Request for Tenders dated 18/09/2026
to establish a

Single Supplier Framework Contract

for the supply and delivery of

Cleaning, Paper, Personal Hygiene & Period Equality Products

Tender procedure: Open procedure

Tender Deadline: 29/10/2026 15:00

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:	Goods Framework Contract
Appendix 6:	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 the award of a single supplier framework contract for the supply of the goods as described in Appendix 1 to this RFT ("the Goods").

1.2 In summary, the products in the lots comprise of:

- **Cleaning Supplies Products Lots** include the following;
  (1) Floor Cleaning Products,
  (2) Housekeeping products,
  (3) Kitchen Cleaning Products,
  (4) Laundry Cleaning Chemical Products

- **Paper Product Lots** include the following;
  (1) Paper Hygiene Products

- **Personal Hygiene Products Lots** include the following;
  (1) Personal Hygiene Products,
  (2) Washroom Products,
  (3) Waste Disposal Products

- **Period Equality Products Lots** include the following;
  (1) Period Equality Products.

1.3 This single supplier framework will be divided into eight (8) lots (each a "Lot") as described below in table 1. Each Lot will result in a separate contract (each a "Framework Contract").

Table 1: Lot Description

Lot Number	Area	Requirement	Estimated Annual Value
1	Health Organisations	Cleaning Supplies Products	€5,140,000
2	Health Organisations	Paper Products	€13,500,000
3	Health Organisations	Personal Hygiene Products	€5,360,000
4	Health Organisations	Period Equality Products	€400,000
5	All Client Organisations (apart from Health)	Cleaning Supplies Products	€1,000,000
6	All Client Organisations (apart from Health)	Paper Products	€5,800,000
7	All Client Organisations (apart from Health)	Personal Hygiene Products	€1,100,000
8	All Client Organisations (apart from Health)	Period Equality Products	€400,000

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

1.3.1. Submissions of Tenders for Multiple Lots:

Tenderers may submit a Tender for one, multiple Lots (i.e. any combination of Lots), or all Lots. Please note, while Tenderers may submit Tenders for any of the Lots 1-8, any one Tenderer will be limited to being awarded a maximum of two (2) Lots. A maximum of one (1) lot from lots 1 to 4 and a maximum of one (1) lot from lots 5 to 8.

Tenderers MUST confirm in the Tender Response Document (''TRD'') which Lot(s) they are tendering for and their Lot(s) preference.

Where a Tenderer has been identified as the most economically advantageous in more than two Lots (more than one lot from Lots 1 to 4 and more than one lot from Lots 5 to 8) and the Tenderer has set out its preference, then the Tenderer will be awarded 2 Lots in accordance with their Lot preference for those Lots. The other Lot(s) (which exceed the Lot limit), that the Tenderer had been identified as the most economically advantageous will be awarded to the next most economically advantageous tenderer, subject to their Lot preference.

There is a single TRD which applies to all Lots. In the event that a Tenderer is applying for more than one Lot, the Tenderer should follow the instructions within the TRD for same. Tenderers must declare in their TRD their order of preference for award of Lots. No two (2) Lots may have the same preference in order of appointment for any one Tenderer i.e. Lots 1 and 2 cannot both be ranked with a Lot preference ranking of 1 by the same tenderer. In the event this happens the tenderer will be asked to clarify their preferences. The tender responses for each Lot shall remain as submitted.
For pricing, where a Tenderer is applying for more than one Lot, the Tenderer must complete and submit the relevant tab(s) of the Pricing Schedule for the Lots being applied for.

Lots
For all Lots, Tenderers must supply 100% of the Products listed within those Lots in Appendix 2 Pricing Schedule and must submit a Unit Price for those Goods.

Failure to return a completed response to the Award criteria and/or Pricing Schedule using the TRD and Pricing Schedule documents published will result in your Tender being deemed on-compliant and being eliminated from this competition.

1.3.2 Methodology for award of Lots:
Tenderers should note that the Competitions for each Lot will result in a separate Framework Contract being awarded.

Any successful Tenderer who enters into a Framework Contract with the Contracting Authority in respect of any Lot is herein referred to as a ''Framework Member''.

As set out in this RFT, award of a Framework Contract for a Lot will ultimately be determined on the basis of the award criteria set out in section 3.3 of this RFT (the ''Award Criteria''). These Award Criteria shall be applied separately in respect of the competition for each Lot.

Once a Framework Contract is established, certain Public Sector Bodies (PSBs) as set out or referred to at 1.4 of this RFT (each a ''Framework Client'') will be eligible (although not obliged) to avail of the Framework Contracts.

Ultimately the procurement of services, if any, will be at the discretion of Framework Clients, in accordance with paragraph 2.1 of the RFT. No Framework Contract awarded pursuant to this RFT will confer exclusivity on any Framework Member.
Under this competition, the maximum number of Lots a tenderer can be awarded is (2) two Lots (a maximum of one lot from lots 1 to 4 and a maximum of one lot from lots 5 to 8). Each Lot will be evaluated separately with Tenderers ranked in order.
For each Lot, commencing from Lot 1 in numerical ascending order, the award will be given to the Tenderer who ranks highest, and subject to their order of preference as indicated in their tender response document, subject to:

1. a maximum award of two (2) Lots to that Tenderer; one lot from lots 1 to 4 and one lot from lots 5 to 8
2. having applied for and ranking highest in these Lots;
3. meeting the selection and award criteria as described in Sections 3.2 and 3.3 below.

Tenderers which have been awarded the maximum of two (2) Lots will be removed from the award process for the Lots, and the remaining Lot(s) are re-evaluated as follows:

1. If Tenderer X is the lowest priced tender in any of the remaining lots then their pricing element will be removed from those lots and those lots will be re-evaluated against the new lowest price.

2. If Tenderer X is not the lowest priced Tenderer in any of the remaining lots, OGP will then offer the remaining Lots to the second highest ranked tenderer based on their scores for both Qualitative and Cost Criteria, and subject to their preferences.

This process will continue in Lot numerical ascending order until all Lots have been awarded. The OGP and Framework Clients expect successful tenderers to accept and honour all Lots awarded. In the unlikely event that a Tenderer does not accept a Lot, that Tenderer will be required to provide detailed reasons for not doing so. This information will be recorded and will inform future lotting strategies. In this instance, the Lot will be awarded to the next most economically advantageous tenderer, subject to their Lot preference.

Exceptions

In the event of a Lot receiving a single submission, or in the event that all other submissions for a Lot have been deemed noncompliant, a Tenderer who has already reached the maximum number of allowed Lots may be awarded the Lot, subject to meeting selection and award criteria for that Lot.

1.3.3 Framework Contract

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

A Direct Draw Down mechanism will be used by Framework Clients for each Lot.

1.3.4 Documents Published:

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

- FCL033F Supply of Cleaning, Paper, Personal Hygiene & Period Equality Products RFT;
- FCL033F Appendix 1A Tender Response Document (TRD);
- FCL033F Appendix 1B RBC (Self-Declaration);
- FCL033F Appendix 2 Pricing Schedule;
- FCL033F List of Existing Framework Clients (for information purposes only, this is not a commitment to anticipated number of clients. Please Note: Some clients listed may not necessarily purchase goods from all lots listed);

1.3.5 Tender Submission Requirements

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

As stated above, Tenderers may submit a Tender for one, multiple Lots (i.e. any combination of Lots), or all Lots. Please note, while Tenderers may submit Tenders for any of the Lots 1-8, any one Tenderer will be limited to being awarded a maximum of two (2) Lots. A maximum of one (1) lot from lots 1 to 4 and a maximum of one (1) lot from lots 5 to 8.

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

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

1.3.6 Tenderer's Briefing

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

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

1. Ministers of the Government of Ireland, Central Government Departments, Offices and non-commercial Agencies and Organisations which have a formal reporting and legal relationship to Central Government Departments, including all local authorities in Ireland (themselves including regional assemblies, local enterprise boards and library bodies);
2. Entities in the Irish health sector including but not limited to the Health Service Executive (HSE) and the Health Information and Quality Authority (HIQA), provided that such entities are contracting authorities within the meaning of Regulation 2 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016);
3. Contracting authorities which are Third Level Educational Institutions (including universities, technical universities, institutes of technology and members of the Education Procurement Service);

4. Contracting authorities which are Education and Training Boards (ETBs) and ETB schools, and primary, post-primary, special and secondary schools as well as ETBs acting on behalf of schools;
5. An Garda Síochána (Police);
6. The Irish Prison Service; and
7. The Defence Forces.

1.5 This public procurement competition (the "Competition") will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). Any Framework Contract that may result from this Competition will be issued for a term of four (4) years ("the Term").

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

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

1.6 Not Used

1.7 The Contracting Authority estimates that the expenditure on the Goods to be covered by the proposed Framework Contracts may amount to some €150,000,000 (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 Client Contracts that may result from this Competition and therefore increase their social and economic benefits. Larger enterprises are also encouraged, subject to paragraph 2.5, to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Client Contracts that may result from this Competition.

Part 2: Instructions to Tenderers

2.1 IMPORTANT NOTICES

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

2.1.2 The Contracting Authority / Framework Client does not bind itself to accept the lowest priced or any Tender. This RFT does not constitute an offer or commitment to enter into a Framework Contract and/or a Client Contract. The conclusion of a Framework Contract does not guarantee the award of any Client Contract.

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

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

Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this Competition (or, for the avoidance of doubt, any individual Lot) at any time prior to a formal written Framework Contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender. The award of a Framework Contract or a Client Contract under the Framework Contract does not confer exclusivity on the successful Tenderer(s).

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

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

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

The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this RFT.

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

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

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

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

2.2 COMPLIANT TENDERS

2.2.1 If a Tenderer fails to comply in any respect with the requirements of this paragraph 2.2.1 the Contracting Authority reserves the right to reject the Tenderer's Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority's view, is non-material or procedural.

Tenderers are required:

(a) To complete and submit with their Tender the electronic version of the European Single Procurement Document ("eESPD"). Tenderers may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the Sele]ction Criteria for this Competition as set out at part 3.2 below;

(b) To complete and submit the following documents in their Tender:

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

all other documents requested in the RFT;

(c) To follow the format of this RFT and respond to each element in the order as set out in this RFT;

(d) To conform to and comply with all instructions and requirements set out in this RFT;

(e) To submit the statement required under paragraph 2.4 below; and

(f) Not to alter or edit this RFT in any way.

2.2.2 Without prejudice to the generality of paragraph 2.2.1, failure to comply with paragraph 2.6.1, 2.6.2 or 2.6.3 below will render the Tender non-compliant and it will be rejected.

2.3 FRAMEWORK CONTRACT AND CLIENT CONTRACT

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

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

2.4 ACCEPTANCE OF RFT REQUIREMENTS

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to re-submit. Tenderers may not amend the Tenderer's Statement.

2.5 CONSORTIA AND PRIME / SUBCONTRACTORS

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Tender and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity

authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Prior to and as a condition of award of any Framework Contract, the successful Tenderer shall be required to designate a single entity who will carry overall responsibility for the Framework Contract (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Subcontractor").

2.6 TENDER SUBMISSION REQUIREMENTS

2.6.1 Tenders must be submitted via the 'electronic tenderbox' available on www.etenders.gov.ie. Only Tenders submitted to the electronic tenderbox will be accepted. Tenders submitted by any other means (including but not limited to: by email, fax, post, hand delivery, etc.) will NOT be accepted.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

2.6.2 Tenders must be received not later than 15:00 on 29/10/2026 (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.

2.6.3 Tenders must be submitted in English.

2.6.4 Subject to paragraph 2.14 and 2.18, each Tenderer is limited to submitting one Tender in its own capacity and one Tender as part of a consortium/group of undertakings under this RFT for each Lot.

2.6.5 All Tenders submitted in soft copy must be compiled such that they can be read immediately using PDF reader for Appendix 1A Tender Response Document and Excel for Appendix 2 Pricing Schedule. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

2.7 QUERIES AND CLARIFICATIONS

2.7.1 All queries relating to any aspect of this Competition or of this RFT must be directed to the messaging facility on www.etenders.gov.ie. Queries will be accepted no later than 15:00 on 15/10/2026 unless otherwise published by the Contracting Authority. For the avoidance of doubt, Tenderers may not contact potential Framework Clients regarding any aspect of this Competition.

2.7.2 All responses to queries will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.

2.7.3 The Contracting Authority reserves the right to issue or seek written clarifications.

2.7.4 The Contracting Authority reserves the right, at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website.

2.7.5 Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition

2.8 TENDERING COSTS

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

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

2.9 CONFIDENTIALITY

2.9.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this Competition:

(a) are furnished for the sole purpose of replying to this RFT only;

(b) may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;

(c) shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and

(d) must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority.

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

2.10 PRICING

2.10.1 All Tenderers must complete the Pricing Schedule at Appendix 2 to this RFT.

2.10.2 All prices quoted must be all-inclusive (i.e. including but not being limited to shipping, packaging, delivery, ancillary costs and all other costs/expenses), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.

2.10.3 Tenderers must confirm that all prices quoted in the Tender will remain valid for twelve (12) months commencing from the Tender Deadline.

2.10.4 Any currency variations occurring over the term of the Client Contract shall be borne by the Tenderer.

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

2.10.6 Tenderers should note that prices may be increased or decreased only on the first anniversary of the Effective Date (as defined in the NAGF) of the Client Contract and on subsequent anniversaries of the Effective Date thereafter, and then only by the percentage by which the relevant price index has increased or decreased in the edition of the Index published by the relevant authority most recently prior to that anniversary. Please see price indices and relevant authority applicable to each Client Goods Contract in below table 2:

Table 2

Cost Driver	Applicable Index	Weighting
Materials	CSO Wholesale Price Index (WPI) – Manufacturing Industries	45%
Energy and Transport	CSO Wholesale Price Index (WPI) – All Energy Products	40%
Labour	CSO Earnings and Labour Costs Index (ELCI)	15%

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

- a breakdown of the profit and cost components that make up the relevant Charge(s) in the FCL033F Appendix 2 Pricing Schedule, clearly demonstrating how the proposed price adjustment relates to those Charge(s);
- details of the movement in the different identified cost components of the relevant Charge;
- reasons for the movement in the different identified cost components of the relevant Charge;
- evidence that the Contractor has attempted to mitigate against the increase in the relevant cost components; and

Example of a Price Adjustment Calculation

Where evidence justifying a price adjustment has been accepted, the adjustment will be calculated using the agreed indexation formula.

For a product currently priced at €10.00, assume that since the most recent anniversary the following adjustments apply;

- The CSO Wholesale Price Index (WPI) – Manufacturing Industries has **increased by 1%**
- The CSO Wholesale Price Index (WPI) – All Energy Products has **increased by 2%**
- The CSO Earnings and Labour Costs Index (ELCI) has **increased by 3%**

Applying the agreed weightings:

- Manufacturing Industries: 1% × 45% = 0.45%
- All Energy Products: 2% × 40% = 0.80%
- ELCI: 3% × 15% = 0.45%

Total weighted increase = 1.70%. The Current Product price of €10 can have a revised product price of €10.17

2.11 ENVIRONMENTAL, SOCIAL AND LABOUR LAW

In the performance of any Client Contract activated in accordance with clause 23 of the Framework Contract, the successful Tenderer(s) and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the goods are supplied, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

2.12 PUBLICITY

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

2.13 REGISTRABLE INTEREST

Any Registrable Interest involving any Tenderer/Subcontractor and the Contracting Authority, any Framework Client, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority or any Framework Client and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to the notice of the Tenderer or Subcontractor after the submission of a Tender,

must be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/Subcontractor.

The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Framework Contract or Client Contract entered into by a Tenderer.

2.14 ANTI-COMPETITIVE CONDUCT

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

2.15 INDUSTRY TERMS USED IN THIS RFT

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

2.16 FREEDOM OF INFORMATION

2.16.1 Tenderers should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

2.16.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its confidentiality or commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Tenderers must, when providing such information, clearly identify the specific sections of their Tender containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt Tenderers may not assert confidentiality or commercial sensitivity over the entire Tender but must clearly identify the specific section containing such information. If Tenderers do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the Tenderer. The Contracting Authority will, where possible, consult with Tenderers about confidential or commercially sensitive information so identified before making its decision on a request received. The

Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

2.17 TAX CLEARANCE

It will be a condition of any Framework Contract or Client Contract pursuant to this Competition that the successful Tenderer(s) shall, for the term of such contract(s), comply with all applicable EU and domestic tax laws. Tenderers are referred to www.revenue.ie for further information. Prior to the award of any Framework Contract arising out of this Competition, the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority or any Framework Client. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority and any Framework Client has the permission of the successful Tenderer to verify its tax cleared position online.

2.18 CONFLICTS OF INTEREST

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or any Mini-Competition or terminating any Framework Agreement or 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 Not Used

2.20.2 Not Used

2.21 INSURANCE

2.21.1 The successful Tenderer shall be required to hold for the term of the Framework Contract the following insurances in table 3:

Table 3

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

2.21.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm that, if awarded a Framework Contract under this Competition, (i) they will, from the Commencement Date of the Framework Contract (as defined in the Framework Contract), obtain and hold the types and levels of insurance as specified at paragraph 2.21.1 (ii) the territorial limits and jurisdiction of its insurance policies include Ireland and (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful

Tenderer(s) prior to the award of (and shall be a condition of) any Framework Contract.

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

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

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

c. produce valid certificates of insurance upon request.

2.22 SAMPLES

2.22.1 Not Used

2.22.2 Not Used

2.22.3 Not Used

2.22.4 Not Used

Part 3: Selection and Award Criteria

3.1 COMPLIANT TENDERS

3.1 Only those Tenderers who have:-

(a) Submitted compliant Tenders pursuant to paragraph 2.2 above, and

(b) Declared by way of eESPD that either:

(i) no mandatory grounds for exclusion of the Tenderer pursuant to Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to them, or

(ii) in circumstances where any mandatory exclusion grounds apply to the Tenderer (and where the Tenderer is not precluded from doing so under Regulation 57(17) of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016), that it can provide evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of any such relevant exclusion ground, and

(c) Declared by way of eESPD that they satisfy the selection criteria for each Lot applied for in this Competition as set out in part 3.2 below (the "Selection Criteria"), will be evaluated in accordance with the Award Criteria at part 3.3 below.

However, please note that the Contracting Authority also reserves the right to exclude from evaluation a Tenderer to whom a discretionary ground for exclusion pursuant to Regulation 57 of the Regulations applies.

Tenderers should note that where a Tenderer is relying on the capacity of other entities (for example, Subcontractors) for the purposes of fulfilling any of the Selection Criteria in part 3.2 below it must ensure that each such entity:

(i) completes and submits a separate eESPD in respect of each such entity, and

(ii) when requested by the Contracting Authority, submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Tenderer.

Where a Tenderer (Prime Contractor) intends to subcontract any share of any Contract to a Subcontractor, but is not relying on the capacity of such Subcontractor for the purposes of fulfilling any of the Selection Criteria in part

3.2 below, it must ensure that each such Subcontractor submits a separate eESPD in respect of such Subcontractor completing those sections of the eESPD which are specified in section 2.D of the eESPD for this Competition.

The Contracting Authority may decide to examine Tenders before verifying the absence of exclusion grounds in Regulation 57 of the Regulations (the "Exclusion Grounds") and the fulfilment of the Selection Criteria.

However, notwithstanding anything to the contrary in this part 3.1, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor):

(i) a Declaration in the form attached at Appendix 4;
(ii) evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground;
(iii) all or any of the supporting documents specified at paragraph 3.2 below;
(iv) information concerning the Tenderer, and any proposed subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and
(v) information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU

Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate (i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this RFT and (ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground and (iii) that any subcontractor, supplier, or other entity on whose capacity the prime contractor relies does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then it shall be excluded from further participation in this Competition *unless* it replaces the entity concerned with one which meets all relevant requirements of this RFT.

3.2 SELECTION CRITERIA

3.2 Tenderers will either pass OR fail each of the Selection Criteria in this part 3.2. 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.

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

3.2.A (i) Minimum Annual Turnover Requirements

In respect of the lots, Tenderers must have a minimum turnover (ex VAT) per annum for their most recent financial year* as set out in Table 4a below (unless

the date of establishment is within the last twelve (12) months, in which case the minimum annual turnover required shall be adjusted on a pro-rata basis based on the number of months of establishment – for example, a Tenderer established for six (6) months will have to demonstrate a turnover of €2,325,000 to apply for Lot 1.

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

Table 4(a) Minimum annual turnover requirement per Lot

Lot Number	Area	Requirement	Minimum Annual Turnover Requirement (excl VAT)
1	Health Organisations	Cleaning Supplies Products	€7,710,000
2	Health Organisations	Paper Products	€20,250,000
3	Health Organisations	Personal Hygiene Products	€8,040,000
4	Health Organisations	Period Equality Products	€600,000
5	All Client Organisations (apart from Health)	Cleaning Supplies Products	€1,500,000
6	All Client Organisations (apart from Health)	Paper Products	€8,700,000
7	All Client Organisations (apart from Health)	Personal Hygiene Products	€1,650,000
8	All Client Organisations (apart from Health)	Period Equality Products	€600,000

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

3.2.A (ii) Aggregate Financial Turnover Requirements

Any Tenderer which is tendering for multiple Lots (Note: maximum of one lot from lots 1 to 4 and a maximum of one lot from lots 5 to 8) will need to demonstrate its ability to meet the aggregate financial turnover requirements of the combined Lots for which they are identified as the successful Tenderer, as follows:

- 100% of the Minimum Annual Turnover Requirement for the Lot with the highest € value Minimum Annual Turnover Requirement that the Tenderer has applied for;

  plus

- 50% of the Minimum Annual Turnover Requirement for the other Lot they are applying for.

For example, if a Tenderer applies for Lots 1 and 5, the Tenderer will need to demonstrate annual turnover of at least €8,460,000 as per the below calculation in table 4b, to be awarded a Contract for Lots 1 and 5:

Table 4b: Aggregate Financial Turnover Requirements - Example Calculation

Lots Applying For	Calculation	Minimum annual turnover required to be demonstrated
Lot 1	€7,710,000 x 100% =	€7,710,000
Lot 5	€1,500,000 X 50% =	€750,000
Minimum aggregate financial turnover required to be demonstrated to be appointed to Lots 1 & 5		€8,460,000

If a Tenderer emerges as one of the successful Tenderers to be appointed to a Framework Contract (by application of the Award Criteria set out in paragraph 3.3 of this RFT) for more Lots than the Tenderer has demonstrated financial capacity in accordance with the Aggregate Financial Turnover Requirements specified above (e.g. a Tenderer is successful in two Lots, as per the terms set out in 1.3, but has only demonstrated financial capacity to deliver one and / or two Lots), the Tenderer will be invited to choose which Framework Contract/Lot (for which the Aggregate Financial Turnover Requirements are satisfied) they wish to be placed on. Any place on a Framework Contract/Lot not awarded to such a Tenderer will then be offered to the next ranked Tenderer(s) for that Lot (subject to the rules in this RFT).

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

3.2.A (iii) Solvency Requirement

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

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

Prior to admission to a Framework Contract, successful Tenderers will be required to provide to the Contracting Authority an Auditors Statement in the format prescribed in Table 5 below to demonstrate that they meet the above required economic and financial standing criteria. The auditor / accountant must be a member of a prescribed accountancy body that comes within the supervisory remit of the Irish Auditing and Accounting Supervisory Authority or a recognised European equivalent.

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

If, within this period (or any extended period permitted by the Contracting Authority), a successful Tenderer fails to produce the required evidentiary

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

Table 5: Auditor's Statement

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

Reliance on Third Party Resources (Financial)

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

Tenderers should note that economic operators relying on the capacity of other entities must, when requested by Contracting Authority submit an undertaking

in terms satisfactory to the Contracting Authority and duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

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

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

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of the valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

3.2. B Technical and Professional Ability

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

Given the use of a 90% price evaluation model, the Technical and Professional Ability criteria are designed to ensure that only suitably qualified and capable Tenderers with the necessary operational, logistical and administrative capacity are admitted to the award stage of the competition.

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

3.2.B (i) Previous Experience

All Tenderers must declare by way of ESPD that they have the requisite experience and ability to provide the Goods in accordance with the requirements set out below.
Tenderers must, upon request by the Contracting Authority, provide details of three (3) examples of contracts with information as detailed in Table 6 below in the three years prior to the Tender Deadline (or where the date of establishment is more recent for each year the Tenderer has been established) **in respect of each Lot for which they submit a Tender**.

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

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

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

Table 6: Example Contract

Contract	
Customer Organisation Name	
Referee Name	
Position	
Contact Number	
Email Address	
Contract Start Date, Term and Completion date (if completed)	

Details including description of the goods and services supplied, including numbers and types of equipment and customers on site and number of geographical locations	
What Lot(s) is this contract relevant to?	
Delivery area and number of delivery locations	
Detail the relevance of this example contract to the requirements described in this RFT	
Value of Contract Per annum (for information purposes only)	

3.2.B (ii) References

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

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

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

3.2.B (iii) Delivery and Logistics Capability

Tenderers must demonstrate that they have:

- the existence of an established delivery and supply model;

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

Tenderers must, when requested by the Contracting Authority, provide evidence of a **logistics and delivery capability** covering each of these aspects for multi-site public sector clients.

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

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

3.2.B (iv) Contract Management and Customer Support

Tenderers must demonstrate that they have:

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

Tenderers must, when requested by the Contracting Authority, provide evidence of a **Contract Management and Customer Support** system covering each of these aspects for multi-site public sector clients.

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

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

3.2.B (v) Invoicing and Financial Administration Capability

Tenderers must demonstrate that they have:

- the ability to issue clear and itemised invoices aligned to purchase orders;
- capability to manage invoicing across multiple locations;
- processes for invoice validation and error resolution;

- ability to support both decentralised and consolidated invoicing arrangements.

Tenderers must, when requested by the Contracting Authority, provide evidence of an **Invoicing and Financial Administration Capability** covering each of these aspects for multi-site public sector clients.

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

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

3.2.B (vi) Mobilisation and Transition Capability

Tenderers must demonstrate that they have:

- experience of mobilising services across multiple locations;
- ability to manage transition from incumbent suppliers;
- If applying for the Paper and/or Personal Hygiene Lots, detail the proposed approach to managing the transition of dispenser systems, including the removal and disposal of existing dispensers (where required), installation of new dispensers, transition timelines, customer support arrangements, and measures to minimise disruption to end users during the transition period.
- proposed approach to rollout and implementation across Framework Clients;
- indicative mobilisation timelines;

Tenderers must, when requested by the Contracting Authority, provide evidence of a **Mobilisation and Transition Capability** covering each of these aspects for multi-site public sector clients.

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

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

3.2.B (vii) Supply Chain Capability

Tenderers must demonstrate that they have:

- the existence of established supply chain arrangements with manufacturers, wholesalers and/or distributors for the products tendered;
- the measures in place to manage supply chain disruptions, shortages and other supply risks;

- the availability of alternative sources of supply and business continuity arrangements for critical products;
- the processes used to monitor supplier performance, product availability and stock levels;
- the arrangements in place to ensure product traceability, quality assurance and compliance with applicable standards and legislation.

Tenderers must, when requested by the Contracting Authority, provide evidence of a **Supply Chain Capability** covering each of these aspects for multi-site public sector clients.

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

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

Reliance on Third Party Resources (Technical)

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

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

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

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

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

Tenderers Note:

By signing all the required parts of the self-declaration in the ESPD, the Tenderer is declaring that they will be able to produce the necessary documentation upon request by the Contracting Authority.

Documentary evidence of economic and financial standing is **not required** at this stage of the Competition. Instead, Tenderers are asked to declare that they meet the minimum standards required by the Contracting Authority and Tenderers must provide the supporting documentation specified above without delay when request by the Contracting Authority.

3.3 AWARD CRITERIA

3.3.1 The Framework Contract for each lot will be awarded on the basis of the most economically advantageous tender(s) as identified in accordance with the following criteria:

1. Qualitative Award Criteria for all Lots

Tenderers must address each of the award criteria in the relevant sections in the Appendix 1A Tender Response Document.

Page Limit

Tenders should note the award criteria page limit as stated in table 8 "Qualitative Award Criteria" below. This is measured by the number of A4 single side sheets used in Arial font with minimum font size 11 and minimum margins of 1.5cm. Where 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. The page count stated in Table 8 "Qualitative Award Criteria" of this RFT refers to the page count for the TRD only. Any content above the page count limit will not be read or evaluated. If tenderers include any appendices within the TRD, the page count limit does not increase. All requested appendices should be submitted as separate documents and adhere to the appendices page limit stated in the award criteria of this RFT. Requested appendices that are attached as separate documents will not be included in the page count limit of the TRD. Any appendices or documents attached as part of a response, except those requested

in the RFT, will not be read or evaluated. Tenderers should not make any additions to the TRD such as introductions or executive summaries as these will not be read or evaluated.

One Tender Response Document submission is required and must address all Lots applied for in this Competition. Where a Tenderer considers an increase in the page limit necessary, this request should be submitted as early as possible after the publication of the RFT via etenders. Any request to increase the page limit will be discussed with the Framework User Group and a consensus decision reached which will be communicated to Tenderers.

The qualitative responses to the Award Criteria in Table 8 "Qualitative Award Criteria" shall be scored initially out of 5 according to the following scoring matrix in Table 7 "Scoring Matrix":

Table 7 - Scoring Matrix	
Scoring Indicator	**Score**
An **excellent** 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.	5
A **good** 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.	4
A **satisfactory** 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.	3
An **average** 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.	2
A **poor** 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.	1

No response or response completely fails to address the criterion under consideration.	0

The initial raw score out of 5 for each question shall then be multiplied by the relevant Weighting specified in Table 8 "Qualitative Award Criteria" to generate a weighted score (the marks awarded) for that question.

Table 8 - Qualitative Award Criteria				
Quality Award Criteria	**Weighting**	**Maximum Marks Available**	**Minimum Marks Required to Pass**	**Maximum Page Limit**
Sustainability and Green Public Procurement Measures	**20**	**100**	**60**	**20**
Total Qualitative Marks		**100**		

For each Lot applied for in this Competition, Tenderers are required to achieve the Minimum Weighted Mark for the qualitative criterion in order to pass to the next stage of the Competition for the Lot.
Tenderers must achieve a minimum weighted score of 3 ("Satisfactory") in this criterion to pass and have Cost evaluated.
Tenderers who fail to achieve the Minimum Weighted Mark (3) in Qualitative Award Criteria will be eliminated from the Competition for that Lot and shall not be evaluated for Cost for that Lot.
Tenderers that achieve the required Minimum Weighted Marks or above in the criterion for the associated Lot will be evaluated under the Cost Award Criterion for that Lot (see Table 9 "Cost Award Criterion for each Lot" below).

2. Cost Award Criterion for each Lot

Table 9 - Cost Award Criterion for each Lot (all-inclusive price)

Award Criteria	Maximum Marks Available
Ultimate Cost	**900**
Total Qualitative & Cost Marks	1,000

How Ultimate Cost is calculated:

For all Lots, Tenderers must be in a position to supply 100% of the Products listed within the Lots in Appendix 2 Pricing Schedule and must submit a Unit Price for those Goods.

Failure to insert a unit price for 100% of the Products will, in accordance with section 2.2 (Compliant Tenders) of Part two, render the Tender non-compliant and the Tender will be eliminated from the Competition.

The unit price must be inserted in the space provided in the Pricing Schedule at Appendix 2. In accordance with section 2.10.2 of Part two, Tenderers are reminded that the unit price for each of the Products must be all-inclusive (including but not being limited to shipping, packaging, delivery, insurance, ancillary costs, all services in Appendix 1, and all other costs/expenses and a fixed price.

We have recognised the fact that not all dimensions are common for all products and so where applicable we have allowed for a range of sizes, volumes, quantities, etc. within the product specifications. All of the cells coloured blue must be completed to allow for each product be evaluated correctly.

Methodology for awarding marks for Ultimate Cost.

The Tenderer whose Ultimate Cost is the lowest shall be awarded the maximum marks available (900 marks) under this award criterion for the associated Lot. Other Tenderers Ultimate Cost shall be marked relative to the Tenderer offering the lowest Ultimate Cost for that lot, using the following formula:

$$\frac{\textit{Maximum marks available (900 marks) X Lowest Ultimate Cost}}{\textit{Ultimate Cost under evaluation}}$$

Overall Scores

Tenderer's scores for Qualitative and Ultimate Cost for the associated Lot, will be added together to arrive at a total score out of the maximum score (1,000) available.
Tenderers will be ranked from highest to lowest, based on their total scores.

Subject to the Lot limit and Lot preference, the highest-ranked Tenderer will be the preferred Tenderer (the "**Preferred Tenderer**") for the Lot.

Tie Break Rule

In the event that there is a tie in the highest ranked Overall Score for a relevant Lot, the following tiebreak approach will be adopted:

I. The Tenderer who has been awarded the highest overall marks for the Qualitative Award Criteria element (i.e. non-cost related element) of their Tender will be deemed to be the higher ranking;
II. Where a tie still remains, the Tenderer awarded the highest score for the Price element of its Tender shall be ranked higher.
III. Where a tie remains, the Tenderer demonstrating the highest level of compliance with the Green Criteria as declared in Appendix 2 – Green Criteria Response shall be ranked higher.
IV. Where a tie still remains after the application of the above criteria, the Contracting Authority reserves the right to determine the ranking by way of a transparent random selection process, the details of which shall be recorded in writing.

Operation of the Framework: Call Off Mechanisms

Tenderers must indicate their order of preference for appointment to Lots in the TRD.

The highest ranked tenderer for each Lot post Evaluation will be offered a supplies Framework Contract subject to their Lot preference and the maximum award of Lots as detailed above. Framework Clients will draw down from the Framework via a Notification to activate Goods Form as per schedule E of this RFT.

3.3.2 Subject to paragraphs 2.1 (Important Notices) and 3.5 (Standstill Period) of this RFT, award of the Framework Contract for each Lot to the highest ranked Tenderer (as determined by paragraph 3.3.1) will be conditional upon:

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

(b) the evidence specified at paragraph 3.3.2(a) above demonstrating that each entity concerned meets the Selection Criteria and the compliance requirements specified at paragraph 3.1 above.

3.4 PRESENTATION OF PROPOSALS

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 STANDSTILL PERIOD

3.5.1 In circumstances where the European Communities (Public Authorities' Contracts) (Review Procedures) Regulations 2010 (Statutory Instrument 130 of 2010), as amended by the European Communities (Public Authorities' Contracts) (Review Procedures) (Amendment) Regulations 2015 (Statutory Instrument 192 of 2015) and the European Communities (Public Authorities' Contracts (Review Procedures) (Amendment) Regulation 2017 (Statutory Instrument 327 of 2017) apply, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition ("Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

3.5.2 Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 RETURN OF SIGNED FRAMEWORK CONTRACTS

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

3.6.2 Where the signed Framework Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at paragraph 3.6.1 then the Contracting Authority may proceed to award the Framework Contract to the next highest-ranked Tenderer in accordance with paragraph 3.6.1 above.

Appendix 1: Requirements and Specifications

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

Tender responses must be completed in the FCL033F Appendix 1A Tender Response Document, available separately for download on www.etenders.gov.ie.

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

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

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

Introduction

The current Framework Contract expires on the 31 May 2027. It is anticipated that the replacement Framework Contracts will be awarded during Quarter 1, 2027 to ensure successful transition from the existing framework prior to its expiry and to ensure minimum disruption for clients and continuity of supply of the Goods.

Overview of Requirements and Specifications

The specifications provided in this Appendix are general minimum specifications only that represent the typical nature and requirements that may arise for the provision of Cleaning Supplies, Paper, Personal Hygiene & Period Equality Products.

The service specifications listed below reflect all PSBs, including Healthcare Settings.

The Cleaning Supplies, Paper, Personal Hygiene & Period Equality Products to be purchased under this Framework must at a minimum meet and / or exceed the specification as listed in this Appendix 1 Requirements and Specifications and Appendix 2 Pricing Schedule. Samples of products may be sought post evaluation stage and may be trialled in an operational environment.

Samples of products forwarded during the 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 products that do not match these minimum standards.

Any proposed change of products by Framework Members from the product approved list must be communicated to the participating Framework Clients and the OGP within a reasonable period before the proposed change, complete with appropriate documentation and /or samples, and may not be implemented by the Framework Members without express consent from Framework Clients and the OGP.

While the Products as listed in the Pricing Schedule are a reflection of the main specification requirements, Framework Clients may at different times require a variation of these main products, for example in terms of size, pack quantity / colour. 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 Products.

In Scope:

In scope Cleaning Supplies Paper, Personal Hygiene & Period Equality Products required under this Framework are outlined in Appendix 2: Pricing schedule and fall under the following headings:

- Cleaning Supplies;
- Paper Hygiene Products;
- Personal Hygiene Products;
- Floor Cleaning Products;
- Kitchen Cleaning Products;
- Laundry Cleaning Chemical Products;
- Housekeeping Products;
- Washroom Products;
- Waste Disposal Products i.e. refuse sacks;
- Period Equality Products

Out of Scope:

- Clinical and Medical Cleaning Supplies;
- Clinical Hand Hygiene products;
- Clinical Paper Hygiene;
- Clinical Disposables;
- Uniforms;
- Footwear;
- Catering Consumables;
- Personal Protective Equipment (Heavy Duty)
- Light Electrical Equipment;

Products/Goods covered under existing/other OGP Frameworks may not be purchased under this Framework. This includes, but is not limited to, Personal Protective Equipment (Heavy Duty), Light Electrical Goods, and Catering Disposables etc.

1 Governing Legislation and Standards

This includes, but may not be limited to:

- REACH Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, as amended.
- Commission Regulation (EU) 2022/477 amending Annexes VI to X of REACH.
- CLP Regulation (EC) No. 1272/2008 on the Classification, Labelling and Packaging of Substances and Mixtures, as amended.
- Detergents Regulation (EC) No. 648/2004, as amended.
- Biocidal Products Regulation (EU) No. 528/2012, as amended.
- Regulation (EC) No. 1223/2009 on Cosmetic Products, as amended.
- Directive 75/324/EEC on Aerosol Dispensers, as amended.
- European Union (Packaging) Regulations 2014 (S.I. No. 282 of 2014), as amended.
- Waste Management Acts and associated Regulations, as amended.
- Directive (EU) 2019/904 on the reduction of the impact of certain plastic products on the environment (Single Use Plastics Directive),and associated Irish implementing legislation.
- Regulation (EU) No. 10/2011 on plastic materials and articles intended to come into contact with food, and associated Irish implementing legislation.
- Safety, Health and Welfare at Work (Chemical Agents) Regulations and associated amendments. European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) Regulations and associated amendments.
- Chemicals Acts 2008 and 2010.
- Council Regulation (EU) 2022/576 concerning restrictive measures relating to Russia and any subsequent sanctions applicable to public procurement.
- ISO 9001:2015 – Quality Management Systems.
- ISO 14001:2015 – Environmental Management Systems.
- ISO 45001:2018 – Occupational Health and Safety Management Systems.
- ISO 14024:2018 – Environmental Labels and Declarations (Type I Environmental Labelling).
- ISO 26000 – Guidance on Social Responsibility.
- Eco-Management and Audit Scheme (EMAS) pursuant to Regulation (EC) No. 1221/2009.
- Forest Stewardship Council (FSC) Certification, or equivalent.
- Programme for the Endorsement of Forest Certification (PEFC) Certification, or equivalent.
- EU Ecolabel Certification, including applicable product-specific criteria.
- OEKO-TEX® Standard 100 Certification, or equivalent.
- Cradle to Cradle Certified® Product Standard, or equivalent.
- EcoVadis Sustainability Rating, or equivalent third-party sustainability assessment methodology.

Over the Term of the Goods Contract, Framework Members must adhere to changes in legislative specification standards for the Goods provided. Also, Framework Members must notify the OGP and Framework Clients of any relevant legislative changes.

2 GPP Criteria

Under the Government Climate Action Plan 2025 (CAP25), Circular 20/2019 "Promoting the use of Environmental and Social Considerations in Public Procurement", and Circular 17/2025 "Updated Green Public Procurement Instructions for Public Sector Bodies", all Government Departments and Public Sector Bodies aim to reduce the environmental impact of public procurement. Framework Clients aim to procure products which conform, where appropriate, to Irish Green Public Procurement (GPP) criteria. The GPP approach includes:

- The provision of Technical Specifications on Products Supplied (TS1)
- The provision of Technical Specification for Disposable Paper Products Supplied (TS5)
- Use of ecolabelled cleaning products (AC1.1)
- Use of undiluted cleaning products (AC1.2)
- Environmental Management measures (TS1)
- Use of microfibre products (TS2)
- Training of staff/users (TS4)
- Reduction in usage and packaging by environmentally conscious cleaning methods;
- Reporting and environmental audits (CPC1)
- Driver training (CPC2)

Disposable paper products tendered must meet at least one of the following requirements:

1. Manufactured from 100% recycled fibres; and/or
2. Certified under FSC, PEFC, the EU Ecolabel or an equivalent third-party certification ensuring legal and sustainable sourcing of fibres.

For all Products tendered, Tenderers must indicate in their Appendix 2 Pricing Document submission if the Product tendered conform to GPP criteria and provide a rationale for the same.

On request, Tenderers must submit, for all products tendered, an explanation of their purpose, correct usage and the measures taken to identify and limit the environmental impact of usage. This may be in the form of a product technical data sheets, user instructions, maintenance instructions, or any other relevant documents. This may include (for example) the use of products which carry a third-party ecolabel, concentrated undiluted products, or use of recycled, reusable or recyclable packaging.

https://www.epa.ie/publications/circular-economy/resources/Irish-GPP-Criteria-Indoor-Cleaning.pdf

3 Environmental Management

To promote Environmental Considerations including the Circular Economy initiative and promote the reduction, reuse and recycling of packaging waste, the Framework Members shall indicate, if and when required by the Framework Client, whether they are able to provide:

- Waste Packaging Collection/Recycling of products supplied (including collection of discarded dispensers, empty containers etc.);
- Paper Waste Collection and Recycling.

Where these services can be provided, they are to be provided at no additional cost to Framework Clients. Framework Members shall work with the OGP and Framework Clients to identify and promote innovative and eco-friendly products as they become commercially available (super concentrates, cost in use products, automatic dispensers etc.), identify and promote cost reduction and waste reduction and ensure sustainability is a key consideration under the delivery of products under this Framework. Framework Members may present proposals to the OGP to incorporate these new products.

Framework Members shall identify opportunities to improve supply chain resilience through the development of regional and European supply sources and shall discuss such opportunities during contract review meetings where relevant.

Framework Members shall also work with the OGP to provide information and promote the following initiatives:

- Reduction of carbon footprint;
- Waste reduction and management e.g. reduction in packaging materials;
- Information support and promotion of sustainable products;
- Reduce, reuse, and recycle initiatives.

Where required by Framework Members, the Contractor shall provide additional sustainability-related data associated with the goods and services supplied, including but not limited to:

- Product or service-level greenhouse gas emissions data;
- Carbon footprint information attributable to the contract;
- Environmental impact metrics;
- Sustainability classifications or reporting identifiers;
- Any carbon reporting information capable of being exchanged through PEPPOL, EN 16931 extensions, CIUS specifications or other approved digital reporting mechanisms.

The Contractor shall maintain records supporting any carbon or sustainability information supplied and shall provide such information in a verifiable and auditable format upon request.

The Contractor shall ensure that its invoicing systems, service providers and business processes remain compliant with applicable PEPPOL, EN 16931, CIUS, VAT, sustainability reporting and digital reporting requirements throughout the duration of the contract.

4 Waste Management / Waste Prevention

The Contractor must collect any packaging from Framework Client's location in line with S.I. No. 282/2014 - European Union (Packaging) Regulations 2014.
The Contractor is required to provide products packaged in a form that reduces waste to a minimum, while still ensuring the safety of the product during the delivery. Packaging materials should be recyclable at the point of use and if requested by the Client, 'Polystyrene packaging inserts' which are non-recyclable, must be removed either prior to the delivery being shipped to the Client's location or during the delivery to the Client's location.

4.1. General Waste Prevention

The Contractor must implement a plan for reducing the generation of waste in accordance with the waste hierarchy of Waste Framework Directive 2008/98/EC. The plan must at least include:

1. Developing a waste inventory: this means surveying all areas and processes to identify types and sources of waste generation;
2. Reducing waste in the procurement of disposable and consumable goods.

This means:

- Selecting the appropriate packaging (format, protection, preservation, etc.);
- Selecting recyclable packaging where possible. Recyclable packaging includes compostable packaging;
- Avoiding items with unnecessary or excessive secondary packaging;
- Returning packaging for reuse when possible.

Tenderers/Successful Tenderers must supply a waste prevention plan and a list of disposable and non-disposable items that will be used in the execution of the contract. This must include information about the material disposable items are made of, indicating if they are recyclable or compostable in accordance with EN13432.

4.2. Recycling and Residual Waste

The Contractor must ensure correct separation of waste and recycling according the requirements of local collection services. This includes avoiding contamination of recycling streams and providing clear instructions / receptacles to promote accurate segregation of waste and recycling by all staff and customers. A record of the volume of residual waste must be kept and reduction targets may be progressively introduced over the lifetime of the Framework Contract, with the Contractor being responsible for ensuring these targets are met.
Tenderers/Successful Tenderers must submit a statement regarding their understanding of the waste and recycling collection services available at the relevant site(s), the type of receptacles that will be used to collect and store different waste streams, and how compliance by staff and Clients will be ensured.

5 Responsible Business Conduct

Responsible business conduct (RBC) sets out an expectation that all businesses – regardless of their legal status, size, ownership or sector – avoid and address negative impacts of their

operations and across their supply chain, while contributing to sustainable development in the countries where they operate / conduct business activity.

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

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

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

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

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

5.1 Supply Chain

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

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

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

- Details of the manufacturers, distributors and key suppliers used in the provision of the Goods;

- The location(s) of manufacturing facilities and distribution centres supplying products under the Framework;
- Details of key raw materials and components used in the manufacture of products supplied under the Framework (e.g. pulp and paper fibres, plastics, chemicals, non-woven materials, cotton, cellulose and packaging materials), opportunities to source products, components and raw materials from European Union supply chains or from supply chains that strengthen security of supply.
- Where reliance is placed on third-party manufacturers, suppliers or distributors, details of the duration and expiry dates of relevant supply agreements, where available;
- Details of supply chain dependencies and critical suppliers, including lead times for replenishment and delivery;
- Details of contingency arrangements and alternative sources of supply in the event of supply chain disruption;
- 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 FCL033F Appendix 1B Responsible Business Conduct document.

5.2 Green Procurement

In line with the Climate Action Plan 2024 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 the successful tenderer(s) to propose alternative environmentally friendly and sustainable solutions with characteristics including but not limited to:

- Products sourced from sustainable and certified sources that promote good environmental practices and address social and ethical considerations;
- Products carrying recognised environmental certifications, including EU Ecolabel, FSC, PEFC, OEKO-TEX®, Cradle to Cradle Certified® or equivalent;
- Reduced-plastic, plastic-free, reusable, refillable or recyclable product and packaging solutions;
- The reduction of single-use plastic content in products, packaging and consumables;
- Products containing recycled or sustainably sourced materials;
- 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.

Environmental Management Measures

Tenderers/Successful Tenderers 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/Successful Tenderer(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/Successful Tenderer(s) must provide the environmental policy showing the commitment to achieve this objective, together with the certificate issued by the certification body.

5.3 Social Considerations

Successful Tenderers must work with Framework Clients to support awareness and education initiatives relating to the sustainable use of cleaning products, waste reduction, recycling, personal hygiene, period equality and other responsible consumption initiatives relevant to the Goods supplied under the Framework.

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

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

implemented processes that mitigate against risks associated with the supply of products, human trafficking in the recruitment, selection, and hiring of workers.

6 Continuity of Supply

From the commencement of the date of this contract, and throughout the life time of this contract, Framework Members must ensure continuity and reliability in service delivery at all time, without any disruption of services to clients. Framework Members must have a robust back-up system that adequately deals with any unforeseen circumstance occurring, such as a manufacturing facility being unable to manufacture and deliver the products (for whatever reason) in accordance with the delivery time specified above in section 7 – Delivery of Products of this Appendix 1.

7 Delivery of Products

Delivery of all Products under this Framework will normally be required between the hours of 08:00 and 17:00 (Monday to Friday) as defined by individual Framework Client requirements. Deliveries may be required outside of these hours, as well as on Saturdays, Sundays and Public Holidays and Framework Members must be in a position to provide delivery as may be required by the Client.

As part of delivering requirements, the Framework Members personnel will be expected to load and unload products from vehicles, and may also be requested to load and unload products into and out of the trolleys, as well as placing the trolleys in designated locations within the Framework Clients' sites, to suit each sites requirements.

Where restrictions apply to certain sites e.g (Irish Prison service, Department of Defence etc.) these will be relayed to the provider by the Framework Client and agreed at order placement.

In order to meet the demands of limited storage space within some Framework Clients premises, order delivery times must not exceed two (2) working days from the date of order placement where that order has been placed before 12 Noon.

In the event of an emergency request being received, Framework Members will ensure that such a request will be given an urgent delivery priority rating and be delivered in a mutually agreed delivery time. Such requests will only be placed with the authorisation of the appointed staff member of the Framework Client.

Framework Members shall ensure that all deliveries to a Framework Client must adhere to the following protocol:

- A signature from a representative of the Framework Client is obtained for each delivery, if required;
- The Framework Member shall provide proof of delivery to the Framework Client, in the event of a query, when required
- No deliveries shall be left unattended either inside or outside of any building;
- The Framework Member shall be responsible for all mechanical off-loading, lifting or moving equipment, if required;

- The Framework Member shall provide, where required, bulk deliveries of products such as pallets of paper;
- The Framework Member shall provide, and remove, all pallets containers and cages, as required;

7.1. Transport Plan

The Contractor must implement a transport plan to minimise greenhouse gas and air pollutant emissions of the vehicles used in the service, taking into account route optimisation, the load transported, the last mile problem, and, if economically feasible, the technologies listed in response to Award Criterion regarding "Reduction of transport emissions through logistics and route planning".

Tenderers/Successful Tenderers must provide a transport plan to minimise greenhouse and air pollutant emissions associated with this Framework Contract.

7.2 Minimum Order Value

To support the reduction of emissions arising from the transportation of Goods under the Framework Contract, a **minimum order value of €100 (excluding VAT)** shall apply.

Tenderers shall specify in Appendix 2: Pricing Schedule the delivery charge that will apply to orders below the minimum order value of **€100 (excluding VAT)**. The delivery charge for orders below the minimum order value shall remain fixed for the duration of the Framework Contract.

No delivery charges shall apply where:

- The total value of a delivery falls below the minimum order value due to Goods being left short on the delivery;
- Goods left short on a delivery are subsequently dispatched to complete the original order;

8 Product Specifications

8.1 Fitness for Use

Framework Members will be required to supply the products in Appendix 2 to the specifications required under the Framework for the term of the Framework and the term of any Contract arising from this Framework.

Tenderers must provide the original manufacturers name and their part number or product name and (where applicable) the brand to be used so as to prevent unauthorised substitution.

All products supplied under this Framework must be fit for purpose, of a quality acceptable to the OGP and Framework Clients and must comply with all national and international regulations as applicable.

If at any time during the Contract Period the quality of any products found not to be to the appropriate standard, the Framework Member shall provide a substitute item acceptable to the

Framework Client at no additional cost. The Framework Member will also be responsible for the collection of all rejected products and associated credits for same.

8.2 Biocidal Product / Biocides

Products in the Biocidal category are known as biocidal products (or biocide) and can be a pesticide or an antimicrobial containing or generating an active substance(s) that is used to prevent or control various types of harmful or unwanted organisms. Such biocidal products include disinfectants, preservatives, insect repellents, rodenticides, and insecticides. Biocidal product means (Regulation (EU) 528/2012: https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:02012R0528-20220415):

"— any substance or mixture, in the form in which it is supplied to the user, consisting of, containing or generating one or more active substances, with the intention of destroying, deterring, rendering harmless, preventing the action of, or otherwise exerting a controlling effect on, any harmful organism by any means other than mere physical or mechanical action,

— any substance or mixture, generated from substances or mixtures which do not themselves fall under the first indent, to be used with the intention of destroying, deterring, rendering harmless, preventing the action of, or otherwise exerting a controlling effect on, any harmful organism by any means other than mere physical or mechanical action."

Irish law (Statutory Instrument 427/2013 European Union (Biocidal Products) Regulations) 2013) requires that all biocidal products must be on the Department of Agriculture, Food and the Marine (DAFM) biocidal products register and be permitted for use before they can be placed on the Irish market, made available on the Irish market or used. DAFM maintains the Biocidal Products Register, in two parts, Biocidal Products Register – notified products and Biocidal Products Register – authorised Products. The Registers can be accessed at https://www.pcs.agriculture.gov.ie/registers/biocidalproductregisters/. Only notified or authorised biocidal products listed on these registers and permitted for use are legal to market and use in Ireland.

Each biocidal product registered by DAFM carries a unique registration number specific to that particular biocidal product. **All biocides must carry a "PCS"** (Pesticides Control Service), "IE/BPA" (Irish Biocidal Product Authorisation) or an "EU" registration number on the label. If the biocidal product label does not contain any of these number formats it will be deemed non-compliant and the tender submission will be eliminated.

Tenderers are required, for each biocidal product tendered, to complete columns O & P in the Appendix 2 Pricing Schedule.

- In column O, for notified biocidal products insert the PCS number, or for authorised biocidal products insert the IE BPA or EU number.

- In column P, provide a link to the biocidal product on the DAFM register, clearly indicating that the product is permitted for marketing and use and is not subject to revocation.

Only biocidal products which are on a DAFM biocidal product register, with a valid PCS, IE/BPA or EU number and are permitted for marketing and use by the tender deadline of 29th October 2026, are permitted to be included in a tender submission.

In the event that a biocidal product notification or authorisation is revoked after the 29th October 2026, and where the revocation date and use by date occur simultaneously the Framework member must accept the return of all such biocidal products and refund the Framework Client in full, including the cost of collecting the biocidal products. Where the revocation date and the use by the date are not occurring simultaneously, the Framework Client may use the remaining biocidal products until the last permitted date of use or request the Framework Members to accept the return of all such biocidal Products and refund the Framework Client in full, including the cost of collecting the product.

At all times during the tender process and the life of the Framework Agreement, it is the Framework Members' responsibility to ensure all biocidal Products tendered and supplied comply with the requirements of this RFT and all relevant legislation. If Products are supplied that are subject to the Biocidal Product Regulations and have not been registered as such with DAFM the Framework Member shall be held liable.

8.3 Product Substitutions and Additions

No (i) Goods addition, (ii) substitution, (iii) change in pack size, or (iv) changes to the product specification is/are allowed by the Contractor unless agreed (in writing) in advance with the Contracting Authority and in accordance with the procedures in this section.

Any proposed substitution of any Good must be notified to and agreed in writing in advance with the Contracting Authority and include a copy of the product specification.
In the event of a product being proposed for substitution by the Contractor due to it being discontinued by a manufacturer then a letter (from the manufacturer) must be submitted to the Contracting Authority stating their (manufacturers) reasons for discontinuance as part of the Contractor’s proposal.

The Contracting Authority reserves the right to determine the timing and frequency of reviews of the Product List. Unless otherwise required due to legislative changes, product safety issues, product discontinuation, supply continuity risks or other exceptional circumstances, requests for product additions, substitutions and withdrawals will normally only be considered during defined review periods determined by the Contracting Authority. Any proposed changes may be subject to consultation with relevant Framework Clients and end users and may only be implemented following written approval from the Contracting Authority.

In the event of a product being proposed for substitution by the Contractor due to there being a sustainable alternative then a proposal must be submitted to the Contracting Authority stating the sustainable benefits as part of the Contractor's proposal.

The substituted Good must, at a minimum, meet or exceed the product specification, technical merit and functional characteristics of the Good which the Contractor seeks to change or substitute. Any such amended Goods must be equal to or of superior quality or a sustainable alternative to that of the Good that is being replaced. Furthermore, any such amended Good must meet the Specifications required in this Appendix 1 (Requirements and Specifications) and Appendix 2 (Pricing Schedule), and the prices charged for such substitute Good **must not** exceed the original price tendered for the Good.

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

- are necessary,
- are unavoidable,
- are a more sustainable alternative.

Any proposed substitution of any Good must be notified to and agreed in writing in advance with the Contracting Authority/Framework Client.

Written notice of any proposed substitution must be provided to the Contracting Authority/Framework Client with a minimum of fourteen (14) working days' notice of any proposed change. A response to the proposed substitution will be issued in writing by return.

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

Goods specifications as detailed in Appendix 1: Requirements and Specifications and in Appendix 2: Pricing Schedule may be amended during the term of the Framework Contract, if required by the Contracting Authority or Framework Clients including but not limited to where there are changes in legislation or Product Standards.

Addition and/or removal of products may be made to the Product List to reflect the Framework Client requirements. **For the avoidance of doubt, new products may be added to the Product List during the Term of the Framework Contract as required**. Where new products are added, the price will be agreed with the relevant Contractor in advance and may be increased/decreased only on the first and subsequent anniversaries of the Framework Contract and and then only by the percentage by which the relevant price index has increased or decreased in the edition of the Index published by the relevant authority most recently prior to

that anniversary. Goods may be removed from the Product List by the Contracting Authority without prior notice to the Contractor.

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

8.4 Product Recall

In the event of a Goods recall, advice and/or alert to the Framework Client, the Contractor must have a written procedure in place for identifying the Goods, advising and/or alerting the delivery locations, removing from the delivery locations all Goods that are subject to a Goods recall, and offer replacement/alternative Goods. The implementation of these procedures shall result in no extra cost and minimum disruption to the delivery locations. The Contractor acknowledges and agrees that if the Goods recall and Framework Client advice and/or alert procedures proposed do not meet the Framework Client's requirements, the Framework Client reserves the right to prescribe Goods recall, advisory and/ or alert procedures to be adopted by the Contractor. All Goods recalls must be notified immediately to each delivery location affected and to the Framework Clients.

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

8.5 Period Equality Products

The Framework shall support the provision of a broad range of Period Equality Products to meet the diverse needs of Framework Clients and end users. Products include, but are not limited to, disposable sanitary pads, reusable sanitary pads, tampons, menstrual cups and any other period care products approved by the Contracting Authority.

As detailed in Appendix 2 Pricing Document, Framework Clients may procure products through a variety of distribution methods, including bulk supply, individual packs, starter packs, welfare packs, dispenser-based solutions and other methods appropriate to the needs of the end user population.

Tenderers shall be capable of supplying, installing and maintaining, where required:

- Coin-free dispensing units;
- Countertop or wall-mounted dispensers;
- Bespoke storage or distribution units;
- Educational and awareness materials;
- Associated maintenance and replenishment services.

All costs associated with the supply, installation, maintenance, replacement and removal of dispensing or storage units shall be included within the Tendered rates unless otherwise stated.

Product Safety and Compliance

All Period Equality Products supplied under the Framework shall:

- Be safe, fit for purpose and suitable for prolonged personal use;
- Comply with all applicable Irish and EU legislation, including REACH Regulation (EC) No. 1907/2006, where applicable;
- Be free from substances prohibited or restricted under applicable legislation;
- Be manufactured in accordance with recognised quality management and product safety standards;
- Be supplied with appropriate product information and instructions for use;
- Include evidence of relevant testing, certification or conformity assessment where requested by the Contracting Authority.

When requested by the Contracting Authority and Framework Clients, Tenderers shall provide details of the relevant certifications, quality standards, safety testing or environmental credentials applicable to the products offered.

Sustainability Requirements

Framework Clients are encouraged to support sustainable consumption and waste reduction. Tenderers should therefore offer products and solutions that support environmental and circular economy objectives, including:

- Reusable period products such as menstrual cups and reusable sanitary pads;
- Products manufactured using responsibly sourced, recycled or renewable materials;
- Plastic-free or reduced-plastic alternatives where suitable;
- Recyclable, reusable or compostable packaging;
- Products carrying recognised environmental certifications, including FSC, PEFC, EU Ecolabel or equivalent;
- Products manufactured by organisations operating environmental management systems such as ISO 14001 or equivalent.

Awareness, Education and Engagement

Recognising that Period Equality extends beyond product provision, Tenderers must be capable of supporting the Contracting Authority and / or Framework Clients through awareness and engagement initiatives.

Such supports may include:

- Educational materials and user guides;
- Period health and wellbeing information resources;
- Awareness campaigns and promotional materials;

- Support for Period Equality awareness days, wellbeing weeks and inclusion initiatives;
- Information sessions, workshops or webinars;
- Guidance on sustainable period product options and responsible disposal practices.

Tenderers should outline any additional initiatives, resources or promotional supports available to Framework Clients that help reduce stigma, improve awareness and encourage equitable access to period products.

Continuous Improvement

The Contracting Authority and Framework Clients may require periodic review meetings with Framework Members to discuss:

- Product innovation;
- Sustainability improvements;
- New Period Equality product developments;
- Opportunities to reduce waste and environmental impact;
- Educational and awareness initiatives;
- Customer and end-user feedback;
- Continuous improvement opportunities throughout the term of the Framework.

8.6 Dispensers, Trigger Spray Bottles, Dilution Bottles

Where products require dispensing systems, Trigger Spray & Dilution Bottles these must be provided by the Framework Member at <u>no additional cost</u> to the Framework Client. At a minimum, dispensing systems are to be provided free on loan with neither the OGP nor the Framework Client(s) accepting responsibility or charges for any damage to, or loss of, dispensing systems.

All dispensers provided must have washable, wipeable and chlorine resistant surfaces to enable disinfection.

All dispensers provided must be:

- Lockable;
- Have no sharp edges;
- Easily cleaned (no dirt traps);
- Easy to refill/top up.

In addition to providing dispensers:

- The Framework Member may be required to conduct a site audit to determine the exact quantity of dispenser(s) required on site and the lead-in and mobilisation times required for individual sites.
- The Framework Member will be responsible for the installation, maintenance and removal of dispensers (if required) and in agreement with and to the satisfaction of the Framework Client during the term of any Contract awarded.

- Where dispensers require electrical work to be carried out, for example a dispenser needs to be hardwired into a wall, this must be carried out by a qualified electrician, appointed by the Framework Member, unless otherwise specified by the Framework Client.
- Where applicable, Framework Members must be compliant with the provisions of the waste electronic and electrical equipment (WEEE) regulations and the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS) regulations and be able at any time upon request by a Framework Client to provide proof that they are in possession of a valid certificate of registration on the Producer Register Limited (www.producerregister.ie) or equivalent and are fulfilling their obligations under the regulations.
- The Framework Member will be required to develop, maintain and make available at all times an asset register of all dispensers.

Estimated Number of Dispensers per lot – Table 10

Lot Number	Area	Requirement	Estimated number of dispensers
2	Health Organisations	Paper Products	560,000
3	Health Organisations	Personal Hygiene Products	188,000
6	All Client Organisations (apart from Health)	Paper Products	190,000
7	All Client Organisations (apart from Health)	Personal Hygiene Products	63,000

The dispenser volumes set out in Table 10 are indicative estimates only and are provided solely to assist Tenderers in understanding the potential scale of the Framework. The Contracting Authority or Framework Clients does not warrant, represent or guarantee the accuracy, completeness or future occurrence of these quantities.

8.6 Dispenser Transition and Change Management

Tenderers must ensure that any transition from existing dispenser systems is managed through a structured and phased implementation programme designed to minimise disruption to Framework Clients and end users.

The proposed approach should include, where appropriate:

- Site audits and asset mapping to assess existing dispenser infrastructure and compatibility;
- Retention of compatible dispensers and systems where feasible, in order to minimise cost, waste and environmental impact;
- Replacement of dispensers only where necessary to support the proposed solution;
- A phased rollout programme, prioritising high-volume, high-usage and operationally critical locations;
- Alignment of dispenser replacement activities with routine servicing and maintenance schedules, where possible;
- Training and support arrangements for Framework client personnel and end users;
- Transition planning and project management arrangements;
- Measures to ensure continuity of supply and service throughout the transition period
- Arrangements for the environmentally responsible removal, reuse, refurbishment, recycling or disposal of replaced dispensers and associated materials.

When requested by the Contracting Authority and the Framework Clients, Tenderers should clearly demonstrate how their proposed transition approach will minimise operational disruption, maximise value for money and support the environmental and sustainability objectives of the Framework.

9 Product Training

Framework Members must provide suitable training to individual Framework Clients if requested concerning the safe handling, use and disposal for all products supplied. Training can be on site or virtual, subject to the clients preference. Training is to be provided at no additional cost to the Framework Client. Framework Members must have the capacity to provide training to Client staff at a minimum frequency of once every six months.

10 Personnel

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

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

All personnel so engaged shall also be suitably trained in and apply in the performance of all Goods Contracts the relevant public health requirements and guidelines or advice especially in relation to public health disease outbreaks / pandemics, for example, Covid 19 and shall

comply with all Framework Client rules, and / or other rules and recommendations as may be announced by Government.

11 Customer Complaints and Corrective Action

The Contractor must have a formal written procedure for dealing with Framework Clients complaints 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.

In the event that a Framework Client's complaint is of a medical nature then the Framework Client will require a thorough investigation. In the event of a serious nature, the Contractor shall give full access and compliance to any Investigating Authority or Body. If laboratory or medical analysis is required, this shall be undertaken by the Framework Client and charged back to the Contractor.

The results of the Contractor's investigation and resolution/corrective action must be forwarded to the Framework Client in a written report. Investigation results and report (including resolution/corrective action) must be furnished to the Client, within a maximum of 10 working days from receipt of a complaint. The Contractor must document all customer complaints into a complaints log including corrective and preventative actions. This complaints log shall be readily available when requested by the Contracting Authority and/or Framework Client.

12 Goods Evaluation

All Goods supplied under a Framework Contract must be fit for purpose and of a quality acceptable to the Contracting Authority and the Framework Clients.

The evaluation of Tenders in accordance with the Award Criteria set out in paragraph 3.2 above will determine the highest ranked Tender. As part of the evaluation process, the highest ranked Tenderer will be required to provide samples of the Goods for quality appraisal within a specified timeframe. While no marks will be awarded for the Goods Evaluation, the process is intended to provide the Contracting Authority with an opportunity to validate that the Tenderer's proposed Goods are of a standard that provides assurance to the Contracting Authority and the Framework Clients that the Tenderer will deliver the Goods which are fit for purpose. Goods will be evaluated by a representative framework user group (including

representatives on behalf of both the Client and the Contracting Authority) against the specifications in Appendix 1 and Appendix 2 of this RFT to ascertain if the Goods meet the requirements and are fit for purpose. Goods may be evaluated in an operational environment.

Where any of the products submitted fail to meet this required standard, the Tenderer will be required to substitute the Good with Goods of the required standard within a stated reasonable time period as notified by the Contracting Authority in writing at no additional charge. The substituted products, once accepted, will then constitute the sample for the purposes of the Framework Contract and any Framework Contract awarded.

Where the substitute product does not, within a stated reasonable time period as notified to the Tenderer in writing, meet the required standard in Appendix 1 and Appendix 2 of this RFT or is not fit for purpose, the Tenderer may be eliminated from the Competition in respect of that Lot. Where the Goods Evaluation has not been completed to the satisfaction of the Contracting Authority, to the extent that the Contracting Authority has serious reservations over the quality of Goods offered by the Tenderer, the Contracting Authority reserves the right to reject the Tender as non-compliant in respect of that Lot. In these circumstances, the Contracting Authority reserves the right to consider the next highest ranked Tenderer under the competition for the award of the Framework Contract for this Lot. The next highest ranked Tenderer will be required to provide samples of their Goods for quality appraisal to ascertain that the Goods meet the requirements and are fit for purpose.

All cost and expenses incurred by the highest ranked Tenderer relating to the Goods Evaluation will be borne by and are a matter for discharge by the Tenderer exclusively. All Goods must be supplied without charge and all Goods must be supplied at a time and date arranged by the Contracting Authority or the Client. A full and complete specification must be supplied in soft copy for all products to be evaluated. Goods will not be returned.
The Contracting Authority and/or the Client reserves the right to request samples of some or all Goods at any time during the Term of a Framework Contract and prior to signing the Notification to Activate Goods Form (NAGF).
In respect of those Goods that have not been evaluated, the Contracting Authority and the Client reserves the right to reject any Goods supplied but not yet evaluated if they fail to meet the requirements in Appendix 1 and Appendix 2 of this RFT during the Term of the Framework Contract.

13 Specification Data Sheets and Online Catalogue

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

a. A photo of each Good.

b. Contractor product codes – per the Contractor's Tender submission.
c. Descriptions, technical merits and functional characteristics.
d. A price for each Good.

13.1 Online Catalogue

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

13.2 e-Catalogue and Online Ordering Portal

Upon award of the Framework Contract, Framework Members will be required to provide the Office of Government Procurement and Framework Clients with a catalogue of the Goods specified at Appendix 2 of this RFT. The catalogue should be available for the Office of Government Procurement and Framework Clients within two (2) weeks of notification of award of contract. Furthermore, the catalogue must be available electronically and in a PDF format to Framework Clients, at no additional cost to the Framework Client.

In line with the Programme for Government, the Office of Government Procurement and Framework Clients wish to promote a digitised solution associated with the ordering and processing of customer orders. An example of a digitised solution is a supplier managed online catalogue.

The online catalogue will provide the following information:

- Include the unique Office of Government Procurement reference number;
- Description of each Good including pack quantity;
- Contract price per Good expressed in Euro;
- A photograph of each Good;
- Instructions for ordering Good(s);
- Availability of the Good in the catalogue;
- Facility to obtain and download relevant Good information / technical specification information;
- Information on the sustainability and eco-friendliness of Goods(s);
- Information on approved Office of Government price increase and date of approval (if applicable).

The online catalogue must include but not be limited to the following functionality:

- Secure login access for Framework Clients using the catalogue;
- Secure ordering and online payment facility;

- Facility to save orders until the Framework Client wishes to proceed with purchase;
- Ability to update stock/item changes;
- Ability to view the history of all orders (by the Framework Client);
- Some Framework Clients may need the functionality to allow for escalation to line managers for permission to purchase orders of significant value and/or complexity.

The Contracting Authority and Framework Client(s) must be notified of all changes to e-Catalogues and/or Brochures. For the avoidance of doubt any price increase(s) or Goods change(s) must be approved by the Office of Government Procurement.
Framework Members shall provide an online ordering portal for the products. This portal must allow Framework Client(s) staff login 24 hours per day, 365 days a year and allow staff to have control and monitoring of the ordering process.
This online ordering platform shall offer functions, including but not limited to, the following:

- The portal shall be user friendly.
- Technical support shall be provided in getting users set up on the portal, and ongoing support for any issues throughout the Framework Contract Term.
- Framework Client management can be assigned and via the functionality be provided control over sign-off on staff orders.
- Set and Control Employee Allowances: pre-set allowances for employees based on branch, job function, seniority level, etc. The allowance shall be based on euro (€) value, the number of products, etc.
- Over Allowance Approval: For employees who need to go over the allowance for any reason, a simple approval process can be put in place, i.e. overages need to be approved by a manager.
- Anniversary Reset: Program each employee's allowance to reset on a particular time or date, or automatically on the anniversary of a year's usage.
- Framework Clients can process any returns through the portal.

14 Management Information Reporting:

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

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

- Client Account Number
- Framework Client name
- Delivery location
- Eircode
- Lot Number
- Invoice number
- Invoice date
- Product name
- Product description
- Product code
- Quantity of product
- Cost per unit
- Vat/Tax
- Total excluding VAT
- Total including Vat

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

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

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

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

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

14.1 Performance Report

As part of a continuous improvement process the Framework Members shall supply the Contracting Authority and Framework Clients with a Performance Report which must include a set of business indicators that are internally reviewed on a regular basis.

The performance report must cover at a minimum:

i. Number of client complaints received;
ii. Complaint resolution timelines, corrective and / or preventative actions;
iii. Number of on time deliveries and late deliveries;
iv. Number of deliveries in full;
v. Number of back orders;
vi. Number of accurate invoices and inaccurate invoices issued;
vii. Products recalls and resolutions;
viii. Statistics on packaging reduction initiatives;
ix. Staff and client environmental training delivered;
x. The overall percentage (of total Products), value and quantity of green criteria compliant products purchased.

14.2 Key Performance Indicators ("KPIs")

The Contractor shall provide reports on KPIs as required by the Contracting Authority and the Framework Client to ensure that a high level of service and standard of goods and services are maintained in accordance with the requirements in this Appendix 1. These results may be reviewed against the record of complaints experienced by the Framework Client during the Term of the Framework Contract. Reports required may include but not limited to:

- **On-Time Delivery Performance** (deliveries completed within agreed timelines).
- **Order Fulfilment Accuracy** (orders delivered correctly and in full).
- **Product Availability** (stock availability and back-order levels).
- **Complaint Resolution** (time taken to acknowledge and resolve customer complaints).
- **Invoice Accuracy** (invoices issued correctly first time).
- **Product Recall Management** (response times and resolution of product recalls).
- **Environmental Performance** (GPP-compliant products purchased, packaging reduction initiatives and sustainability reporting).
- **Training Delivery** (customer training sessions requested and completed).
- **Catalogue Accuracy** (pricing, stock availability and product information maintained correctly).
- **Responsible Business Conduct Reporting** (annual submission and compliance).

15 Contract Mobilisation

The Contractor must have a comprehensive plan in place for the mobilisation of the Framework Contract and Framework Clients' contracts and it should address the following at a minimum:

- The organisation's Contract Management Structure (with organisation structure chart), individual members, their roles in the mobilisation of the contract and their contact details;
- The Key Account Manager(s), their experience with Contracts of a similar nature and their contact details;
- Identification of the mobilisation internal team staff members who will be handling the day to day running of the contract, their roles, responsibilities and contact details,
- The transport arrangements and logistical resources, their coordinators name(s) and their contact details;
- In the event that sub-contractors will be used, Contractors should include details of procedures that will be in place within the sub-contractors organisation (specific to the individual Lots applied for) as well as their own organisations methodology for ensuring sub-contractors adhere to agreed procedures;
- A detailed plan as to how the Contractor will market the Contract within the Public Sector and what steps will be taken to convert existing contracts that the Contractor may have to the contract once activated;
- A detailed plan to ensure that there is no interruption or disruption caused in the supply of the Goods to existing Clients during the transition phase from the incumbent supplier;
- A detailed plan or approach to be used to conduct initial customer contact/introductions, perform site audits to verify requirements and the measures to be undertaken to ensure Framework Clients' staff are consulted and engaged with to ensure disruption is minimised.

16 Contract Management

The Contracting Authority/Framework Client will have discretion to implement contract management procedures to ensure the supply of Goods in accordance with the specifications set out in this RFT and in accordance with all relevant standards and legislation as applicable.
As part of the contract management procedures, the Framework Client may require the Contractor to attend one meeting per quarter, or more frequently where required, in order to review performance and discuss opportunities for improvement to the service being offered. Specifications for each Framework Client's service levels and KPIs will be provided by the Framework Client once NAGF forms have been signed.
The Contractor shall:

- Provide a dedicated Account Manager / Account Management team assigned to manage, liaise and oversee the Goods Framework Contract;
- Have the Management Information System to be used to support the monitoring of the contract and deliver the reporting requirements of the Contracting Authority and the Framework Clients, addressing (but not limited to) the following: current IT system used, range of data available, upgrade schedule (if applicable) and sample of reports (delivery schedules, back order reports, accounting related reports, etc.);
- Have a clear escalation procedure (including timeframes) to ensure efficient resolution of service issues for the Framework Clients;

- Have a clearly defined set of procedures regarding the processing of a Framework Clients' purchase order and should include (but not be limited to) a confirmation to the Framework Client of order receipt acknowledgement, stock update, specified delivery date, confirmation of delivery date and any access requirements, back order details and delivery dates.
- Provide a high-quality and efficient supply and service to all Framework Clients, including addressing any queries raised by Framework Clients regarding delivery issues, invoicing and billing from notification to resolution;
- Work constructively with all Framework Client staff so as to achieve an efficient and high-quality service, including the engagement with the Framework Client's staff at the initial implementation of the Goods Framework Contract in respect of how orders received will be acknowledged and how delivery will be mutually agreed with the Framework Client;
- Have a comprehensive contingency plan addressing how the Contractor would ensure continuity of supply of all Goods required and uninterrupted continuity of the required service. For example; in the event that a primary manufacturer/ supplier is no longer available to the Contractor and/or in the event of transport delays, and/or in the event of a facility being out of commission due to unforeseen circumstances, and/or in the event of any vehicles being out of commission due to unforeseen circumstances and/or in the event of staff absences;
- Ensure a high standard of service by means of appropriate recruitment, selection and training of staff and the corresponding supervision of staff;
- Notify the Office of Government Procurement and Framework Clients as soon as reasonably possible of any supply chain issues or other issues which risk the service offering.

17 Contract Review Meetings

Throughout the life time of the contract, the Framework Member must be available to meet upon request with The OGP to review the overall performance of the Framework Member, and any issue that may have arisen. At these meetings, Framework Members will be expected to inform the OGP of any changes and trends in their industry, or any supply chain issues that may affect the delivery of the service. The time and location of the meeting(s) will be communicated to the Framework Member by the OGP.

18 Invoicing

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

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

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

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

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

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

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

18.1 Electronic Invoicing and Digital Tax Compliance

The Revenue Commissioners have now made the EU VAT in the Digital Age (ViDA) Framework mandatory for the public sector. The Supplier shall maintain the technical capability to comply with current and future electronic invoicing and digital reporting obligations, including requirements arising from and the **EU VAT in the Digital Age (ViDA) Framework** any successor legislation.

The Supplier shall be capable of issuing and transmitting structured electronic invoices through the PEPPOL network and shall comply with applicable PEPPOL Business Interoperability Specifications (PEPPOL BIS), the European Standard EN 16931, and the applicable Core Invoice Usage Specification (CIUS).

Invoices shall be submitted in a structured electronic format and shall contain all information required by applicable VAT legislation, public procurement requirements and local and national CIUS specifications.

19 Delivery and Servicing Personnel and Vehicles

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

- Must behave in a hygienic manner.
- Must adhere to personal hygiene regulations and rules.
- Must have a good level of personal hygiene, i.e. clean in appearance, clean hair and nails.
- Must not engage in unhygienic practices, i.e. spitting, etc.
- Must not smoke in their vehicle or in the Framework Client locations or on a smoke free campus.
- Must wear suitable and clean protective clothing (PPE) including footwear where necessary and must adhere to all health & safety protocols in the Framework Client locations.
- Must observe all hygiene rules that may be set out in the locations.
- Must handle all deliveries with care.
- All personnel engaged in the installation and/or servicing of any goods must be suitably trained in all operational aspects of the work.
- The delivery personnel must accept any items rejected by the Framework Client due to deviations from the Specifications or being delivered in error.

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

- The vehicle must be clean and weatherproof where required.
- Shelving in the vehicle shall be smooth, impervious and easily cleanable.
- Trucks must have truck reversing alarm and flashing lights.

Drivers must park delivery vehicles at the designated delivery point. Drivers may require an access card to access the delivery area and this can be organised through the Framework Client. In educational live environments drivers should report to the reception area first before making a delivery in order to receive directions for drop off location.

Responses to qualitative award criterion

Responses to qualitative award criterion question 20 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.

Any information not set out in the Appendix 1A Tender Response Document in the relevant response section will not be evaluated.

Page Count Limit: A page limit, specified in Table 8 of this RFT and on the Qualitative Award Criterion below, applies to 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 11.

20. Tenderer's proposed Sustainability and Green Public Procurement Measures - 100 Marks (Page Limit: 20 Pages A4)

Tenderers must set out in detail the measures that are in place within their organisation to support environmental sustainability, Green Public Procurement (GPP), circular economy principles and climate action in the supply of the Goods proposed under the Lot(s) for which they are tendering.

The Contracting Authority recognises that certain environmental measures may not be applicable to all Lots. Tenderers should tailor their response to the Lot(s) for which they are tendering and demonstrate how the proposed measures will deliver environmental benefits in the supply of the Goods under those Lot(s). Where a particular measure is not applicable, Tenderers should clearly state "Not Applicable". Tenderers will not be disadvantaged where a requirement is genuinely not relevant to the Lot(s) being tendered for.

Responses should include, but not be limited to, the following:

A. Sustainable Products and Responsible Sourcing

- The environmental credentials of the products proposed under the Lot(s), including recognised ecolabels, recycled content, sustainably sourced materials and other environmental certifications.
- Measures to promote environmentally preferable products and support sustainable purchasing decisions.
- Measures to increase the use of concentrated and/or undiluted cleaning products.
- Availability and promotion of microfibre cleaning products and systems.

B. Packaging, Waste Reduction and Circular Economy

- Measures to reduce packaging waste, single-use plastics and unnecessary packaging.
- Initiatives to support reuse, recycling, recovery and other circular economy objectives.
- Measures to increase the use of recyclable, reusable, recycled-content or compostable materials and packaging.
- End-of-life arrangements for products, packaging and dispensers.

C. Sustainable Logistics and Carbon Reduction

- Initiatives to minimise the environmental impact of distribution and delivery activities;
- Delivery consolidation measures designed to reduce transportation emissions;
- Route optimisation, telematics and other logistics efficiency measures;
- Use of low-emission, alternatively fuelled, hybrid or electric vehicles where applicable;
- Any other initiatives aimed at reducing greenhouse gas emissions associated with the supply of the Goods.

D. Environmental Monitoring and Continuous Improvement

- Environmental reporting, monitoring and continuous improvement activities that will be undertaken throughout the Framework term.
- Relevant environmental targets, Key Performance Indicators (KPIs) and any additional initiatives that will support Framework Clients in achieving their sustainability objectives.
- Training, guidance or awareness initiatives available to Framework Clients and end users to support the effective and environmentally responsible use of the Goods supplied.

Appendix 2: Pricing Schedule

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

The Pricing Schedule is titled '**FCL033F Appendix 2 Pricing Schedule'** and is available to download separately from www.etenders.gov.ie. There are eight (8) schedules in the pricing schedule as follows:

- Schedule 1: Lot 1 - Health Organisations – Cleaning Supplies Products,
- Schedule 2: Lot 2 - Health Organisations – Paper Products,
- Schedule 3: Lot 3 - Health Organisations – Personal Hygiene Products,
- Schedule 4: Lot 4 - Health Organisations – Period Equality Products,
- Schedule 5: Lot 5 - All Client Organisations (apart from Health) – Cleaning Supplies Products,
- Schedule 6: Lot 6 - All Client Organisations (apart from Health) – Paper Products,
- Schedule 7: Lot 7 - All Client Organisations (apart from Health) – Personal Hygiene Products,
- Schedule 8: Lot 8 - All Client Organisations (apart from Health) – Period Equality Products,

As stated in 1.3 of this RFT, if tendering for any, some or all lots, Tenderers must be in a position to supply all of the products and these products must be priced for the particular lot(s) being tendered for.

Tenderers will be limited to being awarded a maximum of two (2) Lots. A maximum of one (1) lot from lots 1 to 4 and a maximum of one (1) lot from lots 5 to 8.

For all Lots that Tenderers wish to tender for, a price must be submitted for all Goods listed in the relevant tab in Appendix 2: Pricing Schedule. Where a Tenderer leaves a cell blank or enters a price of €0.00 for any applicable pricing requirement in the relevant Lot, they may be eliminated from the competition.

The methodology for calculating marks for Ultimate Cost Award Criterion are set out in section 3.3. of the RFT.

The following instructions apply to Appendix 2 Pricing Schedule:

Notes to Tenderers

Please ensure you read the instructions as listed below in advance of completing the Appendix 2 Pricing Schedule. Any Tenderer who does not follow the instructions in the RFT and this Pricing Document will be eliminated from the competition.

Lot Summary

Tenderers may submit Tender(s) for one Lot or for multiple Lots. Tenderers tendering for more than one Lot must confirm the Lot or Lots they are tendering for. For example, if

tendering for Lot 1, please select "Yes" from the drop down menu against Lot 1 if tendering for Lots 1 and 3, please select "Yes" from the drop down menu against Lot 1 and Lot 3, and so on.

Step 1: Enter the Tenderers legal registered company name in **cell B2.**
Step 2: Enter the delivery charge that will apply to orders below the minimum order value of €100 in **cell C3.**
Step 3: Select the Lot(s) being tendered for in **cells D6 to D12.**
Step 4: Select the Order of preference 1 to 8 (with 1 been the preferred choice) **cells E6 to E12.**
Step 5: For each Lot applied for in this Competition, enter the required information in the Blue cells, from cell H11 onwards in the relevant "Lot Pricing Schedule" Tab(s).

The lots selected the Pricing Schedule must be completed as follows for each Schedule:

Ultimate Cost Lot 1 – Health Organisations – Cleaning Supplies Products

- There is an example in row 10 on how to complete the Appendix 2: Pricing Schedule.
- In respect of each Good (rows 11-232), Tenderers are required to:
- insert the products "*Supplier Product Code" in column H*
- insert the products "*Country of Origin*" in column I
- insert the products "*Prospective Product Description*" in column J
- insert the products "*Prospective Case Size (For information purposes only)*" in column K & L
- insert the products "*Price for Full Size Case*" in column M. This price must be based on the details entered in column K & L
- insert the products "*Price as Per Unit of Measure in Column F*" in column N. The price entered will be automatically multiplied by the estimated annual volume in column G. The total price will then be applied to column O "*Annualised Unit Price for each Good based on unit of measure in column G". The total annualised price for all goods will be automatically calculated in cell O233*
- insert the products "*Delivery UOM e.g. (Case, Boz)*" in column P
- state if the product is Green compliant, yes or no into column Q "*Green Criteria Compliant (Y/N)*"
- insert, if applicable, the products "*Green Criteria Rationale*" in column R.

For Biocidal Products

- insert, if applicable, the products biocidal details "*Insert a PCS, IE/BPA or EU Number*" in column S.
- insert, if applicable, the products biocidal details "*Insert link to the biocidal product on the DAFM register*" in column T.

Ultimate Cost Lot 2 – Health Organisations – Paper Products

- There is an example in row 10 on how to complete the Appendix 2: Pricing Schedule.
- In respect of each Good (rows 11-81), Tenderers are required to:

- insert the products "*Supplier Product Code" in column H*
- insert the products "*Country of Origin*" in column I
- insert the products "*Prospective Product Description*" in column J
- insert the products "*Prospective Case Size (For information purposes only)*" in column K & L
- insert the products "*Price for Full Size Case*" in column M. This price must be based on the details entered in column K & L
- insert the products "*Price as Per Unit of Measure in Column F*" in column N. The price entered will be automatically multiplied by the estimated annual volume in column G. The total price will then be applied to column O "*Annualised Unit Price for each Good based on unit of measure in column G". The total annualised price for all goods will be automatically calculated in cell O82*
- insert the products "*Delivery UOM e.g. (Case, Boz)*" in column P
- state if the product is Green compliant, yes or no into column Q "*Green Criteria Compliant (Y/N)*"
- insert, if applicable, the products "*Green Criteria Rationale*" in column R.

Ultimate Cost Lot 3 – Health Organisations – Personal Hygiene Products

- There is an example in row 10 on how to complete the Appendix 2: Pricing Schedule.
- In respect of each Good (rows 11-116), Tenderers are required to:
- insert the products "*Supplier Product Code" in column H*
- insert the products "*Country of Origin*" in column I
- insert the products "*Prospective Product Description*" in column J
- insert the products "*Prospective Case Size (For information purposes only)*" in column K & L
- insert the products "*Price for Full Size Case*" in column M. This price must be based on the details entered in column K & L
- insert the products "*Price as Per Unit of Measure in Column F*" in column N. The price entered will be automatically multiplied by the estimated annual volume in column G. The total price will then be applied to column O "*Annualised Unit Price for each Good based on unit of measure in column G". The total annualised price for all goods will be automatically calculated in cell O117*
- insert the products "*Delivery UOM e.g. (Case, Boz)*" in column P
- state if the product is Green compliant, yes or no into column Q "*Green Criteria Compliant (Y/N)*"
- insert, if applicable, the products "*Green Criteria Rationale*" in column R.

For Biocidal Products

- insert, if applicable, the products biocidal details "*Insert a PCS, IE/BPA or EU Number*" in column S.
- insert, if applicable, the products biocidal details "*Insert link to the biocidal product on the DAFM register*" in column T.

Ultimate Cost Lot 4 – Health Organisations – Period Equality Products

- There is an example in row 10 on how to complete the Appendix 2: Pricing Schedule.
- In respect of each Good (rows 11-32), Tenderers are required to:
- insert the products "*Supplier Product Code" in column H*
- insert the products "*Country of Origin*" in column I

- insert the products "*Prospective Product Description*" in column J
- insert the products "*Prospective Case Size (For information purposes only)*" in column K & L
- insert the products "*Price for Full Size Case*" in column M. This price must be based on the details entered in column K & L
- insert the products "*Price as Per Unit of Measure in Column F*" in column N. The price entered will be automatically multiplied by the estimated annual volume in column G. The total price will then be applied to column O "*Annualised Unit Price for each Good based on unit of measure in column G". The total annualised price for all goods will be automatically calculated in cell O33*
- insert the products "*Delivery UOM e.g. (Case, Boz)*" in column P
- state if the product is Green compliant, yes or no into column Q "*Green Criteria Compliant (Y/N)*"
- insert, if applicable, the products "*Green Criteria Rationale*" in column R.

Ultimate Cost Lot 5 – All Client Organisations (apart from Health) – Cleaning Supplies Products

- There is an example in row 10 on how to complete the Appendix 2: Pricing Schedule.
- In respect of each Good (rows 11-174), Tenderers are required to:
- insert the products "*Supplier Product Code" in column H*
- insert the products "*Country of Origin*" in column I
- insert the products "*Prospective Product Description*" in column J
- insert the products "*Prospective Case Size (For information purposes only)*" in column K & L
- insert the products "*Price for Full Size Case*" in column M. This price must be based on the details entered in column K & L
- insert the products "*Price as Per Unit of Measure in Column F*" in column N. The price entered will be automatically multiplied by the estimated annual volume in column G. The total price will then be applied to column O "*Annualised Unit Price for each Good based on unit of measure in column G". The total annualised price for all goods will be automatically calculated in cell O175*
- insert the products "*Delivery UOM e.g. (Case, Boz)*" in column P
- state if the product is Green compliant, yes or no into column Q "*Green Criteria Compliant (Y/N)*"
- insert, if applicable, the products "*Green Criteria Rationale*" in column R.

For Biocidal Products

- insert, if applicable, the products biocidal details "*Insert a PCS, IE/BPA or EU Number*" in column S.
- insert, if applicable, the products biocidal details "*Insert link to the biocidal product on the DAFM register*" in column T.

Ultimate Cost Lot 6 – All Client Organisations (apart from Health) – Paper Products

- There is an example in row 10 on how to complete the Appendix 2: Pricing Schedule.
- In respect of each Good (rows 11-92), Tenderers are required to:
- insert the products "*Supplier Product Code" in column H*
- insert the products "*Country of Origin*" in column I
- insert the products "*Prospective Product Description*" in column J

- insert the products "*Prospective Case Size (For information purposes only)*" in column K & L
- insert the products "*Price for Full Size Case*" in column M. This price must be based on the details entered in column K & L
- insert the products "*Price as Per Unit of Measure in Column F*" in column N. The price entered will be automatically multiplied by the estimated annual volume in column G. The total price will then be applied to column O "*Annualised Unit Price for each Good based on unit of measure in column G". The total annualised price for all goods will be automatically calculated in cell O93*
- insert the products "*Delivery UOM e.g. (Case, Boz)*" in column P
- state if the product is Green compliant, yes or no into column Q "*Green Criteria Compliant (Y/N)*"
- insert, if applicable, the products "*Green Criteria Rationale*" in column R.

Ultimate Cost Lot 7 – All Client Organisations (apart from Health) – Personal Hygiene Products

- There is an example in row 10 on how to complete the Appendix 2: Pricing Schedule.
- In respect of each Good (rows 11-117), Tenderers are required to:
- insert the products "*Supplier Product Code" in column H*
- insert the products "*Country of Origin*" in column I
- insert the products "*Prospective Product Description*" in column J
- insert the products "*Prospective Case Size (For information purposes only)*" in column K & L
- insert the products "*Price for Full Size Case*" in column M. This price must be based on the details entered in column K & L
- insert the products "*Price as Per Unit of Measure in Column F*" in column N. The price entered will be automatically multiplied by the estimated annual volume in column G. The total price will then be applied to column O "*Annualised Unit Price for each Good based on unit of measure in column G". The total annualised price for all goods will be automatically calculated in cell O118*
- insert the products "*Delivery UOM e.g. (Case, Boz)*" in column P
- state if the product is Green compliant, yes or no into column Q "*Green Criteria Compliant (Y/N)*"
- insert, if applicable, the products "*Green Criteria Rationale*" in column R.

For Biocidal Products

- insert, if applicable, the products biocidal details "*Insert a PCS, IE/BPA or EU Number*" in column S.
- insert, if applicable, the products biocidal details "*Insert link to the biocidal product on the DAFM register*" in column T.

Ultimate Cost Lot 8 – All Client Organisations (apart from Health) – Period Equality Products

- There is an example in row 10 on how to complete the Appendix 2: Pricing Schedule.
- In respect of each Good (rows 11-32), Tenderers are required to:
- insert the products "*Supplier Product Code" in column H*
- insert the products "*Country of Origin*" in column I
- insert the products "*Prospective Product Description*" in column J
- insert the products "*Prospective Case Size (For information purposes only)*" in column K & L

- insert the products "*Price for Full Size Case*" in column M. This price must be based on the details entered in column K & L
- insert the products "*Price as Per Unit of Measure in Column F*" in column N. The price entered will be automatically multiplied by the estimated annual volume in column G. The total price will then be applied to column O "*Annualised Unit Price for each Good based on unit of measure in column G". The total annualised price for all goods will be automatically calculated in cell O33*
- insert the products "*Delivery UOM e.g. (Case, Boz)*" in column P
- state if the product is Green compliant, yes or no into column Q "*Green Criteria Compliant (Y/N)*"
- insert, if applicable, the products "*Green Criteria Rationale*" in column R.

Appendix 3: Tenderers' Statement

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

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

RE: Request for Tenders for the Supply of Cleaning, Paper, Personal Hygiene & Period Equality Products

Having examined your Request for Tenders (the "RFT") including the Instructions to Tenderers, the Selection and Award Criteria, the Requirements and Specifications, and the Terms and Conditions of the Framework Contract, we hereby declare the following:

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

2. We accept all of the Terms and Conditions of the RFT, the Framework Contract and the Confidentiality Agreement and agree if awarded a Framework Contract to execute the Framework Contract at Appendix 5 to the RFT and the Confidentiality Agreement at Appendix 6 to the RFT.

3. We accept all the Selection and Award Criteria as set out in Part 3 of the RFT.

4. We agree to supply the Contracting Authority with the Goods in accordance with the RFT and our Tender.

5. We agree that, if awarded any Client Contract pursuant to a Framework Contract, we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law.

6. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.

7. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the Tender Deadline specified at paragraph 2.10.3 of the RFT.

8. We shall, if awarded any Framework Contract under the RFT, have in place on the Commencement Date of the Framework Contract all insurances (if any) as required by paragraph 2.21.1 of the RFT.

9. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

10. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

11. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

12. Any subcontractor, supplier or other entity on whose capacity we rely as part of our Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED **Company**

(Authorised Signatory)

Print name **Address**

Date

Appendix 4: Declaration as to Personal Circumstances of Tenderer

Re: Request for Tenders for the Supply of Cleaning, Paper, Personal Hygiene & Period Equality Products

NAME: [Click here and insert name]

ADDRESS: [Click here and insert address]

I, [Click here and insert name of Declarant], of [Click here and insert name of entity] do solemnly and sincerely declare that:

1. I am a [insert role of Declarant] of [Click here and insert name of entity] and am authorized by [Click here and insert name of entity] to make this declaration which relates to a tender ("the Tender") submitted by [Click here and insert name of entity] in response to an RFT dated titled [insert description of competition] published by [insert name of contracting authority] ("the Contracting Authority").

2. Neither [Click here and insert name of entity] nor any person who is a member of the administrative, management or supervisory body of [Click here and insert name of entity] nor any person who has powers of representation, decision or control in [Click here and insert name of entity] has:
   a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
   b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of the Contracting Authority or the law of the state in [Click here and insert name of entity] is established.
   c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
   d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
   e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.

f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

3. [Click here and insert name of entity]:

   a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.

   b. has carried out the preparation of the Tender independently.

4. [Click here and insert name of entity]:
   a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
   b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
   c. is not guilty of grave professional misconduct.
   d. has not entered into agreements with other economic operators aimed at distorting competition.
   e. is not aware of any conflict of interest due to its participation in the Competition;
   f. has not had any prior involvement in the preparation of the Competition;
   g. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
   h. is not guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the Selection Criteria for this Competition and did not withhold such information and did not fail or is not able to submit supporting documents in respect of this Competition as required under Regulation 59 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).
   i. has not undertaken to unduly influence the decision-making process of the Contracting Authority in respect of the Competition, or obtain confidential information that may confer upon it undue advantages in respect of the

Competition; or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5. [Click here and insert name of entity] does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

6. The origin of goods connected to the Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);

7. Any subcontractor, supplier or other entity on whose capacity [Click here and insert name of entity] relies as part of the Tender does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

_____

Signature of Declarant

Declared before me by _____ who is personally known to me

(or who is identified to me by _____who is personally known to me) or*

at _____ this _____ day of _____ 20__

_____

(signed)
Practising Solicitor/Commissioner for Oaths

Please include such other form of identification used to identify the Declarant as permitted by the Statutory Declarations Act, 1938 (as amended)

Appendix 5: Goods Framework Contract

[Insert name of Contracting Authority]

and

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

SINGLE SUPPLIER FRAMEWORK CONTRACT

Relating to the Supply of Goods pursuant to

Request for Tenders for the Supply of Cleaning, Paper, Personal Hygiene & Period Equality Products

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

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

and

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

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

WHEREAS:

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

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

II IT IS HEREBY AGREED IN CONSIDERATION OF THE SUM OF €2.00 (THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE CONTRACTOR) AS FOLLOWS:

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

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

   ii. The RFT;

   iii. The Submission.

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

time of delivery and functional specifications of the Goods in accordance with the RFT and the Submission ("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 [name of contact person] of [address of contact person]; the Contractor's Contact is [Contractor contact name] of [Contractor contact name].

5. This Agreement shall take effect on the date of this Agreement ("the Commencement 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").

Not Used.

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	SIGNED for and on behalf of the Contractor

_____ (being a duly authorised officer)	_____
Witness	Witness

Schedule A: Terms and Conditions

1. CONTRACTOR'S OBLIGATIONS

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

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

1. supply the Goods in accordance with the 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. supply the Goods in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods are supplied, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the "Regulations"). The Contractor shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement.

C. The Contractor 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 15, 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 S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to any Subcontractor, the Client reserves the right to require the Contractor to immediately replace such Subcontractor and the Contractor shall comply with such requirement. The Contractor shall include in every sub-contract a right for the Contractor to terminate the sub-contract where any of the exclusion grounds apply to the Subcontractor and a requirement that the Subcontractor, in turn, includes a provision having the same effect in any sub-contract which it awards.

E. During this Agreement the Contractor shall be an independent contractor and not the employee of the Client. 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 11.

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

H. In the case of public procurement procedures which are subject to an IPI measure as well as in the case of contracts awarded based on a framework agreement,

where the estimated value of those contracts is equal to or above the values set out in Article 4 of Directive 2014/24 EU and where those framework agreements are subject to an IPI measure, within the meaning of Regulation (EU) 2022/1031, the Contractor shall comply with the following obligations:

i. not to subcontract more than 50% of the total value of the contract to economic operators originating in a third country which is subject to an IPI measure;
ii. for contracts whose subject matter covers the supply of goods, to ensure for the duration of the contract that goods or services supplied or provided in the execution of the contract and originating in the third country which is subject to the IPI measure represent no more than 50% of the total value of the contract, irrespective of whether such goods or services are supplied or provided directly by the successful tenderer or by a subcontractor;
iii. to provide , upon request, adequate evidence corresponding to point (i) or (ii) above;
iv. to pay a proportionate charge, in the event of non-observance of the obligations referred to at point (i) or (ii) above, of between 10% and 30% of the total value of the contract.

2. THE GOODS

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

B. Unless otherwise stated in the Specification:

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

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

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

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

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

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

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

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

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

E. *Not Used*

3. INSPECTION OF GOODS

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

B. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Client of such Goods. If the

Client rejects any of the Goods pursuant to this clause the Client may (without prejudice to other rights and remedies) either:

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

or

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

C. Rejected Goods shall be removed by the Contractor from the Client within two (2) calendar days from the date of the notification to the Contractor of their rejection. In the event of failure by the Contractor to remove Goods within two (2) calendar days of such notification, the Client may dispose of such Goods as he sees fit and pending such removal, the Goods will remain with the Client at the risk of the Contractor. Any costs incurred by the Client relating to such disposal shall at the option of the Client be borne by the Contractor.

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

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

F. The Contractor hereby guarantees the Goods for twelve (12) months from the date of delivery (the "Guarantee Period") against faulty materials or workmanship. The Client shall within such Guarantee Period, or within 14 calendar days thereafter, give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such Guarantee Period under proper and normal use. The Contractor shall (without prejudice to any other rights and remedies which the Client may have) promptly remedy such defects (whether by repair or replacement as the Client shall elect) free of charge, which replaced or repaired Goods shall also have the benefit of this clause for the Guarantee Period.

4. RISK AND TITLE

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

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

5. PAYMENT

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

B. Discharge of the Charges is subject to:

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

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

3. Invoices being submitted to the Client's Contact (as set out in this Agreement or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Goods for any billing period (including whether or not Goods have been accepted, rejected, satisfactorily repaired or replaced 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 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. Where indicated in the Specification, the Charges shall include the cost of instruction of the Client's personnel in the use and maintenance of the Goods and such instructions shall be in accordance with the requirements detailed in the Specification.

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

6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

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

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

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

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

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

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

6. Not Used

7. the status of the Contractor, as declared in the "Declaration as to Personal Circumstances of Tenderer" dated [insert date], which confirms that none of the excluding circumstances listed in Regulation 57 of S.I. No. 284 of 2016, the European Union (Award of Public Authority Contracts) Regulations 2016 apply to the Contractor, remains unchanged; and

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

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

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

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

E. The Contractor undertakes to notify the Client 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 6A and to comply with all

reasonable directions of the Client with regard thereto which may include termination of this Agreement.

7. REMEDIES

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 7A shall survive termination of this Agreement for any reason.

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

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

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

E. *Not Used*

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:

Twenty (20) percent of the charges in that year

("the Retention Amount") which Retention Amount shall not at any given time exceed twenty (20) per cent of the Charges per cent of the Charges. In such event the Client shall identify the particular Goods with which it is dissatisfied together with the reasons for such dissatisfaction. Payment of the Retention Amount will be made upon replacement and/or remedy of the Goods as identified by the Client or resolution of outstanding queries. The Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this

clause 7F shall be without prejudice to and not be in substitution for any remedy of the Client under this Agreement

8. CONFIDENTIALITY

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

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

2. as may be required by law; or

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

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

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

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

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

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

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

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

C. In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Client receiving a

request for information related to this Agreement, the Client shall consult with the Contractor in respect of the request. The Contractor shall specifically identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

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

9. FORCE MAJEURE

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

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

1. the nature of the Force Majeure Event;

2. the anticipated delay in the performance of obligations;

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

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

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

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

10. TERMINATION

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

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

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

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

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

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

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

i) that any of the exclusion grounds set out in Regulation 57 of the Regulations apply to the Contractor;

ii) that the Contractor (on its own or resulting from its sub-contractors, suppliers or entities on which it relies) comes within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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.

11. CONTRACT MANAGEMENT

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

B. The Contractor agrees to:

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

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

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

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

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

D. The Contractor shall be required to hold for the Term insurances of the nature and amount as set out in the RFT and shall immediately advise the Client of any material change to its insured status. The Contractor shall produce proof of current premiums

paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client with regard to compliance with this clause 11D.

12. DISPUTES

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

B. The Dispute shall be referred as soon as practicable to [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.

13. GOVERNING LAW, CHOICE OF JURISDICTION AND EXECUTION

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

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

14. NOTICES

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

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.

15. 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.

16. ENTIRE AGREEMENT

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

17. SEVERABILITY

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

18. WAIVER

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

19. NON-EXCLUSIVITY

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

20. MEDIA

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

21. CONFLICTS, REGISTRABLE INTERESTS AND CORRUPT GIFTS

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any Subcontractor nor agent as the case may be has any conflicts in relation to the Goods and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect

thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

B. Any registrable interest involving the Contractor (and any Subcontractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (Subcontractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) 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 21C or the commission of any offence by the Contractor, any Subcontractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 5 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

22. ACCESS TO PREMISES

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

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

23. ACTIVATION BY CLIENT OF GOODS FRAMEWORK CONTRACT

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

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

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

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

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

references to the Framework Client and, for these purposes, the NAGF, the Framework Contract and the Confidentiality Agreement shall together constitute the "Client Contract".

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

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

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

24. NON SOLICITATION

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

25. CHANGE CONTROL PROCEDURE

A. 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 supply of the Goods (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

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

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

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

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

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

26. DATA PROTECTION AND SECURITY

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

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

27. ADDITIONAL CONDITION(S)

1. **Staff training.**

The Contractor must provide staff training on all environmental aspects of the Framework Contract upon commencement of the Framework Contract and as part of the induction for any new joiners. For permanent and temporary staff serving on the Framework Contract for more than twelve (12) months, the Contractor must provide updated training on environmental aspects of the Framework Contract at least yearly, or when any significant change to operating procedures occurs. The Contractor must report on the training provided to the Contracting Authority and/or Framework Clients.

2. **Driver Training.**

All drivers involved in carrying out the service for the duration of the Framework Contract must receive training on specific driving techniques to increase fuel / energy efficiency and reduce vehicle wear-and-tear (eco-driving). This training, with a minimum duration of 16 hours, must be provided to all new staff working under the Framework Contract within four (4) weeks of starting employment, and refresher training, with a minimum duration of four (4) hours, must be provided for all other staff at least once a year. The Contractor must document and report yearly the amount (hours) and subject of training provided to each member of staff working on the Framework Contract.
All drivers involved in carrying out the service for the duration of the Framework Contract must regularly receive information on their fuel efficiency performance (at least once per month).

The yearly staff training records must be made available to the Contracting Authority/Framework Client for verification purposes. The Contracting Authority/Framework Client may set rules for penalties for non-compliance.

3. **Delivery vehicles and transport plan.**

The list of delivery vehicles to be used for fulfilment of the Framework Contract, including information about their emission levels, and the transport plan submitted with the tender form part of the Framework Contract terms. Any proposed changes to these schedules must be notified to the Contracting Authority, who may refuse permission for the change where this would negatively impact the environmental performance of the Framework Contract. The Contractor must report annually on the emissions associated with transport under the Framework Contract, and the steps taken to reduce them. The Contracting Authority and/or the Framework Client reserves the right to carry out audits of the transport arrangements under the Framework Contract, and to require the Contractor to implement specific improvements where there is any deviation from the agreed environmental standards.

4. **Purchase of new vehicles.**

If any vehicle of the service fleet is replaced, the replacement vehicle must maintain or improve the environmental performance levels offered in the tender. The Contractor must report the purchase or lease of new vehicles to the Contracting Authority.

5. **Environmental management measures.**

The Contractor must document and report, over the duration of the Framework Contract on:

- The results of the monitoring of the indicators set out in 3.2 Green Procurement under the heading “Environmental management measures”; and
- The results of corrective and preventative actions, where applicable, according to the relevant written procedures.

These reports must be made available to the Contracting Authority and/or Framework Clients at least annually and at any other time upon request in writing.

Schedule B: Specification of Goods

[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: Notification to Activate Goods Form

NOTIFICATION TO ACTIVATE GOODS FORM

This is a notice for the purposes of Clause 23 of the Framework Contract for the supply of Cleaning, Paper, Personal Hygiene & Period Equality Products made between the [Insert name of Contracting Authority] ("the Client") and _____("the Contractor") dated [insert date].

The [INSERT FRAMEWORK CLIENT DETAILS]is a Framework Client as set out at clause 23A of the Framework Contract and in accordance with clause 23 **HEREBY NOTIFIES** the Contractor that it wishes to activate the purchase of Goods with effect from [insert date] (the "Effective Date").

In accordance with Clause 5B of the Framework Contract and on foot of this NAGF, the Client Contract shall commence on the Effective Date and shall expire one (1) year after the Expiry Date of the relevant Framework Contract, unless it is otherwise terminated in accordance with the provisions of the Framework Contract or otherwise lawfully extended as agreed between the Parties ("**Term**").

The Framework Client hereby acknowledges, agrees and confirms that the Framework Contract and the Confidentiality Agreement are hereby adopted by the Framework Client to govern the supply of the Goods and references to the Client in the Framework Contract and the Confidentiality Agreement shall be deemed to be references to the Framework Client and the Framework Client hereby undertakes to comply with and observe all the terms and conditions of the Framework Contract and the Confidentiality Agreement applicable to it as if a party thereto.

In consideration of the payment of the Charges, the Contractor hereby agrees to provide the Goods described in this NAGF in accordance with the terms and conditions of the Framework Contract.

Please note this document may change to reflect to a digital version in the future.

Additional Framework Client Information

Contracting Authority Name **(e.g. HSE, UCD, Mayo County Council, Revenue etc)**	
Division/Department Name within Contracting Authority **(e.g. Connolly Hospital, Grangegorman, Library)**	
Contracting Authority Address	
Contracting Authority Contact Name	
Contracting Authority Contact Number	
Contracting Authority Email Address	
Lot Number	Choose an item.
Sector	Choose an item.

GOODS REQUIRED:

*[Framework Client to **Insert details of the specific "Goods"** required and **state the Lot required** under, in accordance with Schedule B and Schedule C of the Framework Contract.*

Dated: _____

Signed for and on behalf of the Framework Client : _____

Signed for and on behalf of the Contractor:_____

Dated:_____

Appendix 6: Confidentiality Agreement

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The [insert name of Contracting Authority]/Insert name of Framework Client, of [insert address] (hereinafter "the Client") of the one part;
and

[Framework Member's legal name] of [Framework Member's address] (hereinafter called "the Contractor") of the other part.

WHEREAS

A. By Request for Tenders dated [insert date] entitled [insert title] (the "RFT") the [Insert name of Contracting Authority] invited tenders ("Tenders") for the supply of the Goods described in Appendix 1 to the RFT (the "Goods") ("the Competition"). The Contractor submitted a response to the RFT dated the [insert date of Tender].

   The Contractor and the [insert name of Contracting Authority] have entered into a framework agreement dated [insert date] ("the Framework Agreement")**.**

B. For the purposes of the tender process referred to in the RFT (the " Competition"), the Framework Agreement and any subsequent contract or contracts awarded thereunder (if any) (the "Contract(s)") certain confidential information (the "Confidential Information") as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to them by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:

   2.1 unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the Client, the supply of Goods under the Contract and all and any information supplied or made available to the Contractor (to

include employees, agents, Subcontractors and other suppliers) for the purposes of the Framework Agreement and/or the Contract(s) including personal data within the meaning of the Data Protection Laws; and

2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

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

4. Save as may be required by law, the Contractor agrees in respect of the Confidential Information:

4.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

4.2 not, without the prior written consent of the Client, to communicate or disclose any part of such Confidential Information to any person except:

i to those employees, agents, Subcontractors and other suppliers on a need to know basis; and/or

ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

5. The obligations in this Agreement will not apply to any Confidential Information:

i in the Contractor's possession (with full right to disclose) before receiving it from the Client, as applicable; or

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

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

6. The Contractor undertakes:

6.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Laws);

6.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;

6.3 upon termination of the Competition (or the Framework Agreement or the Contract) for whatever reason to furnish to the Client all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

7. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to them by the Client and the Contractor so acknowledges and confirms.

8. The Contractor shall, in the performance of the Framework Agreement and any Contract, access only such hardware, software, infrastructure, or any part of the databases, data or ICT system(s) of the Client as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as

directed by the Client, as applicable, and in the manner agreed in writing between the Parties.

9. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.

10. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

11.

A. In this Agreement, the following terms shall have the meanings respectively ascribed to them:

"Data Controller" has the meaning given under the Data Protection Laws;

"Data Processor" has the meaning given under the Data Protection Laws;

"Data Subject" has the meaning given under the Data Protection Laws;

"Data Subject Access Request" means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

"Personal Data" has the meaning given under Data Protection Laws;

"Processing" has the meaning given under the Data Protection Laws;

B. The Contractor shall comply with all applicable requirements of the Data Protection Laws.

C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Client is the Data Controller and the Contractor is the Data Processor in respect of Confidential Information which is Personal Data. Schedule A sets out the scope, nature and purpose of Processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject.

D. Without prejudice to the generality of clause 11(B), the Contractor shall, in relation to any Confidential Information which is Personal Data:-

(1) process that Personal Data only on the written instructions of the Client;

(2) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction

of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled;

i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
ii. the data subject has enforceable rights and effective legal remedies;
iii. The Contractor complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
iv. The Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

E. The Contractor shall promptly notify the Client if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Client's obligations under the Data Protection Laws and provide full co-operation and assistance to the Client in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).

F. The Contractor shall without undue delay report in writing to the Client any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

G. The Contractor shall assist the Client in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.

H. The Contractor shall at the written direction of the Client, amend, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.

I. The Contractor shall permit the Client, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and / or their nominee to conduct audits and or inspections of the Contractor's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Contractor in any way for the supply of the goods. The Contractor shall comply with all reasonable directions of the Client arising out of any such inspection, audit or review.

J. The Contractor shall fully comply with, and implement policies which are communicated or notified to the Contractor by the Client from time to time.

K. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for inspections and contribute to any audits by the Client or the Client's designated auditor.

L. The Contractor shall:-

1. take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data;
2. ensure that a back-up copy of any and all such Personal Data is made [insert frequency] and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data; and
3. in such an event and if attributable to any default by the Contractor or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Client's option, reimburse the Client for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.

N. Save for clauses 11B, 11C, 11D(4) and 11E, all the obligations on the Contractor in this clause 11 relating to the processing of Personal Data shall apply to the processing of all Confidential Information.

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

Schedule A to the Confidentiality Agreement: Data Protection

[complete when completing the confidentiality agreement]

Processing, Personal Data and Data Subjects

1. Processing by the Contractor

    1.1 Subject matter of processing

    1.2 Nature of processing

    1.3 Purpose of processing

    1.4 Duration of the processing

2. Types of personal data

3. Categories of data subject