

REQUEST FOR TENDERS FOR CLEANING SERVICES FOR THE CONSULATE GENERAL OF IRELAND IN SAO PAULO

Open Procedure

DEADLINE FOR RETURN OF TENDERS 12:00, 10th SEPTEMBER 2020

REQUEST FOR TENDERS FOR CLEANING SERVICES FOR THE CONSULATE GENERAL OF IRELAND IN SAO PAULO

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REQUEST FOR TENDERS FOR CLEANING SERVICES FOR THE CONSULATE GENERAL OF IRELAND IN SAO PAULO

SECTION 1: STATEMENT OF REQUIREMENTS

- 1.1 The Consulate General of Ireland in São Paulo ("the Consulate") requests tenders from suitably qualified service providers for Cleaning Services for its Ireland House office at Edifcio Platinum in São Paulo.
 - A detailed description of the services required is set out at **Appendix I.**
- 1.2 The Consulate requires comprehensive general cleaning, janitorial/sanitary services for its Chancery offices subject to the detailed direction and control of the Consulate's Administration staff. Bidders should note that they will be required to provide all cleaning supplies. While the Consulate will provide soaps, toilet rolls, hand towels, etc., the successful bidder will be required to manage this supply and notify the Consulate when stocks are running low.
- 1.3 Bidders should note that the Consulate's requirements may be subject to modification during the lifetime of the contract. The selected service provider will be required to co-operate with the Consulate in adjusting services should that situation arise.
- 1.4 The Chancery occupies an office space on the 6th floor of Edificio Platinum, Alameda Tower 1. It comprises a reception area, two general open office spaces, six offices, a conference, room, four bathrooms, kitchen, and two kitchenettes.
- 1.5 It is envisaged that the contract will run for an initial term of one year, renewable annually thereafter up to a maximum term of four years, subject always to satisfactory performance and the Consulate's needs.
- 1.6 The Consulate is under no obligation to appoint a contractor from this exercise, and reserves the right not to appoint or to re-run the exercise. The Consulate will not be liable for any bidder costs prior to appointment, including compilation of the submission.
- 1.7 Bidders may carry out site surveys/inspections in order to help them prepare their service and financial proposals. Interested parties may arrange inspections of the premises by contacting spectal-arrangements will need to be made to ensure these visits can take place in a safe and socially distant way.
 - Appointments will be held between 01st and 10th of September 2020. Answers to queries raised during the site inspection will be sent by email to all interested parties.

STANDARDS REQUIRED FOR THE SERVICES

1.8 The selected contractor must actively manage and supervise their staff in close consultation with the Administration staff of the Consulate. All services to be provided to industry best practice standards. Correct and accurate monthly invoices to be submitted to the Consulate, giving a clear breakdown of services provided. Performance will be subject to periodic reviews to be carried out quarterly or as agreed with the Administration.

- 1.9 All services must be provided/carried out at times suitable to the Consulate's hours of business and under the management and direction of the Administration staff. General office cleaning will normally be carried out from 07.30 am to 9.30 am and would usually be expected to take around 2 hours.
- 1.10 Where there is unsatisfactory service, providers will be asked to take the necessary steps to ensure that problems are promptly rectified and do not recur. In the event of repeated failures, a written warning will be issued and should this fail to rectify the situation the Consulate reserves the right to terminate the contract with 30 days notice. In addition, the Consulate will reserve the right to apply a fine on the value of the payment in the event of non-performance of any particular service, which will be deducted from the payment.
- 1.11 The selected contractor must be compliant with all relevant employment and health and safety legislation, and must hold relevant insurance covering liability for the operation of the contract.

SECTION 2: QUALIFICATION CRITERIA

Section 2 outlines what bidders must provide in order to qualify for evaluation under the Award Criteria as specified in Section 3.

- 2.1 Bidders will be required to demonstrate that they are capable of providing cleaning services to the Consulate. They must therefore provide:
 - Details on previous track record and experience delivering such services to clients of a similar nature and scale to those of the Consulate of Ireland. Bidders should include at least two references, which the Consulate reserves its right to contact.
 - Declaration that the bidder is compliant with all Brazilian legislation and regulations regarding health and safety at work and confirmation that the labour inspectorate has not identified any breaches of these regulations and legislation.
 - Evidence of insurance in the form of a letter from their insurer or broker that appropriate levels of employer's liability and public liability insurance are held and will be maintained for the duration of the contract.
 - NB: The letter from the insurer/broker must confirm that the policies will apply in respect of all staff and all the services to be carried out on the Consulate's premises, and that the cover extends to general office cleaning and carpet cleaning carried out by the bidder's employees.
 - Completed Declaration of Bona Fides (Appendix III) accepting the Terms and Conditions of this tender process and contract.

Bidders who fail to provide the above information may be rejected and not evaluated under the Contract Award Criteria.

2.2 Bidders should note that the Consulate may conduct appropriate checks with commercial rating agencies in order to confirm the financial standing of the successful bidder prior to the award of the contract.

SECTION 3: CONTRACT AWARD CRITERIA

For information on the proposals under the individual award criteria on which Bidders will be evaluated, please see Section 5.

3.1 Tenders will be evaluated initially to confirm that they are fully responsive and that they meet the qualification criteria set out in Section 2 above. Qualifying tenders will then be evaluated in the light of the contract award criteria. The contract will be awarded to the most economically advantageous tender having regard to the following criteria, weighted as indicated:

Total		
•	Reliability and continuity of service	<u>10%</u>
•	Overall cost* as set out in the Financial Proposal (Appendix II)	30%
•	Quality of Health and Safety Proposal	25%
•	Quality of Service Proposal	35%

^{*} The Overall Cost (OC) will be decided using the overall cost of cleaning as per the Financial Proposal (general office cleaning plus any additional costs/charges). The tender with the lowest cost will receive the maximum score available (30%) with all others evaluated against this, using the following formula:

- 3.2 Bidders must score a minimum 50% of the marks allocated for each of the Technical Criteria in order to come under consideration for awarding of the contract. Failure to achieve this minimum mark will result in the Bidder being eliminated from the competition.
- 3.3 The indicative budget ceiling for this contract is estimated at a maximum of BRL 65,000 exclusive of VAT (total contract duration) per annum. The Evaluation Committee reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this project, or fall below BRL 45,000 exclusive of VAT (total contract duration), where the Evaluation Committee may deem that the quality of the services required would be significantly compromised.

SECTION 4: REQUIRED FORMAT AND CONTENT OF TENDERS

- 4.1 Bidders must address all the Qualification Requirements specified in Section 2 i.e. signed Declaration of Bona Fides, references from current similar contracts, safety record and written confirmation from insurer or broker that all required insurances are in place and will apply in the event that a contract is awarded by the Consulate.
- 4.2 Bidders must provide a Service Proposal setting out details of the bidder's proposed levels and quality of service having regard to the specification set out in Section 1. In preparing the service proposal, bidders should have particular regard to the contract award criteria and the associated weightings set out in Section 3 of this RFT.
 - The service proposal itself must provide clear evidence of the bidder's resources and capacity
 to provide a full range of high quality cleaning services in respect of the Consulate;
- 4.3 Bidders must provide a Health and Safety Proposal, outlining how they will ensure safe work practices and detailing how risks will be managed (e.g. window cleaning, use of chemicals, etc.).
- 4.4 Bidders must include details on how they propose to ensure the continuity and reliability of the supply of services, for example, how staff absences will be dealt with, etc.
- 4.5 Tenders must include a Financial Proposal *in the exact format as set out at Appendix II.* The financial proposal must set out an all-in fixed lump sum annual figure for the services together with details of hourly rates, excluding VAT. The figures quoted will be binding for year one of the contract.
- 4.6 The financial proposal must reflect all and any ancillary costs that may be incurred in the provision of the services. Claims for additional or extra items arising in the course of the contract will not be entertained, unless such items were not foreseeable at time of tender (e.g. changes in relevant government regulations affecting costs).
- 4.7 Tenders must be submitted in English.

SECTION 5: CONDITIONS APPLICABLE TO THE TENDER PROCESS

- 5.1 The Consulate undertakes to hold confidential any information provided to it on a confidential basis by individuals or others, subject to the Consulate's obligations under law, including the Irish Freedom of Information Act. If for any reason, it is considered that information supplied to the Consulate should not be disclosed because of its sensitive nature, then it is incumbent upon the person or body when supplying the information to make clear this concern and to specify the reasons for the information's sensitivity. The Consulate will consult with any individual or body so supplying sensitive information before making a decision on any FOI request received. However, it should be noted that, ultimately, the decision on whether or not to release information under the FOI is a matter for the Information Commissioner and/or the Courts.
- 5.2 Conflicts of interest, or potential conflicts of interest, involving a bidder must be fully disclosed to the Consulate. Any registerable interest involving a bidder and the Consulate, its officers or their relatives, must be fully disclosed in any proposal submitted, or in the event that such information is not available at the time of submission of proposals, should be communicated to the Consulate immediately upon such information becoming known to the bidder. The terms "registerable interest" and "relative" shall be interpreted as defined in Section 2 of the Irish Ethics in Public Office Act 1995. Failure to disclose an interest may disqualify a bidder or invalidate an award of contract, if, in the view of the Consulate, the conflict is of a sufficiently serious nature to warrant it.
- 5.3 The Consulate reserves the right to terminate the tender process at any time prior to the signing of the contract. The Consulate reserves the right not to accept the lowest or any tender. No contractual relationship will arise until such time as a written contract is signed on behalf of the Consulate.
- 5.4 Information supplied by bidders will be treated as contractually binding. However, the Consulate reserves the right to seek clarification or verification of any such information, and also to request additional information from the bidders.
- 5.5 The Consulate will not be liable in respect of any costs incurred by bidders in the preparation of tenders or any associated work effort.
- 5.6 Tenders must be completed in accordance with the format specified in Section 4. Incomplete tenders or tenders that seek to vary or qualify the stated Terms and Conditions of Contract (see Appendix IV) may be rejected.
- 5.7 Bidders must submit PDF applications via email, with the subject line "Tender for Cleaning Services" and with the bidding company's name clearly stated in the body of the submission email to spcgtender@dfa.ie

Tenders must be submitted by 12:00 (GMT -3), 10th of September 2020 by email only.

Tenders that are sent late will not be considered.

5.8 The tenders will be evaluated by an evaluation team consisting of two officials in the manner explained in Section 3 above. Bidders will be notified of the outcome of the tender evaluation process as soon as possible after its completion. It should be noted that a formal contract cannot be put in place with the successful bidder(s) until at least 14 days have elapsed following notification of the outcome of the tender process.

- 5.9 Please note that all information relating to this tender will be sent by email from the address spcgtender@dfa.ie to all interested parties. The Consulate will not accept responsibility for information relayed (or not relayed) via third parties. If the Request for Tenders is in any way altered or edited, the subsequent tender may be deemed inadmissible.
- 5.10 Queries and requests for clarification relating to the Request for Tenders and any of the requirements specified therein will be dealt with via email to spcgtender@dfa.ie All requests for clarification in respect of this document must be submitted seven (7) working days before the closing date for receipt of tenders. The Consulate's responses to queries and requests for clarification will be sent by email to all interested parties.

SECTION 6: GENERAL TERMS AND CONDITIONS

- 6.1 The tenderer shall ensure that they are adequately insured on normal and customary terms against the risks which may arise or be occasioned by the work to be carried out and in particular, shall ensure that such insurance includes (without limitation) public liability insurance with an adequate limit having regard to the nature and extent of such work. The tenderer undertakes to furnish the Consulate upon request with copies of all such insurance policies together with evidence that all associated premiums have been duly paid up to date.
- 6.2 The work carried out by the service provider, irrespective of where their offices are located, shall be deemed to be carried out in Consulate General of Ireland, Sao Paulo and shall be governed by the laws of Brazil.
- 6.3 The Consulate General of Ireland, Sao Paulo will not be liable in respect of any costs incurred by tenderers in the preparation of tenders or any associated work effort, including the supply of equipment, where relevant, for evaluation and the return of such equipment to tenders, following such evaluation.
- 6.4 Information supplied by tenders will be treated as contractually binding. However, the Consulate General of Ireland, Sao Paulo reserves the right to seek clarification or verification of any such information. Post-tender qualifications or revisions will not be acceptable and may invalidate the tender.

The Consulate reserves the right to update or alter the information contained in this document at any time, but not later than 7 days before the closing date of the call for tender. Participating tenders will be so informed, should the need arise.

The Consulate reserves the right to request additional information from the tenders after the closing date.

- 6.5 The Consulate reserves the right to hold tenderers strictly to the terms and conditions submitted in their tenders and also reserves the right to accept or reject in whole, or in part, any or all tenders in response to this tender. Tenderers are specifically notified that failure to comply with or respond to any part of this tender (other than those elements clearly indicated as optional) may result in rejection of their tender as non-compliant. Tenderers whose tenders are not accepted will be notified in writing on finalisation of the competition.
- 6.6 It is the duty of the tenderer to fully understand and correctly interpret this tender. At all times, the tenderer has the responsibility to notify the Consulate, in writing, of any ambiguity, divergence, error, omission, oversight, or contradiction contained in this tender, as it is discovered, or to request any instruction, decision, clarification or direction that tenderers may require to prepare a tender.
 - Whilst every endeavour has been made to give tenderers an accurate description of the requirements, tenderers should form their own conclusions about the methods and resources needed to meet these requirements. The Consulate does not accept responsibility for the tenderers' assessment of the requirements.
- 6.7 The contract may be revoked by the Consulate at any time by giving 14 days' notice in writing to the service provider at their business or registered address.

The contract may be withdrawn and/or terminated for breaches of confidentiality, conflicts of interest or potential conflicts that may come to light or for general unsuitability or inability to execute the contract to the satisfaction of the Consulate and, in particular, to meet the quality standards required for this project.

The Consulate should not be liable for any loss incurred or arising from the revocation of the contract.

6.8 The service provider shall be responsible for the delivery of all services provided for within the Contract on the basis of the agreed costs. The Consulate retains the right to terminate the contract with 30 days notice where a service provider has failed to meet its contractual obligations in relation to the timely delivery of goods and services and/or to an acceptable level of quality. In addition, the Consulate retains the right to apply a fine on the value of the payment in the event of non-performance of any particular service, which will be deducted from the payment.

The progress of the project will be reviewed on an on-going basis and the Consulate may revise its needs at any stage to take account of changing business requirements in the Consulate.

In the event that the assignment must be revised or abandoned, the Consulate General of Ireland, Sao Paulo will make provisions for the termination of the service provider(s)' or proposed associates' contract without liability for the full cost.

The Consulate reserves the right to tender again or to terminate the contract at any stage on payment of reasonable and agreed costs accrued to the date of termination.

Appendix 1

Services Required

Reception Area				
Floors	Floors swept and mopped	Daily		
	Spot clean in event of	As required		
	spillage			
Doors, Counter, Desk, Table	Dusted & Damp wiped,	Once weekly		
& Chairs	wood polished with			
	protective cleaning			
	material. Rubbish removed.			
Telephones and Computers	Dusted, cleaned, disinfected	Once weekly		
Door Handles & Light	Cleaned, disinfected, finger	Daily		
Switches	marks, stains removed			
Ceilings	Check for cobwebs and	Monthly/As required		
	faulty light bulbs			
Public Counter Window	Cleaned inside and out to	Once weekly		
	remove streak and to polish			

Offices, Conference Room, Hallway & other Rooms			
Floors	Floors swept and mopped Daily		
	Spot clean in event of	As required	
	spillage		
Doors, tables, Furniture,	Dusted & Damp wiped,	Once weekly	
exhibition, hanging pictures	wood polished with		
	protective cleaning material		
Office Desks	Dusted & Damp wiped	Weekly	
Bins	Emptied & refuse removed	Daily	
	to designated area for		
	disposal, shredding and/or		
	recycling		
Telephones and Computers	Dusted, cleaned, disinfected	Once weekly	
Door Handles & Light	Cleaned, disinfected; finger	Daily	
Switches	marks & stains removed		
Internal Window Surfaces	Dusted & Damp wiped	Once weekly	
and sills			
Ceilings	Check for cobwebs and	Monthly/As required	
	faulty light bulbs		

Bathroom			
Floors Sweep, wet-mop (with disinfectant), rinse.		Daily	
Wash basins, urinals &	Rinse, remove stains, and	Daily	
toilet bowls, shower disinfect. Replenish			

	janitorial and sanitary items, urinal cakes, toilet paper, deodorants, paper towels, soap etc where necessary.	Once weekly/As required
Toilet Seats		
Mirrors	Clean & leave in a streak free condition	Daily
Walls/Tiles	Damp wipe	Monthly/As required
Doors, Door Handles &	Cleaned, disinfected, finger	Daily
Light Switches	marks, stains removed	
Ceilings	Check for cobwebs and faulty light bulbs	Monthly/As required
Wastebaskets	Emptied	Daily

Kitchen area			
Floor	Floors swept and mopped	Daily	
Bins	Emptied	Daily	
Fridge	Emptied and cleaned	Once Monthly	
Counter top & cupboard	Washed down, stains	Daily/As required	
doors	removed		
Cupboard shelves and	Dust and wet wipe;	Monthly	
drawers	rearrange where necessary		
Water Dispenser	Wet wipe clean, remove	Weekly	
	and clean drip tray		
Sink & surrounding area	Rinse & remove stains,	Daily/As required	
	replenish washing liquid,		
	paper towels, dishcloths etc.		
Dishes	Washing-up	Daily/As required	
Tiles	Polishing	Monthly/As required	
Kitchen equipment	Cleaning	Monthly/As required	
(microwave, kettle, coffee			
machine etc.)			
Tea towels	Washing	As required	
Ceilings	Check for cobwebs and	Monthly/As required	
	faulty light bulbs		

Additional Duties

- Make sure areas are left clean and arranged neatly, especially before and after any meetings / visitors;
- Report any cleaning product / shopping needs and maintenance requirements to local staff.

Appendix II

Financial Proposal:

- To be completed by Bidders.
- All prices to be presented in BRL and EXCLUSIVE OF VAT and for calendar year 2020.
- Tendered prices shall be fixed for 2020-2021 and costs thereafter shall be agreed with the Consulate on an annual basis.

Cost of general cleaning services for Chancery	Any additional costs or charges arising	Overall Cost per annum (General cleaning services PLUS any additional costs/charges)

Appendix III

DECLARATION OF BONA FIDES

We the undersigned offer to provide the general cleaning services for the Consulate of Ireland at the location specified in the Request for Tenders at the fixed costs set out in our financial proposal (Appendix II to the Request for Tenders) and subject in all respects to the Terms and Conditions of Contract (as set out in Appendix IV to the Request for Tenders).

We confirm that all information and commitments contained in or referred to in our tender are (i) accurate and correct, and (ii) accurately reflect our actual current operational and financial capability. We confirm that we will take full responsibility as prime contractors for the satisfactory performance of any services provided by sub-contractors.

We confirm that we operate in full compliance with all relevant Brazilian labour law requirements in respect of remuneration and conditions of employment in the contract cleaning industry and that these rates have been taken into account in preparing our tender. We confirm also that our Financial Proposal takes account of the need for replacement staff to cover sickness and holiday absences.

We confirm that we operate an environmental policy which aims to minimise the impact of our services, materials and processes on the environment. In particular, we confirm that we are compliant with all relevant environmental, waste management, and hazardous products regulations and that we will seek to minimise the usage of chemicals and materials that are damaging to the environment, and use environmentally-friendly products where practicable.

We confirm that our tax affairs are in order and that, if awarded the contract, we will be in a position to provide the Consulate with a current valid Tax Clearance Certificate.

We confirm that this Tender shall remain irrevocably open for acceptance by you for a period of 3 months from the closing date for receipt of tenders and it shall remain binding upon us for that period or such other period as we may agree.

We acknowledge that no legally binding agreement exists between us unless and until our offer is accepted by you and a contract incorporating the terms and conditions set out in Appendix IV of the Request for Tenders has been concluded.

We understand that the Consulate is not bound to accept the lowest or indeed any tender it may receive and may abandon or terminate the tender process at any time.

Signature:	 	
Printed Name:	 	
Name of Bidder:	 	
ICO:	DICO:	

Postal Address:		
Telephone:	 Fax:	
E-mail:		