

IMMA
Health and Safety Consultancy Services
2023

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1.0 INTRODUCTION

Irish Museum of Modern Art Company (IMMA) is a company limited by guarantee not having a share capital and registered under Part 18 of the Companies Act 2014. The Company is under the direction of the Minister for Tourism, Culture, Arts, Gaeltacht, Sport, and Media.

IMMA was established by the Government of Ireland as Ireland's leading national institution for the presentation and collection of modern and contemporary art.

IMMA is a registered charity, and it operates as a non-commercial state agency under the aegis of the Minister for Tourism, Culture, Arts, Gaeltacht, Sport and Media.

Its principal business activity is the management and development of The Irish Museum of Modern Art at the Royal Hospital Kilmainham, Dublin 8 and the promotion of the Royal Hospital Kilmainham complex and its grounds as a major cultural and artistic centre accessible to the public.

IMMA's principal business activity is partly funded from development income raised through corporate and philanthropic partnerships and from commercial income raised at the Royal Hospital Kilmainham complex from venue hire, retail, and catering.

The staff who support the key functions of the IMMA include Museum Curators, Commercial Events staff, Art Installation Technicians, Security Personnel, Cleaners, and Administration Employees.

The scope of this tender request is to provide Health and Safety consultancy services to IMMA.

- Assist IMMA in implementing its Safety Management System including update of Safety Statement, Risk Assessments, safety procedures etc on an ongoing basis and at least annually.
- Provide health and safety support to IMMA in the planning and managing of events at IMMA and the Museum programme.
- Act as Project Supervisor Design Process (PSDP) for all programme related construction activities carried out at IMMA.
- Provide ongoing Health and Safety consultancy support to IMMA as required.

1.1 Tender Queries

The IMMA Contact for this tender is Gale Scanlan, Head of Operations. Any queries relating to this tender must either be submitted to Ms Scanlan at gale.scanlan@imma.ie or can be asked at the voluntary site visit (see section 1.2). The deadline for clarification questions is **20 Sep 23 at 12noon**. Answers to clarification questions will be issued to all parties after this date.

1.2 Short-listing and Interview

Following receipt of all tenders IMMA will short-list several tenderers for further consideration. Shortlisted tenderers will be notified by email in the week beginning **6 Oct 23** with interviews taking place in the week beginning **16 Oct 23**. At the interview, prospective tenderers will be asked to present a case study from their practice that demonstrates their understanding of our unique cultural environment, their approach to building collaborative relationships with clients and how they provided practical, compliant solutions.

1.3 Site Visit

Prospective tenderers may attend a voluntary site visit to IMMA to familiarise themselves with the facility and the scope of services required. The site visit will take place at **11am on 13 Sep 23**. Attendees are to notify the Museum of their intention to attend the site visit in advance by email to james.doyle@imma.ie by **11 Sep at 5pm**.

1.4 Tenderer's Requirements

Tenderers must have the following items to be awarded the contract:

- (a) Employers Liability Insurance of €13,000,000
- (b) Public Liability Insurance of €6,500,000
- (c) Professional Indemnity Insurance (including as necessary for Asbestos related consultancy services) of €6,500,000.
- (d) A current Safety Statement

Items (a), (b), (c), (d), will be requested before the award of a contract.

* Note; where an applicant does not have the minimum stated requirements, a letter from a broker will be required stating that it can obtain and maintain the cover prior to contract award.

1.5 Closing Date

Tenders must be returned by email marked 'IMMA Health and Safety Consultancy Services 2023' no later than **29 Sep 23 at 12 noon**.

Emails to be addressed to gale.scanlan@imma.ie.

Late tenders will not be accepted.

1.6 Tender Sum to include

The Tender Sum shall be based on an assumption of 30 days consultancy per annum. Days may be required on site, off site, consecutively or otherwise. This number of days is indicative and for the purpose of this tender only and is not a guaranteed requirement. More or less days may be required at the discretion of IMMA. The amount quoted is inclusive of all travel, expenses and associated costs and overheads.

Tenderers are asked to submit a daily rate and an hourly rate for the delivery of the Services.

Professional Services Withholding Tax at 20% will be deducted from payments.

1.7 The Services

The services required are to provide the following Health and Safety Consultancy Services to IMMA:

- Assist IMMA in implementing its Safety Management system including update of Safety Statement, Risk Assessments, safety procedures etc on an ongoing basis and at least annually.
- Provide health and safety support to IMMA in the planning and managing of events at IMMA and the Museum programme.
- Act as Project Supervisor Design Process (PSDP) for all Exhibition activities carried out at IMMA.
- Provide ongoing Health and Safety consultancy support to IMMA as required.
- Regular remote support as required.
- Regular Site attendance will be required.
- Working directly with the Head of Operations and Head of Programming.

1.8 Service Delivery

This contract will be for a three-year period from the date of appointment. Many of the services required by IMMA concern the exhibition of contemporary art, public art projects, architectural projects, artist performance, and public engagement. The delivery of the services will require a high degree of specialised knowledge and familiarity with working in a museum setting. A lead consultant will be assigned to this contract. It is important for the delivery of services that the consultant will build relationships with IMMA staff, and that the consultant will be available at short notice to respond to specific incidents or questions. A probationary period of six months will apply to ensure a compatible working relationship.

1.9 Key Dates

The site visit will take place at **11am on 13 Sep 23**.

Attendees are to notify the Museum of their intention to attend the site visit in advance by email to james.doyle@imma.ie by **11 Sep at 5pm**.

The deadline for clarification questions is **20 Sep 23 at 12 noon**.

The deadline for the submission of tenders is **12 noon on 29 Sep 23**

Shortlisted tenderers will be notified by email in the week beginning **6 Oct 23**

Interviews will take place in the week beginning **16 Oct 23**

It is anticipated that the delivery of the Services will commence in November 2023.

1.10 Information which must be returned with Tender.

All information requested in the tender documents must be accompanied by the appropriate documentary evidence. Failure to provide the information and appropriate documentary evidence with the returned tender may result in the exclusion of the candidate concerned.

Documents to be returned:

- a) Appendix 1-Completed Suitability Questionnaire

Assumptions

Tenderers must not make assumptions that IMMA has experience of their organisation or their service provision even if on a current or previous contract. Submissions will be evaluated based upon the information provided in this tender response and during the site visit and interview.

2.0 CONDITIONS OF CONTRACT

2.1 General Conditions

The Service Provider must carry out the Works according to good professional practice.

2.1.1 The successful Service Provider will appoint a lead consultant for the contract. This person will be the contact person for IMMA and will assess what resources are required for any works in liaison with IMMA.

2.1.2 Site Access: Access to the IMMA building areas will be arranged with and facilitated by IMMA prior to work commencing on site.

2.1.3 All personnel shall be required to become familiar with IMMA safety procedures including fire evacuation and emergency procedures and shall comply fully with same.

2.1.4 The Service Provider shall be responsible for the honesty, integrity, general behaviour and performance of staff employed. IMMA shall reserve the right to request the immediate removal of any member of the Service Provider's staff from IMMA property, without reason being given. Failure in such matters will be considered by IMMA to be a material breach of contract.

2.1.5 No portion of the duties is to be sub-let or sub-contracted without prior approval by IMMA.

2.1.6 All insurances shall be kept in force for the duration of the contract. Professional Indemnity insurances will need to be maintained for a period of 6 years from the date of completion of the project. Renewal notices shall be submitted to IMMA.

2.1.7. The Service Provider shall be liable for and shall indemnify IMMA against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of carrying out the duties due to any negligence, omission or default of the Service Provider or any person for whom the Service Provider is responsible. The

Service Provider shall maintain such insurances as are necessary to cover the liability of the Service Provider in respect of any such occurrences.

2.1.8 The Service Provider shall comply with all Acts of the Oireachtas, including regulations, etc., pertaining to his/her operations. The Service Provider shall also be responsible for the safety of employees and comply with the Safety, Health & Welfare Act 2005, and all regulations made under the Act in so far as they relate to this work. The successful tenderer will be required to confirm they have a Safety Statement. Such request will be for the record and its receipt will not acknowledge its value or otherwise with regard to compliance with the Act.

2.1.9 Invoices shall be based on the tendered rates and no extra amounts will be paid. The Service Provider shall be paid monthly, provided the Service Provider submits correct invoices. The Invoice will itemise the works completed for the invoice period.

2.1.10 The Contract may be terminated by either party, but not unreasonably or vexatiously, by two months' notice (except if the Service Provider becomes bankrupt – when it shall be immediate) in writing, by registered post or recorded delivery. A material breach of the contract by the Service Provider shall, at the sole discretion of IMMA, give rise to termination of the Contract.

2.1.11 IMMA shall not be obliged to give the Service Provider any notice to terminate the agreement on the last (expiry) day of the agreement. However, in the event of IMMA continuing to avail of the services after that end (expiry) date, then the agreement shall continue until terminated by either party giving not less than one month's notice in writing.

2.1.12 Work will be agreed with the Service Provider on a project basis and will be authorised by nominated key IMMA personnel.

2.1.13 A probationary period of six months will apply to the contract. The parties will agree to terminate or continue the contract before the end of the initial six month period.

2.2 Freedom of Information

Information supplied in respect of this tender may be disclosed by IMMA under the terms of the "*Freedom of Information Act 2014*". If a tenderer believes that any of the information supplied by the tenderer should not be disclosed because of its sensitivity, the tenderer should identify such information and state the reasons for its sensitivity, and that IMMA will consult with the tenderer on this sensitive information before making a decision on any Freedom of Information request received, and that the final decision on disclosures rests with the Office of the Information Commissioner.

2.3 Management of the Competition

2.3.1 IMMA reserves the right to reject any, or all, of the applications; not to furnish an Applicant with additional information; to abandon the competition or to extend any time limit set out in this document.

2.3.2 IMMA is not bound to accept the lowest or any tender.

2.3.3 IMMA will shortlist a number of candidates from the tenders received.

2.3.4 Shortlisted tenderers will be required to visit the site and to meet with key IMMA personnel to discuss the Services and the delivery of those Services. Key personnel involved in the delivery of the Services should attend the site visit.

2.3.5 Once all site visits are complete IMMA will evaluate the tenders. Verbal representations given during the site visit will form part of the tender evaluation.

2.3.5 To assist in the evaluation of Tenders, IMMA may request a Tenderer to elaborate on certain aspects of their Tender.

2.4 Contract Award Criteria

The Contract will be awarded on the basis of the most economically advantageous tender following an evaluation process by IMMA on the basis of the following criteria (marks in brackets):

- a) Price (300). The lowest cost will be awarded full marks, others pro-rata.
- b) Expertise (300). The qualifications, experience and knowledge of the Tenderer in delivering services to the cultural sector or in areas that are translatable to the types of activity undertaken at IMMA, and the Tenderer's organisational capacity.
- c) Service Delivery (200). The implementation of IMMA's Safety Management System and an understanding of the programming needs of IMMA in delivering a public arts programme.
- d) Communication and Relationship (200). The ability of the consultant to communicate well, to be available to respond to issues at short notice, and to build relationships with IMMA's curators and event delivery team.

2.5 Evaluation of Tenders

2.5.1 The evaluation process will be completed in two stages.

2.5.1.1 Initial Assessment

The initial assessment will be of the Applicant's compliance with the instructions on submission, i.e. all documentation must be completed. Failure to complete the documentation as instructed may result in the exclusion of the submission. Tenders passing this initial assessment (including pass/fail criteria in Appendices) will then proceed to have the content of their submissions evaluated.

2.5.1.2 Assessment

a) Marking methodology for non-cost criteria

The non-cost criteria will be awarded marks out of 5, using the following marking framework; the awarded mark is then multiplied by the stated weight. The written submission, and the site visit and interview will both be used in the assessment of the tenders.

Assessment	Score	Interpretation
Excellent	5	Role model in this competency, could teach others
Good	4	Excellent standard this competency, has the required ability and experience.
Satisfactory	3	Adequately competent in this area.
Poor	2	Needs development, will require training.
Very poor	1	Has no evidence of this competency, gives no examples.
Unacceptable	0	Gives evidence of unsafe or inappropriate practice.

b) Marking methodology for cost criterion

The Tenderer offering the lowest overall cost in accordance with the Request for Tender instructions will be awarded the highest score and the remaining Tenderers will be awarded pro rata scores to two decimal places based on the relative competitiveness of their fee proposal. The formula that will be used is

$$\frac{\text{Available marks} * \text{Lowest acceptable tender price}}{\text{Tender price}}$$

Appendix 1

Suitability Questionnaire

Instructions on Completion

Please answer all questions in the order given and present as a single, continuous, document. Additional information should not be provided unless it has been specifically asked for in the question. Where a response length has been stated; please note that text beyond the stated length **will not** be evaluated.

Purpose

This questionnaire will be used to establish the Applicant's ability/capability to meet the necessary qualitative criteria and possess the required levels of technical capability to be considered in the award process.

Section A - General Information [For information]

1 Full title of Firm

2 What is the trading status of the firm? *Please state sole trader, partnership, limited company, limited liability partnership etc.*

3 Former trading names [if any]

4 Address

Address	
Telephone	
Email	

5 Date business commenced

6 VAT Registration Number

7 Please provide a copy of your current (at time of tender submission) Tax Clearance Certificate. Information on the Irish Revenue Commissioners can be found at <http://www.revenue.ie/>. Please note that it will be a condition of admittance that current tax clearance certificates must be available from the successful tenderer, where a Tenderer does not currently hold a Tax Clearance Certificate it must provide an undertaking to obtain one if awarded the contract

Provided YES / NO [Please delete]

If answer is No, please state reasons

8 Please state the name[s] of the individual[s] to whom queries should be addressed.	
Contact's Position	
Contact's Telephone No	

Contact's email address	
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Section B – Economic & Financial Standing:

9 Please provide a statement of your turnover for the last 3 financial years and indicate what proportion of that turnover was transacted providing services similar to those to which this Tender relates. Note: IMMA may if it chooses, request documentary evidence of the information presented in response to this question, at a later date. Where the Applicant does not have 3 years financial data, please provide what information is available and provide an explanation.

Financial Year	2020	2021	2022
Turnover			
% relating to the type of services required under the Request for Tender			

10 Please provide a copy of insurance certificates or a letter from your brokers / insurance providers evidencing current insurance in place.

NOTE: Where an applicant does not currently have the minimum stated requirement (see below), it will be a condition of award of contract that it obtain and maintain the minimum cover prior to, and during, any contract award as follows:

Minimum requirements are:

Public Liability €13,000,000

Employer's Liability €6,500,000

Professional Indemnity €6,500,000

11 Provide details for each consultant who, if appointed, would be assigned to this Contract.

Please provide CVs, including details of qualifications. All proposed consultants must have degree qualification in a Science/Engineering or equivalent technical area, must have a further qualification in Health and Safety (minimum Level 8) and must have a minimum of 10 years in a health and safety consultancy role. All proposed consultants must be current members of the Institution of Occupational Safety and Health (IOSH) or International Institute of Risk and Safety Management (IOSH). All proposed consultants must have more than 5 years' experience of carrying out the Project Supervisor Design Process (PSDP) Role

Provided	YES / NO [Please delete]
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12 Does your organisation have a Safety Statement that is compliant with current legislation? [Provide contents list and signed Safety Policy section of Safety Statement]

Yes / No / Not applicable
<i>If, No or Not applicable, please provide further information -attach contents page and signed policy statement only</i>

13 Have you notified the Health and Safety Authority of any incidents / accidents in the last 3 years which have resulted in your company having to amend its Health and Safety procedures? [For information]

Yes / No / Not applicable
<i>If Yes provide details</i>

14 During the last 3 years has your organisation been involved (or is currently involved) in any civil, statutory or industrial tribunals relating to Health and Safety matters? [For information]

Yes / No / Not applicable

If Yes provide details

15 Please provide 2 specific examples of similar contracts completed in the past 5 (five) years that evidence your experience and ability to deliver a high-quality service to IMMA. One of the contracts must include the provision of the Project Supervisor Design Process role as part of the services provided.

Referee 1

Name of Organisation	
Contact Name	
Contact's Position	
Contract's Telephone No	
Contract start date	
Contract end date	
Brief Description	
Contract Value	

Referee 2

Name of Organisation	
Contact Name	
Contact's Position	
Contract's Telephone No	
Contract start date	
Contract end date	
Brief Description	
Contract Value	

16. Experience of similar projects

Please provide details of where the project team has worked on similar projects in museums or equivalent facilities. These projects should include carrying out the PSDP role and working closely with artists and installations.

A maximum of three projects should be listed and detailed. Further detail of these projects will be discussed during the site interview.