



Ard-Chonsalacht na hÉireann
Consulate General of Ireland

**Request For Tenders for Catering and Hospitality Services For the Consulate General of Ireland,
New York**

DEADLINE FOR RETURN OF TENDERS 17.00, 22nd September 2020

**In accordance with EU Directive 2014/24/EU this tender competition is also being advertised on
the Irish Government's eTenders webportal as a Title III Service.**

**Tenderers should note that ALL communication, clarification questions and tender submissions
must be made directly with the Consulate General.**

Site visits are recommended.

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Section 1: Statement of Requirements

- 1.1 The Consulate General of Ireland, New York (“the Consulate General”) requests tenders from suitably qualified service providers for Catering and Hospitality Services to the Consulate General Chancery located at 345 Park Avenue, the Residence located at 50 UN Plaza and other venues in New York, as the Consulate requires.

A detailed description of the services required is set out at **Appendix I**.

- 1.2 The Consulate General requires comprehensive catering and hospitality services for its Chancery offices and Residence subject to the detailed direction and control of the Consulate General.
- 1.3 Tenderers should note that the Consulate General’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 General in adjusting services should that situation arise.
- 1.4 The Chancery occupies an office space on the 17th floor of 345 Park Avenue. It comprises a reception area, which can be configured to be 1,057 sq. ft. or opened to be 1,351. There is a kitchen space of 209 sq. ft.

The Residence is on the 29th floor of 50 UN Plaza. The dining and living rooms are adjacent and are 320 sq. ft. and 579 sq. ft. respectively. The kitchen is 220 sq. ft.

- 1.5 It is envisaged that the contract will run for an initial term of one year, with two annual renewals thereafter up to a maximum term of three years, subject always to satisfactory performance and the Consulate General’s needs.
- 1.6 The Consulate General is under no obligation to appoint a Tenderer from this exercise, and reserves the right not to appoint or to re-run the exercise. The Consulate General will not be liable for any bidder costs prior to appointment, including compilation of the submission.
- 1.7 Tenderers are strongly encouraged to carry out Catering Site surveys/inspections in order to help them prepare their service and financial proposals. Interested parties may arrange inspections of the premises by contacting newyorkcongen@dfa.ie.

Appointments will be held on the 7th and 8th of September 2020, subject to circumstances as a result of the COVID-19 health crisis. Answers to queries raised during the Catering Site inspection will be sent by email to all interested parties.

- 1.8 The selected Tenderer must actively manage and supervise their staff in close consultation with Consulate staff. All services to be provided to industry best practice standards. Correct and accurate invoices to be submitted to the Consulate General, 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 General’s hours of business and under the management and direction of the Administration section.
- 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 General

reserves the right to terminate the contract with immediate effect, and without any further payment. In addition, the Consulate General will reserve the right to withhold payment of all or part of a particular invoice in the event of non-performance of any particular service.

- 1.11 The selected Tenderer must be compliant with all relevant employment, health and safety and food safety legislation, and must hold relevant insurance covering liability for the operation of the contract.
- 1.12 The selected Tenderer will be required to operate an environmental policy which aims to minimise the impact of their services, materials and processes on the environment. In particular, the Tenderer must be compliant with all relevant environmental, waste management and hazardous products regulations and must seek to minimise the usage of chemicals and materials that are damaging to the environment, using environmentally friendly products where practicable.
- 1.13 As the world emerges from COVID-19 pandemic, there may be specific demands on the selected caterer to ensure the safety of staff and guests, and to instil confidence in those attending events.

SECTION 2: QUALIFICATION CRITERIA

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

2.1 Tenderers will be required to demonstrate that they are capable of providing catering and hospitality services to the Consulate General. 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 General of Ireland. Tenderers should include at least two references, which the Consulate General reserves its right to contact.
- Declaration that the bidder is compliant with all New York/US 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.
- Declaration that the bidder is compliant with all New York/US legislation and regulations regarding food safety and confirmation that the health inspectorate has not identified any breaches of these regulations and legislation.
- Declaration the bidder is compliant with all New York/US legislation and regulations regarding waste management and confirmation that the health 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 General's premises, and that the cover extends to any external venues where catering and hospitality services are carried out for the Consulate General by the bidder's employees.

- Completed Declaration of Bona Fides (Appendix 3) accepting the Terms and Conditions of this tender process and contract.
- Completed Personal Declaration (Appendix 4) confirming that the company is compliant.
- Completed Economic and Financial Standing (Appendix 5) confirming the company's financial status.

Please note that the Consulate General 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.

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

SECTION 3: CONTRACT AWARD CRITERIA

For information on the proposals under the individual award criteria on which Tenderers 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:

Criteria	Marks Available	Minimum mark requirement
A Service Proposal which provides a demonstrated understanding of the requirements outlined in the RFT	30%	15%
Demonstrated ability and capacity to provide the services required to the standards required	30%	15%
Cost proposal as set out in Appendix 2	40%	n/a
Total		100%

Marks for cost will be allocated using the following formula:

Cost Score	=	$\frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}} \times$	Number of Marks Available
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- 3.2 Tenderers 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 USD \$240,000 (approximately EURO €220,000) exclusive of VAT over the full potential 3-year duration of the contract. The Evaluation Committee reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this project. The Evaluation Committee will also seek clarification on Tenders they deem to be abnormally low.

SECTION 4: REQUIRED FORMAT AND CONTENT OF TENDERS

- 4.1 Tenderers 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 General.
- 4.2 Tenderers 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, Tenderers 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 catering and hospitality services in respect of the Consulate General.

- 4.3 Tenderers must provide details of their Health and Safety Policy and Food Safety Policy, outlining how they will ensure safe work practices and detailing how risks will be managed (e.g. spill of hot food or drink, broken dish or glass, use of cleaning chemicals, storage of food, heating food, cross-contaminations of foods etc.).
- 4.4 Tenderers 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 2*.
- 4.6 The financial proposal must reflect all and any ancillary costs that may be incurred in the provision of the services.

SECTION 5: CONDITIONS APPLICABLE TO THE TENDER PROCESS

- 5.1 The Consulate General undertakes to hold confidential any information provided to it on a confidential basis by individuals or others, subject to the Consulate General's obligations under law, including the Irish Freedom of Information Act. If for any reason, it is considered that information supplied to the Consulate General 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 General 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 General. Any registerable interest involving a bidder and the Consulate General, 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 General 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 General, the conflict is of a sufficiently serious nature to warrant it.
- 5.3 The Consulate General reserves the right to terminate the tender process at any time prior to the signing of the contract. The Consulate General 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 General.
- 5.4 Information supplied by Tenderers will be treated as contractually binding. However, the Consulate General reserves the right to seek clarification or verification of any such information, and also to request additional information from the Tenderers.
- 5.5 The Consulate General will not be liable in respect of any costs incurred by Tenderers 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 may be rejected.
- 5.7 Tenderers must submit PDF applications via email, with the subject line " **Request For Tenders for Catering and Hospitality Services For the Consulate General of Ireland, New York** " and with the bidding company's name clearly stated in the body of the submission email to newyorkcongen@dfa.ie

Tenders must be submitted by 17.00, 22nd September 2020 by email only.

Tenders that are sent late will not be considered.

- 5.8 Tenderers will be notified of the outcome of the tender evaluation process as soon as possible after its completion.

- 5.9.1 Please note that all information relating to this tender will be sent by email from the address newyorkcongen@dfa.ie to all interested parties. The Consulate General 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 newyorkcongen@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 General's responses to queries and requests for clarification will be sent by email to all interested parties.
- 5.11 Catering Site inspections are recommended and may be carried out by appointment with Maire Ni Christail or Dermot Fitzpatrick, Consulate General, via email to newyorkcongen@dfa.ie before Friday 4th September 2020.

Note: Visits will be subject to the public safety directions of the City and State of New York.

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, employers liability insurance and professional indemnity insurance with an adequate limit having regard to the nature and extent of such work. The tenderer undertakes to furnish the Consulate General 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 New York and shall be governed by the laws of New York/US.
- 6.3 The Consulate General of Ireland, New York 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 tenderers, following such evaluation.
- 6.4 Information supplied by tenderers will be treated as contractually binding. However, the Consulate General of Ireland, New York 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 General 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 General reserves the right to request additional information from the tenders after the closing date.

- 6.5 The Consulate General 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 General, 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 General does not accept responsibility for the tenderers' assessment of the requirements.

6.7 The Department may, in its absolute discretion:

- a. change the basis of, or the procedures (including the timetable) relating to the tender process;
- b. reject any or all of the tenders;
- c. invite Tenderers to proceed further at any stage of the tender process;
- d. do such things or engage in such actions as it deems necessary to ensure that the Services and provision thereof yield value for money;
- e. furnish Tenderers with additional information in respect of any aspect of the Services; or
- f. abandon the tender process.

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 General retains the right to withhold payment of fees 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.

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

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

The Consulate General 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

Details of Services Required

Capacity of Tenderers

Tenderers must be able to demonstrate that they have the capacity to provide services given limited facilities in the Consulate and Residence, and experience of delivering services in a functional working space. As outlined in Section 1.7 above site visits are recommended.

Tenderers must be capable of tailoring menus to reflect the nature of events; the majority include an aspect of Irish promotion; tenderers must display an understanding of this and an ability to deliver menus and services that are high quality and appeal to the Consulate's variety of clients.

Tenderers will also need to demonstrate an understanding of the restrictions the COVID-19 crisis has imposed and any further restrictions that may be introduced.

As we try to reconfigure how we will operate during and after the COVID-19 pandemic, we expect the profile and size of our public events will change. The event profile is likely to change significantly and all events will be subject to review in light of any new guidelines from HQ or the State of New York.

Specification of Requirements

The work will involve all Catering and Hospitality Services on an event-by-event basis at the Residence and Chancery, and in other locations as dictated by Consulate business needs.

An indicative guide based on 2019 events is below- this is not a guarantee of future events in terms of volume or location.

- 2 Seated breakfasts in the Residence, serving 5 - 20 guests
- 2 Seated breakfasts in the Consulate to serve 20 - 50 guests
- 10 Standing breakfast receptions in the Consulate to serve 100 - 200 guests
- 6 Lunches in the Residence serving 5 – 20 guests
- 19 Standing lunchtime receptions in Consulate to serve 15 -60 guests
- 31 Evening receptions in the Consulate serving from 50 - 200 guests
- 5 Seated dinners in the Residence to serve 5 - 20 guests
- 11 Evening standing receptions in the residence to serve 20 - 40 guests.

Payment will be made in arrears following each event.

Sample menus and services must be provided in advance; costs will be agreed and invoices must reflect those agreements.

Costs must include the setup and breakdown of furniture where required.

The Consulate estimates expenditure on catering and hospitality services of up to \$80,000 per year however Tenderers must understand this figure is an estimate only based on past and expected future usage and is not a guarantee.

The Tenderer shall

- Use seasonal produce where possible
- Offer vegetarian/vegan options for every event
- Provide a list of disposable and non-disposable items that will be used in the execution of the service, indicating specifically those that are disposable items. The tenderer must provide information about the material the disposable items are made of, indicating specifically if the items are recyclable or compostable. Disposable tablecloths used for only one sitting are not allowed.
- Use environmentally friendly cleaning products for any hand washing, dishwashing or routine cleaning.
- Have a plan to minimise greenhouse gas and air pollutant emissions of the vehicles used in the service provision.

Staffing and Personnel

The Tenderer shall:

- Arrange suitable supervision for the period of the Contract.
- Maintain an adequate Catering Site organisation under the full-time control of an experienced supervisor who is conversant with all relevant regulations, standards, codes, etc. including, but not limited to, those appertaining to Health and Safety, Food Safety and who is capable of assuming complete responsibility for a contract of this nature.
- Ensure that the names of personnel to be employed by the Tenderer in a supervisory capacity (e.g. head chef etc.) are given to the Consulate General immediately after the receipt of each Instruction by the Tenderer.
- Demonstrate that they have the ability to provide police certificate of good conduct confirming that all staff have no police record and verification of all staff's identity.
- Demonstrate that they can certify that all staff have the legal right to work in the Consulate General, New York.
- Demonstrate that all staff have undertaken Health and Safety and Food Safety training.
- Note that only the Consulate General may issue instructions under the contract and the Tenderer shall be responsible to them for the satisfactory execution of those instructions.

Quality Monitoring

Quality monitoring of the contract will be both the responsibility of the Consulate General and the Tenderer. The Consulate General and the Tenderer will work together to identify at any early stage any failures so that these may be corrected promptly, and identify any improvements that could be initiated through the life of the contract.

Meetings between the Consulate General and the Tenderer to discuss progress and pass on feedback on performance etc. may be called upon request.

The Consulate General's Reserved Rights

The Consulate General reserves the right to

- have any work within the Catering Site carried out by another Tenderer,
- supply any or all of the materials required for the execution of the work

Other Tenderers

Other Tenderers and/or the Consulate General's own specialist staff or labour may be working on the Catering Site and the Tenderer may in such cases be required to work in close co-operation with them.

Use of Contract Area and Catering Site

1. The Tenderer, their employees and Sub-Tenderers shall be confined to the area(s) on the Catering Site allocated by the Consulate General.
2. The Tenderer shall not use the Catering Site for any purpose other than that of carrying out the Services ordered.
3. The Tenderer shall not display advertisements on the Catering Site nor permit advertisements to be displayed without the Consulate General's consent, which may be given, subject to such terms and conditions as The Consulate General shall decide.
4. The Tenderer shall obtain the approval of the Consulate General for the siting of any waste receptacles etc.
5. The Tenderer shall use their best endeavours to prevent any trespass by employees on any adjoining owners' property.
6. (i) The Tenderer shall ensure that no equipment shall be left accessible for unauthorised persons.
(ii) The Tenderer shall ensure that no oil/gas cans are left unattended at any location within the Catering Site unless locked within a secure place approved by the Consulate General.
7. The Tenderer shall take all reasonable precautions during the progress of the Services to prevent any damage to adjoining property or to public or private roadways and to prevent waste etc, collecting thereon.
8. The Tenderer shall regulate the character of their transport and so operate it as to ensure that no damage beyond fair wear and tear is occasioned thereby and they shall comply with the requirements of the Consulate General as to the routes to be traversed and limitations of weights, speeds and class of vehicles.
9. If the Tenderer wishes to make use of any adjoining property for any purpose, they shall notify the Consulate General, obtain permission from the owners, and meet all charges in connection therewith. They shall clear away on completion of their work or when directed and make good any damage to their satisfaction. Except as provided in the Conditions of Contract Services, the Tenderer

shall be held responsible for any damage resulting from the Services and they shall make good any such damage at their own expense.

On Site Facilities

1. Unloading and Hoisting - The Tenderer shall be responsible for unloading, placing in and removal from store and transporting all materials including materials supplied by the Consulate General
2. Electricity for the Works - The Tenderer shall be responsible for the maintenance of the electricity services from the point of connection to the supply
3. Water for the services - The Tenderer is responsible for the provision of clean fresh water for the execution of the services together with necessary temporary receptacles and plumbing and any alterations, clearing away and making good on completion all work disturbed.
4. The Tenderer shall take great care to avoid contamination of any water supply with any cooking fat waste.

Protection of the Catering Site

- (1) The Tenderer shall keep the whole of the Catering Site and area affected clean and free from damage during the execution of the Services.
- (2) Where directed by the Consulate General, the Tenderer shall also provide and leave in position protection on completion of the Services, and such special protection shall be paid for by The Consulate General.

Safety, Health and Welfare

- (1) The Tenderer shall provide and maintain on the Catering Site all necessary welfare facilities for their employees, and for those employed by Sub-Tenderers.
- (2) The Tenderer shall arrange for the provision of all Personal Protective Equipment for use by their staff and all persons in the Catering Site to suit the requirements for the operations being carried out under this contract. The Tenderer shall endeavour to ensure that PPE is worn, when necessary, by all such persons.
- (3) The Tenderer shall carry out work on any Catering Site in conformity with any safety regulations adopted by The Consulate General. A copy of these regulations will be made available to the Tenderer upon request.
- (4) The Tenderer shall cease to employ any person who are in breach of the safety, health and welfare requirements.

Existing Services Installations

The Tenderer shall:

- not use or interfere with the existing service installations without the permission of the Contract Manager and, where applicable, of services and utility authorities and / or private owners;

- exercise particular care to avoid damaging existing service installations;
- inform their employees of the details and locations of existing service installations and draw their attention to the attendant risks and dangers.

The Tenderer shall immediately notify in writing the Consulate General and, where applicable, services and utility authorities and private owners of any damage, make arrangements for repair to the satisfaction of the Consulate General and, where applicable, or services and utility authorities and private owners, and for urgent repairs accept any arrangements made by the Consulate General. Subject to the provisions of the Conditions of Contract for Catering and Hospitality Services, the Tenderer shall be liable for the cost of such repairs.

Fire Precautions

The Tenderer shall comply with the Consulate General's fire precautions however compliance with these precautions shall not relieve the Tenderer of any responsibility for taking all other reasonable precautions against fire.

Security Arrangements

- (1) The Tenderer will ensure that all staff working on the Consulate General Catering Site will be in possession of a company photo-identity pass.
- (2) Specific arrangements will be notified to the Tenderer at the pre-start meeting.

Spillages

The Tenderer shall be responsible for any spillages of liquids or on the Catering Site or roads together with the subsequent costs and charges for cleaning or repair work in connection with the spillage.

Removal and Disposal of Waste

The Tenderer should maintain a food waste inventory: that surveys all processes to identify types and sources of on-Catering Site waste generation including liquid food waste (e.g. beverages). This should be provided to the Consulate General so steps can be taken to reduce the waste. The tenderer must implement a plan for sorting and disposing of waste limited to locally available treatments of waste streams. If the waste is to be collected by an authorised collector, the tenderer must sort into the fractions stipulated by the collector (e.g. the municipality). When the collection by an authorised collector allows for the collection of bio-waste and/or the collection of fats, oils and greases (FOGs), the tenderer must sort bio-waste and wasted FOGs produced in the kitchen and other facilities used by the staff separately and dispose of them in the authorised collection and recycling system. If a collection system for FOGs is not in place, the tenderer must put FOGs into a suitable container and dispose of them in the residual waste. FOGs must not be discharged into the sewage system. If the waste is to be treated on-Catering Site, the tenderer must provide the waste management procedures included in the waste management plan of the waste streams. Dry clean-

up methods must be used for the first clean of a greasy or oily area/equipment before washing the equipment. If guests are encouraged to sort waste themselves, clear sorting instructions must be provided. If disposable items are used, they must be recyclable, made of either recyclable plastic or compostable material.

Health, Safety and Welfare Measures

The Tenderer shall comply with all enactments regulations and working rules relating to health, safety and welfare and also food safety.

Operation of Plant and Machinery

The Tenderer must ensure that any staff operating vehicles or any other ride-on or ride-in equipment hold a full, current valid driving licence. The Consulate General will require to see such licences before staff are permitted to operate equipment on Catering Site.

Parking/Storage Areas

Parking / storage areas for equipment are to be agreed with the Consulate General or the Consulate General's Assistant.

Any vehicle or piece of machinery which is running must be supervised at all times. When left unattended or parked the vehicle or piece of machinery must be left in a safe condition.

Appendix 2

Cost Proposal

Tenderers must provide a **price proposal** in the prescribed format below in respect of the services to be provided for. Prices must be exclusive of taxes, the rate of which must be shown separately.

Event	Requirement	Total cost (excluding VAT) per event	Weighting
<p>Business breakfast in the residence:</p> <ul style="list-style-type: none"> • Seated breakfasts in the Residence to serve 20 guests 	Food 2 servers 1 Chef 1 Event manager Setup/breakdown		10%
<p>Standing reception for 180 guests, 2 hours:</p> <ul style="list-style-type: none"> • Evening receptions in the Consulate serving up to 200 guests 	Passed and stationed hors d'oeuvres for 180: Open bar for 180 incl Guinness: 5 Servers 3 bartenders 2 cooks One Event manager Rentals Setup/breakdown		20%
<p>100 Years of the Consulate in NYC:</p> <ul style="list-style-type: none"> • Standing reception in the Residence to serve up to 60 guests 	Stationed and passed Hors D'ouvres 3 servers 2 bartenders 1 Event Manager 1 Chef 1 coat/check-in Setup/breakdown		10%

Appendix 3

Confirmation of Bona Fides

We the undersigned do offer in accordance with the Request for Tenders and the Terms of Reference specified therein to provide Consulate General of Ireland, New York with Catering and Hospitality Services for the Department of Foreign Affairs and Trade at the fee rate set out in Appendix 2 and subject in all respects to the Terms of Reference published with this call for tenders which we have read and accepted.

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 this Tender shall remain irrevocably open for acceptance by you for a period of 12 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 in the form set out in this request for tenders has been concluded.

We understand that the Minister of Foreign Affairs and Trade 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 of tenderer or authorised agent:

Printed Name:

Name of Tenderer:

VAT No:

Postal Address:

Telephone no:

E-mail:

Appendix 4

PERSONAL SITUATION DECLARATION FORM

This Declaration of compliance with Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016) **must** be signed by all **Contractors/Suppliers**.

Name of Contractor/Supplier:	
Address:	
Country:	

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Mandatory Eligibility Criteria will be assessed as a "Fail".

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Discretionary Eligibility Criteria may be assessed as a "Fail" and the Contractor/Supplier may, at the discretion of the Contracting Authority not be admitted to the tender.

Please enter <u>Yes</u> or <u>No</u> as appropriate to the following statements relating to the current status of your organisation <u>and/or any director or person(s) who has power of representation, decision or control over the organisation.</u>		Yes/No
Mandatory Eligibility Criteria		
1	The Contractor/Supplier has been the subject of conviction by final judgment of participation in a prescribed criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 th October 2008.	
2	The Contractor/Supplier has been the subject of conviction by final judgment of 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 Ireland or in accordance with the law of the country within which the Contractor/Supplier is established.	
3	The Contractor/Supplier has been the subject of conviction by final judgment of fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.	
4	The Contractor/Supplier has been the subject of conviction by final judgment of terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or of inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.	

5	The Contractor/Supplier has been the subject of conviction by final judgment of money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.	
6	The Contractor/Supplier has been the subject of conviction by final judgment of child labour or 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.	
7	The Contractor/Supplier has breached their obligations relating to payment of taxes or social security contributions in Ireland or the law of the country within which the Contractor/Supplier is established and this breach has been established by a judicial or administrative decision having final and binding effect in Ireland or in accordance with the law of the country within which the Contractor/Supplier is established.	

If you have answered Yes to Question 7, please provide details of the relevant amount including:

- a. confirmation of whether you have paid, or have entered into a binding arrangement with a view to paying the outstanding tax or social security contributions including any accrued interest and/or fines; or
- b. details of whether you were informed of the exact amount due following the breach and at such time that it did not have the possibility of taking measures as outlined above before the expiration of the deadline for submitting this tender.

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE CONTRACTOR/SUPPLIER'S ORGANISATION.

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this Declaration may lead to my organisation being excluded from participation in this and future competitions.

Signed on Behalf of the Contractor/Supplier identified above, by -:

Signed: [Original signature]	
Print Name:	
Position:	
E-mail Address:	
Date:	

Appendix 5

Economic and Financial Standing

Applicants should declare in the self-declaration information regarding their financial standing and viability. The requirement is as follows:

Annual Turnover of twice the total value of the contract over the full duration and any possible extensions per annum for each of the last three years.

FINANCIAL STANDING				
We confirm that our turnover exceeded \$240,000.00 per annum in each of the last three financial years.				
NOTE: if turnover figures for 2019 are available, please use 2019, 2018 and 2017 accounts.				
Financial Year	2018	2017	2016	
Turnover	\$	\$	\$	
I confirm that I will provide evidence of turnover for the past three financial years promptly on request at any time prior to the tender list being finalised.			Yes	
			No	

The supporting documentation is not required at this stage of the tender process however it may be requested at a later date. Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.