



# **Occupational Medical Service**

Invitation to Tender Proposal to the Health & Safety  
Authority

**The latest date for receipt of tenders is  
1700 hours on Friday 7th January 2011**

## Table of Contents

<b>1</b>	<b>OVERVIEW AND BACKGROUND .....</b>	<b>3</b>
1.1	INTRODUCTION .....	3
1.2	ORGANISATION STRUCTURE AND RESOURCING .....	4
1.3	FREEDOM OF INFORMATION .....	4
1.4	PURPOSE OF THE SERVICE .....	4
1.5	CLOSING DATE FOR SUBMISSIONS .....	4
<b>2</b>	<b>GENERAL SUMMARY OF REQUIREMENTS AND DELIVERABLES .....</b>	<b>5</b>
2.1	INTRODUCTION .....	5
2.2	BACKGROUND INFORMATION .....	5
2.3	SPECIFIC SERVICE REQUIREMENTS .....	5
2.4	DELIVERY OF SERVICE.....	6
2.5	SERVICE MANAGEMENT .....	6
2.6	SELECTION CRITERIA .....	7
<b>3</b>	<b>CONDITIONS OF TENDER .....</b>	<b>8</b>
	Appendix A: Format for of Tenders.....	10
	Appendix B: EU Directive 93/36/EEC Extract.....	11

## **1 Overview and Background**

### **1.1 Introduction**

The Health and Safety Authority (hereafter referred to as the Authority) was established under the Safety, Health and Welfare at Work Act, 2005. The Authority is a state sponsored body reporting to the Department of Enterprise, Trade and Employment and is largely funded by way of Exchequer Grant. The Authority has responsibility for promoting occupational safety and health and for developing and enforcing relevant legislation.

#### **Our Vision**

The Authority's vision is "a national culture where all commit to safe and healthy workplaces and the safe and sustainable management of chemicals"

#### **Our Mission**

To influence changes in the behaviours of employers and employees so that they can:

- prevent injury and ill-health arising from work activity
- protect human health and the environment through the sound management and safe use of chemicals.

#### **Our Values**

The following values underpin all our actions and decisions:

- Commitment to customers
- Respecting our people
- Integrity
- Accountability
- Quality and continuous improvement
- Speed, agility and innovation

#### **Our Goals**

The Authority has developed six strategic goals that will help us achieve our vision and mission over the period 2010 to 2012. We will work with all our stakeholders to make progress in achieving these goals. Our annual programme of work will set out specific programmes and actions we will put in place to support these goals:

- To enable employers, employees and other duty holders to reduce risks to safety, health and welfare
- To motivate and gain commitment to having safe and healthy workplaces which support success in all enterprises
- To support the Minister for Enterprise, Trade and Employment in the initiation and development of appropriate legislation and policies
- To hold accountable those who disregard their duties and responsibilities for occupational safety, health and welfare
- To promote the safe and sustainable management of chemicals

- To ensure the Authority is effective in delivering on its goals and achieves value for money

## **1.2 Organisation Structure and Resourcing**

A tripartite Board that consists of Government, Trade Union and Employer nominees governs the Authority. The Executive of the Authority discharges the day-to-day running of the Authority. The Executive currently has a staff level of 197 based in offices in Athlone, Cork, Dublin, Galway, Kilkenny, Limerick, Sligo and Waterford. The Authority has an annual budget of approximately €22m.

## **1.3 Freedom of Information**

The following conditions in relation to the Freedom of Information Act should be noted:

The Authority undertakes to hold confidential any information received subject to its obligations under law, including the Freedom of Information Act, which came into force on 21 April 1998.

Tenderers are asked to consider if any of the information supplied by them should not be disclosed because of its sensitivity. If this is the case, tenderers should, when providing the information, identify same and specify reasons for its sensitivity. The Authority will consult with tenderers about sensitive information before making a decision on any Freedom of Information request received.

If tenderers consider that none of the information supplied by them is sensitive, they should make a statement to that effect. Such information may be released in response to a Freedom of Information request.

Each application under Freedom of Information is evaluated on its individual merits.

## **1.4 Purpose of the Service**

The Authority wishes to appoint an occupational medical practice(s) to provide a range of services (see section 2 below).

The appointment will be by a process of competitive tender. The Authority intends to select a practice(s) which will provide a level of service in line with the high standards expected by the Authority. The competition and resulting agreement will require the candidates to meet all requirements and deliverables as set out in section 2 below. Candidates may be invited to attend for interview as part of the selection process.

## **1.5 Closing Date for Submissions**

The Authority must receive tenders not later than 1700 hours on Friday 7<sup>th</sup> January 2011.

## **2 General Summary of Requirements and Deliverables**

### **2.1 Introduction**

The main purpose of the service is to provide the Authority with an occupational medical service in order to discharge its functions. This includes the provision of occupational medical information and guidance, receiving medical reports and carrying out medical examinations relating to workers and workplaces, and assisting in workplace investigations and inspections requiring occupational medical expertise as necessary. This service is not to be confused with a separate occupational health service provided for the Authority's staff.

### **2.2 Background Information**

Presently, the Authority does not have occupational physicians in its staff complement.

Under Section 40 of the Safety, Health and Welfare at Work act, 2005, the Authority may engage consultants or advisers that it considers necessary or expedient for the performance by it of its functions.

Also under Section 63 of the Act, the Authority may designate any person who is a registered medical practitioner to receive any notice, report or certificate required by any of the relevant statutory provisions to be sent to the Authority by a registered medical practitioner and any person so designated may

- a) invite any person who, in his or her opinion, either has been or may be exposed in the course of work to any risk of personal injury or other danger to health, and
- b) for the purpose of comparing with that of other persons the state of health of persons employed in different places of work or specified places of work in different places in the same place of work, invite any person,

to provide biological samples or to be examined medically, or both, at a designated place either by the designated person or on his or her behalf by a specified registered medical practitioner.

### **2.3 Specific Service Requirements**

The successful tenderer(s) should be capable of providing the services listed below. The list is indicative and not exhaustive.

- Provide expert medical advice on a range of occupational health issues including occupational diseases, ill health and injury, physical, chemical and biological agents, carcinogens, musculoskeletal and repetitive strain injuries, stress, psychosocial illnesses, noise induced hearing loss, audiometry, whole body and hand arm vibration, pregnancy, sensitive risk groups, disability, rehabilitation, health

surveillance, health assessments, fitness for work, intoxicants, health monitoring, emerging occupational health risks and occupational first aid.

- Give advice to assist in the preparation of guidance, codes of practice and legislation on workplace health and medical issues.
- Give advice in the preparation of workplace health policy and strategy.
- Prepare and present lectures, talks and presentations on occupational health and medical issues.
- Receive any notice, report or certificate required by any of the relevant statutory provisions to be sent to the Authority by a registered medical practitioner or other person.
- Invite any person who either has been or may be exposed in the course of work to any risk of personal injury or other danger to health to provide biological samples or to be examined medically or both at a designated place.
- For the purpose of comparing with that of other persons the state of health of persons employed in different places of work or specified places of work or in different locations in the same workplace, invite any person to provide biological samples or to be examined medically or both at a designated place.
- Carry out assessments and audits of medical examiners of divers.
- Represent the Authority on external committees as required.
- All services above are to be carried out in a timely manner as agreed

#### **2.4 Delivery of Service**

The provision of the above services will be in a timely and competent manner as agreed with the Authority through its Occupational Health Manager.

#### **2.5 Service Management**

The successful tenderer(s) has responsibility for providing the service within the specifications agreed with the Authority. Within the Authority, the Service Manager will be the Occupational Health Manager who will manage the contract for the provision of these consultancy services. The Authority will establish final reporting structures in consultation with the successful tendering organisation. The tendering organisation will be expected to keep the Authority apprised of all matters material to the progress of the consultancy at all times.

The Authority plans to enter into a contractual agreement with the successful tenderer to carry out the service over a period of 3 years, renewed annually commencing 1<sup>st</sup> January 2011. The annual contract is for 60 hours of work to be paid at an agreed rate per hour. 2 payments will be made in advance, the first in January, the second in July of each year of the contract. Payment will be made for any additional hours of work if any.

The specification may vary over the period of the Contract agreement due to changes in the Authority, or other unforeseen events. The service delivered by the Contractor must reflect or allow for variations in the specifications over the contract period. The Authority acknowledges the service each candidate provides may differ from the minimum specifications of the Authority and each candidate is free to propose variances to these specifications. Any variances from the specification must meet or exceed the level of performance required by the specification.

## 2.6 Selection Criteria

The contract(s) will be awarded from the qualifying tenders on the basis of the tender(s) which best meets following award criteria\*:

- a) How well proposals meet the Authority's needs
- b) Track record of delivering similar services
- c) Experience and expertise of team
- d) Cost and overall value for money

*\* Criteria are not necessarily listed in order of priority*

Tenderers may be invited to interview as part of the selection process. More than one contract may be awarded.

Tender submissions should be forwarded by post or email to:

Kieran Sludds  
Occupational Health Manager  
Health and Safety Authority  
Waterford Regional Office  
5<sup>th</sup> Floor  
Government Buildings  
The Glen  
Waterford  
E-mail: [kieran\\_sludds@hsa.ie](mailto:kieran_sludds@hsa.ie)

To be received on or before 1700 hours on Friday 7<sup>th</sup> January 2011.

### 3 Conditions of Tender

The following points are made for the consideration of companies interested in preparing a tender.

- 3.1 The Authority does not bind itself to accept the lowest or any tender. It reserves the right to reject in whole or in part any or all tenders received and to source the requirement from more than one supplier or contractor.
- 3.2 Companies may, if they wish, propose alternative solutions to those specified in this Invitation to Tender (ITT) if they can be shown to be a better fit for the needs of the Authority.
- 3.3 Detailed contractual arrangements are not within the scope of this ITT. However the following condition should be noted: *Any conflicts of interest involving a contractor must be fully disclosed to the Authority, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tendering company.*
- 3.4 It is the intention of the Authority to enter into formal contractual relations with the successful tendering company. Details of the proposed contract will be discussed with the successful tendering company prior to signing. Your tender may form a schedule to the contract.
- 3.5 The Authority will not be liable in respect of any costs incurred by companies in the preparation of their tender in response to the ITT, nor for costs incurred in preparing subsequent presentations or for attendance at same.
- 3.6 The Authority reserves the right to acquire solutions in phases and without prejudice or commitment to purchase further quantities indicated over the duration of the contract.
- 3.7 The successful tendering company shall be responsible for the delivery of all requirements provided for within the contract on the basis of a fixed price agreement set at the beginning of the contract. Prices quoted in the tender cannot be increased during the currency of the tender. Similarly, terms and conditions cannot be altered.
- 3.8 Please allow for all costs in your pricing including expenses, extra visits or exceptional costs as the Authority will not accept extra charges above the contract price. In the event that you wish to charge the Authority for what you consider an exceptional item, it will only be considered if it is raised prior to work being begun in which case a separate contract will be agreed.
- 3.9 All information provided by the tendering company will be treated in strict confidence. Similarly, the Authority requires that all information provided pursuant to this ITT will be treated in strict confidence by the tendering companies.
- 3.10 Information supplied by tendering companies will be treated as contractually binding. However, the Authority reserves the right to seek clarification or verification of any such information.
- 3.11 The Authority reserves the right to withhold payment where a contracting company has failed to meet its contractual obligations in relation to the delivery of goods / services to an acceptable level of quality.

- 3.12 The Authority reserves the right to go to tender again or to terminate the contract at any stage on payment of reasonable and agreed costs accrued to the date of termination.
- 3.13 Tenders that are received late will not be considered. In this regard it is important to note that tenders must be received not later than 1700 hours on Friday 7<sup>th</sup> January 2011.
- 3.14 The work of the contractors shall be deemed to be carried out in Ireland and shall be governed by the Laws of Ireland.
- 3.15 Before a contract is awarded, and where required the successful contractor (and agent where appropriate) will be required to promptly produce a valid Tax Clearance Certificate. The Certificate must remain valid for the duration of the contract.
- 3.16 Where a Tax Clearance Certificate expires within the course of the contract, The Authority reserves the right to seek a renewed certificate. All payments under the contract will be conditional on the contractor(s) being in possession of a valid certificate at all times.
- 3.17 Payment for all services covered by the ITT will be on the foot of appropriate invoices. Invoicing arrangements will be agreed with the successful tendering organisation following the award of the contract. All payments will be made electronically into the nominated bank account of the successful tendering organisation.
- 3.18 The successful tendering company will be required to comply with the requirements of the Data Protection Act in relation to the processing of any personal information that may be necessary in the context of service delivery. This will require the company to sign a form of undertaking to comply with the provisions of the Act.
- 3.19 The Authority requires that all information provided pursuant to this ITT be treated in strict confidence by tendering companies. Under no circumstances may such information be disclosed to other parties without the written permission of the Authority.
- 3.20 The successful tendering company will be required to provide an assurance that it is in compliance with health and safety legislation and in particular to provide confirmation that the company has a current safety statement.
- 3.21 The Authority will require a written assurance from the successful tendering company that it holds adequate insurance to undertake the project on our behalf. The Authority will accept no liability for any loss or damage incurred during the performance of the project.
- 3.22 Any enquiries can be made by email to: Kieran Sludds ([kieran\\_sludds@hsa.ie](mailto:kieran_sludds@hsa.ie)).

Details of the Authority's publications including Annual Report, Programme of Work, and Strategy Statement etc. can be viewed on the Authority's website – [www.hsa.ie](http://www.hsa.ie).

## Appendix A – Format for Tenders

To assist in the evaluation process, applicants should follow the tender format set out in points 1-13 below:

### General information

1. Name, address, telephone number, fax number and email address of tendering organisation.
2. Brief profile of the tendering organisation.
3. Name, address, telephone number, fax number and email address of any third parties if applicable.
4. Description of role or element of contract to be fulfilled by any third party if applicable.
5. Confirmation of acceptance by the tendering organisation and any third parties of the Conditions of Tender outlined in Section 3 of this document.
6. Confirmation of compliance by the tendering organisation and any third parties with the qualification criteria listed in EU Council Directive 93/36/EEC (Appendix B).
7. A brief description of the technical facilities at the disposal of the tendering organisation or at the disposal of any third-parties, including the measures in operation for ensuring that a quality service will be delivered.

### Reference sites

8. The personnel (with CV for each member with specific reference to their relevant expertise and experience) and resources to be devoted to the management and other elements of the service, together with an indication of other relevant expertise and experience available within the organisation.
9. Relevant references to previous similar projects in other organisations of similar size in the previous three years, together with a list of names, addresses and telephone numbers of customers who may be contacted for recommendations.

### Schedule of costs

10. The total cost of the service per hour in € including any discount for Government agencies. The contract will be on the basis of 60 hours work per year. Payment will be made for any additional hours worked.
11. Confirmation that the tender holds good for 90 days after the closing date for receipt of tenders
12. Details of any other costs, taxes or duties which may be incurred.

### Any other information

13. Tenderers should provide any other information which may be relevant for this proposal.

## **Appendix B – EU Directive 93/36/EEC Extract**

Extract from Article 20, Paragraph 1 of EU Council Directive 93/36/EEC of 14th June 1993, co-ordinating procedures for the award of public supply contracts.

Any supplier may be excluded from participation in the contract who:

- a) is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with creditors, who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations;
- b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- c) has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata;
- d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- f) has not fulfilled obligations relating to the payment of taxes in accordance with legal provisions of the country in which he is established or those of the country of the contracting authority;
- g) is guilty of serious misrepresentation in supplying the information required under this Chapter.