



WORKS REQUIREMENTS

Information about the Lots

University of Galway proposes to engage in a competitive process for the establishment of a Multi-Party Framework Agreement for Flooring (Including Maintenance and Repairs) in three lots:

- Lot 1: Multi-Party Framework for entrance and barrier matting
- Lot 2: Multi-Party Framework for Carpet tiles and 80/20 luxury carpets
- Lot 3: Multi-Party Framework for vinyl sheets/tiles and safety vinyls

The number of Contractors will be a maximum of three (3) for each Lot subject to that number meeting the minimum criteria as detailed in the Suitability Assessment Questionnaire and Instructions to Tenderers.

Applicants can apply for one, two or all three Lots.

Background and Scope of Framework

University of Galway has a continuous and ongoing requirement to fit new, upgrade existing, repair and maintain existing, and replace existing floor finishes and associated accessories in any or all buildings at various locations under the remit of the University.

The works consists of a variety of flooring requirements including, but not limited, to those outlined in the **Specification and Pricing documents**. In addition to the items listed in the Specification and Pricing documents the framework will also be used to source items and works which clearly fall within the defined scope of the framework.

Many projects require completion to demanding time scales and work is often required to be carried out in operational and occupied buildings.

Estimated Value

It is envisaged that maximum spend under this framework agreement will not exceed €700,000 excluding VAT. It is emphasised, however, that this figures is provided strictly for indicative purposes only as there is no gauranteed expenditure under the framework.



Awarding Contracts under the Framework Agreement

Contracts may be awarded as follows:

- **Cascade Method:**

Through application of the cascade system whereby contracts are awarded on foot of the original tenders to the first ranked firm admitted to the framework agreement. Where they are not able to deliver the contract due to availability etc. the next ranked firm will be approached moving in ranked order through the Framework Members until the contract is awarded.

It is envisaged that this method of drawdown will be used for the majority of contracts awarded on foot of this framework.

Please note that under the cascade system, performance and quality of delivery will be a key feature, and the Contracting Authority reserves the right to apply a relegation process and relegate the first ranked member to the last ranked position on the cascade list for poor performance.

AND/OR

- **Supplementary Request for Tender (SRFT) / Mini-Competition**

Through invitation to a mini-tender of all the firms admitted to the framework agreement. On each occasion, a Supplementary Request for Tender will be issued detailing the scope of requirements, the award criteria, a closing date and time and methodology for submission of responses.

It is envisaged that this method of drawdown will be used for specialised requirements and/or at the Contracting Authority's discretion, to ensure best value for money.

The Form of Contract for individual projects will generally be the Short Public Works Contract (PW-CF6). Or the Minor Building and Civil Engineering Works Contract Designed by the Employer PW-CF5) or other appropriate Public Works Contract as the Employer deems fit for the specific project. Details of these forms of contract are available on the following website:

www.constructionprocurement.gov.ie



Management of Performance

Framework Participant performance will be continually monitored over the term of the Framework Agreement.

Over the course of the Framework Agreement the performance of each Participant may be assessed on the basis of the following non-exhaustive list of measurement criteria:

- Competitive Tendering.
- Timely commencement of Works.
- Timely completion of Works.
- Implementation of health and safety management measures.
- Timely provision of information.
- Prompt submission of invoices.

Refer also to the draft Framework Agreement (PW-CF9).

If University of Galway is not satisfied with the outcome of any such assessment it may remove the Participant from the Framework.

Right to tender outside of the Framework Agreement

Even if the Framework Agreement is established, the Contracting Authority may procure the work in other ways and does not guarantee that any work will be procured under this Framework Agreement.

Award to Runner Up

If for any reason, it is not possible to admit to the framework agreement one or more of the tenderers invited following the conclusion of this competitive process, the Contracting Authority reserves the right to invite the next highest scoring tenderer(s) to join the framework agreement as appropriate, at any time during the tender validity period.

If, following the award of any contract under this framework agreement, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to award the contract to the next highest-ranked tenderer emerging from the process at any time during the contract tender validity period.

This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract/framework award procedure at its sole discretion.



Campus Locations

University of Galway locations include academic departments, schools, administrative and service units and University research institutes, centres and units both on- and off-campus. University departments located in Galway city such as Nun's Island, Newcastle Road, University Hospital Galway and Dangan are considered part of the main campus. Works will mainly be required on the main University of Galway campus in Galway city. However on occasion the successful tenderer may be required to carry out works on the off-campus facilities listed below:

- MRI, Carna, Co. Galway
- Acadamh na hOllscolaíochta, Carna, Co. Galway
- Acadamh na hOllscolaíochta, Carraroe, Co. Galway
- Acadamh na hOllscolaíochta, Doirí Beaga, Co. Donegal
- ECI, Carron, Co. Clare
- MRI, Finavarra, Co. Clare
- MRI, Carna, Co. Galway
- Shannon College of Hotel Management, Shannon Airport, Co. Clare
- Medical Academies in Sligo, Letterkenny, Castlebar & Portiuncula
- Any other location within the Republic of Ireland that becomes part of University of Galway during the life of the Framework.

For the avoidance of doubt, this Framework is also being created for use by University of Galway subsidiaries, at their own discretion, where they have no alternative arrangements in place.

Use of Brand Names etc.

Where reference is made in the technical specification to any required particular make, source, origin, patent, process, trademark, brand name or standard, such reference shall on every occasion be understood as being accompanied by the words "or equivalent". These references are provided only where it is not otherwise possible for a sufficiently precise description to be defined.

Protected Buildings

Tenderers should note that approximately 30% of the buildings in the University are protected.



Response Times

Emergency service(s) is deemed to be a response time within 24 hours of a request from University of Galway.

Non-emergency response time for small/medium scale repairs/maintenance and replacement work is deemed to be 7-10 working days from date of official order.

Response time for larger scale work to be agreed in writing with University of Galway at time of order.

Bundling jobs

If flooring repairs are deemed a health and safety risk - such as a trip hazard for example - they must be addressed immediately (i.e. within 24 hours of notification of the issue).

Otherwise non-urgent repairs can be bundled together.

Contractor Identification

Contractor staff must be identifiable and identification must be worn at all times on campus.

The Contractor shall provide staff, or any of their agents, with a form of identification (e.g. Safe Pass card) and require them to produce this when requested to do so by any University representative. Any person not producing such identification may be requested to leave the premises.

All Contractor's personnel must wear a high visibility jacket/t-shirt/vest emblazoned with the company name at all times. Use of high visibility jackets/t-shirts/vests with a company name other than the Contractor's company name is strictly prohibited.

Campus Restrictions

- It should be noted the classes/labs/teaching are ongoing all year round on campus and consequently there will be times when works may have to be postponed and carried out outside of normal working hours. It should be noted by the Contractor that some works can only be carried out over weekends.
- Contractors must make the contact person aware of noisy work. Such work must be scheduled so that it does not interfere with events, classes, examinations, meetings etc.
- Labs or any restricted areas on campus can only be accessed with written permission of the relevant department technician or by Buildings & Estates.
- Any University of Galway roof or confined space is only accessible with written permission from Buildings & Estates.
- The University has a no smoking policy on the premises. It is the Contractor's responsibility to ensure that all staff comply fully with this policy.



Contractor Responsibilities

The following points in relation to the Contractor Responsibilities must be strictly adhered to:

- The Contractor will only engage trustworthy and reliable staff and no-one with an unspent conviction. The Contractor or their employees are not permitted to remove any property/materials from University of Galway campus or between University of Galway Buildings without written permission from University of Galway Buildings & Estates.
- The Contractor must ensure that damage to University property (including the personal property of its staff and students) is prevented. Any damage caused must be repaired at the Contractor's expense.
- As far as practicable and reasonable the Contractor shall be responsible for all acts and omissions of persons acting on its behalf.
- The Contractor's staff are prohibited from interfering in any way with University of Galway staff/students that would prevent them from going about their business.
- The Contractor's staff is prohibited from deliberately ignoring safety/hygiene/security rules and regulations and thereby endangering one's own or another's physical wellbeing or safety.
- If a Contractor's employee is found to be unsuitable to the University, the Contractor must remove this employee by close of business on the day notified. An alternative employee must be provided immediately by the Contractor.
- In the event of a breach of discipline or misconduct as determined by the University on the part of any Contractor staff member, or if the University is not satisfied that any Contractor staff member will observe the University's requirements as to confidentiality, then the University shall have the right to require the Contractor to withdraw that person immediately and the services of that person shall not be offered thereafter for any work within the University.

Health and Safety

- The successful Contractor must comply with requirements set out in the Safety, Health & Welfare at Work Act 2005, the Safety, Health & Welfare at Work (General Application) Regulations 2007 to 2020, the Safety Health & Welfare at Work (Construction) Regulations 2013 and any other applicable Health & Safety legislation relevant to their work and any updates thereto.
- The successful contractor will be expected to submit a fully compliant company Safety Statement prior to commencement of the Framework. **An updated version of the company Safety Statement must be submitted the first working week of each year to Buildings & Estates.**
- The Contractor shall also ensure that their staff have received training in Health and Safety appropriate to the task required for them to carry out their work.
- All Contractor's staff must be Safe Pass registered and must carry their Safe Pass card on them at all times.
- All Contractor's staff must have signed their company Safety Statement to confirm training was provided.
- All Health & Safety training for their personnel must be kept up to date.



- Contractors must make themselves familiar with University permit requirements and must have completed these in advance of carrying out any works that require said permits.
- Contractors must make themselves familiar with the Contractor's Code of Conduct document and the Contractor's Safety Code and Site Rules Document.
- If Specialists/proposed sub-contractors change, University of Galway must be notified as replacement staff will need to be checked before coming to site.

PPE and Training

All necessary PPE must be provided by the successful Contractor to their employees working in University of Galway.

The Contractor's operative and sub-contractors working in University of Galway must have any required up to date health and safety training.

Waste Management

The following non-exhaustive points must be strictly adhered to:

- All waste material generated through the framework must be taken from the site and must be disposed of in an environmentally sound manner.
- Under no circumstances should University land, bins, skip etc. be used for the disposal of Contractors waste.
- All skips provided must be lockable/secured.
- Proof of disposal of all materials by recycling or to a licensed landfill must be provided on completion of each project or on request by University of Galway.
- Contractors must reduce / reuse / recycle whenever and wherever possible.
- Any waste, packaging etc. generated by the contractor as part of this framework will have to be removed at the contractors own expense.
- All waste is to be segregated, mixing of waste is unacceptable.
- The University has a no litter policy. It is the Contractor's responsibility to ensure that all staff comply fully with this policy and that all litter/rubbish is kept within the confines of the allocated work area.
- If there is a requirement for a skip to remove contractors waste then the location of same must be agreed in advance with the Supervisor/Manager and must be enclosed within a secure enclosure provided by the Contractor.
- On completion of a project, the Contractor may be required to supply to University of Galway with the Kg weight and breakdown of the waste taken from site.
- Annually the Contractor will be required to supply to University of Galway a breakdown of the waste taken from site, total Kg weight and proof of removal, segregation and disposal to a licenced facility (e.g. total Kg that went to landfill and total Kg recycled etc.).



Sustainability

The University of Galway Sustainability Strategy affirms our ambition in relation to sustainability, recognising that sustainability is now a core value of our institution. For more information, please visit <https://www.universityofgalway.ie/sustainability/strategy/>.

Sub-Contracting

The Contractor shall not be permitted to transfer or assign, directly or indirectly, to any person or persons whatsoever, any part of the contract(s) arising from this Framework without the written permission of the Project Manager at University of Galway.

Instruction

The framework contractor may only take instruction from the designated Project Manager in the Buildings and Estates team of University of Galway.

If approached by another Unit with the University of Galway to carry out works, the Contractor must advise them to contact Buildings & Estates.

Work unauthorised by Buildings & Estates staff may not be reimbursed.

Out of Hours Work

The Contractor **may at times** be required to provide staff to carry out planned or preventative maintenance works out of normal working hours, e.g. evenings, bank holidays etc.

Contractor personnel arriving on campus to carry out these works are expected to sign in at the University of Galway Security Office. Similarly when the work is completed they are required to sign out.

Samples

The Contractor shall provide samples upon request. Samples, when requested, must be provided promptly and at the expense of the Contractor. Samples may be retained or the Contractor may be requested to retrieve.

Parking

It should be noted that there are parking restrictions on campus and clamping is in operation. Pay and Display spaces are available to the general public on a first come first served basis. For further information please refer to the University website.



Contract Management

The Contracting Authority requires tenderers to nominate a dedicated Contract Manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the works/services/supplies required. The duties of the Contract Manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority;
- Manage the assignment process and ensure all parties are fully briefed at all times.
- Be fully available and contactable during operational hours to Contracting Authority staff.
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints, queries or concerns that cannot be immediately adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Provide details of contract management reports including content, financial payment, frequency etc. In addition, the following must be supported:
 - (a) Meetings on a regular basis between the Contract Manager and the Contracting Authority nominated contact to review all issues regarding the contract. Schedule to be agreed.

NOTE: Tenderers will note that contract management activities will be non-billable

Reporting

At a minimum the successful tenderers will be required to provide detailed quarterly reports.

Reports must include a breakdown of sales and reports and must incorporate recycling information.

Other reports may also be required, e.g. weekly, monthly, six-monthly and annual reports.

Pricing

Successful tenderers must use the same pricing where applicable when quoting to all departments of the Contracting Authority.

Pricing will be fixed for the first 2 years of the Framework. Increases thereafter may be increased in line with the prevailing Consumer Price Index (CPI) and subject to formal agreement with the Contracting Authority.