use of a 100% price evaluation model, the Technical and Professional Ability criteria are designed to ensure that only suitably qualified and capable Tenderers with the necessary operational, logistical and administrative capacity are admitted to the award stage of the competition.

Failure to demonstrate compliance with the requirements in this section 3.2.B will result in the Tender being eliminated from this Competition.

3.2.B (i) Previous Experience

Using the template provided in FCT095F Appendix 1A Tender Response Document, Tenderers must provide details of three (3) examples of contracts with information as detailed in Table 5 below in the three years prior to the Tender Deadline (or where the date of establishment is more recent for each year the Tenderer has been established) **in respect of each Lot for which they submit a Tender**.

Each example contract submitted must demonstrate previous experience of successfully performing a contract for the supply of goods similar in nature and scope to those described in Appendix 1 and at a comparable scale and complexity, including multi-site service delivery and ongoing service arrangements similar in size to the geographic area for the relevant Lot being tendered for. For the avoidance of doubt, the example contracts can be either from the public sector, private sector or a combination of both.

Tenderers may cite the same example for each Lot they are applying for, provided this example contract covers the range of Goods specified for each Lot.

Tenderers must ensure they provide sufficient information regarding these example contracts in order to demonstrate their Technical and Professional ability.

Table 6: Example Contract

Contract	
Customer Organisation Name	
Referee Name	
Position	
Contact Number	
Email Address	
Contract Start Date, Term and Completion date (if completed)	
Details including description of the goods and services supplied, including numbers and types of equipment and customers on site and number of geographical locations	
What Lot(s) is this contract relevant to?	
Delivery area and number of delivery locations	

Detail the relevance of this example contract to the requirements described in this RFT	
Value of Contract Per annum (for information purposes only)	

3.2.B (ii) References

In respect of the contract(s) cited in response to the above criterion, Tenderers must, when requested by the Contracting Authority, provide a satisfactory reference from the customer organisations, confirming the information provided by the Tenderer is true and accurate.

Tenderers must, when requested by the Contracting Authority, either provide the reference on the reference organisations' official / company letterhead (and must include contact details for the referee) or the Tenderer must provide a reference contact name, phone number & email address in respect of each of the example contracts cited in response to paragraph 3.2B (i) above.

The Tenderer should inform the reference organisation(s) that the example contract(s) has been used as a reference project for the purposes of the Competition and the Contracting Authority may contact the referee for verification purposes without prior notice to the Tenderer.

3.2.B (iii) Delivery and Logistics Capability

Tenderers must demonstrate that they have the operational and logistical capability to deliver and service water cooler systems across the geographic area relevant to the Lot(s) being tendered for.

Using the template provided in Appendix 1A Tender Response Document, Tenderers must demonstrate:

- the existence of an established delivery and service model;
- the ability to operate a route-based logistics system to support recurring deliveries, collections and servicing;
- sufficient fleet, personnel and infrastructure to support contract delivery;
- the ability to deliver to multi-site organisations across the relevant geographic area;
- contingency arrangements to ensure continuity of supply.

This requirement will be assessed on a pass/fail basis.

Failure to demonstrate a credible and scalable delivery and logistics capability will result in exclusion from the Competition where the Contracting Authority determines that the requirement has not been satisfactorily met.

3.2.B (iv) Food Safety Management System

Suppliers of water coolers must be familiar with the use of Hazard Analysis Critical Control Point (HACCP) which requires tenderers to put in place, implement and maintain permanent procedures based on the HACCP Principles to eliminate or reduce biological, physical and chemical hazards to an acceptable level. The application of HACCP must be ensured by the tenderer of the water coolers and recommended by the tenderer to the Contracting Authority.

Using the template provided in Appendix 1A Tender Response Document, Tenderers must demonstrate:

- implementation of HACCP or equivalent food safety procedures;
- maintenance of documented procedures and controls;
- regular monitoring, verification and review processes including internal audits;
- application of food safety controls across their operations and supply chain.

This requirement will be assessed on a pass/fail basis.

Failure to demonstrate compliance with HACCP or equivalent food safety standards will result in exclusion from the Competition where the Contracting Authority determines that the requirement has not been satisfactorily met.

3.2.B (v) Food Traceability (for Bottled Water Coolers Only)

Tenderers must declare by way of eESPD that they comply with Regulation (EC) No 178/2002 setting out the basic principles of food law to protect human health and consumer interests applying to all stages of production, processing and distribution of food and feed.

It is essential that product batches and the packaging materials used are traceable, in the event of a product recall. An annual traceability exercise should be conducted, at least, the first level of distribution and any remedial action undertaken where appropriate.

Using the template provided in Appendix 1A Tender Response Document, Tenderers must demonstrate:

- the ability to trace products and packaging through the supply chain;
- existence of product recall procedures;
- the ability to conduct traceability exercises;
- maintenance of appropriate records and controls.

This requirement will be assessed on a pass/fail basis.

Failure to demonstrate adequate traceability and recall capability will result in exclusion from the Competition where the Contracting Authority determines that the requirement has not been satisfactorily met.

3.2.B (vi) Contract Management and Customer Support

Tenderers must demonstrate that they have the capability to provide effective contract management and customer support for multi-site public sector clients.

Using the template provided in Appendix 1A Tender Response Document, Tenderers must demonstrate:

- the provision of a dedicated contract management structure;
- defined escalation and issue resolution processes;
- the ability to manage communication across multiple sites;
- customer support arrangements for service requests and complaints.

This requirement will be assessed on a pass/fail basis.

Failure to demonstrate appropriate contract management and customer support capability will result in exclusion from the Competition where the Contracting Authority determines that the requirement has not been satisfactorily met.

3.2.B (vii) Invoicing and Financial Administration Capability

Tenderers must demonstrate that they have systems and processes in place to deliver accurate, transparent and auditable invoicing aligned with public sector requirements including the ability to manage invoicing for Framework Clients with large numbers of delivery locations and decentralised purchasing structures.

Using the template provided in Appendix 1A Tender Response Document, Tenderers must demonstrate:

- the ability to issue clear and itemised invoices aligned to purchase orders;

- capability to manage invoicing across multiple locations;
- processes for invoice validation and error resolution;
- ability to support both decentralised and consolidated invoice arrangements.

This requirement will be assessed on a pass/fail basis.

Failure to demonstrate appropriate invoicing and financial administration capability will result in exclusion from the Competition where the Contracting Authority determines that the requirement has not been satisfactorily met.

3.2.B (viii) Mobilisation and Transition Capability

Tenderers must demonstrate their ability to mobilise and transition services at scale, including the replacement or integration of existing equipment where required.

Using the template provided in Appendix 1A Tender Response Document, Tenderers must provide a Mobilisation Plan demonstrating:

- experience of mobilising services across multiple locations;
- ability to manage transition from incumbent suppliers;
- proposed approach to rollout and implementation across Framework Clients;
- indicative mobilisation timelines;
- approach to ensuring continuity of service, particularly for Tier 1 sites.

This requirement will be assessed on a pass/fail basis.

Failure to provide a Mobilisation Plan, or provision of a Mobilisation Plan that does not demonstrate a credible and achievable approach to mobilisation and transition, will result in exclusion from the Competition where the Contracting Authority determines that the requirement has not been satisfactorily met.

3.2.B (ix) Sustainability Capability

Tenderers must demonstrate their ability to support sustainability objectives, including reduction in plastic usage and provision of energy-efficient equipment.

Using the template provided in Appendix 1A Tender Response Document, Tenderers must demonstrate:

- the ability to provide both bottled and point-of-use (POU) solutions;
- measures to support reduction of single-use plastics;
- provision of energy-efficient equipment;
- logistics and operational measures to reduce environmental impact.

This requirement will be assessed on a pass/fail basis.

Failure to demonstrate adequate sustainability capability will result in exclusion from the Competition where the Contracting Authority determines that the requirement has not been satisfactorily met.

3.2.B (x) European Union Regulations / National Regulations

Tenderers must declare by way of their eESPD that they comply with the standards in place based on the HACCP and European Union Regulations / National regulations as detailed below: (Normative References as may be amended to as legislation changes or added to, as new relevant legislation becomes mandatory)

- Regulation S.I. 122/2014 relating to European Union (Drinking Water) Regulations 2014
- Regulation S.I. 160/2016 relating to European Union (Radioactive Substances in Drinking Water) Regulations 2016
- Regulation S.I 282/2016 and S.I 55/2020 relating to Natural Mineral Waters, Spring Waters and Other Waters in Bottles or Containers
- Regulation S.I. 369/2006 on hygiene of foodstuffs
- Regulation S.I. 49/2017 relating to European Union (Plastics and other materials) (Contact with food) Regulations
- Regulation I. S. 432:2010 relating to NSAI Packaged groundwater
- Regulation I. S. 341:2007 relating to NSAI Hygiene in Food Retailing and Wholesaling
- Safety, Health and Welfare at Work 2007 (General Application) Regulations, [S.I No.299 and 732 of 2007]
- Regulation SI 282/2014 relating to Plastic Packing Waste
- Regulation SI 149/2014 relating to Waste Electrical and Electronic Equipment
- Watercoolers Europe (WE) - The most recent WE European Guidelines for Good Hygiene Practice for both Bottled and Plumbed-In (POU) water coolers.

Using the template provided in Appendix 1A Tender Response Document, Tenderers must demonstrate:

- that they have a formal documented sanitising system that addresses regulatory compliance to Regulation (EC) No 852/2004 relating to Hygiene of Foodstuffs;
- their proposed frequency of visits to Framework Client locations for sanitisation and how these visits are managed and recorded;
- their proposed mechanism for notifying the clients in advance of sanitisation calls and
- the actions performed during such visits to ensure that health, safety and hygiene standards are maintained under HACCP guidelines, including parts and filters that are replaced and any other tasks carried out

This requirement will be assessed on a pass/fail basis.

Failure to demonstrate compliance with applicable regulatory requirements will result in exclusion from the Competition where the Contracting Authority determines that the requirement has not been satisfactorily met.

Reliance on Third Party Resources (Technical)

Tenderers may rely on the technical capacity (experience) of other entities for the purposes of meeting any or all of the Technical and Professional ability requirements stated above.

Tenderers should note that economic operators relying on the capacity (experience) of other entities must, when requested by the Contracting Authority, submit an undertaking in terms satisfactory to the Contracting Authority and duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

The Contracting Authority reserves the right to require any such third party to provide a guarantee and/or enter into some other form of direct agreement with the Contracting Authority to secure the availability of those resources for the Contracting Authority in the event that the Tenderer is unable to meet its commitments to the Contracting Authority. In this event, any such guarantee or agreement will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any Framework Contract.

Failure to provide an undertaking or guarantee or other form of direct agreement (where third party resources are being relied upon) will result in the Tenderer being eliminated from the Competition for each Lot it is applying for and the remainder of its Tender submission for each Lot will not be assessed.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

3.3 37AWARD CRITERIA

3.3.1 Subject to compliance with the requirements of this RFT, the Framework Contract for each Lot will be awarded to the Tenderer that submits the lowest priced compliant Tender.

The Award Criteria for this Competition is as follows:

Table 7: Ultimate Cost

Award Criteria	Maximum Marks Available
Ultimate Cost	100

Only Tenders that:

(a) are deemed compliant in accordance with paragraph 2.2 of Part 2 of this RFT; and

(b) satisfy the Selection Criteria set out in paragraph 3.2 of Part 3 of this RFT; and

(c) meet all minimum requirements specified in Appendix 1 (Requirements and Specifications),

will be considered for cost evaluation under the Award Criteria.

Price Evaluation Methodology

Tenders will be evaluated on the basis of the total cost submitted in the Pricing Schedule (Appendix 2) for the relevant Lot.

Prices must be inserted in the spaces provided in the Appendix 2: Pricing Schedule in accordance with the instructions in Appendix 2: Pricing Schedule of the RFT. Prices must include the delivery of each and every Good specified in the relevant Lot to the geographic areas and volumes specified in the Appendix 2: Pricing Schedule.

The Tenderer whose Ultimate Cost (all-inclusive price) (as specified in the Appendix 2: Pricing Schedule) is the lowest for the Lot in question shall be awarded the maximum marks available (100) in respect of the Lot, and all other Tenderers shall be marked relative to the lowest priced Tender in respect of the particular Lot using the following formula:

$$\frac{\text{Maximum number of marks available (100) x Lowest Ultimate Cost}}{\text{Ultimate Cost under evaluation}}$$

The Tender with the lowest total evaluated price for the relevant Lot will be ranked first and will be deemed the most economically advantageous tender.

Where a Tenderer submits Tenders for more than one Lot, each Lot will be evaluated independently in accordance with the above methodology, subject to the application of the financial capacity requirements set out in paragraph 3.2.A.

Tie Break

In the event that two or more Tenders have the same total score for a Lot, the following approach will be adopted.

In the event that the Tenders have received the same score for the total cost, the Tenderer who has the lowest price for 'Type A' element of their Tender will be deemed to be the preferred MEAT. In the unlikely event of the application of this tie-break rule not resulting in determination of a preferred MEAT at this stage, the approach will continue to be applied to each of the Goods Types in the descending order listed below in Table 8 until such time as a preferred MEAT can be determined.

Table 8

Type A – Bottled Water Cooler
Type B – Contactless Bottled Water Cooler
Type C – Mains Fed Water Cooler with Carbon Filtration
Type D – Contactless Mains Fed Water Cooler with Carbon Filtration
Type E – Contactless Mains Fed Water Cooler with UV Treatment
Type F - Mains-Fed Bottle Refill Station and Water Fountain

Type G - Premium Mains-Fed Water Cooler with Integrated Water Usage Monitoring
Type H - Bottled Water Supply

Given that the Award Criterion is based on cost only, the Contracting Authority has ensured that robust minimum requirements have been set at Selection Criteria stage and within the Requirements and Specifications (Appendix 1), including operational, technical and performance-related requirements.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Framework Contract for each Lot 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 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.

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 FRAMEWORK CONTRACTS

3.6.1 The successful Tenderer must sign and return the Framework Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than seven (7) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority. A signed Framework Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Contract in accordance with paragraph 2.1.2 above.

3.6.2 Where the signed Framework 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 Framework Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

All requirements set out in this Appendix constitute minimum mandatory requirements for the delivery of the Goods for ALL LOTS under the Framework Contract.

Tender responses must be completed in the FCT095F Appendix 1A Tender Response Document, available separately for download on www.etenders.gov.ie.

Any information not set out in the response section under each selection criterion will not be evaluated. Any appendices submitted, links to attachments, web pages and embedded files included in the TRD will NOT be evaluated.

Detailed responses may be requested where necessary to verify compliance with these requirements. The Contracting Authority and/or the Framework Client reserves the right to seek evidence of compliance at any stage e.g. ongoing HACCP compliance.

Any references to any statute or statutory provision shall be deemed to include any statute or statutory provision which amends, extends, consolidates, re-enacts or replaces same, or which has been amended, extended, consolidated, re-enacted or replaced (whether before or after the date of the Goods Contract) by same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute. It also includes any new legislation that becomes mandatory.

Introduction

The current Framework Contract expires on the 2nd of June 2027. It is anticipated that the replacement Framework Contracts will be awarded during Quarter 1, 2027 to ensure successful transition from the existing framework prior to its expiry and to ensure minimum disruption for clients and continuity of supply of the Goods.

Aims and Objectives

The aims and objectives of the Framework Contract are to:

- Establish a single-supplier framework arrangement, designed to reflect national demand while balancing competition, resilience and supplier capacity;
- Future-proof the arrangement to accommodate market changes (e.g. water filling stations, changes in bottle sizes);
- Include provisions for integrating new technologies, providing an upgrade path for smart features and software updates;
- Encourage fair competition and SME participation, in line with OGP guidance;
- Support Government sustainability and climate action policies, including reductions in waste, plastic usage, and energy consumption, and to build KPIs to monitor plastic reduction and ESG compliance;

- Ensure strong supplier accountability through enforceable KPIs, service credits and structured contract management processes;
- Monitor performance on a quarterly basis of the Contractors.

1. Specifications of Goods Required

Tenderers are required to provide details of the equipment proposed for each of the following Types. For each proposed Water Cooler, Tenderers shall submit technical specifications, details of the associated filter(s) and filtration technology, and information regarding the recyclability of the equipment, including recyclable components and any available end-of-life recycling or recovery arrangements, using the template contained in Appendix 1A: Tender Response Document. The required equipment Types are as follows:

Type A: Bottled Water Cooler

Bottled Water Coolers must be provided free on loan to the Framework Client for the term of all Client Contracts under the Framework.

Bottle racks may be required by some Framework Clients with large deliveries and must be available free on loan.

Deposit charges will not be accepted on water bottles for bottled water coolers.

Minimum Requirements

The proposed Bottled Water Cooler shall:

- Be compatible with standard bottled water containers supplied under this Framework.
- Dispense chilled water and ambient water, or chilled water only.
- Be suitable for use in office, educational, healthcare and public sector environments.
- Be free-standing.
- Include a drip tray that is removable for cleaning.
- Be manufactured from durable materials suitable for commercial use.
- Comply with all applicable Irish and EU legislation and standards.
- Be supplied with operating instructions and user guidance.
- Be capable of sanitisation and maintenance in accordance with the manufacturer's recommendations.

Additional Requirements

- Child-safe design where applicable.

- Leak-resistant bottle connection system.
- Suitable for indoor use.

Type B: Contactless Bottled Water Cooler

Bottled Water Coolers must be provided free on loan to the Framework Client for the term of all Client Contracts under the Framework.

Bottle racks may be required by some Framework Clients with large deliveries and must be available free on loan.

Deposit charges will not be accepted on water bottles for bottled water coolers.

Minimum Requirements

The proposed Bottled Water Cooler shall:

- Meet all requirements of Type A.
- Incorporate contactless dispensing technology and/or foot pedal operation.
- Permit users to dispense water without touching dispensing buttons.
- Include visual indicators showing operational status where available.

Type C: Mains-Fed Water Cooler with Carbon Filtration

Minimum Requirements

The proposed Water Cooler shall:

- Be permanently connected to the mains water supply.
- Dispense chilled water and ambient water, or chilled water only.
- Include minimum 0.5 micron carbon filter or finer equivalent filtration technology.
- Improve taste and odour by reducing chlorine and particulate contamination.
- Be suitable for installation in office, healthcare, educational and public sector environments.
- Include all fittings required for connection to mains water supply.
- Include routine filter replacement in accordance with manufacturer guidelines.
- Be capable of sanitisation and servicing.
- Installation, commissioning and handover shall be carried out in accordance with Section 4.2 Installation Requirements.

Type D: Contactless Mains-Fed Water Cooler with Carbon Filtration

Minimum Requirements

The proposed Water Cooler shall:

- Meet all the requirements of Type C.
- Incorporate contactless dispensing technology and/or foot pedal operation.
- Include minimum 0.5 micron carbon filter or finer equivalent filtration technology.
- Be capable of dispensing water without physical contact with dispensing controls.
- Installation, commissioning and handover shall be carried out in accordance with Section 4.2 Installation Requirements.

Type E: Contactless Mains-Fed Water Cooler with UV Treatment

Minimum Requirements

The proposed Water Cooler shall:

- Be mains fed.
- Dispense chilled water and ambient water, or chilled water only.
- Incorporate contactless dispensing technology and/or foot pedal operation.
- Include ultraviolet (UV) treatment technology or equivalent together with any filtration technology required by the manufacturer's system design.
- Include filtration technology appropriate to the UV system.
- Be designed to inhibit microbial contamination within the dispensing system.
- Include replacement of UV components and consumables in accordance with manufacturer recommendations.
- Installation, commissioning and handover shall be carried out in accordance with Section 4.2 Installation Requirements.

Additional Requirements

- Confirmation of UV treatment specification.
- Confirmation of lamp life or equivalent treatment media lifespan.

Type F: Mains-Fed Bottle Refill Station and Water Fountain

Minimum Requirements

The proposed unit shall:

- Be mains fed.
- Be designed primarily for rapid refill of reusable water bottles.
- Include an integrated drinking fountain.
- Operate using contactless activation.
- Dispense chilled water.
- Be suitable for high-volume use.
- Be designed for installation in public buildings, schools, sports facilities and similar environments.
- Be suitable for use by persons with disabilities and shall comply with applicable accessibility requirements.
- Incorporate filtration technology appropriate to the system design.
- Be capable of servicing and sanitisation in accordance with manufacturer guidelines.
- Installation, commissioning and handover shall be carried out in accordance with Section 4.2 Installation Requirements.

Additional Requirements

- Splash-resistant bottle filling area.
- Robust vandal-resistant construction where applicable.

Type G: Premium Mains-Fed Water Cooler with Integrated Water Usage Monitoring

Minimum Requirements

The proposed Water Cooler shall:

- Be mains fed.
- Dispense chilled water and ambient water, or chilled water only.
- Incorporate contactless dispensing technology and/or foot pedal operation.
- Include integrated water usage monitoring functionality.
- Provide a cumulative record of water dispensed.
- Permit retrieval of usage data directly from the unit or associated software.

- Include filtration technology appropriate to the system design.
- Be suitable for sustainability and environmental reporting purposes.
- Be capable of sanitisation and servicing.
- Installation, commissioning and handover shall be carried out in accordance with Section 4.2 Installation Requirements.

Water Monitoring

In addition to providing a cumulative record of water dispensed, the proposed unit shall provide at least one of the following:

- Bottle saving count.
- Water consumption reporting.
- Usage analytics.

Optional IoT Functionality

Tenderers shall indicate whether the proposed unit includes:

- Remote monitoring.
- Leak detection.
- Filter replacement alerts.
- Usage reporting dashboard.
- Cloud-based reporting.
- Other smart functionality.
- Tenderers shall separately identify any ongoing software, connectivity, licensing or subscription charges.

Type H: Bottled Water Supply

Minimum Requirements

Tenderers shall provide:

- Product name.
- Water source.
- Water type (Spring Water or Natural Mineral Water).
- Bottle size.

- Product specifications.
- Compliance with all applicable food safety legislation.

Delivery Requirements

- Delivery to public sector locations nationwide.
- Collection and recycling/reuse of empty bottles where applicable.
- Ability to provide emergency deliveries.

General Requirements Applicable to All Equipment

Standards and Compliance

All Water Coolers shall:

- Comply with all applicable Irish and European Union legislation, regulations, standards and conformity assessment requirements.
- Be suitable for connection to potable water supplies where applicable.
- Be supplied with all documentation required for operation and maintenance.

Environmental Requirements

Tenderers shall provide:

- Energy rating (where available).
- Standby energy consumption (kWh per 24 hours).
- Information regarding energy-saving functionality.

Warranty

All equipment shall be supplied with a minimum warranty period of 12 months.

Tenderers must be able to provide all Types A- H and advise the framework clients on switching from 'Bottle Fed' to 'Mains Fed' where possible from an environmental perspective, subject to the availability of a potable water supply and consent of the Contracting Authority.

Optional Additional Services

Framework Clients may, from time to time, require additional ancillary services, including:

- servicing, sanitisation and filter replacement for Framework Client-owned under-sink drinking water filtration systems. Where requested, the Contractor shall provide these services in accordance with manufacturer recommendations and applicable drinking water standards; and

- disconnection, temporary relocation, storage (where agreed) and reconnection services for Contractor-owned or Client-owned equipment during refurbishment, maintenance or building works. Charges for such services shall be in accordance with the Pricing Schedule where applicable.

Such services are optional and may not be required by all Framework Clients. Where offered by the Contractor, the applicable Charges shall be those set out in Appendix 2: Pricing Schedule.

Any information regarding the reduction in water bottles delivered must be made available to the Contracting Authority and the OGP as part of Responsible Business Conduct outlined in Section 34 of this Appendix 1: Requirements and Specifications.

The Framework Client may request Water Coolers with additional features over the term of the Framework Contract. Any Water Coolers provided with additional features must address the requirements as outlined in this Appendix 1: Requirements and Specifications of this RFT. Once accepted, the Water Coolers provided will then be governed by the terms and conditions of the Framework Contract. Any changes in Charges must be agreed before installation.

2. Estimated Water Cooler Requirements

Tenderers should note that the number of Water Coolers provided in Table 8 are estimates only, and that these estimates are as accurate as is possible for the Contracting Authority to provide at this time. The quantities provided in Table 8 do not constitute a commitment to or guarantee for the same volume of Water Coolers.

Table 8: Estimated numbers of Water Coolers

The Water Coolers Type A - H listed below corresponds to the detailed list above in Section 1: "Specifications of Goods Required".

Equipment		Lot 1 -All Twenty Six Counties	Lot 2 - Leinster	Lot 3 - Munster	Lot 4 - Connaught & Ulster
Type A		832	1735	601	336
Type B		50	50	50	50
Type C		740	2708	446	518
Type D		50	50	50	50
Type E		251	185	57	153
Type F		50	50	50	50
Type G		50	50	50	50
Type H	**18.9L**	25,776	69,252	18,372	9,228

	11 L	1,608	14,664	7,140	1,740

3. Asset Register

The Contractor shall maintain an asset register of all equipment placed by them at the premises of the Framework Clients. This information must include details of makes and models of all equipment.

4. Minimum Standards of the Goods

4.1 The following are the minimum standards required for provision of **Point of Use (Mains Fed) Filtered Water Coolers:**

- Provide an efficient & hygienic water dispensing system.
- Provide an efficient integrated cup dispenser should a Framework Client require.
- Provide a suitable removable & dishwasher safe drip tray.
- Be freestanding.
- Meet all EU and National health & safety/hygiene standards.
- Be fit for purpose and capable of meeting the needs of the staff in each Framework Client location.
- Please note in line with GPP guidelines, single-use cups will not be supplied.

4.2 The following are the minimum standards for the installation of **Point of Use (Mains Fed) Filtered Water Coolers.**

The Installation Requirements set out in this Section apply to all mains-fed equipment supplied under the Framework, including Types C, D, E, F and G.

The Contractor shall install, test, commission and place the equipment into operational service prior to handover to the Framework Client.

- The Contractor shall verify that the proposed installation location is suitable, including access, drainage, ventilation requirements, trip hazards and potential contamination risks.
- The Framework Client shall be responsible for providing a suitable potable water connection point and electrical supply where required. The Contractor shall be responsible for the supply and installation of all pipework, fittings, isolation valves, filtration equipment, installation materials and associated workmanship between the potable water connection point and the Water Cooler for installation distances of up to ten (10) metres. Where the required connection distance exceeds ten (10) metres, additional charges may apply in accordance with the Pricing Schedule. For the avoidance of doubt, the standard installation allowance included within the Framework shall comprise connection of the Water Cooler to an existing potable water connection point located within ten (10) metres of the proposed installation location.

- The Contractor shall notify the Framework Client where the proposed installation may create low-use pipework, dead legs or other conditions that could increase water hygiene risks.
- The Framework Client retains full responsibility for the management of its water systems, including Legionella risk assessment and the identification, monitoring, and removal of dead legs.
- When connecting water coolers to the network of mains water pipes, the technical requirements detailed in EU Drinking Water Regulations (S.I. No. 99/2023), related to the quality of water intended for human consumption must be taken into account. All products, materials, fittings, seals, gaskets, filters, pipework and components in contact with drinking water shall comply with the requirements of S.I. No. 99/2023 and any applicable harmonised European standards, certifications or approvals relating to materials in contact with water intended for human consumption.
- Water Coolers may only be connected to a designated suitable potable supply of water for human consumption.
- All connections shall be pressure tested and inspected for leaks prior to handover. Any leaks arising from defective installation workmanship shall be rectified by the Contractor at no cost to the Framework Client.
- Fittings, pipes and hoses must be manufactured from food-grade materials suitable for use with potable water supplies and compliant with applicable drinking water requirements.
- A shut-off valve shall be installed at the point where the Water Cooler is connected to the pipeline network. Quick-fit valves must not be used.
- When using water filters, filters shall be replaced at the manufacturer's recommended capacity or after six months, whichever occurs first.
- Proper T-valves shall be used for installations. Saddle clamp valves must not be used.
- Backflow protection shall be provided in accordance with I.S. EN 1717:2000 "Protection against pollution of potable water in water installations and general requirements of devices to prevent pollution by back flow" - following an installation-specific risk assessment. Details of the backflow prevention device installed, including type, manufacturer and location, shall be recorded on the installation and maintenance records.
- The change of filters must be documented in a suitable manner.
- All materials used that come into contact with the water must be free of rough surfaces and must be easy to clean and disinfect, or be replaceable.
- Information tag / sticker to be fitted to the water cooler setting out the date of installation, technician’s signature and the date of the next scheduled service visit.
- Providers must present a physical or digital field service ticket signed by a technician. This log must record the flushing time (minimum volumes), the exact chemical sanitisation agent used, and verification that the agent was fully flushed out of the system. Any sanitisation chemicals used shall be suitable for use in drinking water systems and shall be completely flushed from the system before the Water Cooler is returned to service.

- The Contractor shall maintain a documented flushing and disinfection procedure for installation, recommissioning and servicing activities and shall make this available to the Framework Client on request.
- The provider must supply technical datasheets proving that all internal components of the water unit (piping, gaskets, joints, and filters) meet the strict minimum hygiene requirements for materials in contact with drinking water.
- All installation work is to be carried out by personnel trained and authorised by the equipment manufacturer or equivalent industry-recognised training programme.
- The Contractor shall provide a minimum 12-month warranty on installation workmanship and materials supplied as part of the installation.
- Installation records shall be retained for a minimum period of seven years following installation. Installation records shall be made available to the Framework Client on request.

Upon installation the Contractor shall:

- Flush all new pipework and filters.
- Check for leaks.
- Verify correct operation of all dispensing functions.
- Record installation and commissioning details.
- Handover the unit in a clean and sanitised condition.

At the end of a Goods Contract, or where equipment is replaced, the Contractor shall disconnect, remove and dispose of or recycle equipment in accordance with applicable environmental legislation.

4.3 Minimum Standards for Servicing **Point to of Use (Mains Fed) Filtered Water Coolers** (including Framework Client owned equipment)

- Check and ensure all parts are working correctly and efficiently.
- Sanitisation of the water cooler must be carried out in accordance with the manufacturers' instructions or every six (6) months as per current industry standards whichever comes sooner.
- Sanitisation must be carried on all surfaces that come in to contact with or be in close proximity to the water.
- Replace filter as per manufacturer's instructions.
- Information tag / sticker to be fitted to the water cooler setting out the service date, technician signature and the date of the next scheduled service visit.
- All servicing is to be carried out by personnel trained and authorised by the equipment manufacturer or equivalent industry-recognised training programme.
- Maintain an accurate service record throughout the term of the contract that will be available to the Framework Client on request throughout the term of the Goods Contract. This record must include the following information: location of all Water Coolers; details of makes and

models of Water Coolers; records of sanitisation and changes of water cooler filters; records of due dates of water cooler sanitisation and filter changes; records of any completed or pending servicing or repair of Water Coolers/supply piping & fittings.

4.4 Minimum Filtration Standards for all **Point to of Use (Mains Fed) Water Cooler Filters**

- Minimum filtration capacity 7000 litres.
- Provide a minimum of 0.5 micron filtration to National Sanitation Foundation (NSF) standards or equivalent. Some Framework Clients may require a minimum of 0.2 micron filtration.
- Provision of in tank UV filtration or equivalent for Framework Client as may be required.

4.5 Minimum Standards for Supply of **Bottled Water Coolers**

Upon delivery, the Contractor shall position the Bottled Water Cooler in the agreed location, verify correct operation, fit the initial water bottle where applicable and provide user guidance to the Framework Client. The Contractor shall:

- Dispense packaged water supply at ambient & chilled temperatures or chilled temperature only.
- Provide an efficient & hygienic water dispensing system.
- Provide an efficient integrated cup dispenser should a Framework Client require.
- Provide suitable removable & dishwasher safe drip tray.
- Be freestanding.
- Meet all EU and National health & safety/hygiene standards.
- Be fit for purpose and capable of meeting the needs of the number of staff specified.
- A traceability code and best before date must be clearly visible on all bulk packaged water containers.
- The containers must be tamper proof when fitted to cooler units.

4.6 Minimum Standards for Supply of **Bottled Water Bottles**

- Bottles must be clean with product label intact
- Bottles material must be food-grade Polycarbonate, Tritan, or Multi-trip PET (100% BPA-Free)
- The Contractor must carry out continuous batch testing at the bottling source in compliance with Food Safety Authority of Ireland (FSAI) and NSAI standards before distribution.

The Contractor must ensure that the product label for each bottle of water tendered must include the following in the English language:

- name of the product
- the list of ingredients
- any ingredient or processing aid listed in Annex II of the EU Food Information for Consumers (FIC) Regulation No. 1169/2011, or derived from a substance or product listed in Annex II causing allergies or intolerances used in the manufacture or preparation of a water and sill present in the finished product, even if in an altered form

- the quantity of certain ingredients or categories of ingredients
- the net quantity of the product
- the date of minimum durability or the 'use by' date
- any special storage conditions and/or conditions of use
- the name or business name and address of the food business operator
- the country of origin or place of provenance
- instructions for use where it would be difficult to make appropriate use of the product in the absence of such instructions
- a nutrition declaration

All the information must be legible and in compliance with the minimum font size.

4.7 Minimum Standards for servicing **Water Coolers and Bottles**

- Check and ensure all parts are working correctly and efficiently.
- Sanitise/clean unit every thirteen (13) weeks as per current industry standards.
- Information tag / sticker to be fitted to the water cooler setting out the service date, technician signature and the date of the next scheduled service visit.
- Maintain an accurate service record throughout the term of the contract that will be available to the Framework Client on request throughout the term of the Goods Contract. This record must include the following information: location of all water coolers; details of makes and models of water coolers; records of sanitisation and changes of water cooler filters; records of due dates of water cooler sanitisation and filter changes; records of any completed or pending servicing or repair of water coolers/supply piping & fittings.

All response times and service levels shall be governed by the KPI and Site Tiering Framework set out in Section 28 of this Appendix 1.

4. Water Quality and Equipment Performance

The Contractor shall ensure that all Water Coolers, associated fittings, filters and components supplied, installed and maintained under the Contract are serviced and maintained in accordance with the manufacturer's instructions and the requirements of this Specification.

The Framework Client shall be responsible for the provision and quality of the potable water supply made available at the connection point. The Contractor shall not be responsible for the quality of the incoming water supply where the water supplied by the Framework Client is the source of any water quality issue.

Where a Framework Client reports concerns regarding water taste, odour, appearance, equipment performance or potential contamination, the Contractor shall cooperate with the Framework Client in investigating the issue. The Contractor shall inspect the Water Cooler and associated equipment within its scope of responsibility and assess whether the issue arises from:

- the Water Cooler, filters, fittings, installation or maintenance activities undertaken by the Contractor; or

- the Framework Client's incoming water supply or building plumbing system.

Where the issue is determined to be attributable to defects in the Water Cooler, filters, fittings, installation workmanship or servicing activities for which the Contractor is responsible, the Contractor shall repair, replace or otherwise rectify the affected equipment in accordance with the terms of the Contract and at no additional cost to the Framework Client.

Where the issue is determined not to be attributable to the Water Cooler, associated equipment, installation workmanship or servicing activities undertaken by the Contractor, any investigation, testing, remedial works or corrective actions relating to the Framework Client's water supply, water quality or internal plumbing system shall be the responsibility of the Framework Client and shall be outside the scope of this Contract.

The Contractor shall not be required to undertake water quality testing, microbiological testing or laboratory analysis of the Framework Client's water supply under this Contract.

5. Electrical Plugs and Sockets

Where appropriate, the Contractor will ensure that all equipment is provided with suitable moulded pre-fitted plugs, compatible with Irish electrical sockets (3 pin) (Type G), suitably rated fuses and supplied with suitable power cables, all connecting leads, hoses and any other component necessary to allow immediate use of the equipment.

6. Equipment Standards

The Contractor shall provide, and shall service and maintain in safe, serviceable and clean condition all equipment provided by the Contractor on the Contracting Authority's/Framework Client's premises or stored by the Contractor thereon.

The Contractor shall ensure that all work practices, equipment and materials provided comply with all applicable legislation and conform to the latest relevant European/Irish Standards or equivalent as applicable, including but not limited to the following:

- European Communities (Environmental Liability) Regulations 2008 (SI 547 2008 of 2004/35/CE);
- Safety, Health and Welfare at Work 2007 (General Application) Regulations, [S.I No.299 and 732 of 2007]
- Safety, Health and Welfare at Work 2007 (General Application) Regulations - Part 2 - Chapter 2 - Use of Work Equipment
- Safety, Health and Welfare at Work (Chemical Agents) Regulations 2001
- Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)

- Regulation (No. 1907/2006 as implemented via Chemicals Act 2008 (No. 13 of 2008) and Chemicals (Amendment) Act 2010 (No 32 of 2010)
- Hazard Analysis and Critical Control Point (HACCP)
- Organisation of Working Time Act 1997
- All other codes of practice which specifically apply to the Supply Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers
- All other health & safety legislation which specifically applies to the Supply of Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers

The Contractor shall, upon request, furnish the Contracting Authority/Framework Client with certificates to prove that such equipment and materials comply with the above standards(s) insofar as they may apply.

7. WEEE Regulations

Tenderers must be capable of providing a service for the re-use and recycling of the whole product or of components requiring selective treatment in accordance with Annex VII of the recast Waste Electrical and Electronic Equipment (WEEE) Directive 2012/19 (the "WEEE Directive") for equipment that has reached the end of its service life. The service must comprise the following activities:

- Collection (take back system)
- Functional testing, servicing, repair and upgrading to prepare products or components for re-use
- Dismantling for component re-use, recycling and/or disposal. In providing the service, the contractor must report on the proportion of equipment prepared or remarketed for re-use and the proportion of equipment prepared for recycling. Preparation for re-use, recycling and disposal operations must be carried out in full compliance with the requirements in Article 8 and Annexes VII and VIII of the WEEE Directive and with reference to the list of components for selective treatment.

The Contractor must be compliant with the provisions of the European Union (Waste Electrical and Electronic Equipment Regulations (the "WEEE Regulations") which give effect to the WEEE Directive and the Restriction on the use of certain hazardous substances in electrical and electronic equipment (the "RoHS Regulations") and be able at any time upon request by a Framework Client to provide proof that they are in possession of a valid certificate of registration on the Producer Register Limited (www.producerregiser.ie) (formerly known as the WEEE Register Society Ltd.) or equivalent and are fulfilling their obligations under the WEEE Regulations.

8. Refrigerants

Water dispensing equipment may incorporate refrigeration systems as part of normal operation.

All equipment supplied under the Framework must comply with applicable EU and national legislation relating to refrigerants, including Regulation (EU) No 517/2014 on fluorinated greenhouse gases, where relevant.

Tenderers should note that modern water cooling equipment typically utilises natural refrigerants (e.g. R290 or R600a). Where fluorinated gases are used, the Contractor must ensure that all relevant handling, maintenance and certification requirements are met.

The Contractor must, upon request, provide details of refrigerants used in supplied equipment and demonstrate compliance with applicable regulatory requirements. Contracting Authorities may express a preference for equipment utilising refrigerants with low global warming potential (GWP), where feasible and proportionate.

9. End of Life Service

Contractors must provide a service for the re-use and recycling of the whole product or of components requiring selective treatment in accordance with Annex VII of the WEEE Directive for equipment that has reached the end of its service life. The service must comprise the following activities:

- Collection (take back system)
- Functional testing, servicing, repair and upgrading to prepare products or components for re-use
- Dismantling for component re-use, recycling and / or disposal

In providing the service, the Contractor must report (at a minimum an annual report) on the proportion of equipment prepared or remarketed for re-use and the proportion of equipment prepared for recycling. Preparation for re-use, recycling and disposal operations must be carried out in full compliance with the requirements in Article 8 and Annexes VII and VIII of the WEEE Directive and with reference to the list of components for selective treatment.

10. Specification Data Sheets and Online Catalogue

The Contractor must provide a soft copy catalogue/brochure (searchable by Contractor product code) listing all Goods agreed at the time of award of the Framework Contract by the Contracting Authority. This brochure/catalogue must be of a format that can be easily searchable electronically using the Contractor product code (e.g. pdf type) and must contain such information as:

- A photo of each Good.
- Supplier product codes – per the Contractors' Tender submission.
- Descriptions, technical merits and functional characteristics.

11. Online Catalogue

The Contractor may be required to join the Framework Client's electronic online supplier catalogue such as Science Warehouse or equivalent and supply a listing of pre-approved products which are directly linked to the products detailed in Appendix 2 Pricing Schedule. Any electronic catalogue requirements will be detailed by the Framework Clients.

12. Goods Guarantee

Tenderer's attention is drawn to the clause 3F of the Framework Contract (Schedule A: Terms and Conditions/3. Inspection of Goods) in respect of the guarantee requirements for the Goods Contract.

13. Stock Shortages

Contractors must be capable of identifying their supply chains in relation to the Goods they are supplying under this Framework Contract. They must have an action plan in place for their organisation to take in the event of supply chain disruption and the improvements adopted within their organisation's risk management plan/strategy. Contractors must be capable of providing evidence of how their organisation ensures consistent quality and traceability throughout their supply chains. The Contracting Authority requires tenderers to confirm, where requested as part of their tender submission that they will adhere to this requirement.

In the event of a stock-out or shortage of goods for any of the Goods, Contractors are required to provide advance warning to the Framework Client, stating the nature and expected duration of the problem. In the event of such a shortage arising, the Contractor will be responsible for sourcing alternative goods at the same price as the Goods.
The Framework Client must be notified of the sourcing of the alternative goods and approve them prior to delivery.

In an event where the Contractor fails to source alternative suitable and/or acceptable goods, the Framework Client is entitled to source and purchase goods of the same or similar description from another supplier through this Framework Contract or other alternative methods.
The use of a third-party distributor will not be accepted as a reason for failure to comply with any of the requirements set out in this Framework Contract.

14. Defects in Goods

In the event of any defect in Goods becoming apparent after delivery, the Contractor shall remove the rejected Goods within two calendar days or as agreed with the Framework Client, from the date of notification to the Contractor of their rejection and make arrangements to replace the Goods or credit the Framework Client as instructed.

15. Goods Recalls

In the event of a Goods recall, advice and/or alert to the Framework Client, the Contractor must have a written procedure in place for identifying the Goods, advising and/or alerting the delivery locations, removing from the delivery locations all Goods that are subject to a Goods recall, and offer replacement/ alternative Goods. The implementation of these procedures shall result in minimum cost and disruption to the delivery locations. The Contractor acknowledges and agrees that if the Goods recall and Framework Client advice and/or alert procedures proposed do not meet the Framework Client's requirements, the Framework Client reserves the right to prescribe Goods recall, advisory and/ or alert procedures to be adopted by the Contractor. All Goods recalls must be notified immediately to each delivery location affected and to the Framework Client.

A summary of all Goods recalls/alerts/advisories/complaints, their investigation, conclusion, resolution and subsequent corrective and or preventative actions must be provided during the Term of the Goods Contract, upon request by the Framework Client, within 2 working days.

16. Goods Substitutions/Changes

No (i) Goods changes (ii) substitution or (iii) changes to the Goods specification is/are allowed unless agreed (in writing) in advance with the Framework Client, and in accordance with the procedures in this Section 17 of this Appendix 1.

The substituted Goods must, at a minimum, meet or exceed the product specification, technical merit and functional characteristics of the Goods which the Contractor seeks to change or substitute. Any such alternative goods must be equal to or of superior quality to that of the Goods that are being replaced. Furthermore, any such changes must meet the Specifications required in this Appendix and Appendix 2, and the prices charged for such substitute goods must not exceed the original price tendered for the Good.

Subject to the Contracting Authority's obligations at law, any changes will only be permissible where the Contractor has demonstrated to the satisfaction of the Framework Client that such changes are:

- necessary
- unavoidable
- must not constitute a material change to the original Goods; and

Written notice of any proposed substitution must be provided to the Framework Client with a minimum of 7 working days' notice of any proposed change. A response to the proposed substitution will be issued in writing by return.

For the avoidance of doubt, substituted Goods shall only be supplied where the Framework Client has determined that the proposed substituted Good complies with the Contractor's Tender (in respect of product specification and price), at the Framework Client's sole discretion.

New product development must be presented and agreed in writing with the Framework Client prior to any discussion directly with locations.

17. Safety Statement and Risk Assessments

The Contractor must have in place a safety statement and site specific risk assessments outlining the risks associated with contract performance and the Contractor shall provide a copy of both the safety statement and risk assessments within 10 working days of commencement of the Framework Contract to the Framework Client.

18. Mobilisation and Transition

The Contractor must ensure that mobilisation is planned and delivered in a structured and phased manner, ensuring continuity of service during transition from incumbent suppliers.

Mobilisation timelines and sequencing must be agreed with each Framework Client and prioritisation of critical or high-volume locations where required.

The Contractor shall provide a dedicated Contract Manager who shall act as the primary point of contact for all routine service requests, breakdowns, complaints, invoicing queries and contract management matters.

The Contractor must provide a structured mobilisation plan for Framework Clients, including:

- number of staff onsite, opening hours, contact details etc;
- onboarding of new locations;
- survey and assessment of existing equipment;
- replacement or integration of existing assets;
- establishment of delivery and servicing schedules.

The Mobilisation Plan shall include a proposed implementation timetable, key milestones, resource allocations and estimated completion dates for the replacement or installation of equipment across all Framework Client locations.

Mobilisation must be completed within a timeframe agreed with the Framework Client, taking account of operational requirements and service continuity. Failure to deliver mobilisation within agreed timelines shall be subject to performance management measures, including escalation and application of service level monitoring from the commencement of service delivery.

19. Orders and Deliveries of Good

The Contractor must be able to receive orders from Framework Clients by telephone, email or online or by any other means which is agreeable to both the Contractor and the Framework Client. All orders received from a Framework Client must be acknowledged by the Contractor within 24 hours, with an expected delivery date for the goods agreed with the Framework Client.

20. Minimum Service Response Requirements

The Contractor must meet the following minimum service levels:

Table 9: Minimum Service Response Requirements

Standard delivery	within 5 working days of order
Emergency delivery	within 24–48 hours (as agreed with Framework Client)
Service Call-out Response/Breakdown response	attendance within 5 working hours of notification Response is defined as attendance on site or remote diagnosis where appropriate. Where issues cannot be resolved on first visit, a replacement unit must be provided within 24 hours or an agreed resolution plan put in place.
Planned servicing	as per agreed schedule (minimum twice annually for mains fed coolers or every 13 weeks for bottled water units)

Where service cannot be restored within required timelines, the Contractor shall provide temporary replacement equipment or alternative water supply at no additional cost.

These minimum service levels will form the basis for performance monitoring under the Framework Contract. Failure to meet these minimum requirements may result in performance management actions in accordance with the Framework Contract.

The performance requirements set out in this Appendix shall be measured and enforced through the KPI Framework set out in Section 28 of this Appendix 1.

The Framework Client must order a minimum order of two water bottles. No delivery charges shall apply.

The Contractor must collect empty water bottles upon delivering full ones.

The Contractor must be capable of adjusting delivery schedules to meet peak demand periods (e.g. educational exam periods or seasonal variations).

Water coolers and water bottles must be packed in such a way that they do not become damaged or contaminated during transport. Transport must take place with suitable, clean, enclosed vehicles to exclude any adverse effects.

The Contractor must implement measures to minimise environmental impact associated with transport, including route optimisation and efficient delivery scheduling.

21. Personnel

Framework Clients may have a requirement for staff provided by the Contractor to be vetted under The National Vetting Bureau (Children and Vulnerable Persons) Acts 2012-2016.

Tenderers must note that deliveries and employees of the Contractor may be subject to routine security clearance procedures prior to that delivery and employee being allowed entry onto certain sites, including but not limited to Garda, Hospital and Prison sites. Co-operation with these procedures is mandatory.

All personnel so engaged shall also be suitably trained in and apply in the performance of all Goods Contracts the relevant public health requirements and guidelines or advice especially in relation to public health disease outbreaks / pandemics, for example, Covid 19 and shall comply with all Framework Client rules, and / or other rules and recommendations as may be announced by Government.

22. Delivery and Servicing Personnel and Vehicles

Delivery and servicing personnel shall have the following competencies and professionalism:

- Must behave in a hygienic manner.
- Must adhere to personal hygiene regulations and rules.

- Must have a good level of personal hygiene, i.e. clean in appearance, clean hair and nails.
- Must not engage in unhygienic practices, i.e. spitting, etc.
- Must not smoke in their vehicle or in the Framework Client locations or on a smoke free campus.
- Must wear suitable and clean protective clothing (PPE) including footwear and headwear where necessary.
- Must observe all hygiene rules that may be set out in the locations.
- Must cover cuts with blue waterproof adhesive dressing.
- Must handle all deliveries with care.
- All personnel engaged in the installation, servicing and sanitisation of water coolers must be suitably trained in all operational and hygiene aspects of the work.
- During delivery if the delivery personnel observe any defects in the Goods, then he/she shall segregate the items in question, record and return to the Contractor.
- The delivery personnel must accept any items rejected by the Framework Client due to deviations from the Specifications, including acceptable levels/criteria stipulated in the Contractor's HACCP plan.

The following standards must be in place with regard to delivery vehicles:

- The vehicle must be clean, weatherproof and refrigerated where required.
- The internal surfaces of the vehicle body shall be impervious and easy to clean and the vehicle body shall be sealed, to prevent the entry of pests, exhaust fumes and other sources of contamination.
- The vehicle shall not store any items likely to contaminate water, e.g. cleaning chemicals, etc.
- Shelving in the vehicle shall be smooth, impervious and easily cleanable.
- All products shall be segregated from other food products, to avoid cross contamination, if transported in the same delivery vehicle. This separation should be physical separation, not just packaging.
- Trucks must have truck reversing alarm and flashing lights.

Drivers must park delivery vehicles at the designated delivery point. Drivers may require an access card to access the delivery area and this can be organised through the Client.

In educational live environments drivers must report to the reception area first before making a delivery to receive directions for drop off location.

23. Proof of Delivery & e-Invoicing

Printed priced delivery notes must be supplied with each delivery and must quote the number of the relevant purchase order of the Framework Client, provide a detailed description of all Goods delivered, the quantity of each Good delivered, the delivery price and the delivery address. Value Added Tax shall be itemised separately on each printed priced delivery note. Printed priced delivery note must show the Contractor's VAT Number. The signature on the printed priced delivery note must be that of the Framework Client's staff.

Invoices to be presented at agreed intervals. Each invoice should clearly show the following information:

- Purchase Order number (only one purchase order per invoice)
- Invoice number
- Invoice date
- Supplier name, address, postcode and VAT registration number
- Remittance name and address where this is different to above
- Goods details which match the PO details, including quantity billed, item description, unit of measure, unit price and total value (only goods delivered should be on an invoice)
- Value Added Tax shall be itemised separately on each invoice.

The Contractor must be capable of managing invoicing for Framework Clients with decentralised ordering structures, including multiple locations (e.g. 50+ sites), ensuring accurate allocation of costs to the relevant locations and purchase orders.

The Contractor must ensure that invoicing systems can allocate costs accurately across multiple locations and cost centres and reconcile invoices against purchase orders and delivery records.

If requested by a Framework Client the Contractor must consolidate all the purchases to one invoice over an agreed interval for that Framework Client.

If requested by a Framework Client the Contractor must include cost codes on invoices.

24. Secure Online Payment

The Framework Client may require an eInvoicing solution for receipt and payment of products and services purchased during the term of the Goods Framework Contract. These requirements will be determined upon signature of the Notification to Activate Goods by each individual Framework Client.

25. Customer Complaints and Corrective Action

The Contractor must have a written procedure for dealing with general Framework Client complaints, especially those that are ongoing. This procedure must include a clear-path communication process, a system for reporting root cause, corrective and preventative actions. The results of the Contractor's investigation and resolution/corrective action must be forwarded to the Framework Client in a written report.

The timelines involved must be (at a minimum) written acknowledgement of the incident to the Framework Client within a maximum of two (2) working days. Investigation results and report (including resolution/corrective action) must be furnished to the Framework Client, within a maximum of ten (10) working days from receipt of a complaint.

The Contractor must document all customer complaints into a complaints log including corrective and preventative actions. This complaints log shall be readily available when requested by the Contracting Authority and/or Framework Client.

For the avoidance of doubt, complaints include service-related issues that have not been resolved within the agreed service timeframes.

In the event that a Framework Client complaint is of a medical nature, the Framework Client will require a thorough investigation. The timelines involved must, at a minimum, be the following:

The Framework Client shall notify the Contractor of the medical complaint. The Contractor shall issue written acknowledgement of the medical complaint to the Framework Client within a maximum of 2 working days. The Contractor must then undertake a thorough investigation and investigation results and report (including resolution/corrective action) must be furnished to the Framework Client, within a maximum of 10 working days from acknowledgement of the complaint to the Framework Client.

If laboratory analysis is required this shall be undertaken by the Framework Client and charged back to the Contractor.

26. Management Information Reporting

The Contractor shall supply the Contracting Authority and Framework Clients with such reports as are described below. Management information is to be provided and returned in a format specified by the Contracting Authority and the Client on an agreed regular basis. Reports shall be in electronic spread-sheet format and e-mailed to the Contracting Authority and Framework Client as standard. The Contracting Authority and the Framework Client shall have the option of accessing reports via secure online means. Access for the Framework Client will be in respect of their own organisations reports only.

Reports may include but are not limited to the information requirements hereunder:

- Client Account Number
- Framework Client name
- Delivery location
- Eircode
- Lot Number
- Invoice number
- Invoice date
- Product name
- Product description
- Product code

- Quantity of product
- Cost per unit
- Vat/Tax
- Total excluding VAT
- Total including Vat

The Contractor shall supply the Contracting Authority with a separate report monthly with details on the number of ‘Notification to Activate Goods Forms’ (NAGF) received.

Reports may include but are not limited to the information requirements hereunder:

- Client Account Number
- Framework Client name
- Delivery location
- Eircode
- Lot Number
- Email Address

Some additional reports may be required during the Term of any Framework Contract, in line with unforeseen future requirements. If such additional reports are necessary, the Client shall limit such additional reporting requirements to the necessary minimum. Contractors shall be required to assist with the development of any additional and different reports at no additional cost to the Contracting Authority or Client. The Contractor shall amend client names, location data and reporting hierarchies were notified by the Contracting Authority or OGP to support accurate spend analytics, management information and framework reporting.

All management information shall be readily available for the Contracting Authority and Framework Client within 5 working days from the quarterly, bi-monthly, monthly end or following a request in writing. Reports shall be made available in electronic and paper formats as requested by the Contracting Authority and Framework Client.

27. KPI Framework, Site Tiering and Performance Management

The Contractor’s performance under the Framework Contract shall be governed by a structured and tiered Key Performance Indicator (KPI) framework designed to:

- ensure continuity of service, particularly for mission-critical sites;
- maintain consistent service quality and customer experience across a diverse client base;
- strengthen financial and invoicing governance;
- support delivery of sustainability objectives; and
- enable effective contract management, performance oversight, and continuous improvement.

KPIs will apply at both Framework and Client Contract level and will be actively monitored throughout the lifecycle of the Framework.

28.1 Site Tiering Model

To ensure proportionality and value for money, Framework Clients shall classify sites into the following tiers:

Tier 1 – Mission Critical Sites

Sites where service disruption would create immediate operational, safety, or reputational risk.

Examples:

- Hospitals and healthcare facilities
- Residential care and disability services
- Prisons, Garda stations, Defence Forces
- 24/7 operational environments

Service Requirement:
Zero tolerance for disruption. Highest priority in delivery, servicing, and fault resolution.

Tier 2 – Operationally Critical Sites

Sites where disruption would cause significant operational impact.

Examples:

- Government departments
- Large offices
- Universities and major campuses
- Courts and public-facing offices

Service Requirement:
High reliability with structured and predictable service delivery.

Tier 3 – Non-Critical / Amenity Sites

Sites where short-term disruption can be tolerated.

Examples:

- Small offices
- Libraries
- Training centres
- Remote or low-usage locations

Service Requirement:
Cost-efficient, standardised service delivery model.

Application of Tiering

The Contractor shall:

- support Framework Clients in assigning site tiers during mobilisation;
- apply differentiated service levels and response times by tier;
- maintain and update an asset register including site classification;
- propose adjustments where operational requirements change.

28.2 KPI Structure

KPIs will be grouped into the following categories:

1. Mobilisation and Transition
2. Service Performance
3. Delivery and Logistics
4. Customer Experience
5. Commercial and Financial Management
6. Sustainability and Social Value
7. Resilience and Risk
8. Innovation and Continuous Improvement

KPIs shall be implemented through:

- mandatory minimum requirements (pass/fail);
- defined performance thresholds; and
- ongoing contract monitoring and reporting.

Table 10: KPI Requirements

10.1 Delivery Performance

KPI	Tier 1	Tier 2	Tier 3
On-time scheduled delivery	≥ 98%	≥ 96%	≥ 94%
Emergency delivery	≤ 24 hours	≤ 2 working days	≤ 3 working days
Delivery notification	Mandatory	Mandatory	Mandatory
Advance notification of delivery delays	100% compliance	100% compliance	100% compliance

10.2 Fault Response and Resolution

KPI	Tier 1	Tier 2	Tier 3
Issue acknowledgement	≤ 4 hours	≤ 1 working day	≤ 2 working days
On-site attendance	≤ 24 hours	≤ 2 working days	≤ 3 working days

Resolution / workaround	≤ 48 hours	≤ 3 working days	≤ 5 working days

For Tier 1 sites, temporary replacement or alternative supply must be provided where required.

10.3 Servicing and Hygiene Compliance

KPI	Requirement
Bottled cooler sanitisation	Every 13 weeks (minimum)
POU servicing	Every 6 months or per manufacturer
Service completion	≥ 98% on schedule
Service record accuracy	100%

10.4 Customer Service

KPI	Requirement
Query acknowledgement	≤ 1 working day
Complaint resolution	≤ 5 working days
Escalated complaints	≤ 10 working days
Complaint logging and tracking	100% recorded and reportable

10.5 Commercial and Financial Management

KPI	Requirement
Invoice accuracy	≥ 98%
Correct PO/site details	100%
Invoice timeliness	As per agreed cycle
Query resolution	≤ 10 working days
Consolidated invoicing capability	Mandatory
No invoicing prior to service delivery	100%

10.6 Mobilisation and Transition

KPI	Requirement
Mobilisation plan	Mandatory pre-go-live
Transition timelines	As agreed
Service continuity (Tier 1)	Zero disruption
Data accuracy at go-live	≥ 98%
Asset Register accuracy	≥ 98%

10.7 Sustainability and Social Value

KPI	Requirement

Reduction in bottled water (where feasible)	Continuous improvement
Energy performance reporting	Annual
Recycling and reuse reporting	Annual
Environmental compliance	100%

28.3 Performance Management

The Contractor shall:

- provide KPI reports on a quarterly basis (minimum);
- attend regular performance review meetings;
- maintain accurate and auditable performance data;
- provide management information as required by the Contracting Authority and Framework Clients.
- maintain verifiable date-and-time-stamped records of all notifications, service requests, deliveries, service visits, breakdown calls, complaints and responses used in the measurement and validation of KPI performance.

28. Service Credits and Escalation

KPI performance shall be linked to service credits and contractual remedies.

Where KPI thresholds are not met:

- corrective action plans shall be required;
- repeated failures may result in escalation to senior management;
- persistent underperformance may trigger contractual remedies.

Failures impacting Tier 1 sites shall be treated as high severity incidents.

29. Resilience and Continuity

The Contractor shall:

- maintain contingency arrangements to ensure continuity of supply;
- demonstrate resilience in servicing, logistics, and supply chain operations;
- prioritise critical sites during disruption scenarios.

30. Innovation and Continuous Improvement

The Contractor shall:

- proactively identify service improvements;
- support use of digital tools (e.g. asset tracking, reporting systems);
- propose efficiency and sustainability enhancements over the contract lifecycle.

The Contractor shall monitor and report to the Contracting Authority and/or Framework Client on KPI performance in accordance with the frequencies set out above. KPI reports must include:

- Performance results against each KPI
- Explanation of any failure to meet KPI targets
- Corrective actions implemented or proposed

31. Service Credits and Performance Remedies

Service Credits are financial deductions applied to the Contractor where KPI performance thresholds are not achieved.

Service Credits are intended to:

- incentivise consistent and reliable service delivery;
- provide measurable consequences for poor performance;
- protect Framework Clients from service failures; and
- support structured performance management.

Service Credits will apply at Client contract level and may be aggregated across reporting periods.

32.1 General Principles

- Service Credits apply where KPI thresholds are not met.
- Credits are calculated as a percentage of the relevant monthly invoice value for the affected services. For the avoidance of doubt, percentage-based Service Credits shall apply only to the monthly invoice value relating to the affected location, service or activity giving rise to the KPI failure, unless otherwise agreed between the Framework Client and Contractor.
- Multiple failures in a reporting period may result in cumulative Service Credits.
- Service Credits are not a penalty, but a pre-agreed performance adjustment.
- Persistent failure may trigger escalation and contractual remedies.

32.2 Service Credit Categories

Service Credits are grouped in line with KPI categories:

1. Delivery Performance
2. Fault Response and Resolution

3. Servicing and Hygiene
4. Customer Service
5. Commercial and Financial Management
6. Mobilisation and Transition

Table 11: Service Credit Tables

11.1 Delivery Performance

KPI Failure	Credit
On-time delivery below KPI threshold	2% per % below target (capped at 10%)
Missed scheduled delivery (no notification)	€100 per occurrence
Emergency delivery failure (Tier 1)	5% per incident
Emergency delivery failure (Tier 2/3)	2% per incident
Failure to notify delays	€50 per occurrence

11.2 Fault Response and Resolution

KPI Failure	Credit
Failure to meet response time	2% per incident
Failure to meet resolution time	3% per incident
Tier 1 failure (any SLA breach)	5% per incident
Failure to provide temporary replacement (Tier 1)	5% per incident

11.3 Servicing and Hygiene

KPI Failure	Credit
Missed scheduled service	€150 per unit
Service completed outside required timeframe	2% per occurrence
Incomplete or non-compliant service record	€50 per occurrence
Hygiene/sanitisation non-compliance	5% per incident

11.4 Customer Service

KPI Failure	Credit
Failure to acknowledge query within SLA	€25 per occurrence
Failure to resolve complaint within SLA	€75 per occurrence
Failure to escalate complaint appropriately	€100 per occurrence

11.5 Commercial and Financial Management

KPI Failure	Credit
Invoice accuracy below 98%	2% of invoice value
Incorrect PO/site allocation	€50 per invoice
Invoice issued before service delivery	€100 per occurrence
Failure to resolve invoice query within SLA	€75 per occurrence

11.6 Mobilisation and Transition

KPI Failure	Credit

Failure to meet mobilisation timeline	5% of first invoice
Inaccurate asset/site data at go-live	2% of first invoice
Service disruption at Tier 1 site during transition	10% per incident

32.3 Service Credit Caps

- Maximum Service Credits per month: 15% of monthly invoice value
- Maximum per incident (Tier 1 critical failure): 10%
- Credits do not limit further contractual remedies

32.4 Escalation Thresholds

Where performance issues persist:

Trigger	Action
10% credits in one month	Formal corrective action plan required
3 consecutive months below KPI	Executive escalation
Persistent Tier 1 failures	Contract review / potential termination

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32.5 Reporting and Application

Service Credits shall be:

- identified through KPI reporting (as per Service Credit Categories in Section 32.2)
- agreed (or challenged) within review meetings
- applied to subsequent invoices
- all notifications, service requests, attendance records, deliveries, complaints, responses and other records used for KPI measurement or the application of Service Credits shall be supported by verifiable date-and-time-stamped records and retained by the Contractor for audit and validation purposes.

The Contractor shall:

- provide transparent supporting data;
- cooperate with validation processes;

- implement corrective actions promptly

32.6 Relationship to Contract Remedies

Application of Service Credits does not:

- limit the Contracting Authority's rights under the Framework Contract;
- prevent further remedies including termination where appropriate;
- remove obligation to remedy service failures.

32.7 Exclusions from Service Credits

Service Credits shall not apply where the Contractor demonstrates that failure to meet KPI requirements is directly attributable to one or more of the following circumstances:

32.7 (i) Client-Caused Delay or Failure
Failure by the Framework Client to:

- provide access to premises
- make required facilities or utilities available
- provide necessary instructions or approvals
- Site-specific restrictions not communicated in advance

32.7 (ii) Third-Party Infrastructure Failures
- Failure of utilities (e.g. water supply, electricity)
- Building or plumbing issues outside Contractor responsibility

32.7 (iii) Incorrect or Incomplete Information
- Incorrect site details provided by the Framework Client
- Changes not communicated within reasonable notice

32.7 (iv) Approved Deviations
Where the Framework Client has agreed in advance to:

- reschedule deliveries or servicing
- modify service requirements

32.8 Conditions for Application of Exclusions
In all cases the Contractor must:

- notify the Framework Client at the earliest opportunity
- demonstrate that all reasonable mitigation measures were taken
- provide supporting evidence were requested

Failure to notify in a timely manner may result in the exclusion not being accepted.

32.9 Limitations of Exclusions
The following shall not be considered valid grounds for exclusion:

- resource shortages (including staffing, vehicles or equipment);
- inadequate stockholding or inventory management;
- failure to maintain contingency arrangements for foreseeable supply chain disruption;
- subcontractor performance failures;
- administrative or system failures; and
- poor planning, forecasting or routing inefficiencies.

For the avoidance of doubt, supply shortages affecting manufacturers, distributors or upstream suppliers shall not constitute a valid exclusion where the Contractor could reasonably have anticipated, mitigated or managed the impact through appropriate stockholding, alternative sourcing arrangements or business continuity measures. However, the Contracting Authority may, at its discretion, treat a supply shortage as an exclusion event where the Contractor demonstrates that:

- the shortage arose from a Force Majeure Event or other exceptional market-wide disruption beyond the Contractor's reasonable control;
- the Contractor maintained reasonable stockholding and business continuity arrangements;
- the Contractor took all reasonable steps to mitigate the impact, including the use of alternative sourcing arrangements; and
- the Contractor notified the Framework Client and the Contracting Authority at the earliest opportunity and maintained appropriate documentary evidence.

32. Exit Planning

On the expiry, or early termination, of the contract the Contractor shall:

- Ensure there is no diminution of supply up to and including the final day of the Contract Term or agreed transition date
- Draw any outstanding orders to a close at an appropriate stage as agreed with the Client
- Ensure confidentiality on any communication regarding the termination of the Contract
- Provide full management information up to and including the end date
- Provide full asset register for each Framework Client to the new provider
- Manage stock levels for items that are solely purchased by the Client
- The Contractor shall, within six months of the contract award, provide an exit plan which should include how it will address the points included above at a minimum. The exit plan shall include an indicative timeline for enacting the plan. The exit plan will be treated as commercial in confidence and is requested with the aim of helping both the Contractor and the Contracting Authority/ Framework Client deal with the risks and issues relating to the ending of the arrangement. This will also be addressed at Contract Review Meetings.

33. Responsible Business Conduct

Responsible business conduct (RBC) sets out an expectation that all businesses – regardless of their legal status, size, ownership or sector – avoid and address negative impacts of their operations and across their supply chain, while contributing to sustainable development in the countries where they operate / conduct business activity.

Additional information can be found on the OECD (Organisation for Economic Co-operation and Development) website under *OECD Due Diligence Guidance for Responsible Business Conduct* - https://www.oecd.org.

The Contracting Authority wishes to re-iterate that a major objective for this Framework Contract is to enable the promotion of Responsible Business Conduct (RBC) including but not limited to the supply of greener Goods and Services and supply chain mapping. It is envisaged that the Contractor shall support Framework Clients, where requested, in implementing sustainability and RBC initiatives.

As part of the Climate Action Plan 2025 (CAP25) and giving regard to Circular 17/2025: Updated Green Public Procurement Instructions for Public Sector Bodies and in an effort to promote Environmental Considerations and promote Client awareness of any Environmental Initiatives the Contractor may have, the Contractor shall inform the Contracting Authority of any current and new initiatives it has in place which aim to improve efficiency and lessen the environmental impacts.

In addition the Contractor shall make available to the Contracting Authority/Framework Client details of volume and types of water coolers from Client sites, as well as the number of Clients who have transitioned to mains fed and details of how the Contractor plans on encouraging more take up of mains fed options. This information may assist in the development of green initiatives within Framework Client organisations.

As part of this tender process, Tenderers must complete and submit Appendix 1B – RBC (Self Declaration).

At a high level, RBC is divided into three main areas, Supply Chain, Green Procurement and Social Considerations. Below is a non-exhaustive list of requirements under each of these three areas:

34.1 Supply Chain

Contractors must be capable of demonstrating, as far as reasonably practicable, that suppliers within their supply chain are not in breach of the exclusionary grounds outlined in the ESPD.

Contractors must be capable of demonstrating, as far as reasonably practicable, that suppliers within their supply chain are not in breach of Russian Sanctions/EU Regulation 2022/576 aimed at restricting participation in economic activity by economic operators from the Russian Federation

Contractors must be able to provide detail on their supply chain mapping as and when requested by the Contracting Authority / Framework Clients throughout the term of the Framework Contract. This includes but not limited to:

- Details on the water source including whether this is owned or reliance on the capacity of another provider for the water source / bottling capacity;
- Location of the water source;
- If your organisation is relying on a third-party providers for water and/or bottling capacity provision of the duration and expiry dates for agreements in place;
- Details of equipment and water bottle suppliers including location and lead times for orders;
- Updates with regards to risks associated to your supply chains;
- Details of the main cost drivers linked to the different components of the supply chain;
- Details of your Ethical Sourcing / Procurement policy, if in place and if not whether there are plans to create one.

34.2 Green Procurement

In line with the CAP 2025 and Statutory Instrument 326 of 2021: - European Union (Single Use Plastics) Regulations 2021, on the reduction of the impact of certain plastic products on the environment. The Contracting Authority may require an annual review meeting with the successful tenderer(s) to propose alternative environmentally friendly and sustainable solutions with characteristics including but not limited to:

- Products sourced from sustainable and certified sources promoting good environmental practices and tackling social issues;
- Energy efficient water coolers or energy saving features on water coolers;
- Eco Friendly water filters;
- Reduction of containers made of single use plastic;
- Details on whether your organisation measures CO2eq emissions footprint and if not, what plans are in place to do so in the future;
- Details on your organisations sustainability strategy or plans to create one.

34.3 Social Considerations

Successful tenderer(s) must work with Framework Clients to promote the healthy living benefits of drinking water. This may involve education awareness for example, initiatives targeting schools, colleges etc.

Successful tenderer(s) should promote ‘Employment Opportunities’ in particular for youths, disadvantaged groups, long-term unemployed, older workers and disabled people.

Framework Members shall supply the OGP and Client with an annual RBC / Social Considerations report, by 10th January for the previous year. This report must demonstrate that Framework members, their suppliers/manufacturers, and all suppliers/manufacturers' sub-contractors apply Responsible Business Conduct (RBC) in relation to sourcing of products, Environmental, Social and Labour Law Considerations. The report shall include details of implemented processes that mitigate against risks associated with the supply of products, human trafficking in the recruitment, selection, and hiring of workers.

Appendix 2: Pricing Schedule

Tenderers shall complete Appendix 2 Pricing Schedule in full. All proposed products and services shall comply with the requirements set out in Appendix 1: Requirements and Specifications. Where a percentage cost breakdown is requested, the combined percentages entered for Cost of Product, Logistics & Distribution Costs, Labour, Net Profit and any Additional Cost Elements shall total 100% for each pricing line. Information identified in Appendix 2 as being for information purposes only will not form part of the evaluation.

Tenderers should note that no obligation shall exist for the Contracting Authority and the Client to purchase these precise or any quantity of Goods. The Contracting Authority and the Client do not warrant or represent that expenditure will meet, exceed or be less than the estimated usage amounts and by submitting a Tender, Tenderers so acknowledge and agree.

The Pricing Schedule is titled 'Appendix 2 Pricing Schedule' and is available to download separately from www.etenders.gov.ie. There are four schedules in the pricing schedule as follows:

- Schedule 1: All Twenty Six Counties – Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers
- Schedule 2: Leinster – Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers
- Schedule 3: Munster - Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers
- Schedule 4: Connaught & Ulster – Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers

The methodologies for calculating marks for Ultimate Cost Award Criterion are set out in Section 3.3 of this RFT.

General Instructions for completion of FCT095F Appendix 2 Pricing Schedule

Tenderers must submit a price for each and every pricing requirement in the Pricing Schedule(s) within Appendix 2 in respect of each Lot tendered for.

An individual price (i.e. not a range) must be inserted in the cells provided in Appendix 2. Tenderers that insert a range of prices in Pricing Schedule(s) within Appendix 2 will be eliminated from the Competition in respect of that particular Lot.

Where a cell is left blank or a zero '0' is entered, it will be assumed that the tenderer can provide this service free of charge.

The insertion of notes, caveats or qualifications in the Pricing Schedules is not permitted.

The annual requirements used in the pricing schedule for all Lots are estimates for the purposes of evaluation.

The pricing schedule must be completed as follows:

Tenderers must complete all cells highlighted in yellow. All proposed products and services must comply with the requirements set out in Appendix 1: Requirements and Specifications of the RFT. Where a percentage cost breakdown is requested, the combined percentages entered must total 100% for each pricing line. Information identified as being for information purposes only will not form part of the evaluation.

Please Enter Tenderer's Registered Name in Cell D2

Type A: Bottled Water Cooler

Please enter “Name of Water Cooler (for Information Purposes Only)” in Cell A8

Please enter “Sanitisation cost per sanitisation” in Cell D8

The “Estimated Annual Sanitisation Requirements” is provided in Cell E8

The “Annualised Cost for Sanitisation (exc. of VAT)” in Cell F8 is calculated by multiplying the “Sanitisation cost per sanitisation” in Cell D8 by the “Estimated Annual Sanitisation Requirements” is provided in Cell E8

The following information is required for information purposes only. It does not form part of the Evaluation.

Please enter “Vat Rate” in Cell G8

Please enter “Sanitisation Price per Sanitisation for Customer Owned Equipment” in Cell H8

Please enter “Service Price for Customer Owned Equipment” in Cell I8

Please enter “Energy Rating/ Certification of Proposed Appliance” in Cell J8

Please enter “Standby Energy consumption for 24 hours in kWh” in Cell K8

Please enter “Supplier Product Code” in Cell L8

Please enter “Cost of Product %” in Cell M8

Please enter “Logistics & Distribution Costs %” in Cell N8

Please enter “Labour %” in Cell O8

Please enter “Net Profit %” in Cell P8

Please enter “Suppliers can add an additional element to cost breakdown” in Cell Q8

Please enter “Suppliers can add an additional element to cost breakdown” in Cell R8

Type B: Contactless Bottled Water Cooler

Please enter “Name of Water Cooler (for Information Purposes Only)” in Cell A13

Please enter “Sanitisation cost per sanitisation” in Cell D13

The “Estimated Annual Sanitisation Requirements” is provided in Cell E13

The “Annualised Cost for Sanitisation (exc. of VAT)” in Cell F13 is calculated by multiplying the “Sanitisation cost per sanitisation” in Cell D13 by the “Estimated Annual Sanitisation Requirements” is provided in Cell E13

The following information is required for information purposes only. It does not form part of the Evaluation.

Please enter “Vat Rate” in Cell G13

Please enter “Sanitisation Price per Sanitisation for Customer Owned Equipment” in Cell H13

Please enter “Service Price for Customer Owned Equipment” in Cell I13

Please enter “Energy Rating/ Certification of Proposed Appliance” in Cell J13

Please enter “Standby Energy consumption for 24 hours in kWh” in Cell K13

Please enter “Supplier Product Code” in Cell L13

Please enter “Cost of Product %” in Cell M13

Please enter “Logistics & Distribution Costs %” in Cell N13

Please enter “Labour %” in Cell O13

Please enter “Net Profit %” in Cell P13

Please enter “Suppliers can add an additional element to cost breakdown” in Cell Q13

Please enter “Suppliers can add an additional element to cost breakdown” in Cell R13

Type C: Mains-Fed Water Cooler with Carbon Filtration

Please enter “Name of Water Cooler (for Information Purposes Only)” in Cell A18

Please enter “Rental Cost per Annum (including Sanitisation and Servicing as per manufacturers instructions)” in Cell D18

The “Estimated Annual Requirements for each Product/Service” is provided in Cell E18

The “Annualised Cost for Sanitisation (exc. of VAT)” in Cell F18 is calculated by multiplying the “Rental Cost per Annum (including Sanitisation and Servicing as per manufacturers instructions)” in Cell D18 by the “Estimated Annual Requirements for each Product/Service” is provided in Cell E18

The following information is required for information purposes only. It does not form part of the Evaluation.

Please enter “Vat Rate” in Cell G18

Please enter “Price Per Meter Connection above 10 Metres” in Cell H18

Please enter “Purchase Price of this Water Cooler” in Cell I18

Please enter “Filter Replacement Price for Customer Owned Equipment” in Cell J18

Please enter “Sanitisation Price per Sanitisation for Customer Owned Equipment” in Cell K18

Please enter “Service Price for Customer Owned Equipment” in Cell L18

Please enter “Energy Rating/ Certification of Proposed Appliance” in Cell M18

Please enter “Standby Energy consumption for 24 hours in kWh” in Cell N18

Please enter “Supplier Product Code” in Cell O18

Please enter “Cost of Product %” in Cell P18

Please enter “Logistics & Distribution Costs %” in Cell Q18

Please enter “Labour %” in Cell R18

Please enter “Net Profit %” in Cell S18

Please enter “Suppliers can add an additional element to cost breakdown” in Cell T18

Please enter “Suppliers can add an additional element to cost breakdown” in Cell U18

Type D: Contactless Mains-Fed Water Cooler with Carbon Filtration

Please enter “Name of Water Cooler (for Information Purposes Only)” in Cell A23

Please enter “Rental Cost per Annum (including Sanitisation and Servicing as per manufacturers instructions)” in Cell D23

The “Estimated Annual Requirements for each Product/Service” is provided in Cell E23

The “Annualised Cost for Sanitisation (exc. of VAT)” in Cell F23 is calculated by multiplying the “Rental Cost per Annum (including Sanitisation and Servicing as per manufacturers instructions)” in Cell D23 by the “Estimated Annual Requirements for each Product/Service” is provided in Cell E23

The following information is required for information purposes only. It does not form part of the Evaluation.

Please enter “Vat Rate” in Cell G23

Please enter “Price Per Meter Connection above 10 Metres” in Cell H23

Please enter “Purchase Price of this Water Cooler” in Cell I23

Please enter “Filter Replacement Price for Customer Owned Equipment” in Cell J23

Please enter “Sanitisation Price per Sanitisation for Customer Owned Equipment” in Cell K23

Please enter “Service Price for Customer Owned Equipment” in Cell L23

Please enter “Energy Rating/ Certification of Proposed Appliance” in Cell M23

Please enter “Standby Energy consumption for 24 hours in kWh” in Cell N23

Please enter “Supplier Product Code” in Cell O23

Please enter “Cost of Product %” in Cell P23

Please enter “Logistics & Distribution Costs %” in Cell Q23

Please enter “Labour %” in Cell R23

Please enter “Net Profit %” in Cell S23

Please enter “Suppliers can add an additional element to cost breakdown” in Cell T23

Please enter “Suppliers can add an additional element to cost breakdown” in Cell U23

Type E: Contactless Mains-Fed Water Cooler with UV Treatment

Please enter “Name of Water Cooler (for Information Purposes Only)” in Cell A28

Please enter “Rental Cost per Annum (including Sanitisation and Servicing as per manufacturers instructions)” in Cell D28

The “Estimated Annual Requirements for each Product/Service” is provided in Cell E28

The “Annualised Cost for Sanitisation (exc. of VAT)” in Cell F28 is calculated by multiplying the “Rental Cost per Annum (including Sanitisation and Servicing as per manufacturers instructions)” in Cell D28 by the “Estimated Annual Requirements for each Product/Service” is provided in Cell E28

The following information is required for information purposes only. It does not form part of the Evaluation.

Please enter “Vat Rate” in Cell G28

Please enter “Price Per Meter Connection above 10 Metres” in Cell H28

Please enter “Purchase Price of this Water Cooler” in Cell I28

Please enter “Filter Replacement Price for Customer Owned Equipment” in Cell J28

Please enter “Sanitisation Price per Sanitisation for Customer Owned Equipment” in Cell K28

Please enter “Service Price for Customer Owned Equipment” in Cell L28

Please enter “Energy Rating/ Certification of Proposed Appliance” in Cell M28

Please enter “Standby Energy consumption for 24 hours in kWh” in Cell N28

Please enter “Supplier Product Code” in Cell O28

Please enter “Cost of Product %” in Cell P28

Please enter “Logistics & Distribution Costs %” in Cell Q28

Please enter “Labour %” in Cell R28

Please enter “Net Profit %” in Cell S28

Please enter “Suppliers can add an additional element to cost breakdown” in Cell T28

Please enter “Suppliers can add an additional element to cost breakdown” in Cell U28

Type F: Mains-Fed Bottle Refill Station and Water Fountain

Please enter “Name of Bottle Refill Station and Water Fountain (for Information Purposes Only)” in Cell A33

Please enter “Purchase Price of this Water Cooler including supply, delivery, installation, commissioning and connection to an existing potable water supply up to 10 metres” in Cell D33

The “Estimated Annual Requirements for each Product/Service” is provided in Cell E33

The “Annualised Price for each Product and Service (est. annual requirements x unit price (exc. of VAT)” in Cell F33 is calculated by multiplying the “Purchase Price of this Water Cooler including supply, delivery, installation, commissioning and connection to an existing potable water supply up to 10 metres” in Cell D33 by the “Estimated Annual Requirements for each Product/Service” is provided in Cell E33

The following information is required for information purposes only. It does not form part of the Evaluation.

Please enter “Vat Rate” in Cell G33

Please enter “Price Per Meter Connection above 10 Metres” in Cell H33

Please enter “Filter Replacement Price for Customer Owned Equipment” in Cell I33

Please enter “Sanitisation Price per Sanitisation for Customer Owned Equipment” in Cell J33

Please enter “Service Price for Customer Owned Equipment” in Cell K33

Please enter “Energy Rating/ Certification of Proposed Appliance” in Cell L33

Please enter “Standby Energy consumption for 24 hours in kWh” in Cell M33

Please enter “Supplier Product Code” in Cell N33

Please enter “Cost of Product %” in Cell O33

Please enter “Logistics & Distribution Costs %” in Cell P33

Please enter “Labour %” in Cell Q33

Please enter “Net Profit %” in Cell R33

Please enter “Suppliers can add an additional element to cost breakdown” in Cell S33

Please enter “Suppliers can add an additional element to cost breakdown” in Cell T33

Type G: Premium Mains-Fed Water Cooler with Integrated Water Usage Monitoring

Please enter “Name of Water Cooler (for Information Purposes Only)” in Cell A38

Please enter “Rental Cost per Annum (including Sanitisation and Servicing as per manufacturers instructions)” in Cell D38

The “Estimated Annual Requirements for each Product/Service” is provided in Cell E38

The “Annualised Cost for Sanitisation (exc. of VAT)” in Cell F38 is calculated by multiplying the “Rental Cost per Annum (including Sanitisation and Servicing as per manufacturers instructions)” in Cell D38 by the “Estimated Annual Requirements for each Product/Service” is provided in Cell E38

The following information is required for information purposes only. It does not form part of the Evaluation.

Please enter “Vat Rate” in Cell G38

Please enter “Price Per Meter Connection above 10 Metres” in Cell H38

Please enter “Purchase Price of this Water Cooler” in Cell I38

Please enter “Filter Replacement Price for Customer Owned Equipment” in Cell J38

Please enter “Sanitisation Price per Sanitisation for Customer Owned Equipment” in Cell K38

Please enter “Service Price for Customer Owned Equipment” in Cell L38

Please enter “Energy Rating/ Certification of Proposed Appliance” in Cell M38

Please enter “Standby Energy consumption for 24 hours in kWh” in Cell N38

Please enter “Does the proposed unit include IoT monitoring functionality?

Yes/No” in Cell O38

Please enter “Supplier Product Code” in Cell P38

Please enter “Cost of Product %” in Cell Q38

Please enter “Logistics & Distribution Costs %” in Cell R38

Please enter “Labour %” in Cell S38

Please enter “Net Profit %” in Cell T38

Please enter “Suppliers can add an additional element to cost breakdown” in Cell U38

Please enter “Suppliers can add an additional element to cost breakdown” in Cell V38

Type H: Bottled Water Supply

Product 1

Please enter “Product Name (for information purposes only)” in Cell C43

Please enter “Unit Price for each Product (Exc. VAT)” in Cell D43

The “Estimated Annual Requirements for each Product” is provided in Cell E43

The “Annualised Price for each Product (est. annual requirements x unit price (exc. of VAT)” in Cell F43 is calculated by multiplying the “Unit Price for each Product (Exc. VAT)” in Cell D43 by the “Estimated Annual Requirements for each Product” is provided in Cell E43

The following information is required for information purposes only. It does not form part of the Evaluation.

Please enter “Vat Rate” in Cell G43

Please enter “Water Type: Mineral or Spring” in Cell H43

Please enter “Supplier Product Code” in Cell I43

Please enter “Cost of Product %” in Cell J43

Please enter “Logistics & Distribution Costs %” in Cell K43

Please enter “Labour %” in Cell L43

Please enter “Net Profit %” in Cell M43

Please enter “Suppliers can add an additional element to cost breakdown” in Cell N43

Please enter “Suppliers can add an additional element to cost breakdown” in Cell O43

Product 2

Please enter “Product Name (for information purposes only)” in Cell C44

Please enter “Unit Price for each Product (Exc. VAT)” in Cell D44

The “Estimated Annual Requirements for each Product” is provided in Cell E44

The “Annualised Price for each Product (est. annual requirements x unit price (exc. of VAT)” in Cell F44 is calculated by multiplying the

“Unit Price for each Product (Exc. VAT)” in Cell D44 by the “Estimated Annual Requirements for each Product” is provided in Cell E44

The following information is required for information purposes only. It does not form part of the Evaluation.

Please enter “Vat Rate” in Cell G44

Please enter “Water Type: Mineral or Spring” in Cell H44

Please enter “Supplier Product Code” in Cell I44

Please enter “Cost of Product %” in Cell J44

Please enter “Logistics & Distribution Costs %” in Cell K44

Please enter “Labour %” in Cell L44

Please enter “Net Profit %” in Cell M44

Please enter “Suppliers can add an additional element to cost breakdown” in Cell N44

Please enter “Suppliers can add an additional element to cost breakdown” in Cell O44

Total Cost for each Lot for the purposes of evaluation will be automatically calculated in Cell F47 (addition of Cells (F8+F13+F18+F23+F28+F33+F38+F45)

Pricing for Optional Additional Product/Service is requested for information purposes only and will not form part of the evaluation. Tenderers that do not provide a particular Optional Additional Product/Service may enter "N/A" in the relevant pricing field.

Optional IoT Schedule

Product 3

Please enter “Unit Price for each Product/Service (Exc. VAT)” in Cell C53

Please enter “Cost of Product %” in Cell D53

Please enter “Logistics & Distribution Costs %” in Cell E53

Please enter “Labour %” in Cell F53

Please enter “Net Profit %” in Cell G53

Please enter “Suppliers can add an additional element to cost breakdown” in Cell H53

Please enter “Suppliers can add an additional element to cost breakdown” in Cell I53

Product 4

Please enter “Unit Price for each Product/Service (Exc. VAT)” in Cell C54

Please enter “Cost of Product %” in Cell D54

Please enter “Logistics & Distribution Costs %” in Cell E54

Please enter “Labour %” in Cell F54

Please enter “Net Profit %” in Cell G54

Please enter “Suppliers can add an additional element to cost breakdown” in Cell H54

Please enter “Suppliers can add an additional element to cost breakdown” in Cell I54

Product 5

Please enter “Unit Price for each Product/Service (Exc. VAT)” in Cell C55

Please enter “Cost of Product %” in Cell D55

Please enter “Logistics & Distribution Costs %” in Cell E55

Please enter “Labour %” in Cell F55

Please enter “Net Profit %” in Cell G55

Please enter “Suppliers can add an additional element to cost breakdown” in Cell H55

Please enter “Suppliers can add an additional element to cost breakdown” in Cell I55

Product 6

Please enter “Unit Price for each Product/Service (Exc. VAT)” in Cell C56

Please enter “Cost of Product %” in Cell D56

Please enter “Logistics & Distribution Costs %” in Cell E56

Please enter “Labour %” in Cell F56

Please enter “Net Profit %” in Cell G56

Please enter “Suppliers can add an additional element to cost breakdown” in Cell H56

Please enter “Suppliers can add an additional element to cost breakdown” in Cell I56

Optional Additional Services

Product 7

Please enter “Unit Price for each Product/Service (Exc. VAT)” in Cell C58

Please enter “Cost of Product %” in Cell D58

Please enter “Logistics & Distribution Costs %” in Cell E58

Please enter “Labour %” in Cell F58

Please enter “Net Profit %” in Cell G58

Please enter “Suppliers can add an additional element to cost breakdown” in Cell H58

Please enter “Suppliers can add an additional element to cost breakdown” in Cell I58

Product 8

Please enter “Unit Price for each Product/Service (Exc. VAT)” in Cell C59

Please enter “Cost of Product %” in Cell D59

Please enter “Logistics & Distribution Costs %” in Cell E59

Please enter “Labour %” in Cell F59

Please enter “Net Profit %” in Cell G59

Please enter “Suppliers can add an additional element to cost breakdown” in Cell H59

Please enter “Suppliers can add an additional element to cost breakdown” in Cell I59

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 Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the "Contracting Authority"

RE: Request for Tenders for the Supply of Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers

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 Framework Contract, we hereby declare the following:

1. We understand the nature and extent of the Goods required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.

2. We accept all of the Terms and Conditions of the RFT, the Framework Contract and the Confidentiality Agreement and agree if awarded a Framework Contract to execute the Framework Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 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 supply the Contracting Authority with the Goods in accordance with the RFT and our Tender.

5. We agree that, if awarded any Client Contract pursuant to a Framework 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 specified at paragraph 2.10.3 of the RFT.

8. We shall, if awarded any Framework Contract under the RFT, have in place on the Commencement Date of the Framework 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. Any subcontractor, supplier or other entity on whose capacity we rely as part of our 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).

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers

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 services 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: Goods Framework Contract

[Insert name of Contracting Authority]

and

[Insert successful Tenderer's full legal name – to be completed on signing.]

SINGLE SUPPLIER FRAMEWORK CONTRACT

Relating to the Supply of Goods pursuant to

Request for Tenders for the Supply of Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers

THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20[YEAR]: ("COMMENCEMENT DATE")

[Insert name of Contracting Authority] of [address] ("the Client");

and

[Contractor's full legal name], of [address] ("the Contractor")

(each a "Party" and together "the Parties").

WHEREAS:

A. By Request for Tender entitled [nsert title of RFT] advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number __________ dated ____________("the RFT") [Insert name of Contracting Authority] invited tenders from economic operators ("Tenderers") for the supply of the goods described in Appendix 1 to the RFT(the "Goods"). References to the RFT shall include any clarifications issued by [Insert name of Contracting Authority] via the messaging facility on www.etenders.gov.ie between [insert date] and [insert date] (the "RFT Clarifications"). The RFT (including the RFT Clarifications) is hereby incorporated by reference into this Agreement.

B. The Contractor submitted a response to the RFT dated [insert date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor in writing to [Insert name of Contracting Authority] between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Agreement.

II 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. This Agreement consists of the following documents, and in the case of conflict of wording, in the following order of priority:

   i. This Agreement and Schedules A to F attached hereto;

   ii. The RFT;

   iii. The Submission.

2. Subject to clause 23 of Schedule A to this Single Supplier Framework Agreement (the "Agreement"), the Contractor agrees to supply the Goods described in Schedule B to

the Client in accordance with this Agreement. Schedule B details the nature, quality, time of delivery and functional specifications of the Goods in accordance with the RFT and the Submission.

3. Subject to the terms and conditions of this Agreement, the Client agrees to pay to the Contractor the charges as stipulated in Schedule C ("the Charges"). The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

4. For the purposes of this Agreement, the Client's Contact is [name of contact person] of [address of contact person] and [insert email of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact name] and [insert email of contact person].

5. A. This Agreement shall take effect on the date of this Agreement as set out above ("the Commencement Date") and shall expire on [insert date] ("Expiry Date"), unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("the Term").

   Not Used

   B. Client Contracts (as defined in Clause 23), may be awarded for a maximum Term of five (5) years. The Term of a Client Contract (as defined in the Notification to Activate Goods Form (the "NAGF")) shall commence on the effective date ("Effective Date") set out in the NAGF and shall expire one (1) year after the Expiry Date of the relevant Framework Contract, unless it is otherwise terminated in accordance with the provisions of this Agreement or otherwise lawfully terminated.

6. Unless otherwise specified herein, a defined term used in this Agreement shall have the same meaning as assigned to it in the RFT.

7. Headings are included for ease of reference only and shall not affect the construction of this Agreement.

8. Unless the context requires otherwise, words in the singular may include the plural and vice versa.

9. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise

SIGNED for and on behalf of the Client ______________________________ (being a duly authorised officer)	SIGNED for and on behalf of the Contractor ________________________________
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

A. The Contractor undertakes to act with due care, skill and diligence in the supply of the Goods and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and Subcontractors. The Contractor shall require its agents and Subcontractors to exercise due care, skill and diligence in the supply of the Goods and generally in the carrying out of obligations allocated by the Contractor to its agents and Subcontractors under this Agreement.

B. In consideration of the payment of the Charges and subject to clause 5 the Contractor shall:

1. supply the Goods in accordance with the Client's directions and the terms of this Agreement;

2. comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Contractor in writing;

3. comply with all local security and health and safety arrangements as notified to it by the Client; and

4. supply the Goods in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods are supplied, that have been established by EU law, national law, collective agreements and 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) (the "Regulations"). The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

C. The Contractor hereby assumes liability for its Subcontractors and shall ensure that its Subcontractors shall comply in all respects with the relevant terms of this Agreement, including but not limited to clause 1B(4), to the extent that it or they are retained by the Contractor. Subject to clause 15 (Assignment and Subcontract), the Contractor shall notify the Client as soon as possible of any changes to the name and contact details of its Subcontractors.

D. Without prejudice to clause 1C, where the Client becomes aware that any of the exclusion grounds set out in Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Client for any purposes whatsoever.

F. The Client acknowledges that the Contractor may from time to time be dependent on the Client to facilitate the Contractor in the carrying out of its duties under this Agreement. The Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with clause 11.

G. The Contractor agrees that any information relating to this Agreement and / or the performance of this Agreement may be passed by the Client to the Office of Government Procurement ("OGP") and that the OGP may use this information in the analysis and reporting of spend data including the preparation and publishing of reports.

H. In the case of public procurement procedures which are subject to an IPI measure as well as in the case of contracts awarded based on a framework agreement, where the estimated value of those contracts is equal to or above the values set out in Article 4 of Directive 2014/24 EU and where those framework agreements are subject to an IPI measure, within the meaning of

Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;

ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;

iii. to provide, upon request, adequate evidence corresponding to point (i) or (ii) above;

iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. THE GOODS

A. The Contractor shall deliver the Goods at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties.

. Unless otherwise stated in the Schedule B:

1. Where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Client's premises as notified to the Contractor. Where the Goods are collected by the Client, the point of delivery shall be when the Goods are loaded on the Client's vehicle.

2. Delivery shall include the unloading, stacking or installation of the Goods by the Contractor's staff, agents or carriers at such place as the Client or a duly authorised person shall reasonably direct.

3. The Goods shall be packed and marked in a proper manner and in accordance with the Client's instructions and any statutory requirements and any requirements of the carriers and manufacturers. In particular the Goods shall be marked with the appropriate reference identifier) and the net, gross and tare weights. The name of the contents shall be clearly marked on each container

and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

4. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.

5. The Client shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.

6. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.

C. Any Contractor pre-printed terms and conditions produced, signed or stamped by either Party and for whatever purpose during the Term are hereby disallowed.

D. Time of delivery shall be of the essence and if the Contractor fails to deliver the Goods within the time period promised or specified in the Specification, the Client may by notice in writing to the Contractor's Contact release itself from any obligation to accept and pay for the Goods and / or terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

E. Not Used

3. INSPECTION OF GOODS

A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor's premises (including the premises of any Subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 3B.

B. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the Client rejects any of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:

1. treat the Agreement as terminated by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Client in obtaining other Goods in replacement provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods.

or

2. have such Goods promptly, and in any event within [insert number] calendar days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred.

C. Rejected Goods shall be removed by the Contractor from the Client within [insert number] calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within [insert number] calendar days of such notification, the Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Client at the risk of the Contractor. Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Contractor.

D. For the avoidance of doubt, the Client will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause 3B.

E. The issue by the Client of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Client's acceptance of them.

F. The Contractor hereby guarantees the Goods for [insert period] from the date of delivery (the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

4. RISK AND TITLE

A. The Goods ordered under this Agreement shall be delivered to any location specified by the Client, in Ireland, without limit to the number of locations, in the quantities and by the dates specified in the orders, unless otherwise stated. Any extension of the delivery time shall not constitute a general waiver or acquiescence on the part of the Client. All such Goods shall be delivered free of encumbrances or retention of title clauses or similar provision. The Charges quoted shall be based on the understanding that the Goods are to be delivered carriage paid to the various locations as specified in the order, along with the necessary delivery documentation. Pending such delivery, the Goods shall remain at the risk of the Contractor.

B. Title shall pass to the Client on payment for the Goods.

5. PAYMENT

A. Subject to the provisions of this clause 5 (Payment) the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Agreement including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to clause 11A (Contract Management) from time to time;

2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;

3. Invoices being submitted to the Client’s Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Goods for any billing period (including whether or not Goods have been accepted, rejected, satisfactorily repaired or replaced) must be raised by the Client’s Contact within 14 calendar days of receipt of the invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed

accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice shall be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement; and

4. The Contractor having provided current Tax Clearance Certificate to the Client. The Contractor shall comply with all EU and domestic taxation law and requirements.

C. The European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

D. Wherever under this Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Agreement), the Client reserves the right to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

E. Where indicated in the Specification, the Charges shall be deemed to be inclusive of any and all of the cost of instruction of the Client's personnel in the use and maintenance of the Goods and such instructions shall be in accordance with the requirements detailed in the Specification.

F. The Charges shall be discharged as provided for in this clause subject to the retention by the Client in accordance with section 523 of the Taxes Consolidation Act, 1997 of any Professional Services Withholding Tax payable to the Contractor. Any and all taxes applicable to the supply of the Goods will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

A. The Contractor acknowledges, warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Goods hereunder;

2. it is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

3. it is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment, social and environmental protection and is capable of assuming and fulfilling those obligations;

4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the supply of the Goods (to include manufacture and distribution process) as they apply to the Contractor;

5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Agreement;

6. Not Used;

7. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date], remains unchanged; and

8. the Client shall be under no obligation to activate any minimum number or value of Goods.

B. The Contractor shall be and undertakes to be responsible for and to take due precautions for the safe custody of any Goods on his premises which are the property of the Contractor and shall insure the same against any form of loss or damage and the Contractor so acknowledges and confirms.

C. The Contractor confirms and undertakes that the Goods supplied will, at the time of delivery (and for the Guarantee Period), correspond to the description given by the Contractor in accordance with the Submission (to include any samples furnished thereunder) and the Specification (Schedule B) and that the manufacture, distribution and processes employed will comply in all material respects with the representations made in the Submission. None of the provisions of the Sale of Goods Acts 1893 and 1980 shall be excluded or limited under this Agreement.

D. The Contractor undertakes to ensure that all and any necessary consents and/or licences are obtained and in place for the purposes of this Agreement. The Contractor hereby indemnifies the Client and shall keep and hold the Client harmless from and in respect of all and any losses (whether direct, indirect or consequential), liability, damages, claims, costs, or expenses which arise by reason of any breach of third party intellectual property rights in so far as any such rights are used for the purposes of this Agreement.

E. The Contractor undertakes to notify the Client immediately of any material change to the status of the Contractor with regard to the warranties, acknowledgements representations and undertakings as set out at clause 6A and to comply with all reasonable directions of the Client with regard to same.

7. REMEDIES

Prior to publication please ensure to insert amounts/figures where applicable. When finished, delete these instructions.

A. The Contractor shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the negligent act or negligent omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor, its employees, Subcontractors or agents or any of them or as a result of the Contractor's failure to exercise skill, care and diligence as outlined in clause 1 of Schedule A (Contractor's Obligations). The terms of this clause 7A shall survive termination of this Agreement for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death or in respect of the Contractor's indemnity under clause 6(D), neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Goods of approved quality, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

D. Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E. *Delete and replace with "Not Used" if not applicable:*

Save in respect of fraud, personal injury or death or in respect of the Contractor's indemnity under clause 6(D) (for which no limit applies), the limit of the Contractor's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed [insert amount – eg: [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Agreement] regardless of the number of claims.

F. If for any reason the Client is dissatisfied with the performance of the Contractor, a sum may be withheld from any payment otherwise due calculated as follows:

[insert]

("the Retention Amount") which Retention Amount shall not at any given time exceed [insert number] per cent of the Charges. In such event the Client shall identify the particular Goods with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the Goods as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this clause 7F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement

8. CONFIDENTIALITY

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement ("Confidential Information") and shall not disclose same to any third party except to: -

1. its professional advisers subject to the provisions of this clause 8; or

2. as may be required by law; or

3. as may be necessary to give effect to the terms of this Agreement subject to the provisions of this clause 8; or

4. in the case of the Client by request of any person or body or authority whose request the Client or persons associated with the Client (including but not limited to the Legislature and/or the Executive and/or the Civil Service) considers it necessary or appropriate to so comply.

5. With the express written consent of the Client.

B. The Contractor undertakes to comply with all reasonable directions of the Client with regard to the use and application of all and any of its Confidential Information and shall comply with the confidentiality agreement as exhibited at Appendix 6 to the RFT ("the Confidentiality Agreement").

The obligations in this clause 8 will not apply to any Confidential Information:

1. in the receiving Party's possession (with full right to disclose) before receiving it from the other Party; or

2. which is or becomes public knowledge other than by breach of this clause; or

3. is independently developed by the disclosing Party without access to or use of the Confidential Information; or

4. is lawfully received by the disclosing Party from a third party (with full right to disclose).

C. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. 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.

D. The terms of this clause 8 (Confidentiality) shall survive expiry, completion or termination for whatever reason of this Agreement.

9. FORCE MAJEURE

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 8B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease excluding Covid-19 and any related variants, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or Subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;

2. the anticipated delay in the performance of obligations;

3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for five (5) calendar days either Party may terminate at 14 days notice.

D. In circumstances where the Contractor is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Agreement.

10. TERMINATION

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving three (3) months written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving three (3) months written notice to the Client.

B. Either Party shall have the right (in addition to its rights under clause 10(a) and any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

2. if the other Party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;

3. in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and

4. in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

C. The Client shall have the right, in addition to any other rights which it has at law, to terminate this Agreement immediately and without liability for compensation or damages in circumstances where the Client becomes aware:

i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;
ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes 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).
iii) that the contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72 of the Regulations;
iv) that the contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties governing the European Union or the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union (TFEU).

D. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

E. On completion or termination of this Agreement, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Client which is in its possession.

11. CONTRACT MANAGEMENT

A. The Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client the Contractor shall meet formally with the Client to report on progress and shall comply with all written directions of the Client.

B. The Contractor agrees to:

1. liaise with and keep the Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Agreement;

2. maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;

3. comply with all reasonable directions of the Client; and

4. comply with the service levels and performance indicators set out in Schedule D.

C. The Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Agreement. The Contractor shall comply with all reasonable directions of the Client thereby arising. The cost of inspection shall be borne by the Client.

D. The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 11D.

12. DISPUTES

A. In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to the Contractor's Contact within the Contractor and to the Client's Contact within the Client respectively.

C. If the Dispute has not been resolved within fifteen (15) Business Days (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.

D. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to the Chairman of the Chartered Institute of Arbitrators, Irish Branch to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written submissions to the mediator within ten (10) Business Days of his/her appointment.

F. The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.

G. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.

H. If, and to the extent that, any Dispute has not been settled pursuant to mediation, either party may apply to the Irish courts at any time thereafter.

13. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

A. This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

B. This Agreement shall be executed in duplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

14. NOTICES

A. Any notice or other written communication to be given under this Agreement shall either be delivered personally or sent by registered post or email.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;

2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

3. if communicated by email, on the next working day following transmission.

15. ASSIGNMENT AND SUBCONTRACT

A. The Client may, at any time, assign, or otherwise transfer the whole or any part of this Agreement to any Minister or public sector body, entity, or office. Any such assignment, novation or transfer will be done at no additional cost to the Client.

B. Subject to each Party's obligations at law, any assignment, novation, or transfer to a third party of the Contractors rights or obligations under this Agreement (the "Transfer") requires the prior written consent of the Client. Prior to any such Transfer, the transferee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted Transfer not complied with in the manner prescribed herein shall be null and void.

C. Subject to a Party's obligations at law, any sub-contract of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any attempted subcontract not complied with in the manner prescribed herein shall be null and void. For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Client may require information from the Contractor in relation to the status of the proposed subcontractor(s) 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 person is established.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement are hereby excluded.

17. SEVERABILITY

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

18. WAIVER

No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

19. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing goods (or Goods) from a third party at any time during the currency of the Agreement.

20. MEDIA

No media releases, public announcements or public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Client.

21. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Goods and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended).

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 21C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 5 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation.

22. ACCESS TO PREMISES

A. Any of the Client's premises made available from time to time to the Contractor by the Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

B. The Contractor shall upon reasonable notice by the Client allow the Client access to its premises (including the premises of any Subcontractor or agent) where the Goods are being delivered to the Client under this Agreement.

23. ACTIVATION BY CLIENT OF GOODS FRAMEWORK CONTRACT

A. The following shall be Framework Clients for the purposes of this Clause 23:

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);
2. Contracting authorities in the Irish health sector including but not limited to the Health Service Executive (HSE); the Health Information and Quality Authority (HIQA) and HSE funded Agencies delivering health & personal social services funded by more than 50% from Exchequer funds;
3. Contracting authorities which are Third Level Educational Institutions (including universities, institutes of technology and members of the Education Procurement Service);
4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
5. An Garda Síochána (Police);
6. The Irish Prison Service;
7. The Defence Forces; and
8. For the avoidance of doubt, the Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation.

B. The Contractor acknowledges and agrees that the supply of Goods shall be activated at the discretion of the Framework Client as notified to the Contractor in accordance with this Clause 23. The Contractor further acknowledges that neither the Client nor any other Framework Client shall be under any obligation to activate any minimum number or value of Goods.

C. A notification by the Framework Client to the Contractor to activate the supply of Goods for the purposes of this Clause 23 shall be in the form set out at Schedule E to this Agreement (the "Notification to Activate Goods Form" or "NAGF") signed by the Framework Client and served on the Contractor.

D. Unless and until a NAGF is executed and served in accordance with this Clause 23 by a Framework Client, discussions, submissions and negotiations between a Framework Client and the Contractor regarding the supply of the Goods by the Contractor shall be treated as non-contractual and shall not create binding obligations on the parties. Upon execution by the Contractor of the NAGF, the Contractor shall comply with all obligations under the Framework Contract and the Confidentiality Agreement for the benefit of the Framework Client as if references to the Client in the Framework Contract and the Confidentiality Agreement were references to the Framework Client and, for these purposes, the NAGF, the Framework Contract and the Confidentiality Agreement shall together constitute the "Client Contract".

E. The Contractor will notify the Client of the activation of the purchase of Goods by a Framework Client and agrees to make such returns in relation to a Client Contract as may be reasonably requested by the Client from time to time.

F. The Contractor acknowledges that, upon activation of the supply of Goods in accordance with the NAGF, the obligations of the Framework Client under the Contract are a matter for the Framework Client and that the Client shall have no liability or obligation for or in respect of any default by a Framework Client. However, the Contractor shall notify the Client of any event of default and the Client may, but without obligation, seek to assist in seeking compliance with the Client Contract by the Framework Client concerned provided always that nothing in this Clause 23F shall imply or import any financial obligations on or any commitment by the Client of resources or materials.

G. Any of the Client or Framework Client's premises made available from time to time to the Contractor by the Client or Framework Client in connection with this Agreement, shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Agreement. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Agreement.

24. NON SOLICITATION

A. For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Client nor the Contractor shall employ or offer employment to any of the other Party's employees without that other Party's prior written consent.

25. CHANGE CONTROL PROCEDURE

A. Subject to their obligations at law, at any time during the Term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.

B. The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Client proposes the change.

C. A change control notice (“Change Control Notice”) shall be prepared for all change requests by the Party proposing the change. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the supply of the Goods and the Charges (where known) and an estimate of the effort and cost required to prepare an impact assessment (“Impact Assessment”).

D. All Change Control Notices proposing changes to this Agreement must be submitted for review to the other Party’s Contact.

E. The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

F. On approval of an Impact Assessment, this Agreement and/or the Schedules should be updated and revised as appropriate and in writing.

G. In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.

H. The Contractor and the Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Client’s request for any variation is subsequently withdrawn but results in a delay in the supply of the Goods then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

I. Unless otherwise agreed between the Parties, any costs incurred in preparing the Change Control Notice and Impact Assessment shall be borne by the Party proposing the change. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the operation of the Change Control Procedure.

26. DATA PROTECTION AND SECURITY

The Contractor shall not process any Personal Data on behalf of the Client as part of the supply of Goods. In the event that the Client may, during the Term, require the Contractor to process Personal Data, the parties agree to put in place an appropriate Data Processing Agreement pursuant to Article 28(3) of the GDPR, prior to any such processing commencing.

In so far as the parties' process Personal Data in relation to the management and administration of the Contract, the Parties acknowledge that they are each an independent Data Controller with regard to such processing and confirm that they shall comply with the Data Protection Laws in relation thereto.

27. ADDITIONAL CONDITION(S)

[**Delete and replace with ‘Not Used’ if not applicable**:

This is a free text area to allow the Client to include any additional conditions to the Contract, for example a price review clause. Such additional conditions can be set out here by the Client]

Schedule B: Goods

[Insert when completing contract]

Schedule C: Charges

[Insert when completing contract]

Schedule D: Service Levels

34. KPI Framework, Site Tiering and Performance Management

The Contractor's performance under the Framework Contract shall be governed by a structured and tiered Key Performance Indicator (KPI) framework designed to:

- ensure continuity of service, particularly for mission-critical sites;
- maintain consistent service quality and customer experience across a diverse client base;
- strengthen financial and invoicing governance;
- support delivery of sustainability objectives; and
- enable effective contract management, performance oversight, and continuous improvement.

KPIs will apply at both Framework and Client Contract level and will be actively monitored throughout the lifecycle of the Framework.

28.1 Site Tiering Model

To ensure proportionality and value for money, Framework Clients shall classify sites into the following tiers:

Tier 1 – Mission Critical Sites

Sites where service disruption would create immediate operational, safety, or reputational risk.

Examples:

- Hospitals and healthcare facilities
- Residential care and disability services
- Prisons, Garda stations, Defence Forces
- 24/7 operational environments

Service Requirement:
Zero tolerance for disruption. Highest priority in delivery, servicing, and fault resolution.

Tier 2 – Operationally Critical Sites

Sites where disruption would cause significant operational impact.

Examples:

- Government departments
- Large offices

- Universities and major campuses
- Courts and public-facing offices

Service Requirement:
High reliability with structured and predictable service delivery.

Tier 3 – Non-Critical / Amenity Sites

Sites where short-term disruption can be tolerated.

Examples:

- Small offices
- Libraries
- Training centres
- Remote or low-usage locations

Service Requirement:
Cost-efficient, standardised service delivery model.

Application of Tiering

The Contractor shall:

- support Framework Clients in assigning site tiers during mobilisation;
- apply differentiated service levels and response times by tier;
- maintain and update an asset register including site classification;
- propose adjustments where operational requirements change.

28.2 KPI Structure

KPIs will be grouped into the following categories:

9. Mobilisation and Transition
10. Service Performance
11. Delivery and Logistics
12. Customer Experience
13. Commercial and Financial Management
14. Sustainability and Social Value
15. Resilience and Risk
16. Innovation and Continuous Improvement

KPIs shall be implemented through:

- mandatory minimum requirements (pass/fail);
- defined performance thresholds; and
- ongoing contract monitoring and reporting.

Table 10: KPI Requirements

10.1 Delivery Performance

KPI	Tier 1	Tier 2	Tier 3
On-time scheduled delivery	≥ 98%	≥ 96%	≥ 94%
Emergency delivery	≤ 24 hours	≤ 2 working days	≤ 3 working days
Delivery notification	Mandatory	Mandatory	Mandatory
Advance notification of delivery delays	100% compliance	100% compliance	100% compliance

10.2 Fault Response and Resolution

KPI	Tier 1	Tier 2	Tier 3
Issue acknowledgement	≤ 4 hours	≤ 1 working day	≤ 2 working days
On-site attendance	≤ 24 hours	≤ 2 working days	≤ 3 working days
Resolution / workaround	≤ 48 hours	≤ 3 working days	≤ 5 working days

For Tier 1 sites, temporary replacement or alternative supply must be provided where required.

10.3 Servicing and Hygiene Compliance

KPI	Requirement
Bottled cooler sanitisation	Every 13 weeks (minimum)
POU servicing	Every 6 months or per manufacturer
Service completion	≥ 98% on schedule
Service record accuracy	100%

10.4 Customer Service

KPI	Requirement
Query acknowledgement	≤ 1 working day
Complaint resolution	≤ 5 working days
Escalated complaints	≤ 10 working days
Complaint logging and tracking	100% recorded and reportable

10.5 Commercial and Financial Management

KPI	Requirement
Invoice accuracy	≥ 98%
Correct PO/site details	100%

Invoice timeliness	As per agreed cycle
Query resolution	≤ 10 working days
Consolidated invoicing capability	Mandatory
No invoicing prior to service delivery	100%

10.6 Mobilisation and Transition

KPI	Requirement
Mobilisation plan	Mandatory pre-go-live
Transition timelines	As agreed
Service continuity (Tier 1)	Zero disruption
Data accuracy at go-live	≥ 98%
Asset Register accuracy	≥ 98%

10.7 Sustainability and Social Value

KPI	Requirement
Reduction in bottled water (where feasible)	Continuous improvement
Energy performance reporting	Annual
Recycling and reuse reporting	Annual
Environmental compliance	100%

28.3 Performance Management

The Contractor shall:

- provide KPI reports on a quarterly basis (minimum);
- attend regular performance review meetings;
- maintain accurate and auditable performance data;
- provide management information as required by the Contracting Authority and Framework Clients.

35. Service Credits and Escalation

KPI performance shall be linked to service credits and contractual remedies.

Where KPI thresholds are not met:

- corrective action plans shall be required;
- repeated failures may result in escalation to senior management;
- persistent underperformance may trigger contractual remedies.

Failures impacting Tier 1 sites shall be treated as high severity incidents.

36. Resilience and Continuity

The Contractor shall:

- maintain contingency arrangements to ensure continuity of supply;
- demonstrate resilience in servicing, logistics, and supply chain operations;
- prioritise critical sites during disruption scenarios.

37. Innovation and Continuous Improvement

The Contractor shall:

- proactively identify service improvements;
- support use of digital tools (e.g. asset tracking, reporting systems);
- propose efficiency and sustainability enhancements over the contract lifecycle.

The Contractor shall monitor and report to the Contracting Authority and/or Framework Client on KPI performance in accordance with the frequencies set out above. KPI reports must include:

- Performance results against each KPI
- Explanation of any failure to meet KPI targets
- Corrective actions implemented or proposed

38. Service Credits and Performance Remedies

Service Credits are financial deductions applied to the Contractor where KPI performance thresholds are not achieved.

Service Credits are intended to:

- incentivise consistent and reliable service delivery;
- provide measurable consequences for poor performance;
- protect Framework Clients from service failures; and
- support structured performance management.

Service Credits will apply at Client contract level and may be aggregated across reporting periods.

32.1 General Principles

- Service Credits apply where KPI thresholds are not met.

- Credits are calculated as a percentage of the relevant monthly invoice value for the affected services.
- Multiple failures in a reporting period may result in cumulative Service Credits.
- Service Credits are not a penalty, but a pre-agreed performance adjustment.
- Persistent failure may trigger escalation and contractual remedies.

32.2 Service Credit Categories

Service Credits are grouped in line with KPI categories:

7. Delivery Performance
8. Fault Response and Resolution
9. Servicing and Hygiene
10. Customer Service
11. Commercial and Financial Management
12. Mobilisation and Transition

Table 11: Service Credit Tables

11.1 Delivery Performance

KPI Failure	Credit
On-time delivery below KPI threshold	2% per % below target (capped at 10%)
Missed scheduled delivery (no notification)	€100 per occurrence
Emergency delivery failure (Tier 1)	5% per incident
Emergency delivery failure (Tier 2/3)	2% per incident
Failure to notify delays	€50 per occurrence

11.2 Fault Response and Resolution

KPI Failure	Credit
Failure to meet response time	2% per incident
Failure to meet resolution time	3% per incident
Tier 1 failure (any SLA breach)	5% per incident
Failure to provide temporary replacement (Tier 1)	5% per incident

11.3 Servicing and Hygiene

KPI Failure	Credit
Missed scheduled service	€150 per unit
Service completed outside required timeframe	2% per occurrence
Incomplete or non-compliant service record	€50 per occurrence
Hygiene/sanitisation non-compliance	5% per incident

11.4 Customer Service

KPI Failure	Credit
Failure to acknowledge query within SLA	€25 per occurrence
Failure to resolve complaint within SLA	€75 per occurrence
Failure to escalate complaint appropriately	€100 per occurrence

11.5 Commercial and Financial Management

KPI Failure	Credit

Invoice accuracy below 98%	2% of invoice value
Incorrect PO/site allocation	€50 per invoice
Invoice issued before service delivery	€100 per occurrence
Failure to resolve invoice query within SLA	€75 per occurrence

11.6 Mobilisation and Transition

KPI Failure	Credit
Failure to meet mobilisation timeline	5% of first invoice
Inaccurate asset/site data at go-live	2% of first invoice
Service disruption at Tier 1 site during transition	10% per incident

32.3 Service Credit Caps

- Maximum Service Credits per month: 15% of monthly invoice value
- Maximum per incident (Tier 1 critical failure): 10%
- Credits do not limit further contractual remedies

32.4 Escalation Thresholds

Where performance issues persist:

Trigger	Action
10% credits in one month	Formal corrective action plan required
3 consecutive months below KPI	Executive escalation
Persistent Tier 1 failures	Contract review / potential termination

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32.5 Reporting and Application

Service Credits shall be:

- identified through KPI reporting
- agreed (or challenged) within review meetings
- applied to subsequent invoices

The Contractor shall:

- provide transparent supporting data;
- cooperate with validation processes;
- implement corrective actions promptly

32.6 Relationship to Contract Remedies

Application of Service Credits does not:

- limit the Contracting Authority's rights under the Framework Contract;
- prevent further remedies including termination where appropriate;
- remove obligation to remedy service failures.

32.7 Exclusions from Service Credits

Service Credits shall not apply where the Contractor demonstrates that failure to meet KPI requirements is directly attributable to one or more of the following circumstances:

32.7 (i) Client-Caused Delay or Failure
Failure by the Framework Client to:

- provide access to premises
- make required facilities or utilities available
- provide necessary instructions or approvals
- Site-specific restrictions not communicated in advance

32.7 (ii) Third-Party Infrastructure Failures

- Failure of utilities (e.g. water supply, electricity)
- Building or plumbing issues outside Contractor responsibility

32.7 (iii) Incorrect or Incomplete Information

- Incorrect site details provided by the Framework Client
- Changes not communicated within reasonable notice

32.7 (iv) Approved Deviations
Where the Framework Client has agreed in advance to:

- reschedule deliveries or servicing

- modify service requirements

32.8 Conditions for Application of Exclusions

In all cases the Contractor must:

- notify the Framework Client at the earliest opportunity
- demonstrate that all reasonable mitigation measures were taken
- provide supporting evidence where requested

Failure to notify in a timely manner may result in the exclusion not being accepted.

32.9 Limitations of Exclusions

The following shall not be considered valid grounds for exclusion:

- resource shortages (staffing, vehicles, etc.)
- supply chain issues within the Contractor’s control
- subcontractor performance failures
- administrative or system failures
- poor planning or routing inefficiencies

Schedule E: Notification to Activate Goods Form ("NAGF")

NOTIFICATION TO ACTIVATE GOODS FORM

This is a notice for the purposes of Clause 23 of the Framework Contract for the supply of Bottled Water Coolers, Water Bottles, Point of Use Coolers (Mains Fed) and Servicing of all Water Coolers made between the [Insert name of Contracting Authority] ("the Client") and ___________________________("the Contractor") dated [insert date].

The [INSERT FRAMEWORK CLIENT DETAILS]is a Framework Client as set out at clause 23A of the Framework Contract and in accordance with clause 23 **HEREBY NOTIFIES** the Contractor that it wishes to activate the purchase of Goods with effect from [insert date] (the "**Effective Date**").

In accordance with Clause 5B of the Framework Contract and on foot of this NAGF, the Client Contract shall commence on the Effective Date and shall expire one (1) year after the Expiry Date of the relevant Framework Contract, unless it is otherwise terminated in accordance with the provisions of the Framework Contract or otherwise lawfully extended as agreed between the Parties ("**Term**").

The Framework Client hereby acknowledges, agrees and confirms that the Framework Contract and the Confidentiality Agreement are hereby adopted by the Framework Client to govern the supply of the Goods and references to the Client in the Framework Contract and the Confidentiality Agreement shall be deemed to be references to the Framework Client and the Framework Client hereby undertakes to comply with and observe all the terms and conditions of the Framework Contract and the Confidentiality Agreement applicable to it as if a party thereto.

In consideration of the payment of the Charges, the Contractor hereby agrees to provide the Goods described in this NAGF in accordance with the terms and conditions of the Framework Contract.

Please note this document may change to reflect to a digital version in the future.

Additional Framework Client Information

Contracting Authority Name **(e.g. HSE, UCD, Mayo County Council, Revenue etc)**	

Division/Department Name within Contracting Authority (e.g. Connolly Hospital, Grangegorman, Library)	
Contracting Authority Address	
Contracting Authority Contact Name	
Contracting Authority Contact Number	
Contracting Authority Email Address	
Lot Number	Choose an item.
Sector	Choose an item.

GOODS REQUIRED:

*[Framework Client to **Insert details of the specific "Goods"** required and **state the Lot required** under, in accordance with Schedule B and Schedule C of the Framework Contract.*

Dated: _______________

Signed for and on behalf of the Framework Client: _________________________________

Signed for and on behalf of the Contractor: ___________________

Dated: __________________

Appendix 6: Confidentiality Agreement

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

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

[Framework Member's legal name] of [Framework Member's address] (hereinafter called “the Contractor”) of the other part.

WHEREAS

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

   The Contractor and the [insert name of Contracting Authority] have entered into a framework agreement dated [insert date] (“the Framework Agreement”).

B. For the purposes of the tender process referred to in the RFT (the “Competition”), the Framework Agreement and any subsequent contract or contracts awarded thereunder (if any) (the “Contract(s)”) certain confidential information (the “Confidential Information”) as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

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 Client 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 Client 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 Client, the supply of Goods 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 Framework Agreement and/or 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 Client, 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 Client; 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 Client, as applicable; 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 Client 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 Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;

6.3 upon termination of the Competition (or the Framework Agreement or the Contract) for whatever reason to furnish to the Client all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) 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 Client 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 Client and the Contractor so acknowledges and confirms.

8. The Contractor shall, in the performance of the Framework Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Client as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as

directed by the Client, as applicable, 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 Framework Agreement 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 Client 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 Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, 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 Client 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 Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client 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 Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client 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 Client 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 Client 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 Client, amend, delete or return Personal Data and copies thereof to the Client 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 Client, 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 supply of the goods. The Contractor shall comply with all reasonable directions of the Client 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 Client 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 Client or the Client'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 Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement

(OR IF USING A THIRD PARTY PROCESSOR - DELETE IF NOT IN USE)

the Client 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 Client 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 Client ____________________________ (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