

**Request for Tenders dated 04/09/2026  
to establish a  
Multi Supplier Framework Agreement  
for the Provision and Management of  
Laundry and Hire of Linen, Workwear, Curtains,  
Miscellaneous Items and Dust Mat Services to the  
Irish Public Sector**

**Tender procedure: Open procedure**

**Tender Deadline: 09/10/2026 12:00**

## Contents

---

|             |                                                      |
|-------------|------------------------------------------------------|
| Part 1:     | Introduction                                         |
| Part 2:     | Instructions to Tenderers                            |
| Part 3:     | Selection and Award Criteria                         |
| Appendix 1: | Requirements and Specifications                      |
| Appendix 2: | Pricing Schedule                                     |
| Appendix 3: | Tenderer's Statement                                 |
| Appendix 4: | Declaration as to Personal Circumstances of Tenderer |
| Appendix 5: | Framework Agreement                                  |
| Appendix 6: | Services Contract                                    |
| Appendix 7: | Confidentiality Agreement                            |

## 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 appointment to a multi-supplier framework agreement (the “Framework Agreement”) for the provision of the services as described in Appendix 1 to this RFT (the “Services”).

- 1.2 In summary, the Services comprise:

### **Lot 1 – Health Sector:**

The provision and management of laundry linen rental service / drop and collect and the provision of laundry linen rental service / fully managed services. These Services may include, but is not limited to, the provision of bed linen, bathroom linen (towels, etc), patient linen (gowns and nightwear), scrub suits, as well as household linen and workwear linen, curtains, lab coats, cleanroom items and residents’ / patients’ clothing to the Irish Health Sector, including Department of Defence Military Hospitals.

Dust Mat services may be included where ancillary to a wider healthcare laundry requirement. Standalone Dust Mat requirements may be procured under Lot 2.

Health Sector in this instance includes the Health Service Executive (HSE), HSE Acute Hospitals, HSE Community Healthcare Organisations (CHOs), Section 38 / 39 organisations and any other organisations deemed to be appropriate by the HSE, including Department of Defence Military Hospitals.

This Lot is restricted to EN14065 RABC accredited providers only who can meet the relevant qualification criteria for entry onto the Lot.

### **Lots 2 – Public Sector:**

The provision and management of laundry linen rental service / drop and collect and the provision of laundry linen rental service / fully managed services. These Services may include, but is not limited to, the provision of bed linen, bathroom linen (towels, etc), as well as household linen and workwear linen, curtains, lab coats, summer linen and the provision of dust mats to the Irish Public Sector.

**If tendering for Lot 2, please note that this Lot is intended to facilitate participation by national, regional and multi-regional service providers. Tenderers are not required to**

**demonstrate an ability to provide services on a nationwide basis in order to be considered for admission to this Lot. Providers who do not offer all the required services and specialist providers, including those that deal only with Dust Mats, curtains, etc. will also be permitted to join assuming that they can meet the relevant qualification criteria for entry onto the Lot.**

In respect of Lot 2, Tenderers must confirm in the relevant Section in the TRD Part A Quality what services they are able to offer and what their geographic coverage is.

An objective of this Framework Agreement is to enable the promotion of Responsible Business Conduct (RBC) including, but not limited to, the provision of services that are more environmentally friendly and supply chain mapping. It is envisaged that the Contractors will work with Framework Clients in promoting and implementing RBC.

- 1.3 The framework agreement will be divided into two (2) lots (each a “Lot”) as described below. Each Lot will result in a separate framework agreement (each a “Framework Agreement”).

**Table 1: Lot Description**

| Lot Number | Location and Service                                                                                                                                                                                                                                                                                           | Estimated Value per Annum |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1          | All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains and Miscellaneous Items to the Irish Health Sector, including Department of Defence Military Hospitals. Ancillary Dust Mat Services may be included where they form part of a wider healthcare laundry requirement | €27,000,000               |
| 2          | All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services to the Irish Public Sector                                                                                                                                              | €3,000,000                |

The estimated value of the Lots is for general guidance purposes 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 to this competition, Tenderers so acknowledge and agree.

Tenderers should note that each Lot will result in a separate Framework Agreement and membership of each individual Framework Agreement will depend on the evaluation of the tenders received from Tenderers in each Lot.

In future Mini Competitions, for both Lots, the Framework Client may choose to procure services on a national, multi-regional, regional, local or site-specific basis. Requirements may be structured into one or more Lots. The Framework Client reserves the right to determine the composition of Lots and to limit the number of Lots awarded to any Framework Member.

A Lot may comprise one or more hospitals, healthcare facilities, locations and/or service categories, including but not limited to linen, workwear, resident/patient clothing, curtains and dust mats. Tenderers must be capable of delivering all services required across all locations and requirements included within any Lot for which they submit a tender.

Further details of this will be outlined in the SRFT documents at Mini Competition stage.

#### **1.3.1 Documents Published**

The following documents have been published on [www.etenders.gov.ie](http://www.etenders.gov.ie) for this competition:

- FCL035F Linen and Laundry RFT
- FCL035F TRD Part A Quality
- FCL035F Appendix 1A Responsible Business Conduct (RBC) Self-Declaration
- FCL035F Appendix 2 – Lot 1 Health Pricing Schedule
- FCL035F Appendix 2 – Lot 2 Public Sector Pricing Schedule

#### **1.3.2 Tender Submission Requirements**

Tenderers must submit the documents listed below with their tender.

Failure to submit any of the mandatory documents specified in this section may result in the tender being deemed non-compliant and rejected in accordance with paragraph 2.2.

All documents must be complete, accurate and clearly identifiable.

#### **1.3.3 Mandatory Documents (Pass/Fail)**

The following documents are mandatory and will be assessed on a pass/fail basis:

- Completed electronic European Single Procurement Document (eESPD)
- Completed TRD Part A Quality
- Completed Appendix 2 – Pricing Schedule for Lots you are tendering for
- Signed Appendix 3 – Tenderer's Statement

#### **1.3.4 Submissions of Tenders for Multiple Framework Agreement Lots:**

There is no restriction on the number of Framework Agreement Lots that a Tenderer may tender for or be appointed to. Therefore, Tenderers may (1) submit a Tender response for appointment to any one or both Framework Agreement Lots, and (2) if successful, may be appointed to all Framework Agreement Lots they are successful in tendering for.

Regardless of the number of Lots for which a Tenderer submits a tender, only one (1) TRD Part A Quality must be submitted. There is a separate Appendix 2 – Pricing Schedule for each Lot. If a Tenderer is tendering for Lot 1, then they must complete and submit the Pricing Schedule applicable to Lot 1. If they are tendering for Lot 2, then they must complete and submit the Pricing Schedule applicable to Lot 2. If a Tenderer is tendering for both Lots 1

and 2, then they must complete and submit the Pricing Schedule applicable to Lot 1 and Lot 2. However, a separate TRD Part A is not required for each Lot being tendered for.

Where a Tenderer is submitting a response for both Lots, the Tenderer shall ensure that all responses, supporting information and pricing relevant to each Lot applied for are clearly identified and presented in the appropriate sections of the Tender Response Document (TRD). Failure to clearly identify the applicable Lot(s) may result in difficulties and subsequent delays in the evaluation of the tender.

In respect of TRD Part A Quality, if a Tenderer is applying for one Lot only, or for both Lots, then the Tenderer must complete the relevant sections in this document relating to the Lots they are tendering for and submit the completed TRD Part A Quality as part of their tender response.

Similarly, in respect of Lot 2 only, it is recognised that Tenderers may not provide all of the Services required under the Lots. Therefore, as part of the TRD Part A Quality, a Tenderer will be asked to confirm the Services that they can offer and will be required to price for these services in the Appendix 2 – Pricing Schedule.

If, for example, a Tenderer can only provide Dust Mat Services, then they must select Dust Mat Services from the list in the TRD Part A Quality and price for Dust Mats only in the Appendix 2 – Pricing Schedule applicable to Lot 2. They will then be only able to tender for any Dust Mat Service only Mini Competitions that may be tendered during the lifetime of the Framework Agreement.

Submission of Tender(s) for the Lots submitted via the electronic postbox available on [www.etenders.gov.ie](http://www.etenders.gov.ie) must include:

- A single FCL035F TRD Part A Quality document;
- A single FCL035F Appendix 2 – Pricing Schedule document for each Lot being tendered for;
- Supporting documentation as outlined in Section 3.2 Selection Criteria below;
- 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.

**Important: Incomplete submissions are grounds for disqualification. This means if for example, the Tender does not provide the response using the official Tender Response Document (TRD) Part A Quality and Appendix 2 – Pricing Schedule, the Tender submitted will be considered non-compliant and will be removed from the competition.**

For the avoidance of doubt, each Lot will be evaluated separately. Submission of a tender response in respect of a single Lot or both Lots does not guarantee that a Tenderer will be appointed to that Lot or any Lot.

Appointment to the Framework will be awarded on the basis of the Most Economically Advantageous Tender (MEAT) as identified in accordance with the Selection and Award Criteria as described in Section 3.2 and 3.3 below.

Tenderers will be successful and appointed to a Framework Agreement Lot if they submit a compliant tender, fulfil the Selection Criteria in paragraph 3.2 of Part 3 of this RFT, meet the minimum marks in paragraph 3.3 of Part 3 of this RFT and are among the highest ranked Tenderers (in accordance with paragraph 1.4 of Part 1 of this RFT) based on an evaluation of the Tenderer's tender response against the Award Criteria in paragraph 3.3 of Part 3 of this RFT for the relevant Lot being tendered for.

Tenderers will be required to enter into the Framework Agreement at Appendix 5 to this RFT with the Contracting Authority for each Framework Agreement Lot they have been appointed to and are referred to as Framework Members once appointed to the Framework.

References in this RFT to "Framework Agreement" shall be deemed to refer, as the context so admits or requires, to each Framework Agreement in each individual Lot and/or to the Framework Agreements for all Lots collectively.

Ultimately, the procurement of any Services under this Framework will be at the discretion of the Framework Clients, in accordance with paragraphs 1.4 and 2.1 of this RFT.

#### **1.3.5 Award of Services Framework Contracts under each Lot**

It is anticipated that following the establishment of a Multi-Supplier Framework for all Lots, the Contracting Authority shall invite Framework Members appointed to the respective Lot to participate in future competitive processes ("Mini-Competitions") in each of the Lots. Future Mini-Competitions will be conducted in accordance with the provisions of the Framework Agreement (as set out in Appendix 5 of this RFT) and the Supplementary Request for Tenders, as defined at Clauses 5 and 6 of the Framework Agreement ("SRFT"). The most economically advantageous Framework Member for each of the Lots shall be determined in the relevant Mini Competition for each Lot by application of the award criteria in clause 6 of the Framework Agreement.

For the avoidance of doubt, a Framework Member bidding for a Mini Competition in the future must be in a position to provide all of the required services within that Lot / Mini Competition.

#### **1.3.6 Clarifications**

The Contracting Authority reserves the right to seek clarification or additional information in respect of any submission. However, the Contracting Authority is under no obligation to do so.

Failure to provide the requested information or the provision of a materially deficient submission may result in the tender being excluded from the Competition.

### 1.3.7 Tenderer's Briefing

A presentation of the Tenderer's Briefing will be uploaded to the document folder on eTenders. A broadcast message will also be issued via the eTenders messaging facility to advise all interested parties when this has been completed. 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. The Contracting Authority encourages all interested Tenderers to review this Tenderer's Briefing presentation once it has been uploaded. If there are any queries on same, these can be submitted via the eTenders messaging facility prior to the clarification deadline.

### 1.3.8 Competition Timelines

The Contracting Authority will endeavour to conduct the Competition as closely as possible in accordance with the timelines set out below. The Contracting Authority reserves the right to alter the timelines set out below at its sole discretion.

**Table 2: Key Dates**

| Activity / Milestone                           | Date                |
|------------------------------------------------|---------------------|
| Issue Request for Tender (RFT)                 | 04/09/2026          |
| Deadline for Clarifications on RFT             | 12:00 on 30/09/2026 |
| Submission of Tender responses to RFT deadline | 12:00 on 09/10/2026 |

- 1.4 It is anticipated that a minimum of two (2) members (each a "Framework Member") will be appointed to the Framework Agreement for Lot 1.

It is anticipated that a minimum of four (4) and a maximum of twenty (20) members (each a "Framework Member") will be appointed to the Framework Agreement for Lot 2.

The following entities (each a "Framework Client") may award (or "call off") contracts (each a "Services Contract") under the Framework Agreement in accordance with the rules set out in the form of Framework Agreement 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, including Department of Defence Military Hospitals.

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 Agreement that may result from this Competition will (subject to paragraph 1.6 below, if applicable, be for a term of **four (4) years** (“the Term”).

1.6 **Not Used**

1.7 The Contracting Authority estimates that the aggregate expenditure on the Services to be covered by the proposed Framework Agreements may amount to some **€120 million** (excl. VAT) over the Term and any possible extensions. Tenderers must understand that this figure is an estimate only based on current and future expected usage.

1.8 Contracting Authority policy seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged, subject to paragraph 2.5, to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Services 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 Services Contracts that may result from this Competition.

## Part 2: Instructions to Tenderers

### 2.1 IMPORTANT NOTICES

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

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

This RFT does not constitute an offer or commitment to enter into a Framework Agreement and/or a Services Contract. The conclusion of a Framework Agreement with a Framework Member does not guarantee the award of any Services Contract.

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

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

Any notification of preferred bidder status by the Contracting Authority / Framework Client 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 Agreement being executed by or on behalf of the Contracting Authority.

The award of a Framework Agreement or a Services Contract under the Framework Agreement does not confer exclusivity on the Contractor(s).

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

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

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

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data

has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

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

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

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

- 2.1.6 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:
  - (i) the information contained in it continues to be correct; and
  - (ii) that they satisfy the Selection Criteria for this Competition as set out at part 3.2 below.
- (b) To submit all documentation which this RFT requires to be submitted with their Tender;
- (c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;
- (d) To conform to and comply with all instructions and requirements set out within 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 AGREEMENT AND SERVICES CONTRACT

- 2.3.1 The award of Services Contracts under a Framework Agreement shall be made in accordance with the rules set out in the Framework Agreement at Appendix 5 to this RFT.
- 2.3.2 Tenderers should also note the terms and conditions of the Services Contract set out at Appendix 6 to this RFT.
- 2.3.3 Tenderers are required to confirm their acceptance of the terms and conditions of the Framework Agreement at Appendix 5 to this RFT and the Services Contract at Appendix 6 to this RFT by signing the Tenderer’s Statement at Appendix 3. Tenderers may not amend the Framework Agreement or the Services 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 resubmit. 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 appointment to any Framework Agreement, the Contractor shall be required to designate a single entity who will carry overall responsibility for the Framework Agreement and any Services Contract (the “Prime Contractor”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the “Subcontractor”).

## 2.6 TENDER SUBMISSION REQUIREMENTS

**2.6.1** Tenders must be submitted via the ‘electronic tenderbox’ available on [www.etenders.gov.ie](http://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 **12:00 noon** on **9 October 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 1-2.

**2.6.5** All Tenders submitted in soft copy must be compiled such that they can be read immediately using **Microsoft Office or PDF reader**. The Contracting Authority is not responsible for

corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

## 2.7 QUERIES AND CLARIFICATIONS

- 2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie). Queries will be accepted no later than 12:00 noon on 30 September 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](http://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](http://www.etenders.gov.ie), in order to receive all responses to queries and other updates in relation to this Competition.

## 2.8 TENDERING COSTS

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

## 2.9 CONFIDENTIALITY

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

## 2.10 PRICING

- 2.10.1 All Tenderers must complete the Pricing 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 6 months commencing from the Tender Deadline.
- 2.10.4 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.10.5 Payments for Services provided pursuant to this RFT shall be subject to and made in accordance with the Services Contract at Appendix 6 to this RFT.
- 2.10.6 Tenderers should note that prices (ceiling rates) may be increased or decreased only on the first anniversary of the Effective Date of the Framework Agreement (as defined in the Framework Agreement Contract) and on subsequent anniversaries of the Effective Date thereafter. Any adjustment shall be calculated using a composite index comprising:
- 50% of the annual percentage movement in the Labour Cost Index (All Economic Sectors) as published by the Central Statistics Office (CSO);
  - 30% of the annual percentage movement in the Wholesale Price Index – All Energy Fuels as published by the CSO;
  - 20% of the annual percentage movement in the Wholesale Price Index – Manufacturing Industries as published by the CSO.

The percentage adjustment shall be calculated as follows:

**Annual Price Adjustment (%) =**

$(50\% \times \% \text{ change in CSO Labour Cost Index}) + (30\% \times \% \text{ change in CSO Wholesale Price Index} - \text{All Energy Fuels}) + (20\% \times \% \text{ change in CSO Wholesale Price Index} - \text{Manufacturing Industries})$

***Application of Annual Price Review Mechanism (Framework Level)***

**Example**

Current Contract Price: €10.00

Index movements since Framework start/previous review date:

| Index                                            | Weighting | Annual Change |
|--------------------------------------------------|-----------|---------------|
| Labour Cost Index                                | 50%       | 2%            |
| Wholesale Price Index – Manufacturing Industries | 20%       | 3%            |
| Wholesale Price Index – All Energy Fuels         | 30%       | 4%            |

### **Step 1 – Calculate Weighted Impact**

| Index                          | Weighting | Annual Change | Weighted Impact |
|--------------------------------|-----------|---------------|-----------------|
| Labour Cost Index              | 50%       | 2%            | 1.00%           |
| WPI – Manufacturing Industries | 20%       | 3%            | 0.60%           |
| WPI – All Energy Fuels         | 30%       | 4%            | 1.20%           |

### **Total Price Adjustment =**

$$1.00\% + 0.60\% + 1.20\% = \mathbf{2.8\%}$$

### **Step 2 – Apply Adjustment to Contract Price**

Current Price = €10.00

Price Adjustment = 2.8%

$$€10.00 \times 2.80\% = €0.28$$

$$€10.00 + €0.28 = \mathbf{€10.28}$$

### **Result**

The annual price review would result in the contract price increasing from **€10.00 to €10.28**.

The resulting percentage adjustment may be positive or negative and shall be applied to the Contract Prices from the relevant anniversary date.

Framework Members must apply for a such a price (ceiling rate) increase no later than 14 calendar days prior to the first anniversary of the Effective Date of the Framework Agreement and on subsequent anniversaries of the Effective Date thereafter, by contacting the OGP in writing.

For the avoidance of doubt, the above provision also applies to the pricing of any Services Contract awarded under a Framework Agreement, whereby the pricing may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract and on subsequent anniversaries of the Effective Date thereafter. Any adjustment shall be calculated using a composite index comprising:

- 50% of the annual percentage movement in the Labour Cost Index (All Economic Sectors) as published by the Central Statistics Office (CSO)
- 30% of the annual percentage movement in the Wholesale Price Index – All Energy Fuels as published by the CSO;
- 20% of the annual percentage movement in the Wholesale Price Index – Manufacturing Industries as published by the CSO.

The percentage adjustment shall be calculated as follows:

**Annual Price Adjustment (%) =**

(50% x % change in CSO Labour Cost Index) + (30% x % change in CSO Wholesale Price Index – All Energy Fuels) + (20% x % change in CSO Wholesale Price Index – Manufacturing Industries)

***Application of Annual Price Review Mechanism (Mini Competition Level)***

**Purpose**

The Framework will establish a maximum (“ceiling”) price for Linen and Laundry services at Framework establishment stage. Any subsequent Annual Price Review approved under the Framework will adjust this ceiling price in accordance with the agreed Price Review Mechanism.

Framework Members participating in a Mini Competition may submit prices below the adjusted ceiling price but may not exceed it.

**Example**

A Framework Member has a Framework Ceiling Price on an item of €10.00.

They are successful in a Mini Competition, pricing the item at €9.50.

A year into the contract, they are seeking a price review. The Contracting Authority uses the most up-to-date data in respect of the Indices.

Using the same methodology from Example 1 above, adjustment is 2.8%.

$€9.50 \times 2.8\% = €0.266$  (rounded to €0.27)

The new price following the approved increase is now  $€9.50 + 0.27 = €9.77$ .

**Note:**

The increase received under a Mini Competition must not exceed the Framework Members submitted ceiling price (plus any applicable price reviews).

In this case, if the maximum ceiling price under the Framework for an item is €10.28, as per Example 1, then during the Price Review at Mini Competition stage, a Framework Member cannot exceed this maximum price. For the avoidance of doubt, the Framework Member’s maximum Framework price should never be exceeded in any subsequent Services contracts.

The resulting percentage adjustment may be positive or negative and shall be applied to the Contract Prices from the relevant anniversary date.

Framework Members must apply for a such a price (ceiling rate) increase no later than 14 calendar days prior to the first anniversary of the Effective Date of the Services Contract

and on subsequent anniversaries of the Effective Date thereafter, by contacting the Contracting Authority in writing.

## **2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW**

- 2.11.1** In the performance of any Services Contract awarded, the Contractor(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 services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.
- 2.11.2** Tenderers shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003, the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.
- 2.11.3** The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

## **2.12 PUBLICITY**

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

## **2.13 REGISTRABLE INTEREST**

Any Registrable Interest involving any Tenderer or Subcontractor and the Contracting Authority, 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 Acts 1995 and 2001, copies of which are available at [www.irishstatutebook.ie](http://www.irishstatutebook.ie). The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or a Mini-

Competition or terminating any Framework Agreement and / or Services Contract entered into by a Tenderer.

#### **2.14 ANTI-COMPETITIVE CONDUCT**

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

#### **2.15 INDUSTRY TERMS USED IN THIS RFT**

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

#### **2.16 FREEDOM OF INFORMATION**

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

#### **2.17 TAX CLEARANCE**

It will be a condition of any Framework Agreement or Services Contract pursuant to this Competition that the Contractor(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](http://www.revenue.ie) for further information. Prior to the award of any Framework Agreement or Services Contract arising out of this Competition, the Contractor shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the Contractor acknowledges and agrees that the Contracting Authority has the permission of the Contractor 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 Services Contract entered into by a Tenderer.

## 2.19 WITHDRAWAL FROM THIS COMPETITION

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

## 2.20 SITE VISIT

### 2.20.1 No site visits are required to apply for this Framework Agreement.

However, at Mini Competition stage, the Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. The details of this will be further outlined in the Mini Competition documents.

Similarly, Framework Clients may wish to visit the premises of Tenderers either as part of the Mini Competition tender process, or afterwards once a contract is in place.

Such visits may be undertaken to verify information provided in a Tender Response, assess operational capability and capacity, review quality assurance measures, and monitor ongoing compliance with Framework and contractual requirements.

Failure to provide reasonable access or cooperation may be taken into account in the evaluation of Tender submissions and/or may constitute a breach of the Framework Agreement or Call-Off Contract, as applicable.

### 2.20.2 The Contracting Authority reserves the right to conduct visits to Tenderers' premises during the procurement process and throughout the duration of the Framework Agreement and any Call-Off Contract.

Such visits may be undertaken to verify information provided in a Tender Response, assess operational capability and capacity, review quality assurance measures, and monitor ongoing compliance with Framework and contractual requirements.

Failure to provide reasonable access or cooperation may be taken into account in the evaluation of Tender submissions and/or may constitute a breach of the Framework Agreement or Call-Off Contract, as applicable.

## 2.21 INSURANCE

- 2.21.1 The Contractor(s) shall be required to hold for the term of any Services Contract awarded pursuant to Mini-Competition **insurances of the type and to the minimum level specified in the SRFT**. Tenderers should note that they are not obliged to have insurances in place in order to enter into a Framework Agreement with the Contracting Authority. The types of and minimum levels of insurance required are not likely to exceed the following insurances:

| Type of Insurance                                                       | Indemnity Limit                                                                           |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Employer's Liability</b>                                             | €13 million for any one claim or series of claims arising out of a single occurrence      |
| <b>Public Liability</b>                                                 | €6.5 million for any one claim or series of claims arising out of a single occurrence     |
| <b>Product Liability</b>                                                | €6.5 million for any one claim and or series of claims arising out of a single occurrence |
| <b>Motor Insurance (Third Party Commercial Motor Vehicle Liability)</b> | €1.3 million for any one claim or series of claims arising out of a single occurrence     |

- 2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Services Contract arising from a Mini-Competition pursuant to the Framework Agreement, (i) they will, from the Effective Date of the Services Contract (as defined in the Services Contract), obtain and hold the types and levels of insurance as specified in the relevant SRFT, (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 Framework Member(s) prior to the award of (and shall be a condition of) any Services Contract.

- 2.21.3 The Contractor will, during the term of the Services Contract, be required to:
- (a) immediately advise the Contracting Authority and the Framework Client of any material change to its insured status;
  - (b) produce proof of current premiums paid upon request;
  - (c) produce valid certificates of insurance upon request.

## Part 3: Selection and Award Criteria

### 3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

- (a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and
- (b) Declared by way of eESPD that either:
  - (i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of the Regulations apply to them, or
  - (ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of the Regulations), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and
- (c) Declared by way of eESPD that they satisfy the selection criteria for 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. A Tenderer who fails a selection criterion will be excluded from participating in 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.

|                                  | Requirements                                                                                                                                                                                                                                                                                                                                                                             | Qualifying Threshold |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Current Banking Reference</b> | <p>Tenderers are required to confirm that they have a current bank reference dated within three months of the tender submission deadline confirming that their accounts are in good standing.</p> <p><b>Tenderers must also submit a copy of this banking reference with their tender submission.</b></p>                                                                                | Pass / Fail          |
| <b>Solvency Requirement</b>      | <p>Tenderers are required to confirm that they have a letter from an independent Accountant confirming the ability of the Tenderer to pay the debts identified on its current Statement of Assets and Liabilities as being debts as they fall due.</p> <p><b>Tenderers must also submit a copy of this letter with their tender submission.</b></p>                                      | Pass / Fail          |
| <b>Insurances</b>                | <p>Tenderers are required to confirm that they have a letter from their broker or insurance company confirming that they will be able to obtain the types and levels of insurance specified in paragraph 2.21.1 if they are awarded a Services Contract under this Framework Agreement.</p> <p><b>Tenderers must also submit a copy of this letter with their tender submission.</b></p> | Pass / Fail          |

| <b>Minimum Turnover Requirements</b> | <p>Tenderers are required to confirm that the annual turnover of the Tenderer in each of the last three financial years is equal to or exceeds the amounts stated per Lot in Table 3 below, or alternatively, if the date of establishment was more recent, an annual turnover equal to or exceeding the amounts stated per Lot in Table 3 below for each year the Tenderer has been established.</p> <p>Tenderers are required to furnish proof of turnover in the form of:</p> <ul style="list-style-type: none"> <li>• Financial Accounts</li> <li>• Audited Financial Accounts</li> <li>• Accountant's Letter / Certificate</li> <li>• Auditor's Letter / Certificate</li> </ul> <p>to demonstrate that they meet the required turnover level.</p> <p><b>Table 3: Minimum Annual Turnover Requirements for each Lot:</b></p> <table data-bbox="587 987 1185 1980"> <tr> <th data-bbox="587 987 667 1207">Lot #</th><th data-bbox="667 987 999 1207">Lot Description</th><th data-bbox="999 987 1185 1207">Minimum Annual Turnover Requirements (ex VAT)</th></tr> <tr> <td data-bbox="587 1207 667 1688">1</td><td data-bbox="667 1207 999 1688">All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains and Miscellaneous Items to the Health Sector, including Department of Defence Military Hospitals. Ancillary Dust Mats may be included where they form part of a wider healthcare laundry requirement</td><td data-bbox="999 1207 1185 1688">€25 million</td></tr> <tr> <td data-bbox="587 1688 667 1980">2</td><td data-bbox="667 1688 999 1980">All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mats to the Public Sector</td><td data-bbox="999 1688 1185 1980">€500,000</td></tr> </table> | Lot #                                         | Lot Description | Minimum Annual Turnover Requirements (ex VAT) | 1 | All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains and Miscellaneous Items to the Health Sector, including Department of Defence Military Hospitals. Ancillary Dust Mats may be included where they form part of a wider healthcare laundry requirement | €25 million | 2 | All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mats to the Public Sector | €500,000 | Pass/Fail |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------|-----------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|
| Lot #                                | Lot Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Minimum Annual Turnover Requirements (ex VAT) |                 |                                               |   |                                                                                                                                                                                                                                                                                                  |             |   |                                                                                                                                                     |          |           |
| 1                                    | All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains and Miscellaneous Items to the Health Sector, including Department of Defence Military Hospitals. Ancillary Dust Mats may be included where they form part of a wider healthcare laundry requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | €25 million                                   |                 |                                               |   |                                                                                                                                                                                                                                                                                                  |             |   |                                                                                                                                                     |          |           |
| 2                                    | All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mats to the Public Sector                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | €500,000                                      |                 |                                               |   |                                                                                                                                                                                                                                                                                                  |             |   |                                                                                                                                                     |          |           |

| <b>Second Turnover Requirement</b> | <p>Any Tenderer who is tendering for more than one Lot will need to demonstrate their ability to meet the proportion of the aggregated financial turnover requirements of the combined Lots they have been successful on.</p> <p>Tenderers who are successful on more than one Lot must also meet the following minimum requirement:</p> <ul style="list-style-type: none"> <li>• <b>100% of the Minimum Annual Turnover Requirement</b> for the Lot with the highest € value Minimum Annual Turnover Requirement that the Tenderer has applied for;</li> <li>• <b>PLUS</b></li> <li>• <b>50% of the Minimum Annual Turnover Requirement</b> for the other Lot they are applying for.</li> </ul> <p>For example, if a Tenderer applies for Lots 1 and 2, then the Tenderer will need to demonstrate an annual turnover of at least €25,250,000 as per the below calculation, in order to be awarded Framework contracts for Lots 1 and 2:</p> <p><b>Second Minimum Turnover Requirement – Example Calculation</b></p> <table border="1" data-bbox="587 1171 1190 1718"> <thead> <tr> <th data-bbox="587 1171 700 1391">Lots Applied For</th><th data-bbox="700 1171 986 1391">Calculation</th><th data-bbox="986 1171 1190 1391">Minimum Annual Turnover Required to be demonstrated</th></tr> </thead> <tbody> <tr> <td data-bbox="587 1391 700 1462">Lot 1</td><td data-bbox="700 1391 986 1462">€25,000,000 x 100% =</td><td data-bbox="986 1391 1190 1462">€25,000,000</td></tr> <tr> <td data-bbox="587 1462 700 1534">Lot 2</td><td data-bbox="700 1462 986 1534">€500,000 x 50% =</td><td data-bbox="986 1462 1190 1534">€250,000</td></tr> <tr> <td data-bbox="587 1534 700 1718"></td><td data-bbox="700 1534 986 1718"><b>Minimum aggregated financial turnover to be eligible to tender for Lots 1 and 2</b></td><td data-bbox="986 1534 1190 1718"><b>€25,250,000</b></td></tr> </tbody> </table> <p>If a Tenderer emerges as one of the Contractors to be appointed to a Framework Contracts (by application of the Award Criteria set out in paragraph 3.3 of this RFT) but does not meet the Second Minimum Turnover Requirement 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</p> | Lots Applied For                                    | Calculation | Minimum Annual Turnover Required to be demonstrated | Lot 1 | €25,000,000 x 100% = | €25,000,000 | Lot 2 | €500,000 x 50% = | €250,000 |  | <b>Minimum aggregated financial turnover to be eligible to tender for Lots 1 and 2</b> | <b>€25,250,000</b> | Pass/Fail |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|-----------------------------------------------------|-------|----------------------|-------------|-------|------------------|----------|--|----------------------------------------------------------------------------------------|--------------------|-----------|
| Lots Applied For                   | Calculation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Minimum Annual Turnover Required to be demonstrated |             |                                                     |       |                      |             |       |                  |          |  |                                                                                        |                    |           |
| Lot 1                              | €25,000,000 x 100% =                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | €25,000,000                                         |             |                                                     |       |                      |             |       |                  |          |  |                                                                                        |                    |           |
| Lot 2                              | €500,000 x 50% =                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | €250,000                                            |             |                                                     |       |                      |             |       |                  |          |  |                                                                                        |                    |           |
|                                    | <b>Minimum aggregated financial turnover to be eligible to tender for Lots 1 and 2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>€25,250,000</b>                                  |             |                                                     |       |                      |             |       |                  |          |  |                                                                                        |                    |           |

|                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|                                                             | <p>(for which the First and Second Minimum 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).</p> <p><b>Any Tenderer who is unable to make a declaration in respect of any Lot they are applying for shall not be eligible for the award of a Framework Contract for that Lot and shall be eliminated from the Competition for that Lot.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |
| <p><b>Reliance on Third Party Resources (Financial)</b></p> | <p><b>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.</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> | <p>Pass/Fail</p> |

|  |                                                                                                                  |  |
|--|------------------------------------------------------------------------------------------------------------------|--|
|  | documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity. |  |
|--|------------------------------------------------------------------------------------------------------------------|--|

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.

|                                         | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Qualifying Threshold |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Experience of Previous Contracts</b> | <p><b>Lot 1: Health Sector</b></p> <p>Health Sector in this instance includes the Health Service Executive (HSE), HSE Acute Hospitals, HSE Community Healthcare Organisations (CHOs), Section 38 / 39 organisations and any other organisations deemed to be appropriate by the HSE, including Department of Defence Military Hospitals.</p> <p>Tenderers are required to confirm that they have successfully delivered three (3) Services contracts of a similar nature to the Services required in Appendix 1.</p> <p>Tenderers must provide the following supporting documentation as part of their tender submission:</p> <p>Summary details of three (3) Services contracts in which they have successfully delivered Services of a similar nature to the Services required in Appendix 1.</p> | Pass / Fail          |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p>Each of the example contracts must:</p> <ul style="list-style-type: none"> <li>• Be similar in nature to the Services required in Appendix 1, namely, the Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mats.</li> <li>• Be in respect of a client within the Health Sector, e.g., hospital, Avista, St. John of Gods, etc.</li> <li>• Demonstrate that the Services were successfully delivered across more than one county.</li> <li>• Have a minimum value of €1 million per annum.</li> <li>• One of the contracts must been or have been in place for a minimum duration of 2 years.</li> </ul> <p><b>Tenderers must provide the contact names and details for each referee who shall be able to verify the information provided by Tenderers in relation to the three contracts upon request by the Contracting Authority.</b></p> <p><b>Lots 2: Public Sector</b></p> <p>Tenderers are required to confirm that they have successfully delivered three (3) Services contracts of a similar nature to the Services required in Appendix 1.</p> <p>Tenderers must provide the following supporting documentation as part of their tender submission:</p> <p>Summary details of three (3) Services contracts in which they have successfully delivered Services of a similar nature to the Services required in Appendix 1.</p> <p>Each of the example contracts must:</p> <ul style="list-style-type: none"> <li>• Be similar in nature to the Services required in Appendix 1, namely, the Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mats.</li> <li>• Demonstrate that the Services were successfully delivered.</li> <li>• Have a minimum value of €50,000 per annum.</li> <li>• One of the contracts must been or have been in place for a minimum duration of 2 years.</li> </ul> <p><b>Tenderers must provide the contact names and details for each referee who shall be able to verify the information provided by Tenderers in relation to the three contracts upon request by the Contracting Authority.</b></p> |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|                            | <p><u>Note:</u> Tenderers applying for both Lots need only provide three references – one reference meeting the requirements of each Lot and a third at your own discretion</p> <p>The Contracting Authority may contact any or all referees without prior notice being given to the Tenderer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
| <b>Quality Assurance</b>   | <p><b><u>Internal Quality Assurance Procedures</u></b></p> <p>For both Lots 1 and 2, Tenderers must have an internal quality assurance process in place (either third party certified or in-house).</p> <p>Tenderers must confirm by way of self-declaration that it has an internal quality assurance procedure in place.</p> <p><b>Please provide a copy of same as part of your tender submission.</b></p> <p><b><u>External Quality Assurance and Accreditation</u></b></p> <p>For both Lots 1 and 2, Tenderers must provide details of any external accreditations held, including any ISO certifications.</p> <p>For Tenderers submitting a tender response in respect of Lot 1: Health Sector, Tenderers should confirm by way of a self-declaration whether they:</p> <ul style="list-style-type: none"> <li>• hold a current EN 14065 accreditation relating to Risk Analysis and Bio contamination Control (RABC) Systems; or</li> <li>• are in the process of obtaining EN 14065 accreditation.</li> </ul> <p>Tenderers should provide, as part of their tender response, either:</p> <ul style="list-style-type: none"> <li>• a copy of the current EN 14065 accreditation certificate; or</li> <li>• evidence demonstrating that the Tenderer is actively progressing the achievement of EN 14065 accreditation.</li> </ul> <p>Prior to the award of any Services Contract under Lot 1: Health Sector, the successful Tenderer will be required to provide evidence of a valid EN 14065 accreditation.</p> <p>Framework Members that cannot provide evidence of a valid EN 14065 accreditation shall not be eligible for the award of a Services Contract under Lot 1: Health Sector.</p> <p>Accordingly, Framework Members that do not hold a valid EN 14065 accreditation should not participate in Mini Competitions for Lot 1 unless they expect to have obtained the accreditation prior to the tender submission deadline.</p> | Pass / Fail |
| <b>Health &amp; Safety</b> | Tenderers must have policies and procedures in place in relation to Health & Safety.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Pass / Fail |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|                                        | <p>Tenderers are required to confirm that they are complying with the Safety, Health and Welfare at Work Act 2005 and all regulations made under the 2005 Act.</p> <p>Tenderers must further declare by way of eESPD that they have a system / policy in place that ensures that it's personnel have a good standard of health appropriate to the demands of work and the environment in which its personnel are working, in particular; Tenderers must provide relevant vaccinations (such as Hepatitis B as a minimum) and influenza etc. to employees involved in the processing of linen items in their premises.</p> <p><b>A copy of this system / policy must be provided as part of the Tenderer's application.</b> Records of vaccinations must be made available to the Framework Clients at the commencement of the Services Contracts.</p>                               |             |
| <b>Security Policy</b>                 | <p>Tenderers are required to confirm that adequate procedures (in respect of both physical access and IT systems) are in place to ensure that information held by the Contractor regarding the Service(s) provided to the Framework Client or Contracting Authority are inaccessible to non-authorised persons.</p> <p><b>Copy/copies of these procedures must be provided as part of the tender response.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Pass / Fail |
| <b>Staff Vetting</b>                   | <p>Tenderers are required to confirm that adequate procedures in respect of staff vetting are in place to ensure the suitability of all Tenderer's staff that may be involved in the delivery of Services under this Framework Agreement and any subsequent SRFT – mini competitions.</p> <p><b>Tenderers must provide a copy/copies of such procedures as part of their tender submission.</b></p> <p>The staff vetting requirements specified in this RFT represent the minimum requirements applicable for admission to the Framework. Contracting Authorities may, having regard to the nature of their operational environment and specific service requirements, require additional vetting, security clearance or screening measures at Mini Competition stage. Any such additional requirements will be clearly set out in the relevant Mini Competition documentation.</p> | Pass / Fail |
| <b>Environmental Management System</b> | <p>Tenderers must have an Environmental Management System appropriate to the nature, scale and environmental impact of the Services.</p> <p>The system may be independently certified (e.g., ISO14001, EMAS or equivalent) or may be an internally operated system.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Pass / Fail |

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                              | <b>Tenderers are required to confirm that they fulfil the requirement and must submit a copy of their Environmental Management System or certification as part of their tender response.</b>                                                                                                                                                                                                                                                                                                                                                                                                                          |           |
| <b>Social Considerations</b> | <p>Tenderers must, by way of self-declaration, and when requested to do so by the Contracting Authority at any time over the term of the Framework Contract, provide the assurances that its employees and the employees of their suppliers / manufacturers, and all suppliers / manufacturers' sub-contractors are employed under decent social working conditions and that the ecological footprint for the manufacturing of all products under this competition is kept to a minimum.</p> <p><b>Please provide a signed copy of this self-declaration on company headed paper with your tender submission.</b></p> | Pass/Fail |

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

### 3.3 AWARD CRITERIA FOR SELECTION AS A FRAMEWORK AGREEMENT MEMBER

- 3.3.1 Appointment to the framework will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

**Table 4: Award Criteria for Lots 1 – 2**

| <b>Award Criteria</b>                                      | <b>Maximum Weighted Marks Available</b> | <b>Minimum Weighted Marks Required to Pass</b> |
|------------------------------------------------------------|-----------------------------------------|------------------------------------------------|
| Sustainability and Responsible Business Conduct Management | <b>100</b>                              | <b>60</b>                                      |
| Cost                                                       | <b>900</b>                              | <b>N/A</b>                                     |
| <b>Total Marks (Quality and Cost)</b>                      | <b>1,000</b>                            |                                                |

#### **Qualitative Award Criterion**

The qualitative responses to the Award Criterion in Table 6 below shall be scored initially out of 5 marks according to the following scoring matrix in Table 5:

**Table 5: Qualitative Award Criteria (Scoring Matrix)**

| Score    | Description                                                                                                                                                                                                                                                                                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>5</b> | An <b>excellent</b> response that fully meets requirements and provides comprehensive, detailed and convincing assurance that the Tenderer will deliver on the Contracting Authority's requirements to an excellent standard.                                                                                                                    |
| <b>4</b> | A <b>good</b> response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver on the Contracting Authority's requirements to a good standard.                                                                                                                                                     |
| <b>3</b> | A <b>satisfactory</b> response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of the Contracting Authority's requirements to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.                                                   |
| <b>2</b> | An <b>average</b> response where some capabilities to meet the requirements are detailed, however, reservations exist. Lacks full credibility and/or convincing detail, and there is a significant risk that the delivery of the Contracting Authority's requirements will not be successful.                                                    |
| <b>1</b> | A <b>poor</b> response where limited information was provided and serious reservations exist. This may be because, for example, insufficient detail is provided, and/or the response has fundamental flaws, is seriously inadequate or seriously lacks credibility with a high risk of non-delivery of the Contracting Authority's requirements. |
| <b>0</b> | No response or response completely fails to address the criterion under consideration.                                                                                                                                                                                                                                                           |

The initial raw score out of 5 shall be allocated to each response and then be multiplied by the relevant Multiplier specified in Table 6 to generate a weighted score for that question.

**Tenderers' attention is drawn in particular to the Minimum Marks Required to Pass specified below in Table 6. Tenderers must achieve the Minimum Marks required to Pass for the qualitative criterion in order to pass to the next stage of the Competition for the Lot(s). Only those Tenderers who meet or exceed the Minimum Marks Required to Pass for the qualitative criterion will be evaluated under the Cost Award Criterion in respect of the Lot(s).**

**Important: Tenderers that fail to meet the Minimum Marks Required to Pass for the qualitative criterion shall be eliminated from the Competition in respect of the Lot and shall not be evaluated for Cost in respect of the Lot.**

**Table 6: Qualitative Award Criterion – Applies to All Lots**

| No.      | Quality Award Criterion Description                        | Maximum Weighted Marks Available | Multiplier | Minimum Marks Required to Pass | Section in Appendix 1 | Page Count Limit |
|----------|------------------------------------------------------------|----------------------------------|------------|--------------------------------|-----------------------|------------------|
| <b>1</b> | Sustainability and Responsible Business Conduct Management | 100                              | 20         | <b>60</b>                      | <b>Section 28</b>     | 10 A4 Pages      |
|          | <b>Total Marks (Quality)</b>                               | <b>100</b>                       |            |                                |                       |                  |

Tenderers are required to set out in the Tender Response Document (TRD) their response to the question addressing all requirements set out in Award Criterion 1.

**Page Count Limit:** A page limit, specified in the above Table 6, applies to responses to the Qualitative Award Criterion. Where a maximum page count is specified and the Tenderer's response exceeds this limit, the Contracting Authority will only read and evaluate the Tenderer's response up to the specified maximum page count. Any content in excess of the page count limit will not be read or evaluated. This includes any appendices, links or embedded files.

## Cost Award Criterion

**Table 7: Qualitative Award Criterion (all-inclusive price) – Applies to All Lots**

| Award Criteria            | Maximum Weighted Marks Available | Minimum Weighted Marks Required to Pass |
|---------------------------|----------------------------------|-----------------------------------------|
| Ultimate Cost             | 900                              | N/A                                     |
| <b>Total Marks (Cost)</b> | <b>900</b>                       |                                         |

### How Ultimate Cost is calculated

As explained in Section 1.3 above, Tenderers must submit prices for each and every item listed in FCL035F Appendix 2 – Pricing Schedule for the relevant Lot.

Prices must be inserted in the spaces provided in FCL035F Appendix 2 – Pricing Schedule in accordance with the instructions in the corresponding “Appendix 2: Pricing Schedule” of the RFT. Prices inserted must be all-inclusive including but not limited to shipping, packaging, delivery/collection, ancillary costs and all other costs/expenses, be expressed in Euro and be exclusive of VAT.

### Blank Pricing Cells

Where pricing is required for an item, the pricing cell must contain a value.

A blank pricing cell may be treated as an omission. The Contracting Authority reserves the right to seek clarification, treat the Tender as non-compliant, or take any other action permitted under the RFT.

### Zero-Value Pricing (€0.00)

Where a Tenderer inserts a price of €0.00 for an item, that item shall be deemed to be offered free of charge for the duration of the Framework Agreement and any resulting Services Contract.

The Tenderer whose total Ultimate Cost (all-inclusive price) (as specified in FCL035F Appendix 2 – Pricing Schedule) is the lowest for the Lot in question will be awarded the maximum marks available (900) 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:

$$\frac{\text{Maximum number of marks available (900)} \times \text{Lowest Ultimate Cost}}{\text{Ultimate Cost under Evaluation}}$$

The following provides an example of the application of the above formula:

If the Lowest Ultimate Cost is €100,000 and if an Ultimate Cost under evaluation is €200,000, the “Tenderer’s Marks for Ultimate Cost” will be calculated as follows:

$$\frac{900 \times 100,000}{200,000} = 450 \text{ marks}$$

### **How Final Scores will be calculated**

The total score awarded for a Tenderer will be the cumulative total of marks received for the Qualitative Award Criterion and the Cost Award criterion to arrive at a total mark for the Tenderer on the Lot out of a maximum of 1,000 marks.

This means that in respect of Lot 2 where there are a maximum of 20 Tenderers that will be appointed to this Lot, the 20 most highest-ranking tenders in terms of quality and price will be appointed to this Lot.

### **Tie Break Rule**

In the event that a situation arises whereby there is a final space remaining on a Lot, and two or more Tenderers obtain the same total marks, the following tie-break rule will be adopted:

The Tenderer who has been awarded the highest marks for the ultimate cost will be deemed to be the Most Economically Advantageous Tender ("MEAT").

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

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

**3.3.3** Tenderers should take note that, where a Services Contract is awarded by way of Mini-Competition, the Contracting Authority will require the Framework Member to whom it has decided to award the Services Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) above. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) above, then the Contracting Authority may proceed to offer the Services Contract to the next highest-ranked Tenderer.

## **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 lowest ranking preferred bidder in respect of each award criterion assessed by the Contracting Authority.

### 3.6 RETURN OF SIGNED FRAMEWORK AGREEMENT(S)

- 3.6.1 The Contractor(s) must sign and return the Framework Agreement(s) 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 Agreement returned by the Contractor(s) is not binding on the Contracting Authority until the Contracting Authority has signed the Framework Agreement in accordance with paragraph 2.1.2 above.
- 3.6.2 Where the signed Framework Agreement has not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to offer a Framework Agreement to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

## Appendix 1: Requirements and Specifications

---

Tenderers must address each of the issues and requirements in this part of the RFT and submit a detailed description in each case which demonstrates how these issues and requirements will be dealt with / met and their approach to the proposed delivery of the Services. A mere affirmative statement by the Tenderer that it can / will do so or a reiteration of the tender requirements is NOT sufficient in this regard.

### **SECTION 1 – OVERVIEW OF THE FRAMEWORK AGREEMENT**

#### **Introduction:**

This Framework Agreement will replace 2 Central Procurement Arrangements that are scheduled to expire in February 2027:

- FCL027D – Dynamic Purchasing System (DPS) for the Provision and Management of Laundry and Hire of Linen, Curtains, Workwear and Dust Mat Services to the Health Sector (including Department of Defence Military Hospitals), and
- FCL028D – Dynamic Purchasing System (DPS) for the Provision and Management of Laundry and Hire of Linen, Curtains, Workwear and Dust Mat Services to the Public Sector (Excluding the Health Sector including Department of Defence Military Hospitals).

The Contracting Authority invites Tenders from providers (economic operators) with the required capacity and experience who wish to participate in the Framework for the Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services to the Irish Public Sector (including the Health Sector, which includes Department of Defence Military Hospitals).

#### **What are Miscellaneous Items:**

For Lot 1 – Health Sector, “Miscellaneous Items” mean textile and textile-related products that do not fall within the categories of Linen, Workwear, Curtains, Scrub Suits, Patient/Resident Laundry or Dust Mats, including but not limited to mops, laundry bags, bed pads, slings, blood pressure cuffs, mortuary drapes, altar cloths, altar pieces and similar items that may require any combination of hire, processing, collection and/or delivery services.

For Lot 2 – Public Sector, “Miscellaneous Items” means textile and textile-related products that do not fall within the categories of Linen, Workwear, Curtains or Dust Mats, including but not limited to mop heads, roller towels, waterproof suits, sleeping bags, flags, chair covers, throws, altar cloths, altar pieces and similar items that may require any combination of hire, processing collection and/or delivery services.

#### **Note:**

Any references to any statute, statutory provision or any other legislation shall be deemed to include any statute, statutory provision or any other legislation 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 Framework Agreement) 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.

## **1. Aims and Objectives**

This Framework Agreement has been designed to provide a stable, pre-qualified supplier panel while maintaining competition through Mini Competitions over the Framework term.

A major objective of this Framework Agreement 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 Framework Members shall support Framework Clients, where requested, in implementing sustainability and RBC initiatives.

Other aims and objectives include:

- Establishing a cost effective and efficient service for the Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services to the Irish Public Sector (including the Health Sector, which includes Department of Defence Military Hospitals) that is attractive to both Public Sector Bodies (PSBs) and Service Providers and complies with current legislation;
- Supporting PSBs in procuring value for money services;
- Maintaining continuity of supply for mission-critical Linen and Laundry services;
- Supporting ongoing competition throughout the Framework term;
- Supporting client self-serve and simplified procurement processes;
- Promoting sustainable practices and circularity, encouraging the use of recycled materials and the inclusion of an end-of-life management plan;
- Adopting innovative practices, technologies and new legislation that may improve efficiencies, effectiveness and contribute to the development of environmentally friendly solutions;
- Support the European Commission (EC) published European Strategy for Plastics in a Circular Economy (January 2018) and associated measures, in particular, those that reduce unnecessary plastic packaging; maximise the reuse and recycling of plastic packaging waste and promote the use of recycled packaging;
- Supporting the implementation of the following:
  - Green Public Procurement (GPP) – Circular 17/2025
  - Sectoral Target 6 as per “Buying Greener: Green Public Procurement Strategy and Action Plan 2024 – 2027”
  - Climate Action Plan 2025 (CAP25)
  - Directive (EU) 2025/1892 of the European Parliament and of the Council of 10 September 2025 amending Directive 2008/98/EC on waste
- Monitor performance of the successful Framework Members on a regular basis.

## **2. Environmental, Sustainability and Regulatory Compliance**

## **2.1 General Compliance Obligations**

Framework Members shall comply with all applicable European and Irish legislation, national policy and industry standards relevant to the Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services for the duration of the Framework Agreement and any call-off contracts resulting from Mini Competitions.

This shall include, but not be limited to:

- **EN 14065: 2016 (RABC)** – Textiles biocontamination control systems for healthcare laundry (Applicable to Lot 1 – Health Sector only)
- **Circular Economy and Miscellaneous Provisions Act 2022**
- **European Union (Packaging) Regulations 2014 (SI No. 282 of 2014), as amended**
- **Directive (EU) 2025/1892** and its transposition into Irish law
- **National Policy Statement and Roadmap on Circular Textiles (2026 – 2028)**
- **EPA’s “Buying Greener: Green Public Procurement Strategy and Action Plan, 2024 – 2027** (including Sectoral Targets)
- **Department of Public Expenditure, Infrastructure, Public Service Reform and Digitalisation Circulars 05/2023 – ‘Initiatives to Assist SMEs in Public Procurement’ and 17/2025 – ‘Updated Green Public Procurement Instructions for Public Sector Bodies’.**

Framework Members shall ensure that all services are delivered in full compliance with current and future legislative and policy requirements.

## **2.2 Circular Economy and Textile Sustainability**

Framework Members shall support the transition to a circular textile economy, in line with national and EU policy objectives.

Accordingly, Framework Members shall:

- Provide textiles that are durable, repairable and designed for extended lifecycle use
- Support reuse, repair and recycling of textile products throughout their lifecycle
- Reduce waste generation and resource consumption, including water, energy and chemicals
- Ensure responsible and ethical sourcing, including supply chain transparency and modern day slavery risk mitigation

In accordance with Sectoral Target 6 of “Buying Greener”, Framework Members shall ensure that polyester fibre textile products supplied under any linen rental or linen rental and laundry service provided under this Framework meet with the requirements of this Target, namely:

*“By 2027, polyester fibre products procured by public sector bodies under new contract arrangements must be manufactured using a minimum recycled content of 20%, where possible and proportionate.”*

Framework Members are responsible for providing evidence of same and Public Service Bodies who award contracts under this Framework following a Mini Competition will require the necessary assurances from Framework Members.

Framework Members shall:

- Incorporate recycled polyester content in applicable textile products in line with this target, unless demonstrably not technically feasible or proportionate;
- Provide supporting evidence and reporting on recycled content levels;
- Support Framework Clients in meeting applicable Green Public Procurement (GPP) targets.

### ***2.3 Extended Producer Responsibility (EPR) and Waste Management***

Framework Members shall comply with all applicable Extended Producer Responsibility (EPR) obligations relevant to textiles and textile products throughout the term of the Framework Agreement and any resulting Services Contracts.

Framework Members shall maintain appropriate records and provide supporting information reasonably requested by the Contracting Authority or Framework Clients in relation to such obligations.

### ***2.4. Textile Asset Management and Maintenance***

Framework Members shall implement a Textile Asset Management Plan designed to extend textile lifespan and reduce environmental impact, including:

- Repair and maintenance services
- Monitoring of textile lifecycle performance

### ***2.5 Take-Back, Reuse and Recycling Systems***

Framework Members shall implement a textile take-back system to support reuse and recycling, including:

- Collection and segregation processes
- Staff guidance and training
- Post-collection sorting to maximise recovery value
- Identification of end markets for recovered textiles

### ***2.6 Environmental Management and Resource Efficiency***

Framework Members shall minimise environmental impact across all operations, including:

- Energy, water and chemical use
- Transport and logistics efficiency
- Packaging reduction and reuse

### ***2.7 Monitoring, Reporting and Continuous Improvement***

Where applicable to the Services being delivered, Framework Members shall be capable of reporting on:

- Textile reuse activity
- Textile recycling activity
- Textile disposal volumes
- Take-back scheme activity
- Use of recycled content materials
- Other circular economy measures relevant to the Services

The format and frequency of reporting may be specified by the Contracting Authority and / or Framework Clients during the Framework term or at Mini Competition stage.

### **2.8 Future Regulatory Developments**

Framework Members shall monitor and respond to evolving environmental legislation, including implementation of textile EPR schemes, and ensure ongoing compliance without disruption to service delivery.

### **3. Sub-Contractors**

Where a Tenderer is relying on the capacity of subcontractors for the purposes of fulfilling any of the Selection Criteria in Part 3.2 above: (i) each sub-contractor must complete and submit a separate eESPD and (ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such sub-contractor will place the necessary resources at the disposal of the Prime Contractor.

Sub-contractors nominated and relied upon by the Tenderer in their tender submission to the Framework Agreement may not be changed throughout the Term of the Framework Agreement without the prior written consent of the Contracting Authority. The Tenderer must set out the rationale for the proposed change in sub-contractor. The responsibility will be on the Tenderer to demonstrate to the satisfaction of the Contracting Authority, including by way of submitting updated documentary evidence as set out in Section 3.2 of the Framework Agreement that by changing sub-contractor, the Tenderer continues to fulfil the compliance and selection requirements specified in Part 3 of the RFT.

Where a Tenderer is not relying on the capacity of a sub-contractor to fulfil the Selection Criteria in Section 3.2 of Part 3 of the RFT, but intends to rely on sub-contractors to deliver a share of the Contract, the Tenderer must **insofar as is known** identify such sub-contractor(s) in their eESPD, which is submitted as part of their tender response. Only where such sub-contractors are unknown at the time of submission of their tender response and will instead be known or determined at a later stage such as at Mini Competition stage, the Tenderer must instead identify such sub-contractors when they become known, for example, upon submission of a tender response at Mini Competition stage.

The Tenderer and sub-contractors shall have the use of sufficient appropriate resources to satisfy the delivery of Services to meet the requirements of all Framework Clients for the duration of any Contract awarded under the Framework Agreement.

### **4. Framework Clients**

Paragraph 1.4 of Part 1 of this RFT lists the entities that are Framework Clients. The Contracting Authority reserves the right at any time during the Term of the Framework Agreement to increase or decrease the list of eligible Framework Clients subject to its obligations at law.

## 5. Lots

This Framework Agreement is broken down into two (2) Lots as follows:

| Lot Number | Lot Description                                                                                                                                                                                                                                                                                  |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains and Miscellaneous Items to the Health Sector, including Department of Defence Military Hospitals. Ancillary Dust Mats may be included where they form part of a wider healthcare laundry requirement |
| 2          | All 26 Counties – Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services to the Public Sector                                                                                                                                      |

Health Sector in this instance includes the Health Service Executive (HSE), HSE Acute Hospitals, HSE Community Healthcare Organisations (CHOs), Section 38 / 39 organisations and any other organisations deemed to be appropriate by the HSE, including Department of Defence Military Hospitals.

Public Sector in this instance includes Central Government, Local Authorities, Education, Defence and wider Public Sector Bodies.

Lot 1 will operate as a national multi-supplier lot for the Health Sector. The principal purpose of this Lot is the procurement of healthcare Linen and Laundry services delivered by EN14065 RABC accredited providers. Ancillary Dust Mat requirements may be included where they form part of a wider healthcare laundry requirement. Framework Members responding to Lot 1 must be capable of providing all service categories that form part of this Lot.

Lot 2 will operate as a multi-supplier lot for the Public Sector. Health Sector clients requiring a standalone Dust Mat services may utilise Lot 2 to conduct a Mini Competition for those services. Specialist Dust Mat providers may be admitted to this Lot. Framework Members appointed to Lot 1 and Lot 2 may also compete for such requirements where they offer Dust Mat services.

Lot 2 is intended to facilitate participation by national, regional and multi-regional service providers. Tenderers are not required to demonstrate an ability to provide services on a nationwide basis in order to be considered for admission to this Lot. Providers who do not offer all the required services and specialist providers, including those that deal only with Dust Mats, curtains, etc. will also be permitted to join assuming that they can meet the relevant qualification criteria for entry onto the Lot.

Appointment to Lot 2 does not require nationwide service capability. Suppliers may participate based on the services and geographic areas they have declared the ability to service.

Tenderers responding to both Lots will need to complete the Section of the TRD Part A in respect of the services they provide and their geographic coverage.

In respect of Mini Competitions, all Framework Members for the relevant Lot will be invited to submit a tender response to the competition. However, only those Framework Members that are capable of delivering the required services within the geographic area(s) specified by the Framework Client should submit a tender response.

To clarify this further:

A Tenderer may apply for Lot 2 in respect of one or more service categories and may specify the geographic area(s) in which it can provide services.

For example:

- Tenderer A provides Dust Mat Services only and can provide services in Counties Cork, Kerry and Limerick.
- Tenderer A may apply to be appointed to Lot 2 for Dust Mat Services only.
- If appointed to the Framework, Tenderer A will be invited to all Mini Competitions but should only respond to Mini Competitions relating to Dust Mat Services within its declared geographic coverage area.
- Tenderer A will not be required to tender for Linen, Workwear, Curtains or other service categories unless it has elected to do so.

In future Mini Competitions, for both Lots, the Framework Client may choose to procure services on a national, multi-regional, regional, local or site-specific basis. Requirements may be structured into one or more Lots. The Framework Client reserves the right to determine the composition of Lots and to limit the number of Lots awarded to any Framework Member.

## **6. Premises, Vehicles and Pest Control**

Framework Members shall ensure that all premises, vehicles, equipment and storage facilities used in the delivery of the Services are maintained in a clean, safe and hygienic condition at all times.

Framework Members shall implement and maintain an effective pest prevention and pest control programme covering all facilities and vehicles involved in the provision of the Services.

Evidence of pest control arrangements, inspections, treatments and corrective actions shall be maintained and made available to the Contracting Authority upon request.

Any actual or suspected pest infestation, contamination event or hygiene failure that may impact the Services shall be notified immediately to the Contracting Authority together with details of the corrective measures implemented.

## **7. Overview of how the Tender Process will operate**

The OGP invites providers of Laundry and Hire of Linen, Workwear, Curtains and Dust Mat Services who wish to participate in the Framework Agreement to respond to the relevant Lots in this RFT.

The OGP has elected not to impose restrictions on the number of lots that suppliers may tender for or be appointed to. Instead, competition will be maintained through multi-supplier lots and ongoing Mini Competitions throughout the Framework term.

As there is no restriction on the number of Framework Agreement Lots a Tenderer may tender for or be appointed to, Tenderers may (1) submit a Tender response for appointment to any one or both Framework Agreement Lots, and (2) if successful may be appointed to all Framework Agreement Lots they are successful in tendering for.

There is a single Tender Response Document (TRD) for all Lots, which must be submitted as part of your tender response. Tenderers must complete the relevant Sections of TRD Part A Quality for each Lot that they are tendering for.

There is a separate Appendix 2 – Pricing Schedule for each Lot and Tenderers must complete and submit the Pricing Schedule in respect of each Lot that they are tendering for. In addition, Tenderers must also submit all documents required in response to this RFT.

Tenderers will be successful and appointed to a Framework Agreement Lot if they submit a compliant Tender, fulfil the Selection Criteria in paragraph 3.2 of Part 3 of the RFT, meet the minimum marks in paragraph 3.3 of this RFT of Part 3 of the RFT, and are among the highest ranked Tenderers (in accordance with paragraph 1.4 of Part 1 of the RFT) based on an evaluation of the Tenderer's tender response against the award criteria in paragraph 3.3 of Part 3 of the RFT for the relevant Lot they tendered for.

Tenderers will be required to enter into the Framework Agreement at Appendix 5 to this RFT with the Contracting Authority for each Framework Agreement Lot they have been appointed to and are referred to as framework members once appointed to the Framework ("Framework Members").

A Successful Framework Member that enters into the Services Contract following a Mini Competition is referred to as the "Contractor".

## **8. Award of Service Contracts under each Lot**

It is anticipated that following the establishment of a Multi Supplier Framework for each Lot the Contracting Authority and / or Framework Clients shall invite Framework Members appointed to the respective Lot to participate in future competitive processes ("Mini Competition") in each Lot.

The Framework Member's pricing submitted in the Pricing Schedule for appointment to the Framework Agreement will form the Framework Member's maximum or ceiling pricing for that Lot for the Term of the Framework Agreement ("Ceiling Pricing"). The Ceiling Pricing may be increased or decreased during the Term of the Framework Agreement only by the indexation rate as set out at paragraph 2.10.6 of Part 2 of the RFT. Therefore, the Ceiling Pricing (as may be increased or decreased by indexation only) may not be exceeded by Framework Members in Mini Competitions run under the Framework Agreement Lot but may be reduced in the Mini Competitions.

Future Mini Competitions will be conducted in accordance with the provisions of the Framework Agreement (as set out in Appendix 5 of this RFT) and the Supplementary Request for Tenders, as defined at Clauses 5 and 6 of the Framework Agreement (“SRFT”). The most economically advantageous Framework Member for each of the Lots shall be determined in the relevant Mini Competition for each Lot by application of the award criteria in clause 6 of the Framework Agreement. A successful Framework Member will be identified and shall be required to enter into the Services Contract at Appendix 6 of the RFT in order to deliver the Services Contract and is then referred to as the “Contractor”.

Once awarded the Services Contract, prices tendered in response to the Mini Competition may be increased or decreased only on the first anniversary of the Effective Date of the Services Contract (as defined in the Services Contract) and on subsequent anniversaries of the Effective Date thereafter, and then only by the terms as set out in Section 2.10.6.

Please note that the Contracting Authority and / or Framework Clients shall be under no obligation to purchase any minimum value of Services under any Framework Agreement.

The Contracting Authority is actively seeking to support and enable EU and Government Policies, which themselves aim to encourage opportunities for SME participation in public procurement.

#### **9. Framework Award – Minimum Numbers**

The Contracting Authority intends to appoint a minimum of two (2) suitably qualified Tenderers to Lot 1. The Contracting Authority also intends to appoint a minimum of four (4) and a maximum of twenty (20) suitably qualified Tenderers to Lot 2. Tenderers should note that the establishment of each Lot is contingent upon the receipt of a sufficient number of compliant and suitable tenders capable of supporting effective competition, continuity of supply and value for money throughout the term of the Framework Agreement.

Where fewer than two (2) compliant and suitable tenders are received for a Lot, or where fewer than two (2) Tenderers satisfy the minimum requirements of this RFT, the Contracting Authority reserves the right not to establish or award that Lot.

The Contracting Authority may, at its sole discretion and subject to its obligations at law, take such action as it considers appropriate in respect of the affected Lot, including but not limited to the cancellation of the procurement process for that Lot and the commencement of a new procurement procedure.

#### **10. Potential Award Criteria for Mini Competitions**

Framework Clients shall specify their own requirements and Award Criteria in future Mini Competitions conducted under the Framework Agreement.

Mini Competitions will be conducted in accordance with the provisions of this RFT, the Framework Agreement (as set out in Appendix 5 of this RFT) and the Supplementary Request for Tenders as defined at Section 5 of the Framework Agreement ("SRFT").

Mini Competitions may be conducted by (i) the Contracting Authority on behalf of one or more Framework Clients, or (ii) one or more of the relevant Framework Clients in co-operation with the Contracting Authority and will set out:

- Detailed service requirements
- Lot-specific needs
- Award Criteria
- Pricing Schedules
- Any additional technical or operational requirements

The award criteria for Mini Competitions shall be:

- **Option 1:** Most Economically Advantageous Tender in terms of Quality and Cost.
- **Option 2:** Most Economically Advantageous Tender in terms of Total Cost.

**Option 1: Most Economically Advantageous Tender in terms of Quality and Cost ratio.**

| Cost Criteria              | Range of Weightings |
|----------------------------|---------------------|
| Total Overall Cost         | 50% - 90%           |
| Total Qualitative Criteria | 10% - 50%           |

| Award Criteria                                  | Sub-Criteria                                                                                     | Weightings (Range)                                                                |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Mobilisation and Implementation of the Contract | The exact Client specification and nature of the service will be detailed in the subsequent SRFT | Please note sub-criteria weighting will be defined within the above range at SRFT |
| Environmental Considerations                    | The exact Client specification and nature of the service will be detailed in the subsequent SRFT | Please note sub-criteria weighting will be defined within the above range at SRFT |

**Option 2: Most Economically Advantageous Tender in terms of Total Cost.**

| Cost Criteria      | Range of Weightings |
|--------------------|---------------------|
| Total Overall Cost | 100%                |

## 11. Duration of Mini Competitions

The Framework Agreement shall have a duration of four (4) years commencing from the Framework Commencement Date ("Effective Date").

The award of a place on the Framework Agreement does not guarantee any level of business. Contracts for the Provision and Management of Linen and Laundry services shall be awarded by Contracting Authorities through Mini Competition procedures conducted under the Framework Agreement.

While the Framework Agreement shall expire four (4) years after its commencement, a Contracting Authority may, where specified in the relevant Mini Competition SRFT documents, award a call-off contract with a term extending beyond the expiry date of the Framework Agreement.

Tenderers should note that the duration of contracts resulting from Mini Competitions may vary depending on the requirements of the Contracting Authority. The maximum duration of any call-off contract may be up to five (5) years, including any extension options. This duration will be at the discretion of the relevant Contracting Authority.

Any Contract resulting from a Mini Competition that is awarded prior to the expiry of the Framework Agreement shall remain valid and continue in force for the duration specified in the Contract, notwithstanding the expiry or termination of the Framework Agreement.

## **12. Contracts to be awarded under the Framework Agreement**

The Contracting Authority estimates that the aggregate expenditure value of Contracts to be awarded under the Framework Agreement across all lots may amount to some €30,000,000 annually. This figure is an estimate based on current and future expected usage.

## **13. Price Review Mechanism**

Tenderers should note that the Price Review Mechanism set out at Section 2.10.6 has been determined having regard to the nature of the Services and the principal cost drivers associated with their delivery, as identified through market engagement.

In this regard, the Contracting Authority recognises that reliance on the Consumer Price Index (CPI) did not fully reflect cost movements within the Linen and Laundry Services sector.

Accordingly, a blended indexation model has been adopted, linking permissible price adjustments to the following indices published by the Central Statistics Office (CSO):

- 50% Labour Cost Index
- 30% Wholesale Price Index – All Energy Fuels
- 20% Wholesale Price Index – Manufacturing Industries

This methodology reflects the principal cost drivers identified by providers while maintaining a transparent, objective and independently verifiable mechanism for contract price adjustment.

Tenderers are required to submit their pricing on the basis that this mechanism is fixed and will apply strictly in accordance with its terms for the duration of the Framework Agreement and any call-off contracts. No alternative basis for price review or indexation shall be considered.

Any request for a price adjustment shall be submitted in writing by Framework Members not less than fourteen (14) calendar days prior to the relevant review date. Any such request shall be accompanied by documentary evidence supporting the proposed adjustment, including details of the applicable Labour Cost Index (LCI), Wholesale Price Index – All Energy Fuels and Wholesale Price Index – Manufacturing Industries values published by the Central Statistics Office (CSO) together with a written explanation demonstrating the impact of such movements on Framework Members's cost base. The Contracting Authority reserves the right to request additional supporting information reasonably required to validate the application. Failure to provide satisfactory supporting evidence may result in the rejection of the requested price adjustment.

Framework Members shall bear the responsibility for demonstrating the accuracy of the proposed adjustment. No price adjustment shall take effect unless and until it has been reviewed and approved in writing by the Contracting Authority.

#### **14. Use of Subcontracted Processing Facilities**

Framework Members shall not utilise an alternative or subcontracted processing facility for the laundering of Framework Client textiles without prior written approval from the Framework Client.

Any approved alternative facility shall meet the same standards, certifications, quality controls and regulatory requirements as those declared in Framework Members's tender submission.

## **SECTION 2 – REQUIREMENTS AND SPECIFICATIONS**

### **General Instructions**

Sections 1 – 27 set out the requirements and specifications for this RFT.

Section 28 sets out the qualitative award criterion for award of a Framework Contract for all Lots.

Responses to Section 28 shall be completed in TRD Part A Quality only, available for download on [www.etenders.gov.ie](http://www.etenders.gov.ie) using the response boxes provided. Any information not set out in the relevant response section under the award criterion will not be evaluated. This includes any appendices submitted.

Unless expressly stated otherwise, the provisions of Section 2: General Requirements apply to all Lots.

The specifications provided in this Appendix are general minimum specifications only which represent the typical nature and requirements which may arise for the provision and management of Laundry, Hire of Linen, Workwear, Curtains and Dust Mat Hire Services under the Framework Agreement. Where a Mini Competition is used, the term, precise scope and requirements of any individual Services Contract will be set out in the Supplementary Request for Tender, in accordance with Section 5 of the Framework Agreement.

The service specifications listed below reflect all Public Sector Bodies, including the Health Sector. The Framework Clients reserve the right to amend any aspect of these specifications during the lifetime of the Services Contract to suit their on-going requirements.

The Laundry, Linen, Workwear, Curtains, Dust Mat and Miscellaneous Items to be hired by the Framework Clients must at a minimum meet and / or exceed the specification as listed in the Appendix 2 – Pricing Schedule. Samples of products may be sought at Mini Competition stage and may be trialled in an operational environment. Samples of products forwarded during the Mini Competition tender process must be examples of the minimum product quality standards to be expected during the lifetime of the contract, and the Framework Clients may refuse delivery of any item that does not match these minimum standards. Hence any proposed change of product by Tenderers from the items approved and contracted for hire must be communicated to the participating Framework Clients and the Office of Government Procurement (OGP) within a reasonable period of time (minimum 30 days) prior to the proposed change, complete with appropriate documentation and /or samples, and may not be implemented by the Tenderers without express consent from Framework Clients and the OGP.

While the Laundry, Linen, Workwear, Curtains, Dust Mats and Miscellaneous Items as listed in the Appendix 2 – Pricing Schedule are a reflection of the main specification requirements, Framework Clients may at different times require a variation of these main items, for examples in terms of colour of towels, or requirement of round neck scrub-suit tops. Should this occur, these variations must be made available to the clients on request at the same price and with no diminution of quality of the

items as the main contracted items and must be delivered packaged separately from the main contracted items.

**Context:**

Providers of Laundry, Linen Hire, Workwear, Curtains and Dust Mat Hire Services must have the capability and capacity to provide their Services to all Public Sector Bodies in the Republic of Ireland in an efficient, flexible, consistent, reliable and sustainable manner. If required, Tenderers must have the capability and capacity to provide a multi-site service to each of the participating Framework Clients.

**1. Scope of the Services:**

***Lot 1 Health Sector***

Dependent on the operational needs and / or the profile of each client, these Services may include, but are not limited to:

- Laundry and / or rental and delivery / collection of:
  - Linen Services.
  - Curtains Services.
  - Workwear Services.
  - Dust Mat Services.
  - Miscellaneous Items.
- Laundry and delivery / collection of Patient / Resident Clothing
- Laundry of client owned Linen, Curtains, Workwear, Dust Mat Services and Miscellaneous Items.
- In House Fully Managed Service of Laundry, Linen, Workwear, Curtains and Dust Mat Services.

*Note: Services above may be drop and collect or a fully managed service.*

*Note: Clients may require laundry only of items or may require rental only of items with no laundry service.*

***Lot 2 Public Sector***

Dependent on the operational needs and / or the profile of each client, these Services may include, but are not limited to:

- Laundry and / or rental and delivery / collection of:
  - Linen Services.
  - Curtains Services.
  - Workwear Services.
  - Dust Mat Services.
  - Miscellaneous Items.
- Laundry of client owned Linen, Curtains, Workwear, Dust Mat Services and Miscellaneous Items.

*Note: Services above may be drop and collect or a fully managed service.*

*Note: Clients may require laundry only of items or may require rental only of items with no laundry service.*

For the avoidance of doubt, accommodation-related linen services required by Universities, Technological Universities and other Third Level Education Institutions, including the operation of student residences, conference accommodation and visitor accommodation shall be deemed to fall within the scope of this Framework Agreement.

## **2. Outside of the Scope of the Services (All Lots):**

- Purchasing of Linen.
- Purchasing of Curtains.
- Purchasing of Workwear.
- Purchasing of Patient / Resident Clothing (in respect of Lot 1).
- Purchasing of Dust Mats.
- Purchasing of Miscellaneous Items, i.e., any items that do not fall within any of the previous categories.

## **3. Fitness for Use:**

The Linen, Workwear, Curtains, Dust Mats and Miscellaneous Items to be supplied must be delivered fit-for-use in Framework Client's sites, e.g. visibly clean, free of stains, free of tears, rips or holes, pleasant to touch, fresh smelling and correctly dried and / or ironed. Particular attention must be given to the finishing process of all linen so that they are suitably soft for skin contact. All new stock of linen being introduced into the linen pool must be laundered at least once before first delivery to the Framework Client.

The Framework Clients reserve the right to reject any linen item, pack or batch that is found not to be fit-for-use in their environment. In this event, Framework Members must have a process for immediate replacement of these items free of charge, and procedures for investigating the cause of the complaint, ensuring non-reoccurrence of the issue, and reporting back the findings to the Framework Client and the OGP.

All linen must be wrapped in breathable recyclable material and free of condensation. The material must be resistant enough to withstand the handling of the packs, and adequately protect the linen items contained within. The packaging must be clearly labelled at a minimum with the item type and quantity contained within. The packs must hold quantities of items as may be specified by the Framework Clients, but in no case can they exceed the manual handling recommendations of the Framework Client. Each pack must contain the items as they are required by the Framework Clients and there cannot be a mix of items with the same pack (for example, only same colour and size of items can be contained in a pack).

## **4. Legislative requirements:**

Framework Members must comply with all legislative requirements in order to ensure the safety of the service being supplied.

This includes, but may not be limited to the following, as amended or updated:

1. Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulation (EC) 1907/2006.
2. The Classification, Labelling and Packaging (CLP) Regulation (No. 1272/2008/EC) - Classification, Labelling and Packaging of Substances and Mixtures.
3. S.I 625/2001 European Communities (Authorisation, Placing on the Market, Use and Control of Biocidal Products) Regulations 2001.
4. Directive 76/769/EEC, as amended, restricts the marketing and use of certain dangerous substances and preparations, including those impregnated in textiles.

*\*The EC Regulations on Detergents (various) regulates the labelling of detergents and restricts the use of harmful surfactants.*

5. Detergents Regulation (No. 648/2004) - Manufacturing, Sale and Use of Detergents, as amended by Regulation No. 259/2012.
6. Biocidal Products Regulation (No.528/2012) – Marketing and Use of Biocidal Products – transcribed as S.I. 427 / 2013.
7. Safety, Health and Welfare at Work (Chemical Agents) Regulations 2001 and the Safety, Health and Welfare at Work (Chemical Agents) (Amendment) Regulation 2015.
8. Safety, Health and Welfare at Work Act, 2005
9. European Communities Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment Regulations 2011 and its amendments.
10. European Agreement Concerning the International Carriage of Dangerous Goods by Road 2013 - Carriage of dangerous goods by road including the related packing, loading, filling and unloading of the dangerous goods.
11. The Chemicals Act 2008 and 2010.
12. Regulation (EC) No. 1223/2009 on cosmetic products, as amended (the Cosmetics Regulation) and amended S.I. 440 of 2013 European Union (cosmetic products Regulation 2013).
13. S.I. No. 88/2009 - European Communities (Plastics and Other Materials) (Contact With Food) (Amendment) Regulations 2009
14. European Union (Plastics and other materials) (Contact with food) Regulations 2017 (S.I. No. 49 of 2017) as amended under S.I. No. 257 of 2018.
15. European Union (Packaging) Regulations 2014 (S.I 282 of 2014) set requirements for packaging including its separation and discovery.
16. European Communities (Environmental Liability) Regulations 2008 (SI 547 2008 of 2004/35/CE)
17. Organisation of Working Time Act 1997
18. All other codes of practice and legislation, which specifically apply to Laundry Services, including those referenced throughout this RFT document.
19. All other health & safety legislation, which specifically applies to Laundry Services.

## **5. Personnel:**

### **5.1 Personnel Competence and Conduct**

Framework Members shall ensure that all Personnel engaged in the provision of the Services are suitably qualified, competent, experienced and trained to perform their assigned duties.

Framework Members shall ensure that Personnel act in a professional, courteous and responsible manner in the performance of the Services and comply with all applicable laws, regulations and industry standards relevant to the Services.

Framework Members shall ensure that Personnel are familiar with and adhere to the Framework Member's policies and procedures relevant to the provision of the Services.

### ***5.2 Confidentiality and Data Protection***

Framework Members and their Personnel shall regard as confidential and shall not disclose to any person, other than a person authorised by the relevant Framework Client or as otherwise required by law, any information obtained in connection with the provision of the Services.

For Health Sector Clients under Lot 1, confidential information may include, but is not limited to:

- information relating to patients, service users or residents;
- information concerning a patient's medical condition, treatment or care;
- information relating to Framework Client staff; and
- operational, clinical or administrative information obtained in the course of providing the Services.

For all Lots, Framework Members shall ensure that all confidential information relating to a Framework Client, its staff, service users, operations and facilities is protected from unauthorised access, use or disclosure.

Framework Members shall ensure that appropriate confidentiality agreements are in place for all Personnel engaged in the provision of the Services and that Personnel are aware of and comply with their confidentiality and data protection obligations at all times.

Upon request, Framework Members shall provide evidence to the relevant Framework Client or the Contracting Authority that such confidentiality arrangements are in place.

### ***5.3 Personnel Screening and Vetting***

Framework Members shall maintain and operate appropriate personnel screening and vetting procedures for Personnel engaged in the provision of the Services.

Such procedures shall be proportionate to the nature of the Services being provided and shall comply with all applicable legal and regulatory requirements.

Framework Members shall maintain records demonstrating compliance with their personnel screening and vetting procedures and shall make such records available to Framework Clients or the Contracting Authority upon request, subject to applicable data protection requirements.

### ***5.4 Mobile Devices, Cameras and Recording Equipment***

Framework Members shall maintain and implement policies governing the appropriate use of mobile phones, smartphones, cameras, recording devices and other equipment capable of capturing, storing or transmitting images, audio, video or data.

Framework Members shall ensure that Personnel are aware of and comply with such policies while carrying out the Services.

Unauthorised photography, recording or transmission of information obtained in connection with the provision of the Services shall be prohibited.

### ***5.5 Training, Health & Safety and Infection Prevention***

Framework Members shall ensure that Personnel receive appropriate induction, training and refresher training relevant to their duties and responsibilities in the provision of the Services.

Such training shall include, where applicable:

- health and safety;
- infection prevention and control;
- safe handling, segregation and transportation of linen;
- confidentiality and data protection;
- incident reporting procedures; and
- any other training necessary for the safe and effective delivery of the Services.

Framework Members shall ensure that Personnel comply with all applicable health and safety legislation and relevant public health, infection prevention and control requirements relating to the provision of the Services.

Framework Members shall maintain appropriate training records and shall make such records available to Framework Clients or the Contracting Authority upon reasonable request.

Framework Clients reserve the right to specify additional personnel requirements, including but not limited to Garda vetting, security screening, identification, access control, induction and other site-specific requirements as part of the Mini Competition process where such requirements are appropriate and necessary to the operational environment and nature of the Services.

## **6. Equipment:**

Framework Members must be capable of supplying suitable equipment required for service delivery including trolleys, storage systems, laundry bags and associated equipment. Framework Client's specific requirements will be outlined at Mini Competition stage.

## **7. Deliveries:**

Framework Members shall be capable of providing collection and delivery services within specified timeframes (24-48 hours), including emergency, urgent and out-of-hours services where required. Framework Client's specific requirements will be outlined at Mini Competition stage.

#### **7.1 Short-Term Including Summer Accommodation Services (e.g., Universities, etc.)**

Framework Members shall be capable of providing Linen and Laundry Services to student accommodation, conference accommodation, visitor accommodation and other short-term accommodation facilities operated by Framework Clients.

Such Services may include the rental, laundering, collection and delivery of linen and related textile products. Detailed operational requirements, service levels, stockholding arrangements, delivery frequencies and any seasonal demand requirements shall be specified by the Framework Client at Mini Competition stage.

#### **8. Patients'/Resident' Personal Clothing (Applicable to Lot 1 – Health Sector only):**

Framework Members shall be capable of providing laundry services for patient and resident personal clothing where required by a Framework Client.

Such services may include the collection, laundering, tracking, labelling, storage and return of patient or resident clothing and associated textile items.

The detailed service requirements, including any requirements relating to identification systems, asset tracking, labelling, service frequencies, performance standards and reporting arrangements, shall be specified by the Framework Client at Mini Competition stage.

#### **9. Dust Mat Hire:**

Where a Framework Member has specified in their TRD Part A that they can provide Dust Mat services, the Framework Member must be capable of supplying Framework Clients with all of their Dust Mats requirements, including Client-owned and logoed mats.

The Dust Mats to be supplied on a hire basis must be delivered fit for use in high footfall Framework Clients' sites and must be clean, free of stains, free of odours, and free of tears. Because of health and safety issues, under no circumstances should a damaged Dust Mat (e.g. with a tear, rip or hole etc.) be placed in a Framework Client's site.

The Framework Member must have the capacity to launder Dust Mats and supply them in a timely manner, from receipt of dirty mats to delivery and placement of clean mats into the clients' sites, to ensure constant, adequate supply of items coming in from the clients' sites, taking into account planned and unplanned increase in demands due to such events as holiday periods, bank holidays, emergency situations, outbreaks, adverse weather conditions etc.

The Framework Members's processes for laundering, storing and transporting Dust Mats, and the facilities, plant and equipment used for these processes must be such as to ensure the prevention of microbiological contamination, cross-contamination and re-contamination. Hence clean and dirty Dust Mats must be segregated at all times. The Framework Member must ensure that all their facilities, as well as the laundering and transportation plant and equipment are always kept clean and maintained to optimum working conditions.

#### **10. Service Capacity & Capability:**

Framework Members shall possess and maintain throughout the term of the Framework Agreement the capacity, capability, resources and operational infrastructure necessary to deliver the Services covered by the Lot(s) to which they are appointed.

Framework Members shall be capable of providing Services to Framework Clients and shall ensure that sufficient processing, transport, storage, personnel and management resources are available to support service delivery requirements.

Framework Members shall maintain sufficient operational resilience to accommodate fluctuations in demand, including seasonal variations, planned increases in activity and unforeseen events that may impact service volumes.

Framework Members shall have appropriate arrangements in place to support continuity of service delivery and shall be capable of scaling service provision where reasonably required by Framework Clients.

Framework Members shall, upon request, provide evidence of their operational capacity, infrastructure, resource availability and service capability relevant to the Services being procured.

The specific service requirements, service levels, volumes, stockholding requirements, response times and capacity requirements applicable to an individual Service Contract shall be determined by the Framework Client and specified at Mini Competition stage.

##### **10.1 Capacity Monitoring and Reporting**

Framework Members shall maintain visibility of available operational capacity relevant to the Services covered by the Framework.

Upon reasonable request by the Contracting Authority, Framework Members shall provide information regarding available processing capacity, fleet capacity, staffing resources and any material operational constraints that may affect their ability to deliver Services or participate in Mini Competitions.

Framework Members shall notify the Contracting Authority without undue delay where any material reduction in operational capacity may affect service delivery under existing Service Contracts.

## **11. Continuity of Supply:**

Framework Members shall maintain appropriate business continuity and resilience arrangements throughout the term of the Framework Agreement to support the uninterrupted delivery of Services. They shall have documented business continuity and disaster recovery plans in place and shall review and update such plans on a regular basis.

Framework Members shall identify and manage risks that may affect service delivery, including but not limited to operational disruptions, utility failures, transport interruptions, workforce shortages, equipment breakdowns and severe weather events. They shall have appropriate contingency measures in place to minimise the impact of any service disruption and to restore normal service delivery within the shortest reasonably practicable timeframe.

Framework Members shall notify the Contracting Authority and/or relevant Framework Client without undue delay of any actual or anticipated event that may materially impact the delivery of Services. Upon request, Framework Members shall provide details of their business continuity and contingency arrangements.

The specific continuity, resilience, stockholding and contingency requirements applicable to an individual Service Contract may be further specified by the Framework Client at Mini Competition stage.

### **11.1 Textile Supply Chain Resilience**

Framework Members shall maintain and periodically review supply chain risk management arrangements covering the sourcing of textile products and other critical inputs used in the delivery of the services.

Such arrangements shall include, where appropriate:

- Identification of critical supply chain dependencies;
- Alternative sourcing arrangements;
- Contingency stockholding measures;
- Supply disruption response procedures;
- Monitoring of risks arising from transportation disruption, geopolitical events, trade restrictions, sanctions or supplier failure.

Framework Members shall, upon request, provide details of the measures implemented to support continuity of supply and supply chain resilience.

## **12. In-House Fully Managed Service (Applicable to Lot 1 – Health Sector only):**

Framework Members shall be capable of providing an In-House Fully Managed Linen and Laundry Service where required by a Framework Client.

Such services may include the on-site management of linen, workwear, curtains, patient/resident clothing and other textile assets, together with associated stock management, distribution, collection and related support services.

Framework Members shall have the capability to mobilise, manage and supervise suitably qualified, trained and competent personnel required for the delivery of such services.

Where an In-House Fully Managed Service is required, the detailed service requirements shall be specified by the Framework Client at Mini Competition stage and may include, but shall not be limited to:

- Scope of on-site services;
- Service delivery locations and operating hours;
- Staffing requirements and resource levels;
- Training and competency requirements;
- Security clearance and vetting requirements;
- Health and safety requirements;
- Performance standards, reporting requirements and KPIs;
- Mobilisation and implementation requirements;
- Transition arrangements; and
- Any site-specific operational requirements.

Framework Members shall comply with all applicable employment legislation and industrial relations obligations arising in connection with the provision of the Services.

Where a Mini Competition involves the transfer of employees from an incumbent service provider, the Framework Client shall provide such information as is available regarding the potential application of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) ("TUPE") or any equivalent or successor legislation. Framework Members shall be responsible for obtaining their own legal, employment and financial advice regarding the application and implications of TUPE and shall satisfy themselves as to any liabilities, obligations and costs associated with any transfer of staff.

The applicability of TUPE, any employee liability information available and any associated staffing requirements shall be set out by the Framework Client within the Mini Competition documentation where relevant.

Assessment of TUPE applicability and compliance obligations are matters solely for the Framework Member / Contractor and neither the Contracting Authority nor the Client accepts liability.

### **13. Sufficient Stock Levels**

Framework Members shall maintain appropriate stock management, asset management and operational control arrangements to support the delivery of the Services throughout the term of the Framework Agreement. They shall have the capability to maintain sufficient stocks of linen, workwear,

curtains, dust mats, laundry bags and other textile assets, together with appropriate operational resources, to support service delivery requirements and minimise the risk of supply interruptions.

Framework Members shall operate systems and procedures to monitor, manage and replenish textile assets and other service-related equipment as necessary to support continuity of service. They shall ensure that textile assets supplied under the Framework are maintained in a condition fit for their intended purpose and shall have procedures for the inspection, repair, maintenance, replacement and withdrawal of assets where appropriate.

Framework Members shall maintain adequate resource planning arrangements, including staffing and operational support mechanisms, to ensure the effective delivery of Services and to support business continuity requirements.

Upon request, Framework Members shall provide evidence of the systems, processes and controls used to manage stock availability, asset replacement, resource planning and service continuity.

The specific stockholding requirements, inventory levels, contingency arrangements, replenishment arrangements and asset management requirements applicable to an individual Service Contract shall be specified by the Framework Client at Mini Competition stage.

Framework Members shall maintain contingency stock levels proportionate to the nature and scale of the Services being delivered.

Contingency stock arrangements shall be designed to minimise disruption arising from unexpected increases in demand, transport interruptions, supply chain disruption, emergency situations or unforeseen operational events.

Framework Members shall maintain stock management arrangements designed to support continuity of service and minimise the risk of stock shortages.

Framework Members shall have procedures in place to monitor stock availability, replenishment requirements, textile replacement activity and contingency stock levels.

Upon request, Framework Members shall provide evidence of such arrangements.

### **13.1 Textile Traceability and Asset Visibility**

Framework Members shall have the capability to provide textile asset traceability through barcode, RFID or equivalent technology where requested by a Framework Client.

Where such solutions are implemented, Framework Members shall be capable of recording and reporting on:

- Textile issue and return transactions;
- Textile utilisation levels;

- Linen loss and replacement rates;
- Movement of textile assets between locations;
- Inventory levels and stock availability.

Framework Members shall make such management information available to the Client through reports or electronic access mechanisms where requested during a Mini Competition.

### **13.2 Linen Loss Management**

Framework Members shall maintain documented procedures for measuring, reporting and investigating linen loss, shrinkage and unexplained stock variances.

Framework Members shall provide regular reports detailing:

- Opening and closing stock balances;
- Linen additions to the pool;
- Linen withdrawals from service;
- Linen losses;
- Replacement activity.

Any material variance shall be investigated jointly with the Framework Client and appropriate corrective actions implemented.

### **13.3 Product Change Control**

No material change control shall be made to any approved linen, workwear, curtain, dust mat or associated textile product without the prior written approval of the relevant Framework Client.

Requests for product changes shall include:

- Technical specifications;
- Product samples where requested;
- Evidence of equivalent or improved performance;
- Environmental credentials;
- Any impact on pricing.

The OGP and the Framework Client reserves the right to reject proposed changes.

## **14. Quality Assurance:**

Framework Members shall operate and maintain appropriate quality management and operational control systems to ensure the consistent delivery of Services in accordance with the requirements of the Framework Agreement and any resulting Service Contracts.

Framework Members shall have documented procedures and controls in place to support:

- The processing, handling, storage and transportation of textiles and other items covered by the Framework;
- The segregation of clean and soiled items, where applicable;
- The maintenance of hygiene, quality and service standards;
- Inspection and quality verification processes;
- Equipment, vehicle and facility maintenance;
- Identification, reporting and resolution of quality issues;
- Corrective and preventative actions; and
- Continuous improvement of service delivery.

Framework Members shall ensure that facilities, equipment, vehicles and operational processes used in the delivery of Services are maintained in a manner that supports the consistent provision of safe, reliable and high-quality services. They shall maintain appropriate records relating to quality assurance activities and shall make such records available to the Contracting Authority and/or Framework Clients upon request.

Where applicable, Framework Members shall comply with any relevant industry standards, certifications and sector-specific requirements associated with the Lot to which they are appointed.

The detailed quality assurance, hygiene, processing, inspection, testing and operational requirements applicable to a particular Service Contract may be further specified by the Framework Client at Mini Competition stage.

#### **15. EN 14065 RABC (Applicable to Lot 1 – Health Sector only):**

Framework Members must hold external and independent accreditation, specifically EN 14065:2016 Risk Analysis and Bio contamination Control (RABC) Systems as applicable to Healthcare Linen and Workwear (and must hold EN 14065:2016 Risk Analysis and Bio contamination Control (RABC) System). Please note that Framework Members that do not hold a valid EN 14065 accreditation should not participate in Mini Competitions (SRFTs) for Lot 1 unless they expect to have obtained the accreditation prior to the tender submission deadline and the Office of Government Procurement and the Health Sector's clients are satisfied with same.

Prior to the award of any Services Contract under Lot 1, the successful Tenderer will be required to provide evidence of a valid EN 14065 accreditation.

Framework Members that cannot provide evidence of a valid EN 14065 accreditation shall not be eligible for the award of a Services Contract under Lot 1.

All linen hired by Clients in the Health Sector must at all times be processed in strict adherence to the BS EN 14065 Textiles Laundry Processed Textiles Bio contamination Control Standard Risk Assessment and Bio contamination Control Systems) RABC System, in order to ensure the prevention of microbiological contamination, cross contamination and re-contamination throughout the complete laundering process and associated logistic processes inclusive of transport, storage etc.

The Framework Member's laundry staff and delivery staff must be fully trained in all relevant aspects of the RABC system, to ensure its correct application.

Framework Members must make available all documentation supporting their quality and RABC System (inclusive of, but not restricted to, Critical Control Point Logs, Incident Logs, Recalls and Rejects Data, Watering Testing Result Data etc.) as well as any independent testing carried out by an outside organisation supporting their bio-contamination control systems.

Framework Members shall immediately notify the Contracting Authority and affected Framework Clients of:

- Any suspension, withdrawal or expiry of EN 14065 accreditation;
- Any significant non-conformance identified during an accreditation audit;
- Any infection control incident that may affect the safety or suitability of textiles processed for Health Sector clients.

Framework Members shall provide details of corrective actions implemented and any measures taken to prevent recurrence.

#### **16. Quality Control:**

Framework Members shall maintain effective quality control systems and procedures throughout the term of the Framework Agreement to ensure the consistent delivery of Services in accordance with the requirements of the Framework Agreement and any resulting Service Contracts. They shall monitor service performance on an ongoing basis and shall implement appropriate measures to identify, investigate and address any actual or potential service failures, quality issues or non-conformances.

Framework Members shall maintain documented procedures for:

- Performance monitoring;
- Incident and non-conformance management;
- Corrective and preventative actions;
- Continuous improvement; and
- Escalation of significant service issues.

Framework Members shall retain records relating to quality control activities and shall make such records available to the Contracting Authority and/or Framework Clients upon request.

The Contracting Authority and Framework Clients reserve the right to monitor performance and conduct reviews, inspections or audits, either directly or through authorised representatives, to verify compliance with the requirements of the Framework Agreement and any resulting Service Contracts. Where material non-conformances or performance issues are identified, the Framework Member may be required to implement an agreed corrective action plan within a specified timeframe.

The detailed performance monitoring arrangements, service levels, KPIs, reporting requirements and any client-specific audit requirements applicable to an individual Service Contract may be specified by the Framework Client at Mini Competition stage.

#### **17. Contingency Provisions:**

Framework Members shall maintain appropriate contingency, resilience and business continuity arrangements to support the continued delivery of Services throughout the term of the Framework Agreement. They shall identify, assess and manage risks that may adversely impact service delivery and shall implement appropriate mitigation measures to minimise the likelihood and impact of disruption.

Contingency arrangements shall be proportionate to the nature and scale of the Services and shall address circumstances that could reasonably affect operational performance, including but not limited to:

- Failure or disruption of operational facilities;
- Utility outages;
- Transport and logistics disruptions;
- Equipment or vehicle failures;
- Workforce shortages;
- Supply chain interruptions; and
- Severe weather events, public health emergencies or other unforeseen incidents.

Framework Members shall have documented procedures for the management of service disruptions and shall take all reasonable steps to maintain service delivery and restore normal operations within the shortest reasonably practicable timeframe. They shall notify the Contracting Authority and/or relevant Framework Client without undue delay of any actual or anticipated event that may materially impact the delivery of Services and shall provide details of the measures being implemented to mitigate such impacts.

Upon request, Framework Members shall provide details of their contingency and business continuity arrangements and demonstrate how such arrangements support resilience and continuity of service delivery.

The specific contingency, resilience, emergency response, stockholding and service continuity requirements applicable to an individual Service Contract may be further specified by the Framework Client at Mini Competition stage.

#### **18. Customer Service / Complaints and Corrective Actions:**

Framework Members must have a formal written procedure for dealing with customer complaints and for managing and reporting incidents as they may occur on Framework Clients' sites, detailing how they are to be processed from notification to resolution. This procedure should include a clear-path communication process, a system for reporting root cause, corrective and preventative actions. It must

also include details regarding the escalation procedure and the identification and contact details of those responsible for each step in the process.

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 Client, within a maximum of ten (10) working days from receipt of a complaint. This procedure must take into account that Framework Members's personnel must be able to handle as far as possible immediately solve any query or complaint made by a Framework Client and then relay it to their Supervisor for investigation.

"Major" complaints are those of such severity that immediate investigation is required, and where a high level of engagement is expected from Framework Members with the Framework Client(s) concerned and until full satisfactory resolution. All "major" complaints must be immediately reported to the OGP and given regular updates until resolution.

All incidents happening on a Framework Client site must be immediately reported to the Client site concerned. Framework Members must be aware that at this point the Framework Client's facilities risk management register or equivalent will be informed and Framework Members must co-operate fully with the Framework Client. Furthermore, a summary of all complaints and all incidents, their investigation, conclusion, resolution and subsequent corrective and / or preventative actions must be forwarded to the Framework Client(s) concerned and then to the OGP to form part of the contract review process.

Framework Members must have a designated number of staff responsible for the complaints and incidents management process, and this person must be a member of the company's Senior Management Team and be ultimately responsible for the effective resolution of all customer complaints.

Framework Members must have in place a process for auditing and measuring their company's overall performance in delivery of the contract. This must include a set of business indicators that are internally reviewed on a regular basis. Framework Members shall carry out regular management reviews with each Client to ensure the successful and continual performance of the contract over its lifetime.

As and when requested by the OGP during the lifetime of the contract, Framework Members must communicate data on all business indicators. They must also submit a sales history report in respect of sales for each Client. This data will be supplied on a pre-defined excel spreadsheet and must include hired items' codes or man-hour codes, item descriptions, unit of measure, volume of hired items and man hours provided vs each client's forecast volumes. Where there is a significant gap between actual volumes provided and expected volumes, Framework Members shall provide reasons to identify causes. These documents must be forwarded to the OGP by email and they will serve as the base of contract reviews.

In addition to the sales history information provided above, Framework Members shall provide additional performance metrics that reflect:

1. Service delivery as reflected by their ability to fulfil Clients' requirements in a timely manner reflective of service.
2. Quality of service across the contract including escalations and customer responsiveness.

Throughout the lifetime of the contract, the Senior Management Team must be available to meet upon request with the Office of Government Procurement (OGP) and Framework Clients it is contracted to, to review the overall performance of Framework Members, and any issue that may have arisen. At these meetings, Framework Members will be expected to update of any upcoming changes in legislation, and any changes and trends in their industry, or any changes in technology, that may affect the delivery of the service.

Framework Members must have procedures in place for endeavouring to identify and return all items found to the clients, especially when these items are deemed valuable. They must also have procedures in place for dealing with calls from the Framework Clients advising providers that such items may have been inadvertently placed in the linen, and for identifying and returning same.

#### **19. Invoicing and Financial Capability:**

Framework Members shall have appropriate invoicing, financial administration and reporting systems in place to support the effective delivery and management of Services provided under the Framework Agreement. They shall ensure that all invoices submitted under any resulting Service Contract are accurate, complete and supported by appropriate records and evidence as required by the relevant Framework Client.

Framework Members shall be capable of providing electronic invoicing and electronic transmission of associated management information where required by the Framework Client. They shall maintain procedures for the management and resolution of invoicing queries, disputes and billing errors and shall cooperate with Framework Clients in resolving any such issues in a timely manner.

Framework Members shall be capable of providing spend, usage, performance and financial management information relating to the Services delivered under individual Service Contracts.

The detailed invoicing arrangements, payment procedures, invoice formats, validation requirements, management information requirements and reporting frequencies applicable to an individual Service Contract shall be specified by the Framework Client at Mini Competition stage.

#### **20. Information Security**

Where Framework Members uses electronic systems, web portals, locker management solutions, RFID systems or other digital technologies in the delivery of the Services required under this Framework Agreement, Framework Members shall implement appropriate technical and organisational security measures to protect confidentiality, integrity and availability of information.

Framework Members shall notify the Framework Client without undue delay of any security breach that may affect service delivery or information relating to the Framework Client.

## **21. Vehicle Hygiene and Maintenance**

Vehicles used in the collection and delivery of linen shall be maintained in a clean, hygienic and roadworthy condition.

Contractors shall maintain documented vehicle inspection, cleaning and maintenance records and shall make such records available upon request.

Clean and soiled linen shall be segregated at all times during transportation.

### **21.1 Transport and Delivery Operations**

The transport and delivery requirements set out in this section support the Irish Green Public Procurement (GPP) Criteria for Road Transport Vehicles and Services. In particular, these requirements align with the GPP criteria relating to air pollutant emissions, low and zero-emission vehicles, traffic information and route optimisation, environmental performance monitoring and climate change mitigation. Framework Members shall minimise, where reasonably practicable, the environmental impact associated with the collection, transportation and delivery activities undertaken in connection with the provision of Services under the Framework.

Framework Members should implement and maintain a Transport Plan designed to minimise the environmental impact of collection and delivery activities undertaken under the Framework. The Transport Plan should include details of:

- Fleet composition and vehicle deployment;
- Vehicle fuel types and emission standards;
- Traffic information and route optimisation measures;
- Load consolidation practices;
- Measures to reduce greenhouse gas emissions;
- Measures to reduce air pollutant emissions; and
- Continuous environmental improvement initiatives relating to transport operations.

Framework Members shall provide details of the vehicles proposed for use under the Framework, including:

- Vehicle type;
- Fuel type;
- Vehicle emission standard;
- Details of any low-emission or zero-emission vehicles deployed in the provision of the Services.

Framework Members shall maintain records demonstrating compliance with the above requirements and shall, upon request by the Contracting Authority and/or Framework Clients, provide information relating to:

- Vehicle types and fuel types in use;
- Vehicle emission standards;
- Deployment of low-emission and zero-emission vehicles;
- Traffic information and route optimisation measures implemented;
- Load consolidation initiatives implemented;
- Transport-related environmental performance improvements achieved.

Framework Members shall report annually, upon request, to the Contracting Authority and/or Framework Clients on environmental improvements implemented in respect of transport and delivery operations undertaken under the Framework. Such reporting shall include details of measures implemented to support climate change mitigation and the reduction of transport-related emissions.

Where replacement vehicles are introduced during the term of the Framework, Framework Members shall endeavour, where reasonably practicable and proportionate, to improve the environmental performance of the fleet through the introduction of vehicles with lower greenhouse gas emissions and reduced air pollutant emissions.

### **21.2 Driver Training and Environmental Performance**

Framework Members shall implement appropriate driver training and awareness programmes designed to improve fuel efficiency, reduce greenhouse gas and air pollutant emissions, minimise vehicle wear and tear, and promote safe and environmentally responsible driving practices.

Framework Members shall ensure that Personnel involved in transport and delivery operations receive induction and refresher training, as appropriate, on transport-related environmental performance, route optimisation, efficient vehicle operation and sustainable driving practices.

Framework Members shall maintain records of such training and shall make such records available to the Contracting Authority and/or Framework Clients upon reasonable request.

Framework Members should, where reasonably practicable, utilise vehicle telematics, driver performance monitoring systems or equivalent measures to support continuous improvement in transport efficiency and environmental performance.

The Contracting Authority and/or Framework Clients may request information relating to driver training, environmental transport initiatives and transport performance improvements as part of Framework management, sustainability reporting, audit activities or annual supplier reviews.

## **22. Contract Management and Governance:**

### **22.1 Framework Governance**

Framework Members shall cooperate fully with the Contracting Authority in the management and governance of the Framework Agreement throughout its term. This shall include participation in Framework management activities, supplier engagement initiatives, performance reviews, audits, compliance assessments and other governance activities reasonably requested by the Contracting Authority.

Framework Members shall engage constructively with the Contracting Authority to support the effective operation, continuous improvement and long-term sustainability of the Framework.

### **22.2 Compliance and Accreditation**

Framework Members shall maintain throughout the term of the Framework Agreement all certifications, accreditations, policies, procedures and approvals required to satisfy the requirements of this Framework Agreement and any applicable legislation.

Framework Members shall notify the Contracting Authority without undue delay of:

- Any suspension, expiry, withdrawal or material change affecting a certification, accreditation or approval relied upon for admission to the Framework;
- Any significant non-conformance identified through external audit or regulatory inspection;
- Any serious regulatory enforcement action, prosecution or finding of professional misconduct relevant to the Services;
- Any material change to ownership, operational capability or organisational structure that may affect their ability to deliver Services under the Framework.

Framework Members shall provide evidence of continued compliance upon request by the Contracting Authority.

### **22.3 Reporting and Management Information**

Framework Members shall provide management information, reports and supporting documentation reasonably required by the Contracting Authority for the purposes of Framework management, performance monitoring, audit, compliance verification and benefits realisation.

This may include information relating to:

- Framework participation;
- Sustainability and environmental performance;
- Responsible Business Conduct (RBC);
- Supply chain transparency and resilience;
- Accreditations and certifications;
- Capacity and capability;
- Continuous improvement initiatives;
- Other information reasonably required for Framework governance purposes.

Framework Members shall ensure that all information provided is accurate, complete and submitted within the timeframe specified by the Contracting Authority.

#### **22.4 Continuous Improvement and Innovation**

Framework Members shall actively support continuous improvement throughout the term of the Framework Agreement.

Framework Members shall proactively identify and, where appropriate, propose:

- Service improvements;
- Operational efficiencies;
- Environmental sustainability initiatives;
- Circular economy opportunities;
- Supply chain resilience measures;
- Technological innovation;
- Other enhancements that may improve value for money, service quality or Framework performance.

The Contracting Authority reserves the right to engage with Framework Members regarding proposed improvements and emerging market developments during the term of the Framework Agreement.

#### **22.5 Sustainability and Responsible Business Conduct**

Framework Members shall support the achievement of the sustainability, circular economy and Responsible Business Conduct objectives of the Framework.

Framework Members shall:

- Maintain and implement environmental management measures appropriate to the Services;
- Support the reduction of environmental impacts associated with textile processing, transport and service delivery;
- Promote reuse, repair, recycling and resource efficiency;
- Comply with all reporting requirements relating to sustainability, circularity and Responsible Business Conduct;
- Cooperate with audits, reviews and assurance activities undertaken by the Contracting Authority.

#### **22.6 Cooperation with Framework Management Activities**

Framework Members shall cooperate with any reasonable request from the Contracting Authority relating to:

- Framework performance monitoring;
- Supplier engagement activities;
- Market analysis exercises;
- Compliance assessments;

- Audit activities;
- Benefits realisation reviews;
- Investigations relating to Framework operation.

Failure to provide reasonable cooperation or information requested by the Contracting Authority may be considered during Framework performance reviews and may result in corrective actions being required.

### **23. Management Information / Reporting Requirements:**

Framework Members shall have the capability to collect, maintain and provide management information relating to the delivery of Services under the Framework Agreement and any resulting Service Contracts.

They shall provide management information and reports as reasonably required by the Contracting Authority and/or Framework Clients for the purposes of contract management, performance monitoring, service review, expenditure analysis, governance and audit. Reports may include information relating to service usage, volumes, expenditure, performance, sustainability, asset management and other information relevant to the management of the Services.

Framework Members shall, upon request, provide information relating to participation in Mini Competitions conducted under the Framework, including reasons for non-participation where applicable. The information may be used by the Contracting Authority for Framework management, supplier engagement and market health assessments.

Framework Members shall ensure that management information is accurate, complete and provided in a timely manner using a format reasonably specified by the Contracting Authority and/or Framework Client. They shall be capable of providing management information electronically and, where available, through secure online reporting tools or systems.

The detailed reporting requirements, report formats, performance measures, management information fields, reporting frequency and submission arrangements applicable to an individual Service Contract shall be specified by the Framework Client at Mini Competition stage.

### **24. Responsible Business Conduct**

Framework Members will be required to complete and submit a Responsible Business Conduct (RBC) Self Declaration on an annual basis. A copy of this RBC Self Declaration is issued as part of the tender pack and is available to download from [www.etenders.gov.ie](http://www.etenders.gov.ie).

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 at the following link <https://mneguidelines.oecd.org/about.htm>.

The Contracting Authority wishes to advise Tenderers 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 and more sustainable Services and supply chain mapping. It is envisaged that Framework Members(s) will work with Framework Clients in promoting and implementing RBC.

As part of the Climate Action Plan 2025 (CAP25) and giving regard to Circular 17/2025, all Government Departments are seeking to reduce the environmental impact of the goods and services procured. In an effort to promote Environmental Considerations and promote Client awareness of any Environmental Initiatives that Framework Members may have, Framework Members 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. Framework Members must provide details as to how they are assisting Ireland in achieving its carbon objectives, of halving Ireland's greenhouse gas emissions by 2030, and of putting Ireland on course to becoming carbon neutral by 2050.

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:

#### **24.1. Supply Chain**

Framework Members must be in a position to verify, as far as reasonably practicable, that suppliers within their supply chain are not in breach of the exclusionary grounds outlined in the ESPD.

Framework Members must be in a position to verify, 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.

Tenderers 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:

- Updates with regards to risks associated to the supply chains;
- If your organisation is relying on a third-party providers for products, please provide details of the duration and expiry dates for the agreement(s) in place;
- Details of equipment and 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;
- Evidence of compliance with Social / Labour Law accreditations as outlined and self-declared in the FCL035F Appendix 1A Responsible Business Conduct document.

## 24.2 Green Procurement

In line with the Climate Action Plan 2025 and S.I. No. 516 of 2021 – European Union (Single Use Plastics) (No.2) Regulations 2021, the Contracting Authority require an annual review meeting with Framework Members(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;
- 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.

Further, in line with GPP criteria for Textiles, Framework Members must ensure that textile items comply with the following technical criteria:

### Maintenance of textile assets

The service provider, as part of their asset management plan, will extend the useful life of textiles by providing ongoing maintenance and repair services. This will, as a minimum, include *(as relevant to the textiles to be provided)*:

- provision of basic repairs, including repairing seam splits and stitching, the replacement of broken/lost parts and the fixing/replacement of zips and fastenings;
- fabric panel replacement for workwear;
- the retreating and proofing of functional coatings.

### *Proposed verification:*

Tenderers must provide a detailed description of the maintenance services offered and the maintenance facilities that they operate or will subcontract to provide the required services.

### Environmental Impact Addressed

### **Take-back system**

The service provider must operate a take-back system, or put in place formal arrangements with a take-back scheme, for the textiles supplied under the contract, to include the following elements:

- collection systems installed in the contracting authority's own premises to facilitate (where appropriate) the sorting and classification of textiles;
- training and guidance material to ensure that staff of the contracting authority have a clear understanding of how to use the system;
- post-collection sorting activities in order to maximise the value obtained from reuse or recycling.

Tenderers must provide an indication of the likely end markets for the textiles recovered.

### ***Proposed verification:***

Tenderers must provide a description of the proposed system including, where relevant, documentation for post-collection systems they operate, including specifications for sorting lines.

### **Environmental Impact Addressed**

circ-econ:

### **Environmental Management Measures**

Tenderers/Contractor(s) must have written procedures to:

1. Monitor and record the Green House Gas (GHG) and air pollutant emissions of the service. The indicators used must be emissions and energy consumption of the service both in total per year and per kilometre, or another unit that reflects the performance of the service;
2. Implement an emissions reduction plan with measures aimed at reducing GHG and air pollutant emissions;
3. Evaluate the deployment of the emissions reduction plan – the indicators which will be measured and frequency of reporting must be stated;
4. Implement the necessary actions to correct any deviations from the plan, and prevent recurrences.

Upon request from the Contracting Authority or the Framework Client, the Tenderers/Contractor(s) must provide the following:

1. The procedure for monitoring and recording GHG and air pollutant emissions;
2. The emissions reduction plan;
3. The evaluation procedure to ensure implementation of the emissions reduction plan;
4. The correction procedure to correct the deviations found in the evaluation, and to prevent recurrences.

Please note that the environmental management systems certified against ISO 14001 or EMAS will be deemed to comply if they cover the environmental objective of reducing GHG and air pollutant emissions of the service fleet. In this case, the Tenderers/Contractor(s) must provide the environmental policy showing the commitment to achieve this objective, together with the certificate issued by the certification body.

### **24.3 Social Considerations**

Contractor(s) should work with Framework Clients to promote the benefits of the goods available on this Framework contract. This may involve education awareness for staff.

Framework Members shall supply the OGP and Client with an annual RBC / Social Considerations report each year prior to the Framework anniversary date. 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.

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

## **25. Mobilisation and Implementation**

Framework Members shall be capable of mobilising and implementing Services in a structured, controlled and efficient manner following the award of a Service Contract under this Framework Agreement. They shall have appropriate mobilisation methodologies, resources and governance arrangements in place to support the commencement of Services and to facilitate a smooth transition from an incumbent provider where applicable.

Framework Members shall work collaboratively with the Framework Client to support service commencement, minimise disruption and ensure continuity of service throughout any implementation or transition period.

Where required, Framework Members shall participate in implementation planning activities and provide suitably experienced personnel to manage mobilisation and transition arrangements.

The detailed mobilisation and implementation requirements for an individual Service Contract, including project plans, implementation timetables, resource requirements, transition arrangements, service commencement dates, stakeholder engagement requirements, performance measures and reporting arrangements, shall be specified by the Framework Client at Mini Competition stage.

## **26. KPI Framework and Performance Management**

## ***Introduction***

The Contracting Authority shall operate a Framework-level Key Performance Indicator ("KPI") Framework to support the effective management, governance and continuous improvement of the Framework Agreement throughout its term.

The Framework KPI Framework is designed to monitor the ongoing suitability, capability, compliance, engagement and performance of Framework Members and to support the achievement of the Framework's strategic objectives.

For the avoidance of doubt, these Framework-level KPIs are distinct from any service delivery, operational or contract-specific KPIs which may be established by Framework Clients at Mini Competition stage.

Framework Members are required to submit KPI performance reports annually, or more frequently where reasonably requested by the Contracting Authority. These will be reviewed as part of the annual Framework performance reviews.

Framework Clients may establish additional KPIs, service levels and performance measures within individual Mini Competitions and resulting Service Contracts, as appropriate to their specific requirements.

## ***Objectives***

The Framework KPI Framework is intended to support:

- Effective supplier participation and engagement throughout the Framework term;
- Strong Framework governance and compliance;
- Maintenance of supplier capability, capacity and resilience;
- Continuous improvement and innovation;
- Delivery of sustainability and circular economy objectives;
- Responsible Business Conduct (RBC) and supply chain transparency;
- Ongoing competition and market health; and
- Effective Framework administration and contract management.

## ***KPI Categories***

Framework-level KPIs may be measured across the following categories:

### **1. Supplier Participation and Engagement**

Including, but not limited to:

- Participation in Mini Competitions;
- Attendance at Framework governance meetings;
- General engagement with Framework management activities;
- Submission of compliant and complete tender responses.

### **2. Framework Compliance and Governance**

Including, but not limited to:

- Maintenance of required certifications and accreditations;
- Submission of Framework reports and management information;
- Closure of audit findings and corrective actions;
- Compliance with Framework requirements.

### **3. Continuous Improvement and Innovation**

Including, but not limited to:

- Continuous improvement initiatives;
- Innovation proposals;
- Service enhancement opportunities;
- Adoption of new technologies or industry best practices.

### **4. Sustainability and Circular Economy**

Including, but not limited to:

- Sustainable procurement practices;
- Resource efficiency initiatives;
- Waste reduction and textile circularity initiatives;
- Environmental improvement measures.

### **5. Responsible Business Conduct**

Including, but not limited to:

- Submission of annual RBC Self-Declarations;
- Supply chain transparency and traceability;
- Ethical sourcing practices;
- Human rights and modern slavery compliance.

### **6. Framework Management and Market Health**

Including, but not limited to:

- Ongoing supplier compliance;
- Active participation in Framework opportunities;
- Supplier resilience and capability;
- Framework Client feedback regarding supplier engagement.

### ***Monitoring and Assessment***

Framework KPI performance may be monitored through a combination of:

- Supplier reports and self-declarations;
- Framework review meetings;
- Contracting Authority audits and compliance assessments;
- Framework Client feedback;
- Annual supplier reviews; and
- Supporting evidence provided by Framework Members.

The Contracting Authority reserves the right to amend or refine KPI measurements during the term of the Framework where necessary to support effective Framework management, provided that any such changes are proportionate and applied consistently.

Framework Members shall participate in Framework performance reviews and shall provide KPI-related reports and supporting documentation at such intervals as may reasonably be required by the Contracting Authority.

Framework KPI performance may form part of annual supplier review meetings and ongoing Framework governance activities.

### ***Performance Management***

Where a Framework Member fails to achieve KPI targets or otherwise demonstrates performance concerns, the Contracting Authority may implement appropriate performance management measures having regard to the nature, frequency and severity of the issue.

Such measures may include:

- Informal engagement and performance discussions;
- Formal review meetings;
- Requests for additional information;
- Corrective action plans;
- Enhanced monitoring arrangements;
- Additional reporting requirements;
- Escalation through Framework governance arrangements; and
- Any other measures available to the Contracting Authority under the Framework Agreement.

Persistent, material or unremedied non-compliance may be considered by the Contracting Authority when assessing whether further contractual performance management measures are warranted under the Framework Agreement.

## **1. Supplier Participation and Engagement**

| KPI                            | Measure                                                       | Target                                                               | Consequence of Breach                                                                      |
|--------------------------------|---------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Mini Competition response rate | % of relevant Mini Comps responded to by the Framework Member | ≥75%<br>(relevant to Lot 2 Suppliers declared service categories and | Supplier engagement review; corrective action plan may be required for persistent breaches |

|                           |                                                                       |                      |                                                                                           |
|---------------------------|-----------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------|
|                           |                                                                       | geographic coverage) |                                                                                           |
| Framework Engagement      | Attendance at Framework Meetings, review sessions                     | 100%                 | Formal engagement meeting and improvement actions where attendance remains unsatisfactory |
| Bid Submission Compliance | % of Mini Comp submissions that are fully compliant with requirements | ≥98%                 | Target supplier supports                                                                  |

## 2. Framework Compliance and Governance

| KPI                            | Measure                                                    | Target | Consequence of Breach                              |
|--------------------------------|------------------------------------------------------------|--------|----------------------------------------------------|
| Certification Maintenance      | Maintenance of mandatory certifications and accreditations | 100%   | Potential suspension or removal from Framework     |
| Framework Reporting Compliance | Submission of required reports within agreed timescales    | 100%   | Escalation and corrective action plan              |
| Audit Action Closure           | % of audit findings closed within agreed timeframe         | ≥95%   | Enhanced monitoring and mandatory improvement plan |

## 3. Continuous Improvement and Innovation

| KPI                                 | Measure                                                               | Target             | Consequence of Breach                            |
|-------------------------------------|-----------------------------------------------------------------------|--------------------|--------------------------------------------------|
| Improvement initiatives implemented | Delivery of agreed continuous improvement actions                     | Min. one per annum | Improvement plan required and performance review |
| Innovation Submissions              | Submission of innovation, efficiency or service enhancement proposals | Min. one per annum | Discussion at annual supplier review meeting     |

## 4. Sustainability and Circular Economy

| KPI                                   | Measure                                                                   | Target                                                   | Consequence of Breach                                            |
|---------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------|
| Sustainable Procurement               | Proportion of key supply chain spend covered by sustainability standards  | ≥ 90% compliance                                         | Requirement to submit sustainability improvement plan            |
| Environmental Improvement Achievement | Demonstrated reduction in resource consumption and/or emissions           | Year-on-year improvement target of 2–5% where applicable | Supplier required to identify and implement improvement measures |
| Circular Economy Initiatives          | Implementation of textile reuse, recycling or waste reduction initiatives | Min. one initiative per annum                            | Performance review during annual contract meeting                |

## 5. Responsible Business Conduct

| KPI                       | Measure                                                | Target          | Consequence of Breach                              |
|---------------------------|--------------------------------------------------------|-----------------|----------------------------------------------------|
| Annual Reporting          | Submission of Annual RBC Self-Declaration              | 100%            | Enhanced monitoring and supplier engagement review |
| Ethical Compliance        | Evidence of modern slavery and human rights compliance | 100% compliance | Immediate escalation; potential contract breach    |
| Supply Chain Traceability | % key suppliers mapped and disclosed                   | ≥95%            | Improvement plan                                   |
| Audit Compliance          | Number of major RBC audit failures                     | 0               | Potential contract breach → termination pathway    |

## 6. Framework Management and Market Health

| KPI                               | Measure                                          | Target                              | Consequence of Breach                                                       |
|-----------------------------------|--------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------|
| Supplier Retention and Compliance | Continued compliance with Framework requirements | Maintain full compliance throughout | Escalation process which may result in suspension or removal from Framework |

|                              |                                                                                                          |                                                 |                                                                     |
|------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------|
|                              | throughout Framework term                                                                                | Framework term                                  |                                                                     |
| Competition Level Support    | Participation in maintaining a competitive Framework marketplace                                         | Consistent engagement in relevant opportunities | Strategic supplier review if persistent disengagement is identified |
| Framework Satisfaction Score | Feedback received from Contracting Authorities regarding supplier engagement and Framework participation | Average satisfaction score $\geq 80\%$          | Supplier improvement plan and performance review meeting            |

### **Mini Competition KPIs**

The operational performance requirements applicable to individual Service Contracts shall be defined by Framework Clients at Mini Competition stage.

Such KPIs may include, but shall not be limited to:

- Service delivery performance;
- Delivery and collection requirements;
- Turnaround times;
- Customer service requirements;
- Stock availability;
- Infection prevention and control measures;
- Financial and invoicing performance;
- Sustainability performance;
- Risk, resilience and business continuity measures; and
- Any other service-specific performance requirements relevant to the Services being procured.

### **27. Responses to Qualitative Award Criterion**

Responses to the Qualitative Award Criterion in Section 28 shall be evaluated in accordance with the award criteria set out in Section 3.3 of this RFT. Tender responses must be completed in the Tender Response Document, available separately for download on [www.etenders.gov.ie](http://www.etenders.gov.ie).

Any information not set out in the TRD Part A Quality in the relevant response section will not be evaluated.

**Page Count Limit:** A page limit, specified in Table 6 of this RFT and on the Qualitative Award Criterion below, applies to the response to the Qualitative Award Criterion.

Where a maximum page count is specified and the Tenderer's response exceeds this limit, the Contracting Authority will only read and evaluate the Tenderer's response up to the specified maximum page count. Any content in excess of the page count limit will not be read or evaluated. This includes any appendices, attachments, links and embedded files.

Minimum font size is 11.

## **28. Sustainability and Responsible Business Conduct Management (100 Marks)**

Tenderers are required to demonstrate how Environmental Sustainability and Responsible Business Conduct ("RBC") are embedded within their organisation and how these areas are actively managed, monitored and continuously improved.

Responses should clearly describe the policies, procedures, initiatives and governance arrangements that are in place to support sustainable and responsible business operations and should include evidence, examples and measurable outcomes, where available.

Tenderers should address the following areas:

### ***Environmental Sustainability***

Tenderers are required to demonstrate the measures implemented within their organisation and supply chain to minimise environmental impacts associated with the processing, transportation, delivery and lifecycle management of Linen and Laundry services.

Responses should address:

- Environmental management systems, policies, targets and improvement programmes;
- Measures to reduce energy consumption, water consumption, greenhouse gas emissions and waste generation;
- Suitable transport and logistics initiatives, including route optimisation, low-emission vehicles and measures to reduce transport-related emissions;
- Supply chain sustainability management, including monitoring of suppliers and subcontractors (if applicable);
- Environmental innovations or initiatives that have delivered measurable improvements;
- Monitoring and reporting mechanisms used to track environmental performance;
- Planned sustainability improvements relevant to the Framework term.

### ***Responsible Business Conduct***

Tenderers should demonstrate how they identify, assess and manage ethical, social and responsible sourcing risks within their supply chain.

Responses should address:

- Supply chain mapping and traceability;
- Human rights due diligence arrangements;

- Modern slavery risk mitigation measures;
- Responsible sourcing policies;
- Supplier monitoring and engagement arrangements;
- Governance and reporting structures supporting Responsible Business Conduct.

***Continuous Improvement***

- How environmental sustainability and Responsible Business Conduct objectives are reviewed, monitored and improved over time;
- Examples of recent improvements, initiatives or achievements;
- How future improvements will be identified and implemented during the Framework term.

## Appendix 2: Pricing Schedule

---

### Instructions on Completing the Pricing Schedule

A separate **Appendix 2 – Pricing Schedule** is provided for each Lot.

Tenderers must complete and submit the Pricing Schedule applicable to each Lot for which they are tendering. Tenderers submitting a Tender for both Lots must complete and submit both Pricing Schedules.

### 1. Ceiling Pricing

The pricing submitted in the Pricing Schedule at Framework establishment stage shall constitute the Tenderer's **maximum or ceiling pricing** for the duration of the Framework Agreement ("Ceiling Prices").

All Services Contracts awarded under the Framework Agreement will be awarded following Mini Competitions. At Mini Competition stage, Framework Members may submit prices that are equal to or lower than their approved Ceiling Prices but may not submit prices above their approved Ceiling Prices, except where permitted under the Price Review Mechanism set out at Section 2.10.6 in this RFT.

For the avoidance of doubt:

- Ceiling Prices are not contract prices.
- Appointment to the Framework Agreement does not guarantee any level of business.
- Framework Members will compete for business at Mini Competition stage.
- Prices submitted in Mini Competitions may match or be lower than the applicable Ceiling Prices but may not exceed them, subject only to any approved price adjustment in accordance with the RFT.

### Example 3 – Application of Ceiling Prices

A Framework Member is appointed with a Ceiling Price of €10.00 per item:

At Mini Competition stage, the Framework Member may subsequently submit:

- €10.00 per item; or
- any lower price.

The Framework Member may not submit:

- €10.01 per item; or
- any higher amount.

## **2. General Requirements Applicable to All Pricing Schedules**

Tenderers must:

1. Complete all yellow input cells relevant to their Tender submission.
2. Insert pricing only in cells intended for completion.
3. Not amend the structure or formulas of the Pricing Schedule.
4. Not complete any cell that has been deliberately blacked out or otherwise identified as not applicable.
5. Complete all applicable VAT fields associated with the pricing being submitted.

### **Blank Pricing Cells**

Where pricing is required for an item, the pricing cell must contain a value.

A blank pricing cell may be treated as an omission. The Contracting Authority reserves the right to seek clarification, treat the Tender as non-compliant, or take any other action permitted under the RFT.

### **Zero-Value Pricing (€0.00)**

Where a Tenderer inserts a price of €0.00 for an item, that item shall be deemed to be offered free of charge for the duration of the Framework Agreement and any resulting Services Contract.

Items priced at €0.00 shall not be eligible for any upward price adjustment under the Price Review Mechanism.

## **3. Completion of the Lot 1 Pricing Schedule**

Tenderers submitting a Tender for Lot 1 must complete all applicable sections of the Lot 1 Pricing Schedule.

### **Tab A – TENDERER'S DETAILS**

Complete all yellow cells.

### **Tab B – COST DRIVERS – Price Breakup**

Insert the percentage allocation applicable to each cost driver.

Additional rows may be added if required.

### **Tab C – TOTAL Overall COST**

No input is required.

### **Tab D – ENTER Your PRICING**

Complete the Tenderer's Registered Name in Cell C11.

Tenderers must provide a Ceiling Price for every item listed in the Pricing Schedule using the applicable pricing columns:

- Processing Only (Column G)
- Rental Only (Column I)
- Rental and Processing (Column K)

Tenderers must provide pricing for all items listed under:

- Linen
- Workwear
- Curtains
- Scrub Suits
- Miscellaneous Items
- Patient/Resident Laundry
- Dust Mats

In the case of Patient/Resident Laundry, where a column or cell has been deliberately blacked out, no entry is required and no value should be inserted.

Failure to provide pricing for a required item may result in the Tender being deemed non-compliant.

#### **4. Completion of the Lot 2 Pricing Schedule**

Tenderers submitting a Tender for Lot 2 are only required to provide pricing for those service categories they have declared in the Tender Response Document (FCL035F – TRD Part A Quality) as being capable of providing.

The available service categories are:

- Linen
- Workwear
- Curtains
- Miscellaneous Items
- Dust Mats

Framework Members appointed to Lot 2 will only be eligible to participate in Mini Competitions relating to:

- the service categories they have declared; and
- the geographic coverage areas they have declared.

**Tab A – TENDERER’S DETAILS**

Complete all yellow cells.

**Tab B – COST DRIVERS – Price Breakup**

Insert the percentage allocation applicable to each cost driver.

Additional rows may be added if required.

**Tab C – TOTAL Overall COST**

No input is required.

**Tab D – ENTER Your PRICING**

Complete the Tenderer's Registered Name in Cell C11.

For each service category that the Tenderer elects to offer, the Tenderer must provide pricing for every item within that category using the applicable pricing columns:

- Processing Only (Column G)
- Rental Only (Column I)
- Rental and Processing (Column K)

Partial pricing of a selected category is not permitted.

For example, a Tenderer electing to provide Linen Services must submit pricing for all Linen items contained within the Pricing Schedule.

Similarly, a Tenderer electing to provide Workwear, Curtains, Miscellaneous Items or Dust Mat Services must submit pricing for all items contained within the relevant category.

Failure to provide pricing for all items within a selected category may result in the Tender being deemed non-compliant in respect of that category.

## Appendix 3: Tenderer's 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 Provision of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services to the Irish Public Sector

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 Agreement and the Services Contract, we hereby declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all of the Terms and Conditions of:
  - a) the RFT;
  - b) the Framework Agreement and agree that, if offered appointment to the framework, we will execute the Framework Agreement at Appendix 5 of the RFT and the Confidentiality Agreement at Appendix 7 of the RFT;
  - c) the Services Contract and agree if awarded any contract pursuant to the Framework Agreement to execute the Services Contract 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 provide the Services in accordance with the RFT, our Tender, the SRFT and our response to SRFT if awarded any Services Contract pursuant to a Framework Agreement.
5. We agree that, if awarded any contract pursuant to a Framework Agreement that 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 Services Contract pursuant to a Framework Agreement, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT and as required by the SRFT.
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 3A: Foreign Subsidies Regulation

---

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, tenders and candidates should note the requirements under Articles 28 and 29 of Regulation (EU) 2022/2560 relating to the prior notification or declaration of a foreign financial contribution, where the estimated value of the public procurement procedure is equal to or greater than the applicable financial thresholds set out therein.

Where the estimated value of the public procurement procedure is equal to or greater than the financial threshold set out at Article 28 of Regulation (EU) 2022/2560, economic operators are required to comply in full with their obligations under both that Regulation and Implementing Regulation (EU) 2023/1441. In that regard, economic operators are required to complete the relevant form of declaration or notification that apply to their particular circumstances.

## Appendix 3A: Schedule A – Declaration of no foreign financial contributions

---

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has **not** been in receipt of any foreign financial contributions]

TO: The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation (the “Contracting Authority”)

RE: Request for Tenders for the Supply of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services to the Irish Public Sector

We hereby declare that none of the notifying parties has been in receipt of any foreign financial contributions within the meaning of Regulation (EU) 2022/2560.

**SIGNED**

**Notifying Party**

**(Authorised Signatory)**

**Print name**

**Address**

**Date**

## Appendix 3A: Schedule B – Declaration that any foreign financial contributions are non-notifiable having regard to the de minimis threshold

---

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions that do not exceed *de minimis* aid as defined in Article 3(2) of Regulation (EU) 1407/2013 (i.e. €200,000) per third country over any consecutive three period]

**Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

**1. Description of the public procurement (Section 1 of Form FS-PP)**

**2. Information about notifying parties (Section 2 of Form FS-PP)**

**3. Declaration (Section 7 of Form FS-PP)**

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

**4. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

## **Appendix 3A: Schedule C – Declaration of non-notifiable foreign financial contributions (valued between €200,000 and €999,000 in the last three years preceding the declaration)**

---

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €200,000 and €999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete Table 2 below and they may aggregate the foreign financial contributions without indicating their values.]

**Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

### **1. Description of the public procurement (Section 1 of Form FS-PP)**

### **2. Information about notifying parties (Section 2 of Form FS-PP)**

### **3. Declaration (Section 7 of Form FS-PP)**

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560

### **4. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

**Table 2**

For reporting of foreign financial contributions which are of a value between €200,000 and €999,000 in the last three (3) years preceding the declaration

| Third Country | Brief Description of the financial contributions |
|---------------|--------------------------------------------------|
| Country A     |                                                  |
| Country B     |                                                  |
| Country C     |                                                  |
| Country D     |                                                  |

## **Appendix 3A: Schedule D – Declaration of non-notifiable foreign financial contributions (valued between €1,000,000 and €3,999,000 in the last three years preceding the declaration)**

---

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of foreign financial contributions which are valued between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration. Notifying parties are required to complete the table below. They must list all foreign financial contributions received, to include all non-notifiable foreign contributions received in the last three (3) years preceding the declaration.]

**Form FS-PP relating to the notification of financial contributions in the context of public procurement procedures pursuant to Regulation (EU) 2022/2560**

### **1. Description of the public procurement (Section 1 of Form FS-PP)**

### **2. Information about notifying parties (Section 2 of Form FS-PP)**

### **3. Declaration (Section 7 of Form FS-PP)**

None of the notifying parties have received foreign financial contributions notifiable under Chapter 4 of Regulation (EU) 2022/2560.

### **4. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

### Table

For reporting of foreign financial contributions which are of a value between €1,000,000 and €3,999,000 in the last three (3) years preceding the declaration, to include all non-notifiable foreign contributions.

| Third Country | Type of Financial Contribution (FC) | Brief Description of the purpose of the FC and the granting entity | Estimated value of the FC |
|---------------|-------------------------------------|--------------------------------------------------------------------|---------------------------|
| Country A     |                                     |                                                                    |                           |
| Country B     |                                     |                                                                    |                           |
| Country C     |                                     |                                                                    |                           |
| Country D     |                                     |                                                                    |                           |

## Appendix 3A: Schedule E – Notification of Foreign Financial Contributions

---

[To be completed by notifying parties where the value of the procurement procedure is equal to or greater than the financial thresholds in Article 28 of Regulation (EU) 2022/2560 and where the notifying party has been in receipt of aggregated foreign financial contributions in the three (3) years prior to notification, valued equal to or greater than €4M per third country].

### **1. Description of the public procurement (Section 1 of Form FS-PP)**

### **2. Information about notifying parties (Section 2 of Form FS-PP)**

### **3. Foreign Financial Contributions – (Section 3 of Form FS-PP)**

**3.1** For the purposes of this section 3.1, the notifying party(ies) should report foreign financial contributions falling into the scope of Article 5(1), points (a), (b), (c) and (e) of Regulation (EU) 2022/2560, which are amongst the most likely to distort the internal market.

**3.1.1.** In order to allow the Commission to determine whether a foreign financial contribution has been granted to an undertaking that was ailing within the meaning of Article 5(1)(a) of Regulation (EU) 2022/2560, notifying parties should indicate whether any of the following conditions were met at any point of time in the three years prior to the notification.

**3.1.1.1.** Is the notifying party a limited liability company, where more than half of its subscribed share capital has disappeared as a result of accumulated losses?

☐ yes ☐ no

**3.1.1.2.** Is the notifying party a company where at least some members have unlimited liability for the debt of the company, and where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses?

☐ yes ☐ no

**3.1.1.3.** Is the notifying party subject to collective insolvency proceedings or does it fulfil the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors?

☐ yes ☐ no

**3.1.1.4.** In the case the notifying party in question is not an SME:

**3.1.1.4.1.** has the notifying party's book debt to equity ratio been greater than 7,5 for the past two years

and

3.1.1.4.2. has the notifying party's EBITDA interest coverage ratio been below 1,0 for the past two years?

☐ yes ☐ no

3.1.1.5. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, please indicate whether during the period in which the undertaking in question was ailing, it received any foreign financial contributions that may have contributed to restore its long-term viability (including any temporary liquidity assistance designed to support that restoration of viability) or to keep that party afloat for the short time needed to work out a restructuring or liquidation plan.

Notifying party(ies) ☐ yes ☐ no

3.1.1.6. If the reply to any of the questions in sections 3.1.1.1 to 3.1.1.4 was 'yes' in relation to any of the notifying parties, indicate if there is a restructuring plan capable of leading to the long-term viability of that party and if this restructuring plan includes a significant own contribution by the notifying party and provide details of that plan.

3.1.1.7. If the reply to any of the questions in points 3.1.1.1 to 3.1.1.4 was 'yes', please substantiate the answer, including references in the answer to the supporting evidence or documents that are to be provided in annexes (such documents may include, but are not limited to, the notifying party's latest profit and loss account statements with balance sheets, or court decision opening collective insolvency proceedings on the company or documents providing evidence that the criteria for being placed under insolvency proceedings at the request of creditors under national company law are met, etc.).

3.1.2. Has the notifying party been in receipt of a foreign financial contribution in the form of an unlimited guarantee for the debts or liabilities of the undertaking, namely without any limitation as to the amount or the duration of such guarantee (Article 5(1)(b)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.3 Has the notifying party been in receipt of an export financing measure that is not in line with the OECD Arrangement on officially supported export credits (Article 5(1)(c)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

3.1.4. Has the notifying party been in receipt of a foreign financial contribution enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e)) of Regulation (EU) 2022/2560.

☐ yes ☐ no

- 3.2.** For each foreign financial contribution equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560, the notifying party must provide the following information and provide supporting documents:
- 3.2.1. Form of the financial contribution (e.g. loan, tax exemption, capital injection, fiscal incentive, contributions in kind, etc.).
  - 3.2.2. Third country granting the financial contribution. Specify also the granting public authority or entity.
  - 3.2.3. Amount of each financial contribution.
  - 3.2.4. Purpose and economic rationale for granting the financial contribution to the party
  - 3.2.5. Whether there are any conditions attached to the financial contributions as well as its use.
  - 3.2.6. Describe the main elements and characteristics of those financial contributions (e.g. interest rates and duration in the case of a loan).
  - 3.2.7. Explain whether the financial contribution confers a benefit within the meaning of Article 3 of Regulation (EU) 2022/2560 to the undertaking to which the foreign financial contribution has been granted. Please explain why, with reference to the supporting documents provided under Section 6 (below).
  - 3.2.8. Explain whether the financial contribution is limited in law or in fact, within the meaning of Article 3 of Regulation (EU) 2022/2560, to certain undertakings or industries. Please explain why, with reference to the supporting documents provided under Section 6 (below).
  - 3.2.9. Explain if the financial contribution is granted only for operating costs exclusively linked with the public procurement at stake.
- 3.3** Having regard to foreign financial contributions not falling within the categories set out in Section 3.1 above, notifying parties are required to provide an overview of the foreign financial contributions equal to or in excess of EUR 1 million granted to the notifying parties in the three years prior to the notification that do not fall into any of the categories of Article 5(1), points (a) to (e) of Regulation (EU) 2022/2560. In that regard, notifying parties are required to complete Table 1 below. Notifying parties should follow the instructions provided at Section 8 (Annex II) of Commission Implementing Regulation (EU) 2023/1441.

**Table 1**

Information to be included in Table 1 below by notifying parties.

- (i) Group the different financial contributions per third country and per type, such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation (EU) 2022/2560), or other.

- (ii) Include only those countries where the estimated aggregate amount of all financial contributions per country granted in the three years prior to the notification (calculated according to point (iv) below is EUR 4 million or more.
- (iii) For each type of financial contribution, provide a brief description of the purpose of the financial contributions and the granting entities.
- (iv) Quantify the estimated aggregate amount of financial contributions granted by each third country in the three years prior to the notification in the form of ranges, as specified in the notes to the Table below. For the calculation of this amount, the following considerations are relevant:
  - (a) Take into account foreign financial contributions falling into the categories of Article 5(1) of Regulation (EU) 2022/2560 and on which information has been provided under Sections 3.1 and 3.2 (above) and;
  - (b) do not take into account foreign financial contributions excluded according to points (v) and (vi) below
- (v) Notifying Parties do not need to include (in the Table below) a description of the following foreign financial contributions:
  - (a) Deferrals of payment of taxes and/or of social security contributions, tax amnesties and tax holidays as well as normal depreciation and loss-carry forward rules that are of general application. If these measures are limited, for example, to certain sectors, regions or (types of) undertakings, they have to be included.
  - (b) Application of tax reliefs for avoidance of double taxation in line with the provisions of bilateral or multilateral agreements for avoidance of double taxation as well as unilateral tax reliefs for avoidance of double taxation applied under national tax legislation to the extent they follow the same logic as the provisions of bilateral or multilateral agreements.
  - (c) Provision/purchase of goods/services (except financial services) at market terms in the ordinary course of business, for example the provision/purchase of goods or services carried out following a competitive, transparent and non-discriminatory tender procedure.
  - (d) Foreign financial contributions below the individual amount of EUR 1 million.
- (vi) The foreign financial contributions that may be relevant for the assessment of each public procurement may depend on a number of factors such as the sectors or activities involved, the type of financial contributions or other specificities of the case. In light of these specificities, the Commission may request additional information where it considers such information necessary for its assessment.

| Third Country | Type of Financial Contribution (FC)* | Brief Description of the purpose of the FC and the granting entity** | Total Estimated value of the FC granted*** |
|---------------|--------------------------------------|----------------------------------------------------------------------|--------------------------------------------|
| Country A     |                                      |                                                                      |                                            |
| Country B     |                                      |                                                                      |                                            |
| Country C     |                                      |                                                                      |                                            |
| Country D     |                                      |                                                                      |                                            |

Note: please provide a separate table for each of the notifying parties. Third countries and, where possible, types of contributions, should be ordered by total amount of foreign financial contribution, from the highest to the lowest.

\* Identify the financial contributions grouping them by type: such as direct grant, loan/financing instrument/repayable advances, tax advantage, guarantee, risk capital instrument, equity intervention, debt write-off, contributions provided for the non-economic activities of an undertaking (see recital 16 of Regulation 2022/2560), or other. (

\*\* General description of the purpose of the financial contributions included in each type and of the granting entity(ies). For instance, 'tax exemption for the production of product A and R & D activities', 'several loans with State-owned banks for purpose X', 'several financing measures with State investment agencies to cover operating expenses/for R & D activities', 'public capital injection in Company X'.

\*\*\* Use the following ranges: 'EUR 45-100 million', 'EUR > 100-500 million', 'EUR > 500-1 000 million', 'more than EUR 1 000 million'

#### **4. Justification for absence of unduly advantageous tender – (Section 4 of Form FS-PP)**

4.1 For any of the foreign financial contributions enabling an undertaking to submit an unduly advantageous tender on the basis of which the undertaking could be awarded the relevant contract (Article 5(1)(e) of Regulation (EU) 2022/2560), are there any elements which can be adduced to demonstrate that the tender is not unduly advantageous directly or indirectly due to the financial contribution(s) received, including the elements referred to in Article 69(2) of Directive 2014/24/EU.

In that regard, notifying parties should detail any elements that in their view may demonstrate that their tender is not unduly advantageous.

4.2 The elements may in particular refer to:

- 4.2.1. The economics of the manufacturing process, of the services provided or of the construction method;
- 4.2.2. The technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- 4.2.3. The originality of the work, supplies or services proposed by the tenderer;
- 4.2.4. Compliance with applicable obligations in the fields of environmental, social and labour law;
- 4.2.5. Compliance with obligations regarding subcontracting.

## **5. Possible Positive Effects - ( Section 5 of Form FS-PP)**

**5.1** If applicable, notifying parties should list and substantiate any possible positive effects on the development of the relevant subsidised economic activity on the internal market. Notifying parties should also list and substantiate any other positive effects of the foreign subsidies, such as broader positive effects in relation to the relevant policy objectives, in particular those of the Union, and specify when and where those effects have or are expected to take place. Notifying parties should provide a description of each of those positive effects.

## **6. Supporting Documentation – (Section 6 of Form FS-PP)**

Notifying parties are required to provide the following for each notifying party:

6.1. Copies of all the supporting official documents relating to the financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560 pursuant to Section 3.1.

6.2. Copies of the following documents prepared by or for or received by any member of the board of management, the board of directors or the supervisory board:

Analyses, reports, studies surveys, presentations and any comparable documents discussing the purpose, use and economic rationale of the foreign financial contributions that may fall into any of the categories of Article 5(1), points (a) to (c) and (e) of Regulation (EU) 2022/2560.

Provide the same documents prepared by or for or received by the entity granting the foreign financial contribution to the extent that they are in your possession or that they are publicly available.

6.3. An indication of the internet address, if any, at which the most recent annual accounts or reports of the notifying party(ies) are available, or if no such internet address exists, copies of the most recent annual accounts and reports.

6.4. Where the notifying party(ies) provide(s) justifications of the absence of an undue advantage of the tender by filling in Section 4 of this form, they also need to provide documentation for the period covering the three years preceding the notification, substantiating the adduced elements. Such documentation may include, inter alia, as relevant: (a) tax declarations for the period under review, including copies of company tax returns and VAT returns, (b) business plans and market research underlying the decision to participate in the public procurement procedure.

**7. Attestation (Section 8 of Form FS-PP)**

The notifying party(ies) confirm(s) that, to the best of their knowledge and belief, the information given in this declaration is true, correct, and complete, that true and complete copies of documents required by this Form FS-PP have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The notifying party(ies) confirm that they are aware of the provisions of Article 33 of Regulation (EU) 2022/2560 concerning fines and periodic penalty payments.

Date:

**[Signatory 1]**

**[Signatory 2]**

Name:

Name:

Organisation:

Organisation:

Position:

Position:

Address:

Address:

Phone Number:

Phone Number:

Email:

Email:

Signed:

Signed:

## Appendix 4: Declaration as to Personal Circumstances of Tenderer

---

Re: Request for Tenders for the Provision and Management of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services to the Irish Public Sector

**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 [Click here and insert name of entity].
  - 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: Framework Agreement

Framework Agreement for the provision of Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services to the Irish Public Sector

**THIS FRAMEWORK AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY OF [MONTH] 20 [YEAR]:**

("the Framework Agreement")

### **BETWEEN:**

The Minister for Public Expenditure, Infrastructure, Public Service Reform and Digitalisation, whose offices are located at [Address] ("the Contracting Authority"); and

[Insert name of Framework Member] whose principal place of business is at [Address] ("the Framework Member")

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

### **WHEREAS:**

1. By Request for Tenders advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [ ] of [ ] and entitled "[ ]" ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications in relation to the RFT issued by the Contracting Authority via the messaging facility on [www.etenders.gov.ie](http://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 Framework Agreement.
2. The Framework Member submitted a response to the RFT dated [insert date of tender] ("the Submission"). References to the Submission shall include any clarifications issued in writing by the Framework Member to the Contracting Authority between [insert date] and [insert date] (the "Submission Clarifications"). The Submission (including the Submission Clarifications) is hereby incorporated by reference into this Framework Agreement.
3. The Framework Member was appointed to the framework as a result of the evaluation of its Submission in accordance with the RFT.

IT IS HEREBY AGREED AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

**"Commencement Date"** means \_\_\_\_\_;

**"Contract"** means a contract which is awarded in accordance with this Framework Agreement

**"Services Contract"** means the template contract attached at Appendix 6 to the RFT;

**"Framework Client"** means any party identified in Part 1, paragraph 1.4 of the RFT who may award Contracts pursuant to this Framework Agreement;

**"Framework Term"** means the period set out in Clause 2.5 of this Framework Agreement;

**"Month"** means a calendar month;

**"Prime Contractor"** has the meaning set out in Part 1, paragraph 2.5 of the RFT;

**"Subcontractor"** has the meaning set out in Part 1, paragraph 2.5 of the RFT;

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

- 1.1 To the extent that any specific provision in a Contract is inconsistent or conflicts with any term or condition of this Framework Agreement, the relevant provision of the Contract shall prevail.
- 1.2 Headings are included for ease of reference only and shall not affect the construction of this Framework Agreement.
- 1.3 Unless the context requires otherwise, words in the singular may include the plural and vice versa.
- 1.4 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.

## **2. APPOINTMENT OF FRAMEWORK MEMBER, SCOPE AND TERM OF THE FRAMEWORK AGREEMENT**

- 2.1 In consideration of payment by the Contracting Authority of the sum of €2.00, the receipt of which is hereby acknowledged by the Framework Member, the Framework Member accepts its appointment under the provisions of this Framework Agreement.
- 2.2 This Framework Agreement does not entitle the Framework Member to be consulted in respect of, or awarded any Contract during the Framework Term. The Framework Client(s) may at its or their sole discretion choose not to enter into any Contract pursuant to this Framework Agreement.
- 2.3 The Contracting Authority does not give any guarantee and/or warrant the actual value of any Services and/or number of Contracts (if any) which may be procured in connection with this Framework Agreement and the Parties acknowledge that the Framework Client(s) are not bound to enter into any Contract or other arrangement with the Framework Member as a result of entering into this Framework Agreement. Without prejudice to the foregoing the Framework Member hereby acknowledges that the Contracting Authority intends (but shall be under no obligation) to promote the Framework Agreement and to encourage use of the Framework Agreement by the Framework Client(s) and the Framework Member may be required to provide reasonable assistance in this respect.
- 2.4 This Framework Agreement does not confer exclusivity on any Framework Member. The Framework Clients may at their sole discretion opt to carry out a separate contract award procedure for contracts falling within the scope of this Framework Agreement. In this event, the Framework Client(s) shall observe all obligations at law and shall not afford any advantage to the Framework Member.
- 2.5 This Framework Agreement shall take effect on the Commencement Date and expire [insert term of Framework] thereafter (“the Framework Term”) unless terminated earlier in accordance with this Framework Agreement.
- 2.6 The Contracting Authority reserves the right, at its discretion and subject to its obligations at law, to extend the Framework Term for a period or periods of up to [insert extension period] with a maximum of [insert No.] of such extensions on the same terms and conditions.
- 2.7 The Contracting Authority would refer the Framework Member 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 its obligation to comply therewith.

## **3. FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS**

- 3.1 The Framework Member hereby agrees and undertakes to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement or as may be notified in writing by the Contracting Authority to the Framework Member from time to time.

## **4. SERVICES CONTRACT**

- 4.1 This Framework Agreement relates to the provision of the Services.

- 4.2 Where the Framework Member is awarded a Contract further to the procedure set out in accordance with clauses 5 and 6, it shall provide the Services to the Framework Client(s) in accordance with the Services Contract. Subject to the provisions of this Framework Agreement and to the satisfaction of any pre-conditions to the award of a Services Contract, the successful Framework Member shall be required to enter into the Services Contract with the Framework Client.

## 5. PROCEDURE FOR AWARD OF CONTRACTS

- 5.1 On each occasion that a Framework Client proposes to award a Contract under this Framework Agreement, the Contracting Authority or the Framework Client shall issue (by electronic means) a Supplementary Request for Tenders ("SRFT") to all Framework Members in accordance with the following procedure (a "Mini-Competition"):
- 5.1.1 The SRFT shall set out:
- the scope and term of the Contract to be awarded;
  - the deadline (date and time) for the receipt of responses to the SRFT (each a "Response") taking into account the complexity of the Contract and the time needed to prepare an appropriate Response. Responses received after the deadline will not be considered;
  - the types and levels of insurance required for the Contract;
  - any additional conditions (if any) that will apply to the Contract in addition to the terms and conditions of the Services Agreement.
- 5.1.2 All Responses to the SRFT must be submitted via the etenders facility only. Responses received in any other manner including e-mail or hardcopy will not be considered.
- 5.1.3 Any clarifications issued by the Contracting Authority or the Framework Client, as applicable, in relation to a SRFT will be communicated via the etenders facility only.
- 5.1.4 The Framework Client may award a Contract following an evaluation of the Responses based on the award criteria set out in Clause 6.1 below.
- 5.1.5 The Contracting Authority and the Framework Client reserve the right to issue or seek written clarifications.

## 6. AWARD CRITERIA

- 6.1 The award criteria for Mini-Competitions shall be:
- Clients will have the option to choose either of the following approaches when it comes to award criteria for Mini Competitions:
- **Option 1:** Most Economically Advantageous Tender in terms of Quality and Cost
  - **Option 2:** Most Economically Advantageous Tender in terms of Total Cost

**Option 1:** Most Economically Advantageous Tender in terms of Quality and Cost ratio.

| Cost Criteria              | Range of Weightings |
|----------------------------|---------------------|
| Total Overall Cost         | 70% - 90%           |
| Total Qualitative Criteria | 10% - 30%           |

| Award Criteria                                  | Sub-Criteria                                                                                     | Weightings (Range)                                                                |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Mobilisation and Implementation of the Contract | The exact Client specification and nature of the service will be detailed in the subsequent SRFT | Please note sub-criteria weighting will be defined within the above range at SRFT |
| Environmental Considerations                    | The exact Client specification and nature of the service will be detailed in the subsequent SRFT | Please note sub-criteria weighting will be defined within the above range at SRFT |

**Option 2: Most Economically Advantageous Tender in terms of Total Cost.**

| Cost Criteria      | Range of Weightings |
|--------------------|---------------------|
| Total Overall Cost | 100%                |

- 6.2 No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Contract has been executed by or on behalf of the Framework Client.
- 6.3 The Contracting Authority or the Framework Client may cancel a Mini-Competition at any time prior to a Contract being executed by the Framework Client. Any notification of preferred bidder status by the Contracting Authority or a Framework Client shall not give rise to any enforceable rights by the Framework Member.
- 6.4 The Framework Client will require the Framework Member to whom it has decided to award the Contract to supply up-to-date evidence as set out in paragraph 3.3.2(a) of the RFT. Where the Framework Member cannot provide up-to-date evidence to demonstrate that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1(b) and (c) of the RFT then the Contracting Authority may proceed to offer the Contract to the next highest-ranked Tenderer.

## 7. APPLICABLE LAW AND JURISDICTION

- 7.1 This Framework Agreement and any Contract(s) awarded under it will be subject to the laws of Ireland and to the exclusive jurisdiction of the Irish courts.

## 8. COMPLIANCE WITH LAWS

- 8.1 The Framework Member shall comply with all applicable laws relating to the discharge of its obligations under this Framework Agreement and any and all Contract(s).

## **9. TAX CLEARANCE**

- 9.1 The Framework Member shall comply with all applicable EU and domestic taxation laws and requirements.
- 9.2 Prior to the award of any Contract, the Framework Member shall promptly 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 Framework Member acknowledges and agrees that the Contracting Authority has the permission of the Contractor to verify its tax cleared position online. Where relevant, the provisions of this paragraph 9.2 apply equally to Subcontractors.

## **10. ANTI COMPETITIVE CONDUCT**

- 10.1 Without prejudice to the generality of clause 8.1, the Framework Member shall comply with 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.

## **11. CONFLICTS OF INTEREST**

- 11.1 Any actual or potential conflict of interest on the part of a Framework Member (including for the purposes of this clause 11 any employee(s), supplier(s) agents or Subcontractor(s)) (a “Conflict”) must be fully disclosed to the Contracting Authority and any relevant Framework Client(s) immediately in writing as soon as the Conflict becomes apparent to the Framework Member. In the event of any Conflict, the Contracting Authority and / or the Framework Client(s) may invite the Framework Member to propose means by which the Conflict might be removed. The Contracting Authority and / or the Framework Client(s) will, in their absolute discretion, decide on the appropriate course of action.

## **12. REGISTERABLE INTEREST**

- 12.1 Any registerable interest involving a Framework Member and the Contracting Authority, any Framework Client, member of the Government, member of the Oireachtas (Parliament), or employees of the Contracting Authorities and/or divisions/agencies under the aegis of the relevant Ministers, and their relatives, must be fully disclosed in any Response. In the event of this information only coming to the notice of a Framework Member after the submission of a Response, it must be communicated to the Contracting Authority and / or Framework Client(s) immediately upon such information becoming known. The terms ‘registerable interest’ and ‘relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995.

## **13. CONFIDENTIALITY**

- 13.1 All communications between the Contracting Authority or any Framework Client(s) and the Framework Member must be treated as being strictly confidential. The Framework Member undertakes to comply with all reasonable directions of the Contracting Authority and any Framework Client with regard to the use and application of all and any confidential information and shall comply with the Confidentiality Agreement(s) executed by the Framework Member pursuant to clause 13.2 below. All of the Framework Member’s employees and personnel, including Subcontractors and their employees and personnel, who provide the Services may be required, at the absolute discretion of the Contracting Authority and/or the Framework

Client(s), to sign a confidentiality agreement in a format as determined by the Contracting Authority and/or the Framework Client(s).

- 13.2 The Framework Member shall execute a Confidentiality Agreement in the form set out at Appendix 7 to the RFT.
- 13.3 No publicity regarding this Framework Agreement or any Mini Competition or Contract pursuant to this Framework Agreement is permitted unless and until the Contracting Authority and any relevant Framework Client(s) has given their prior written consent to the relevant communication.

#### **14. NOTICES**

- 14.1 Any notice or other written communication to be given under this Framework Agreement shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 14.
- 14.2 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 calendar day following transmission.

#### **15. GIFTS**

- 15.1 The Framework Member shall not offer, give or agree to give to any person holding an office in the Contracting Authority or any Framework Client, any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of any Contract. In the event of any breach of this clause 15.1, the Contracting Authority and the Framework Client(s) may terminate this Framework Agreement and any existing Contract(s) respectively and recover from the Framework Member any loss resulting from any such termination.

#### **16. COSTS AND EXPENSES OF FRAMEWORK AGREEMENT**

- 16.1 All costs and expenses incurred by the Framework Member relating to its participation in this Framework Agreement and in any Mini-Competition shall be borne solely by the Framework Member. Neither the Contracting Authority nor any Framework Client shall have any responsibility or liability for any costs or expenses of whatsoever nature incurred by the Framework Member in this regard.

#### **17. TERMINATION**

- 17.1 This Framework Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving [insert period] months written notice to the Framework Member.
- 17.2 The Contracting Authority shall have the right (in addition to its rights under clause 17.1 and any other rights which it has at law) to terminate this Framework Agreement immediately and without liability for compensation or damages on the happening of any of the following events:

- 17.2.1 if the Framework Member commits any serious breach or a series of breaches of any provision of this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority, (if the breach(es) are capable of remedy), within 30 days after receipt of a request in writing from the Contracting Authority. Without prejudice to the generality of the foregoing, a failure to comply with the Framework Agreement management provisions as set out in Annex 1 to this Framework Agreement shall be deemed to be a serious breach of this Framework Agreement;
- 17.2.2 if the Framework Member commits any serious breach or a series of breaches of any Contract awarded pursuant to this Framework Agreement and fails to remedy such breach(es) to the reasonable satisfaction of the Contracting Authority and the Framework Client(s), within 30 days after a receipt of a request in writing from the Contracting Authority or any Framework Client.
- Delete and replace with "Not Used" if not applicable:*
- Without prejudice to the generality of the foregoing, the following shall be deemed to be a serious breach of a Contract awarded pursuant to this Framework Agreement:
- [insert]
- 17.2.3 if the Framework Member becomes insolvent, becomes bankrupt, is wound up, enters into examinership, 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;
- 17.2.4 in circumstances where the Contracting Authority becomes aware of any conflict of interest on the part of the Framework Member which cannot, in the opinion of the Contracting Authority, be removed by other means; and
- 17.2.5 in circumstances where the Contracting Authority becomes aware of any registrable interest on the part of the Framework Member.
- 17.3 Subject to clause 17.2.2, the termination of a Contract awarded under this Framework Agreement does not affect the validity of this Framework Agreement.
- 17.4 The Contracting Authority 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 Contracting Authority becomes aware:
- 17.4.1 that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Framework Member;
- 17.4.2 that the Framework Member (on its own or resulting from its subcontractors, 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).
- 17.5 Termination of this Framework Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Framework Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

## **18. FREEDOM OF INFORMATION**

- 18.1 The Framework Member acknowledges that the Contracting Authority is subject to the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014. Information furnished to the Contracting Authority by the Framework Member may be released pursuant to the Contracting Authority's statutory obligations. If the Framework Member considers that any of the information supplied by it to the Contracting Authority under this Framework Agreement or any Contract should not be disclosed because of its sensitivity it should, when providing the information, indicate this and specify the reason for its sensitivity. The Contracting Authority will consult the Framework Member about this 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.

## **19. DISPUTE RESOLUTION**

- 19.1 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.
- 19.2 The Dispute shall be referred as soon as practicable to [insert Contractor senior contact] within the Contractor and to [insert Contracting Authority contact] within the Contracting Authority respectively.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 If, and to the extent that, any Dispute has not been settled pursuant to the mediation within [insert] days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

**IN WITNESS WHEREOF** this Framework Agreement has been executed by the Parties hereto as of the date first above written.

|                                                                                                                                                                            |                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SIGNED</b> by _____,</p> <p>being an Officer so authorised<br/>by the <b>CONTRACTING AUTHORITY</b></p> <p>in the presence of:</p> <p>_____</p> <p><b>Witness</b></p> | <p><b>SIGNED</b> by _____,</p> <p>being an Officer so authorised<br/>by the <b>FRAMEWORK MEMBER</b></p> <p>in the presence of:</p> <p>_____</p> <p><b>Witness</b></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **FRAMEWORK AGREEMENT MANAGEMENT PROVISIONS**

### **1. General Framework Governance**

Framework Members shall cooperate fully with the Contracting Authority in the management and administration of the Framework Agreement throughout its duration.

Framework Members shall participate in Framework governance activities as reasonably required by the Contracting Authority, including supplier engagement meetings, Framework reviews, audit activities, market engagement exercise and performance management processes.

The Contracting Authority reserves the right to introduce, amend or refine Framework management processes during the Framework term where reasonably required to support effective governance, compliance monitoring, benefits realisation and continuous improvement.

### **2. Maintenance of Compliance Requirements**

Framework Members shall maintain throughout the Framework term all qualifications, certifications, accreditations, licences, insurances, policies, procedures and approvals relied upon by the Framework Member for admission to the Framework.

Framework Members shall notify the Contracting Authority without undue delay of:

- any suspension, withdrawal, expiry or material change affecting a certification, accreditation or approval relevant to the Services;
- any material regulatory investigation, enforcement action or prosecution relevant to the Services;
- any material change in ownership, control or organisational structure;
- any material reduction in operational capability, which may affect participation in the Framework or delivery of Services.

The Contracting Authority reserves the right to request evidence of continued compliance at any time throughout the Framework term.

### **3. Supplier Participation and Framework Engagement**

Framework Members shall actively participate in the operation of the Framework.

Participation may include:

- responding to relevant Mini Competitions;
- attendance at Framework meetings;
- participation in supplier engagement sessions;
- provision of management information requested by the Contracting Authority.

Where a Framework Member repeatedly declines to participate in opportunities relevant to its declared service offering or geographic coverage, the Contracting Authority may engage with the supplier to establish the reasons for non-participation and determine whether corrective actions are required.

#### **4. Capacity, Continuity and Supply Resilience**

Framework Members shall maintain appropriate operational capacity and resilience arrangements throughout the Framework term.

Framework Members shall have in place appropriate arrangements relating to:

- operational capacity;
- processing capability;
- fleet availability;
- stock management and replenishment;
- textile replacement programmes;
- staffing resources;
- contingency arrangements;
- business continuity planning;
- supply chain resilience measures.

Upon request from the Contracting Authority, Framework Members shall provide information relating to such arrangements.

Framework Members shall notify the Contracting Authority without undue delay where any material event may adversely affect their ability to participate in Mini Competitions or perform Services under any resulting Services Contract.

#### **5. KPI Reporting and Performance Management**

Framework Members shall participate in the Framework performance management arrangements established by the Contracting Authority.

Performance will be measured in accordance with the Key Performance Indicators (KPIs) and associated reporting requirements set out in Section 26 of Appendix 1 – Requirements and Specifications.

Framework Members shall provide KPI reports and such supporting information as may reasonably be required by the Contracting Authority to verify performance against the applicable KPI measures.

The Contracting Authority may review KPI performance at Framework level and may use KPI information to support Framework governance, supplier engagement, continuous improvement activities and procurement planning.

#### **6. Annual Supplier Review Meetings**

The Contract Authority may conduct annual Supplier Review meetings with Framework Members.

Such reviews may include consideration of:

- KPI performance;
- service quality and customer feedback;
- sustainability and circular economy initiatives;
- Responsible Business Conduct reporting;
- supply chain resilience;

- innovation and continuous improvement initiatives;
- participation in Mini Competitions;
- compliance with Framework requirements.

Framework Members shall cooperate fully with such review activities and provide reasonable supporting information upon request.

## **7. Sustainability and Circular Economy Reporting**

Framework Members shall support the sustainability and circular economy objectives associated with the Framework.

Framework Members may be required to provide information relating to:

- textile reuse initiatives;
- textile repair and refurbishment activities;
- textile recycling and recovery activities;
- textile take-back schemes;
- recycled-content textiles;
- waste reduction initiatives;
- environmental improvement measures;
- greenhouse gas reduction initiatives;
- transport and logistics efficiencies.

Information provided may be used by the Contracting Authority for sustainability reporting, Framework management and continuous improvement purposes.

## **8. Responsible Business Conduct (RBC)**

Framework Members shall support the Responsible Business Conduct objectives associated with the Framework.

Framework Members may be required to provide information relating to:

- responsible sourcing practices;
- supply chain transparency;
- human rights due diligence;
- labour standards compliance;
- ethical procurement practices;
- modern slavery risk mitigation measures;
- supplier engagement and monitoring arrangements.

The Contracting Authority may review such information as part of its supplier review, audit and Framework governance activities.

## **9. Continuous Improvement and Market Intelligence**

Framework Members shall actively support continuous improvement throughout the Framework term.

Framework Members shall identify and, where appropriate, propose measures that may improve:

- service quality;
- operational efficiency;
- sustainability performance;
- circular economy outcomes;
- supply chain resilience;
- innovation and technological advancement;
- value for money for Framework Clients.

Framework Members shall cooperate with reasonable requests from the Contracting Authority for information relating to market developments, innovation opportunities, emerging risks and regulatory developments relevant to the Services.

Innovation gathered may be used by the Contracting Authority for Framework management, market analysis, procurement planning and continuous improvement purposes.

## **10. Audit and Verification**

The Contracting Authority reserves the right to undertake audits, verification exercises and compliance reviews throughout the term of the Framework Agreement.

Framework Members shall provide reasonable assistance and access to relevant information, records and documentation required to support such reviews.

Information gathered through audits and reviews may be used for Framework governance, supplier performance management, compliance monitoring and continuous improvement purposes.

## **11. Corrective Action Plans**

Where KPI performance, compliance monitoring, audit activities or supplier review processes identify material performance concerns, the Contracting Authority may require a Framework Member to prepare and implement a corrective action plan.

Such corrective action plans may include, but are not limited to:

- identification of the issue or deficiency;
- proposed corrective measures;
- implementation timescales;
- responsible personnel;
- monitoring and reporting arrangements.

Framework Members shall cooperate with the implementation of any reasonable corrective action measures required by the Contracting Authority.

## **12. Persistent Non-Compliance**

Where a Framework Member:

- persistently fails to meet Framework requirements;
- persistently fails to cooperate with Framework management processes;
- fails to provide information reasonably requested by the Contracting Authority; or
- demonstrates repeated and material underperformance against applicable KPI measures;

the Contracting Authority may implement performance management measures in accordance with the Framework Agreement.

Such measures may include:

- enhanced monitoring arrangements;
- additional reporting requirements;
- corrective action plans;
- performance review meetings;
- temporary suspension from participation in Mini Competitions; or
- removal from the Framework Agreement,

without prejudice to any other rights or remedies available under the Framework Agreement, any Services Contracts or applicable law.

## Appendix 6: Services Contract

---

[Insert name of Framework Client]

and

[Insert successful Framework Member's full legal name]

### **AGREEMENT**

Relating to the Provision of Services pursuant to

Request for Tenders for the Establishment of a Multi Supplier Framework for the provision of  
Laundry and Hire of Linen, Workwear, Curtains, Miscellaneous Items and Dust Mat Services to the  
Irish Public Sector

**THIS AGREEMENT IS MADE ON THE [DATE E.G. 2ND] DAY [MONTH] OF 20[YEAR] BETWEEN:**

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

and

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

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

**WHEREAS:**

- A. By Request for Tender entitled "[ ]" advertised in the supplement to the Official Journal of the European Union, OJEU Notice Number [ ] of [ ] ("the RFT") the Contracting Authority invited economic operators ("Tenderers") to participate in a framework agreement for the provision of the services described in Appendix 1 of the RFT (the "Services"). References to the RFT shall include any clarifications issued by the Contracting Authority via the messaging facility on [www.etenders.gov.ie](http://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 the 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.
- C. The Contracting Authority and the Contractor entered into a framework agreement on [insert date of Framework Agreement] (the "Framework Agreement"). The Framework Agreement is incorporated by reference into this Agreement.
- D. In accordance with the Framework Agreement, by way of Supplementary Request for Tenders dated [insert date of SRFT] ("the SRFT"), the Client invited responses from Framework Members for the provision of Services. References to the SRFT shall include any clarifications issued by the Client via the messaging facility on [www.etenders.gov.ie](http://www.etenders.gov.ie) between [insert date] and [insert date] (the "SRFT Clarifications"). The SRFT (including the SRFT Clarifications) is hereby incorporated by reference into this Agreement.
- E. The Contractor submitted a response to the SRFT dated the [Date of Response] (the "Response"). References to the Response shall include any clarifications issued by the Contractor in writing to the Client between [insert date] and [insert date] (the "Response Clarifications"). The Response (including the Response Clarifications) is hereby incorporated by reference into this Agreement.

**IT IS HEREBY AGREED 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 E attached hereto;
  - ii. The Framework Agreement;
  - iii. The RFT;

- iv. The SRFT;
  - v. The Submission;
  - vi. The Response.
2. The Contractor agrees to provide the Services described in Schedule B (the “Services”) to the Client in accordance with this Agreement (“Agreement”). Schedule B details the nature, quantity, quality, time of delivery, key personnel and functional specifications of the Services in accordance with the RFT, the SRFT, the Submission and the Response (“the Specification”).
  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 [insert contact name] of [insert contact address]; the Contractor’s Contact is [Contractor contact name: to be completed on signing] of [Contractor contact address: to be completed on signing].
  5. This Agreement shall take effect on the date of this Agreement (“the Effective Date”) and shall expire on [insert 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”).

*Delete and replace with “Not Used” if not applicable:*

The Client reserves the right to extend the Term for a period or periods of up to [Insert number] months with a maximum of [Insert number] such extensions permitted subject to its obligations at law.

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.
10. In the event that any ambiguity or question of intent or interpretation arises in relation to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.

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 provision of the Services 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 provision of the Services 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 3 the Contractor shall:
1. provide the Services in accordance with the Specification, the RFT, 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. provide the Services 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 Services are provided, 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 is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor under the Submission 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 14, the Contractor shall notify the Client as soon as possible of any changes to the name, contact details and legal representatives 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 the Regulations 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. Neither Party shall have any authority to bind or commit the other. 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 10.
- 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. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "TUPE Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Contractor shall indemnify, save harmless and keep the Client indemnified from and against any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligation under the said TUPE Regulations.
- I. 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 Contractor 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. KEY PERSONNEL

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the Submission ("Key Personnel"), assigned by it to provide the Services shall be available for the Term of this Agreement. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

## 3. PAYMENT

- A. Subject to the provisions of this clause 3 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 10A 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 Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Client's Contact within 14 calendar days of receipt of 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 Client being in possession of the Contractor's current Tax Clearance Certificate. The Contractor shall comply with all applicable 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 Parties may agree 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. The Charges shall include any and all costs or expenses incurred by the Contractor, its employees, servants and agents in the performance of its obligations under this Agreement.
- 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 provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

#### 4. 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 provide the Services 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 provision of the Services 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. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [date], which confirms that none of the excluding circumstances listed in Regulation 57 of the Regulations apply to the Contractor, remains unchanged;
  - 7. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights (as defined in clause 6 below) that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes;
  - 8. *Delete and replace with "Not Used" if not applicable:*
    - it has inspected the Client's premises, lands and facilities before submitting its Submission and has made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Agreement;
  - 9. the Client shall be under no obligation to purchase any minimum number or value of Services; and

10. it retains and shall maintain for the Term insurances for the nature and amount specified in the SRFT. The Contractor undertakes to advise the Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written 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 4A.10.
- B. The Contractor undertakes to notify the Client forthwith of any material change to the status of the Contractor with regard to the warranties, acknowledgements representations and undertakings as set out at clause 4A and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

## 5. 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 negligence, act or 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. The terms of this clause 5A 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(G), 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 Services, 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(G) (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 [number] per cent of the Charges. In such event the Client shall identify the particular Services 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 said Services 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 5F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement.

- G. *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:*

Time of delivery shall be of the essence and if the Contractor fails to deliver the Services 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 Services and terminate this Agreement in either case without prejudice to any other rights and remedies of the Client.

- H. *You must select one or the other of either G or H. Delete and replace with "Not Used" if not applicable:*

Without prejudice to any general right to damages under this Agreement where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Agreement, the Client may, at his discretion, deduct [amount] per week/day, or part thereof, for each week/day of late delivery as liquidated damages up to a maximum amount of [amount] (the "Liquidated Damages Threshold").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Client shall be entitled to:

1. claim any remedy available to it (whether under this Agreement or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and
2. without prejudice to sub-clause (1), the Client shall be entitled to terminate the Agreement with immediate effect by giving notice in writing to the Contractor.

## 6. INTELLECTUAL PROPERTY

- A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

- B. Pre-existing IPR means all IPR existing prior to the date of this Agreement and all IPR in any materials, acquired or developed by or for Contractor or Client independently of this Agreement, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.
- C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.
- D. The Client grants to the Contractor a royalty-free non-exclusive licence to use the Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfil its obligations under this Agreement. Save as expressly set out in this clause 6 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.
- E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Agreement.
- F. Nothing in this Agreement shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.
- G. The Contractor shall ensure that all and any necessary consents and/or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement (to include but not be limited to ensuring that the Client shall be vested with all necessary rights so as to enable the Client to enjoy the benefit of the Services for its business purposes). 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.

At the request of the Client for and in respect of any such breach, the Contractor shall at its expense and option:

- (i) procure the necessary rights for the Client to continue use;
- (ii) replace the relevant deliverable with a non-infringing equivalent;
- (iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

- (iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Client Charges paid for such deliverable less a reasonable amount for the Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all losses (whether direct, indirect or consequential) thereby accruing to the Client as a result of the breach.
- H. Upon the termination of this Agreement for whatever reason, the Contractor shall immediately deliver up to the Client all the Materials prepared up to the date of termination. The provisions of this clause 6 will survive the expiration or termination of this Agreement for any reason.

## 7. 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 7; 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 7; 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.
- 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 between the Contractor and the Client dated [insert date] and entered into pursuant to clause 13.2 of the Framework Agreement ("the Confidentiality Agreement").

The obligations in this clause 7 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.

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

- C. The Contractor acknowledges that the security of the State and its information is of paramount importance to the Client. Accordingly the Contractor confirms that it will, if requested by the Client, from time to time, submit full personal details (including those of Subcontractors) who are assigned to provide the Services (or any part thereof) under this Agreement. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Client arising therefrom.

- D. 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.
- E. The terms of this clause 7 shall survive expiry, completion or termination for whatever reason of this Agreement.

## **8. 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, 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 [insert number] 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.

## 9. TERMINATION

- A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving [insert period of time months] written notice to the Contractor. This Agreement may be terminated by the Contractor, without liability for compensation or damages, by serving [insert period of time months] written notice to the Client.
- B. Either Party shall have the right (in addition to its rights under clause 9(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).
- 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. If requested by the Client, the Contractor shall, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client ("Employment Information"). The Contractor agrees that the Client may release the Employment Information to third parties for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

## 10. 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.

## 11. 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 [insert Contractor contact] within the Contractor and to [insert Client 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.

## **12. 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.

## **13. 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. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this clause 13.
- 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 calendar day following transmission.

## **14. ASSIGNMENT AND SUBCONTRACT**

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

#### **15. 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 (save where fraudulently made) are hereby excluded.

#### **16. 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.

#### **17. 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.

#### **18. NON-EXCLUSIVITY**

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

#### **19. 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.

#### **20. 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 Services 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) a copy of which is available on request.

- 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 20C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 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, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

## 21. 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 Services are being performed for the Client under this Agreement.

## 22. EQUIPMENT

- A. The Contractor shall provide all equipment and materials necessary for the provision of the Services (“Equipment”).
- B. All Equipment brought onto the Client’s premises shall be at the Contractor’s own risk and the Client shall have no liability for any loss of, caused by or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Client’s premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.
- C. The Contractor shall maintain and store all items of Equipment within the Client’s premises in a safe, serviceable and clean condition.
- D. The Contractor shall, at the Client’s written request, at its own expense and as soon as reasonably practicable:
  - i. remove from the Client’s premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and
  - ii. replace such item with a suitable substitute item of Equipment.
- E. On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Client’s premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the

Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or Subcontractors.

## **23. 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.

## **24. CHANGE CONTROL PROCEDURE**

- A. 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. 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 Services (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 performance of the Services 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.

## 25. DATA PROTECTION AND SECURITY

A. In this Agreement the following terms shall have the meanings respectively ascribed to them:

“Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Client (including but not limited to his employees, agents, independent contractors and/or Sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“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.

“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 Data which is Personal Data. Schedule E 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 25B, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:-

(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 provision of the Services. 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 25 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.

M.

(IF YOU ARE NOT CONSENTING TO A THIRD PARTY PROCESSOR – DELETE IF NOT IN USE)

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 25 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 25.

N. Save for clauses 25B, 25C, 25D(4) and 25E, all the obligations on the Contractor in this clause 25 relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this clause 25 shall survive termination and or expiry of this Agreement for any reason.

## **26. 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:      Services: The Specification

---

[Insert when completing contract]

## Schedule C: Charges

---

[Insert when completing contract]

## Schedule D: Service Levels

---

[Insert at RFT stage, if applicable, or when completing contract]

## Schedule E: Data Protection

---

*[complete when completing the contract]*

### 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

## Appendix 7: 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 provision of the Services described in Appendix 1 to the RFT (the “Services”) (“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 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 Services under the Contract and all and any information supplied or made available to the Contractor (to include employees, agents, Subcontractors and other suppliers) for the purposes of the 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 Clients; 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 Clients 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 Contracting Authority and/or any

Framework 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 provision of the services. 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)

Witness

SIGNED for and on behalf of the Contractor

\_\_\_\_\_

Witness

## Schedule A to the Confidentiality Agreement: Data Protection

---

*[complete when completing the confidentiality agreement]*

### Processing, Personal Data and Data Subjects

4. Processing by the Contractor
  - 4.1 Subject matter of processing
  - 4.2 Nature of processing
  - 4.3 Purpose of processing
  - 4.4 Duration of the processing
5. Types of personal data
6. Categories of data subject

**End of Document**