



Ard-Chonsalacht na hÉireann
Consulate General of Ireland

REQUEST FOR TENDERS FOR DRIVER SERVICES FOR THE CONSULATE GENERAL OF IRELAND IN SÃO PAULO

Open Procedure

DEADLINE FOR RETURN OF TENDERS 12:00, 28th July 2021

**REQUEST FOR TENDERS FOR DRIVING SERVICES FOR THE CONSULATE
GENERAL OF IRELAND IN SÃO PAULO**

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REQUEST FOR TENDERS FOR DRIVING SERVICES FOR THE CONSULATE GENERAL OF IRELAND IN SÃO PAULO

SECTION 1: STATEMENT OF REQUIREMENTS

1.1 The Consulate General of Ireland in São Paulo (CONTRACTOR) requires general executive driver services to fulfil the transportation needs of the office in managing day-to-day tasks, including transporting the Consul General of Ireland in São Paulo (or designate) on official business. The chosen company (CONTRACTED PARTY) will be required to fulfil the following requirements:

- A. The hours of work will vary according to the needs of the CONTRACTOR. The base contract will be 15 eight-hour working days per month. You will be required, depending on the needs to the mission, to work longer hours and/or to work weekends and holidays.
- B. For contract purposes, an executive driver provided by the CONTRACTED PARTY must have the following skills / items:
 - I. Valid Brazilian driver's license, category B;
 - II. Driving experience of 5 years or more with a clean record, without driving license points;
 - III. Good knowledge of the mechanics of cars;
 - IV. Excellent security awareness and attitude;
 - V. Defensive driving certification;
 - VI. Minimum previous experience of 1 (one) year working as an executive driver;
 - VII. Neat appearance, including business-appropriate dress
- C. The CONTRACTED PARTY shall be solely and exclusively responsible for its acts, not having any employment relationship with the CONTRACTOR.
- D. The provision of the service will be carried out using vehicles belonging to CONTRACTOR, with the CONTRACTED PARTY being responsible for the maintenance and safe use of said property, excluding the general cost of maintenance.
- E. The CONTRACTED PARTY shall be responsible for providing qualified personnel and equipment necessary for the services of a driver to be provided, and will assume all liability provided for in labour and social security legislation, including insurance against accidents at work, for all employees employed in the execution of the services.
- F. The CONTRACTED PARTY shall notify the CONTRACTOR of any and all work accidents that have occurred, taking responsibility for referring the injured person to the appropriate medical care. The CONTRACTED PARTY will ensure the timely replacement of the driver, so that the service continues to be provided to the CONTRACTOR.

G. It is the responsibility of the CONTRACTED PARTY to grant to its employees all the benefits provided for in Brazilian Labour Law, in the form, values and terms set forth in the respective legal texts, without any burden to the CONTRACTOR.

H. For contract purposes, an executive driver provided by the CONTRACTED PARTY must be able and willing to fulfil the following major duties and responsibilities:

- I. Carry out driving duties as instructed by the CONTRACTOR, including any delivery or collection duties as may be necessary.
- II. Check weekly vehicle schedule for the office (missions, transport needs), prepares necessary plans / arrangements.
- III. Maintain the Vehicle Mileage and Fuel and Hours Worked forms and submits them to the Office Manager at the end of each month.
- IV. Ensure that the official car is checked on a daily basis (working days) concerning fuel, water, oil and other fluids, tyre pressure and any damage/ repair requirements (which are to be reported to the Office Manager for action).
- V. Suggest and report on appropriate services or repairs.
- VI. Ensure that all equipment and accessories are in good order, and that the vehicle is kept clean and the interior tidy. The driver should also disinfectant the car following a change in passengers or at the end of each day until otherwise advised.
- VII. Obey all road traffic regulations, including the wearing of seat belts.
- VIII. The driver should make sure that fulfilment of his tasks is carried out with full care preserving the confidentiality of all matters related to the CONTRACTOR's operations.
- IX. Complete other administrative duties as required

I. The CONTRACTED PARTY shall provide a replacement, at the formal request of the CONTRACTOR, within a non-extendable period of 24 (twenty four) hours, of any employee of the CONTRACTED PARTY, specifically when the driver:

- I. Has ingested alcohol during working hours;
- II. Has presented himself intoxicated at the place of work;
- III. Does not behave in a professional and courteous manner;
- IV. Does not identify himself when requested by the CONTRACTOR;
- V. Is absent from the place of work without prior justification or communication with minimum advance notice of 02 (two) days.

1.2 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.

1.3 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.

- 1.4 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.

STANDARDS REQUIRED FOR THE SERVICES

- 1.5 The selected contractor must actively manage and supervise their staff in close consultation with the Office Manager of the Consulate. All services to be provided to industry best practice standards. Correct and accurate monthly invoices to be submitted to the Consulate. Performance will be subject to periodic reviews to be carried as agreed with the Administration.
- 1.6 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 deduced from the payment.
- 1.7 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 executive driver services to the Consulate. They must therefore provide:

- A. 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.
- B. 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:

- Demonstrated ability to meet the requirements 40%
- Demonstrated experience in working in an executive driver capacity 20%
- Cost based on fixed monthly rate – see Appendix II 40%

Total **100%**

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 330,000 exclusive of VAT (total contract duration). 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 150,000 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.
 - A. The service proposal itself must provide clear evidence of the bidder's resources and capacity to provide a full range of high quality driving executive services in respect of the Consulate.
- 4.3 Bidders must include details on scheduling practices and how they propose to ensure the continuity and reliability of the supply of services, for example, how staff absences will be dealt with, etc.
- 4.4 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 daily rates, excluding VAT. The figures quoted will be binding for year one of the contract.
- 4.5 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).

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 Executive Driving 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), 9 July 2021 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 SaoPauloCG2@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, São Paulo and shall be governed by the laws of Brazil.
- 6.3 The Consulate General of Ireland, São 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, São 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 30 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 contractor shall be responsible for the delivery of all services provided for within the Contract on the basis of the agreed costs. 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 deduced 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 in São 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 I

Services Required

Driving	Driving the Consul General or any other designated person from the Consulate to meetings, events and other activities	As required
Driving	Collecting or taking guests from the Consulate to airport/hotel	As required
Driving	Delivering/collecting documents/items on behalf of the Consulate	As required
Admin	Visits to the bank or other agencies to make lodgements, withdrawals or payments	As required
Admin	Purchasing supplies on behalf of the Consulate	As required
Admin	Preparation and Delivery of items to the post office	As required
Admin	Logistical support and preparation of deliveries	As required
Car Maintenance	Ensuring the car is always clean	As required
Car Maintenance	Ensuring the tank is full	As required
Car Maintenance	Managing regular maintenance/ensuring there are no issues with the car	Once every 6 months/as required

The Consulate may require the support of the driver for other similar duties as required.

APPENDIX II

FINANCIAL SUBMISSION

CONTRACT INPUTS AND FEE RATES

Tenderers are requested to complete the pricing template below with a fixed monthly rate for 2021 in respect of the services specified in the Terms of Reference.

Please note:

1. The hours of work will vary according to the needs of the Contractor, from Monday to Sunday; however, the contract will cover 15 eight-hour working days per month.
2. Additional hours per day will be payable at an hourly rate
3. Working weekends or holidays may also be required according to the needs of the contractor. If this rate is different, please provide the information below.
4. Tendered prices shall be fixed for 2021 and costs thereafter shall be agreed with the Consulate on an annual basis.
- 5.

NAME OF CONTRACTOR:

TOTAL CONTRACTED COSTS

Name of Contractor	Fixed Monthly Rate 2021 (8 hours x 15 working days) Excluding VAT	Extra hours (Overtime cost per hour) Excluding VAT	Weekend/holiday Daily Rate (cost per 8 hour day) Excluding VAT

- Please inform the Monthly Rate excluding applicable taxes.

Name of Contractor	Fixed Monthly Rate 2021 (Including VAT)	Extra hours (Including VAT)	Weekend/holiday Daily Rate (Including VAT)

- Please also inform the Monthly Rate including applicable taxes.

APPENDIX III

DECLARATION OF BONA FIDES

We the undersigned offer to provide the general Executive Driving 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 driving 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: _____