

CONTRACT FOR THE COMPREHENSIVE MAINTENANCE SERVICE OF THE BUILDINGS AND FACILITIES OF THE RESIDENCE AND CHANCERY OFFICE OF THE CONSULATE GENERAL OF SPAIN IN LAGOS (FEDERAL REPUBLIC OF NIGERIA)

File No.: SER-24/002.

PARTIES

On one hand, Mr., Consul General of Spain in Lagos acting on behalf of and representing the Ministry of Foreign Affairs, European Union and Cooperation (hereinafter "The administration").

On the other hand, Mr/Ms with identification domiciled in acting in the name and representation of the companywith address at according to document (Hereinafter "The Contractor").

Both parties respectively recognize competence and capacity to formalize this contract, charged to budget application 12.01.13.142A. 218.

ADMINISTRATIVE BACKGROUND

- This contract has been favourably informed by the State Attorney's Office in the Department on2024.
- Date and amount of expense approval:.....
- Date of prior inspection of the approval of the expense:
- Date of prior inspection of contract authorization:
- Date of the agreement by which the contract is awarded and authorized:

AGREE

Clause 1.- The Contractor undertakes to fully execute the general maintenance service of the buildings and facilities of the Consulate General of Spain in Lagos (General Republic of Nigeria) which are located in the following properties:

- Main building: located in the central part of the plot with three floors.
- Security booth.
- Housing for the Consul General.
- Service pavilion.

- Shed for diesel tanks
- Security team housing
- Water deposits
- Electric generators.

The maintenance service will be carried out in the buildings and facilities in accordance with the provisions of the Specific Administrative Clauses (PCAP) and the Specific Technical Prescriptions (PPTP), approved by the Contracting Body on date... .., which, as contractual documents, are attached to this contract.

The Contractor declares without reservation that it has understood the scope and meaning of the documents that form part of the contract and considers it feasible, technically and legally, to carry out its complete execution respecting and complying with current regulations.

The Contractor also declares that its offer is complete, since it includes, in addition to the work that specifically constitutes the object of the contract, the necessary steps to be responsible for the successful completion of the service.

Clause 2.- In matters not expressly regulated in this contract, in the PCAP and in the PPTP, the provisions of the First Additional Provision of Law 9/2017, of November 8, on Sector Contracts, will apply. Public, by which the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of February 26, 2014, are transposed into the Spanish legal system. Without prejudice to the fact that to resolve any doubts and gaps that may arise in its application, the principles of the LCSP will be taken into account.

The contentious issues that arise in the execution of the contract will be resolved by mutual agreement between the parties and, failing that, they will be submitted to the jurisdiction of the Spanish Courts, as the contractor has expressly accepted their jurisdiction, in accordance with Annex 3 of the Specific Administrative Clauses.

Clause 3.- The total price agreed for the execution of all the services covered by the contract is:

- Total price (excluding VAT or similar tax as Representation is exempt):
- Prices revision: Not applicable.
- Payment regime: as stipulated in clause 22 of the PCAP.

The price is global in nature, and includes all types of expenses, licenses, fees, taxes or tributes, state or local, except VAT. or similar tax, which is or may be taxed on the services that are the subject of the contract during its validity.

Clause 4.- The execution period is 2 years, starting from 08/01/2024 and until 07/31/2026, with the possibility of approving an extension for 1 additional year.

Clause 5.- Taking into account the customs of the local market, the constitution of a definitive guarantee is not required.

Clause 6.- The Contractor provides a civil liability insurance policy signed with the company....., certificate number....., dated, to respond for the obligation to compensate for damages caused to third parties as a result of the execution of this contract. The policy must be renewed to cover all damages during the entire period of performance of the service.

Clause 7.- Penalties may be imposed according to the type and procedure provided for in clause 24 of the PCAP.

Clause 8.- The modification of the contract may be carried out whenever the circumstances so advise, in the manner and with the effects provided for in Clause 25 of the PCAP.

Clause 9.- The contract may be terminated, with no further obligation than payment for the service actually provided, in the cases included in Clause 32 of the PCAP.

Clause 10.- List of the documents that make up the contract listed in order of priority:

1. The PCAP.
2. The PPTP.
3. The letter of invitation to participate in the procedure.
4. The formalization document.
5. The successful bidder's offer

In Lagos, (date)

THE ADMINISTRATION

THE CONTRACTOR

Name and Position

Name and Position