



DOCUMENT OF SPECIFIC ADMINISTRATIVE CLAUSES (PCAP)

SERVICES AGREEMENT

File Nº: SER-21/010

SUBJECT MATTER: SERVICE OF THE GENERAL MAINTENANCE OF THE BUILDINGS AND INSTALLATIONS OF THE RESIDENCE, CHANCERY AND POLICE QUARTERS OF THE EMBASSY OF SPAIN IN ABUJA (NIGERIA)

PLACE OF EXECUTION: THE EMBASSY OF SPAIN IN ABUJA (NIGERIA)

PROCEDURE: NEGOCIATED WITH PUBLICITY.

ADDITIONAL PROVISION OF FIRST LAW 9/2017, OF NOVEMBER 8, ON PUBLIC SECTOR CONTRACTS, BY WHICH THE DIRECTIVES OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL 2014/23/UE AND 2014/24/UE, OF FEBRUARY 26, 2014 ARE TRANSPOSED ON THE SPANISH LEGAL SYSTEM.

This PCAP has been favorably informed by the Legal Service of the Department on the date 03/25/2022.

Approved
The Minister
P.S. (AUC Order / 462/2021, of April 28)
The Director General of the Foreign Service

Maria Hilda Jime





SUMMARY TABLE

- **Type of contract:** Administrative Services Contract.
- **File number:** SER-21/010
- **Object of the contract:** General maintenance of the buildings and facilities of the Residence, Chancellery and homes of the security team of the Spanish Embassy in Abuja (Nigeria).
- **Place of execution:**
Chancery: 8 Bobo Close (Maitama)
Residence: 55 Mississippi Street (Maitama)
Police Quarters: 4 Osse Street (Maitama)
- **Execution period:** Three years.
- **Possibility of extension:** Extendable for two more years.
- **Common Contract Vocabulary (CPV):**
50700000-2. Repair and maintenance services of building equipment.
50800000-3. Various repair and maintenance services
- **Contracting Body:** The Minister and, by delegation, the Director General of the Foreign Service (Order AUC/462/2021, of April 28, on the setting of limits for the management of certain expenses and delegation of powers).
- **Profile of the Contractor:** <http://contrataciondelestado.es>
- **Processing of the contract file:** Ordinary.
- **Award procedure:** Negotiated with publicity. Additional provision of First Law 9/2017, of november 8, on public sector contracts, by which the directives of the european parliament and of the council 2014/23/ue and 2014/24/ue, of february 26, 2014 are transposed on the spanish legal system.
- **Estimated value of the contract:** 81,000,000 Naira.
- **VAT:** The Representation is exempt from I.V.A. or similar tax.
- **Base budget for the tender:** 48,600,000 Naira.
- **Budget Application:** 01.12.13.142A.218
- **Award criteria:** Economic and qualitative
- **Definitive guarantee:** 5% of the award amount (excluding VAT or similar applicable tax).
- **Period of validity of the guarantee:** Up to 6 months from the end of the contract.





CHAPTER I - GENERAL PROVISIONS

Clause 1.- OBJECT OF THE CONTRACT.

The object of this contract is the provision of the service of general maintenance of the buildings and facilities of the Residence, Chancellery and Quarters of the Security Team of the Embassy of Spain in Abuja (Nigeria).

The details and characteristics of the service, as well as the way in which it must be provided, are established in the Document of Particular Technical Prescriptions (PPTP).

The procedure is presented without a breakdown by Lots because the independent performance of the various benefits included in the object of the contract would hinder the correct execution of the same from the technical point of view.

Clause 2.- PERIOD OF EXECUTION.

The term of execution of the contract will be three years, from 06.01.2022 to 05.31.2025, and may be extended, expressly and in writing before the end of the contract, for a maximum period of two years.

Clause 3.- PLACE OF EXECUTION.

The service object of the contract will be provided in the premises of the Embassy of Spain in Abuja:

Chancery: 8 Bobo Close (Maitama)
Residence: 55 Mississippi Street (Maitama)
Quarters of the security team: 4 Osse Street (Maitama)

Clause 4.- NATURE OF THE CONTRACT AND APPLICABLE LEGAL REGIME.

The contract referred to in these specifications is a Public Sector contract, of an administrative nature and services, which will be governed in terms of its preparation, award, effects and termination by this PCAP, by the PPTP, as well as by the document itself in which the contract is formalized. For everything else not expressly regulated in the contract and in the specifications, the additional Provision of First Law 9/2017, of november 8, on Public Sector contracts, by which the directives of the European Parliament and of the Council 2014/23/ue and 2014/24/ue, of february 26, 2014 (hereinafter LCSP) are transposed onto the Spanish legal system, shall apply; all this without prejudice to the condition that the principles of the LCSP shall be taken into consideration in order to solve any doubts or differences that might arise in its application.

The following documents will have a contractual nature:

- The PCAP.
- The PPTP.
- The letter of invitation to participate in the procedure.
- The successful bidder's offer
- The formalization document.

Clause 5.- ECONOMIC AND BUDGETARY REGIME OF THE CONTRACT.

Bidding base budget (PBL): The amount of the bidding base Budget, which determines the exclusion of any offer of a higher value, amounts to 48,600,000 Naira (NGN), around USD 117,108.42 and 111,531.84, at the exchange rate of USD 1 = NGN 415 and € 1 = USD 1.05.

VAT or similar applicable tax: The Representation is exempt.

Estimated value of the contract (EV): The estimated value of the contract (including any possible expected extensions) amounts to 81,000,000 Naira (NGN), around USD 195,180.72 and €185,886.40.



Budget application: 01.12.13.142A.218, being the distribution by annuities, with the following provisions:

2022: NGN 8,100,000

2023: NGN 16,200,000

2024: NGN 16,200,000

2025: NGN 8,100,000

TOTAL PBL: NGN 48,600,000

These planned annuities may be subject to readjustment based on the definitive commencement date of execution of the contract.

CHAPTER II – BIDDING

Clause 6.- REQUIREMENTS OF THE BIDDERS.

Natural and legal persons may submit bids for the award of the contract, individually or in a group or temporary union, with full capacity to act, who have an organization with sufficient personal and material elements to technically and legally be able to successfully carry out the provision object of the contract, respecting and complying with current regulations and accepting the scope of all contractual documents. Admission to the tender will require that the bidders have the economic and financial capacity, as well as the technical or professional capacity necessary to the execution of the contract, while the Administration shall reserve the power to examine the said capacity.

Entrepreneurs must also have the business or professional empowerment which, as the case may be, might be required to carry out the activity or provision that constitutes the object of the contract.

Clause 7.- WAY TO PROVE THE REQUIREMENTS OF THE BIDDERS: CAPACITY AND SOLVENCY.

A) The capacity to act will be accredited as follows:

- 1) Foreign companies, of non-Spanish nationality, neither from member countries of the EU nor signatories of the Agreement on the European Economic Area**, must accredit before the Corresponding Diplomatic Mission or Consular Office of Spain of the place of execution of the contract, which are registered in the local professional, commercial or similar registry, otherwise, which operate normally in the local traffic of the activities to which the object of the contract extends. Once these circumstances are verified, the corresponding report shall be issued by the Diplomatic Representation, which will be included in the contracting file.
- 2) Companies of Spanish nationality or of a member country of the EU or signatories of the Agreement on the European Economic Area**, shall accredit their capacity to act by means of the following documents:
 - Companies of Spanish nationality will accredit their capacity to act through the presentation of a certified copy of the deed or document of incorporation, statutes or founding act in which the rules that regulate the company's activity are spelt out, duly registered in the corresponding public registry.
 - Non-Spanish companies that are nationals of EU Member States or signatories of the Agreement on the European Economic Area, shall accredit their capacity to act through of the corresponding certificate of inscription in the Registry, proceeding in line with the legislation of the State in which they are established, or by filing an affidavit or a certificate, in the terms established by regulation, in accordance with the applicable community provisions.

Likewise, they shall present a liability declaration that the company is not included in any of the causes of inability to go into contract with the Administration, as stipulated in Art. 71 of the LCSP (as per the model in Annex 2), and that the company is up to date in complying with its tax and Social Security obligations, if any.



3) Documentation accrediting the representation:

- Copy of the identity document of the signatory of the proposal.
- Sufficient Power of Attorney of the signatory of the proposal, or equivalent document, duly registered in the corresponding register.

B) Proof of economic and financial solvency, and proof of technical or profesional solvency, shall be shown by submitting the following documentation:

1. Economic and financial solvency:

A civil liability insurance policy will be provided for a minimum amount equal to or greater than the bidding base budget (48,600,000 NGN) in force on the date of the end of the term of presentation of offers, which shall be accredited by means of a certificate issued by the insurer, stating the amounts and risks insured and the expiration date of the insurance.

2. Technical or profesional solvency:

A list of work or services performed of the same or similar nature will be provided executed in the last three years, and the annual amount accumulated in the year with the highest execution must be equal to or greater than 11,340,000 NGN (70% of the average annuity of the contract). That list must indicate date, amount, recipient and purpose thereof.

Likewise, companies must provide documentary evidence that:

1. The person in charge of the contract has a Degree in electrical engineering, thermal installations, hydro installations, or equivalent Degree, and has a minimum of five years experience in this type of work.
2. The Contract Supervisor has a minimum of five years experience in installations and maintenance.
3. Two Operators in charge of executing the operations foreseen in the Specifications of Particular Technical Prescriptions with the appropriate professional training and, at least, a year of experience.

These requirements will be accredited with the presentation of the corresponding Degree and CV.

C) Other documentation:

1. Companies that do not have Spanish nationality and who opt for **submission to Spanish Courts** must present a declaration of submission to them (Annex 3).
2. **Confidentiality commitment:** All documentation and information provided to the bidder is confidential in nature, the said bidder therefore has a duty of confidentiality in respect of the documentation and information that he receives for the bidding of this contract. He must show his express commitment to respect that duty by filling and submitting Annex 4 of this PCAP.
3. **Temporary Union of Entrepreneurs (UTE):** In the event that a tender is made by a Temporary Union of Entrepreneurs, the corresponding binding constitution must be provided, duly signed by the representatives of each of the companies that make up the UTE (Annex 5).

The bidders will initially replace the provision of supporting documentation of their capacity and solvency mentioned in this clause in sections A) and B) above with a Declaration of Liability (See Annex 2, attached to this document), indicating that they meet the conditions legally established to enter into contract with the Administration. For those cases in which several entrepreneurs bid together as a temporary unión group, a liability declaration shall be provided by each of the participating companies.

The Contracting Authority may at any time ask the bidders for all or any of the capacity and solvency-proving documents replaced with the above-mentioned Declaration of Liability.



In any case, the bidder that is proposed as the successful bidder must, previous to the award of the contract, show possession and validity of the documentation proving its capacity and solvency.

The circumstances relating to capacity and solvency, as well as the absence of prohibitions against contract-worthiness must be present at the date of presentation of offers and subsist at the time of perfection of the contract.

If it is not proven that the bidder meets the capacity and solvency requirements, its proposal will be excluded from the bidding process.

All the documents required in this clause, unless they are written in English, must be accompanied by a translation into Spanish, where appropriate, and must be originals, true copies or certified photocopies.

Clause 8.- DEADLINE, PLACE AND METHOD OF PRESENTATION OF PROPOSALS.

The Embassy of Spain in Abuja will invite bids from at least three companies with sufficient capacity and solvency to carry out the object of the contract.

Likewise, the tender announcement will be published on the Representation's website so that interested companies who equally meet the requirements of sufficient capacity and solvency to carry out the object of the contract can bid. The deadline for submitting offers will be the same for both options and this will be indicated both in the invitation letters and in the publication of the announcement on the website of the Representation.

The proposals of the bidders must comply with the specifications and documentation that govern the bidding, and their submission implies unconditional acceptance by the company of the content of the totality of the Clauses of this PCAP.

Variations, improvements or alternatives of the object of the contract are not authorized. Each bidder may not submit more than one proposal.

The Contracting Authority may not disclose the information provided by the entrepreneurs that these have designated as confidential while submitting their offer.

Deadline for submitting offers: The deadline for submitting proposals will be 20 calendar days counting from the day following the date of sending the invitations and publication of the bidding announcement (both shall take place on the same day).

Place of presentation of offers: The proposals shall be presented by hand or by mail at the General Registry of the Embassy of Spain in Abuja.

Address: 8 Bobo Close, Maitame District, 900271; P.M.B. 5120, Wuse Post Office. Abuja.

Hours: Monday to Friday, from 09:00 to 14:00.

In the event that the presentation is made through postal mail, this must be made known to the Embassy through the email to the address: emb.abuja@maec.es within the period established for the presentation of offers.

The Registry will issue, once the submission deadline has ended, a certificate on the proposals received, as well as those received extemporaneously.

Form of presentation of offers: The proposal will consist of two envelopes, separate and independent, duly sealed and signed by the bidder or the person who legally represents him, with the following requirements:

- The tables shown in **Annex 1** of this Document shall be consigned on the outside of each envelope, clearly visible and without the need to open the envelope before reading.



- Envelope contents:

- **Envelope No. 1:** "Administrative Documentation". It will contain the documentation proving compliance with the requirements prior to the tender (capacity and solvency), as well as that relating to the Proposal of criteria subject to value assessment:

1. **Annex 2** of the PCAP (Declaration of Liability).
2. **Annex 3** of the PCAP (in the case of companies of non-Spanish nationality that opt for submission to Spanish Courts).
3. **Annex 4** of the PCAP (Confidentiality Agreement).
4. **Annex 5** of the PCAP (in case of submitting a bid under the Temporary Union of Entrepreneurs - UTE).
5. **Annex 6** of the PCAP (Sample Proposal of criteria liable to value assessment).

If it becomes necessary to correct the documentation presented in Envelope No. 1, bidders will be given a minimum period of three business days to make the appropriate corrections.

- **Envelope No. 2:** "Documentation on criteria liable to assessment by means of a mathematical formula". It will contain the proposal in conformity with Annex 7 of this Document:

Economic proposal, which must:

- Be expressed in Nigerian Naira
- Break down the Value Added Tax or any equivalent tax, if applicable.
- Contain a total budget (which in no case can be higher than the Bid Base Budget established in these Clauses).
- Be signed by the entrepreneur and include the stamp of the company/entrepreneur, if available.

Clause 9.- AWARD CRITERIA

The Contracting Authority will agree on the award of the contract based on the best offer submitted according to the following award criteria:

- Economic criteria (up to a maximum of 90 points). Will include:
 - Economic offer: up to a maximum of 80 points.
 - Bag of annual overtime hours without additional billing for work that might be carried out on holidays or weekends: up to a maximum of 10 points per 100 hours/year.
- Qualitative criteria (up to a maximum of 10 points). Will include:
 - Presentation of a specific prevention and maintenance Plan for each dependency and facility, classified by the facilities to be maintained, as specified in the Document of Particular Technical Specifications: up to a maximum of 5 points.
 - Visit to the facilities and presentation of a brief situation report on same, regarding the status of their maintenance: up to a maximum of 5 points.

ASSESSMENT OF THE AWARD CRITERIA. TOTAL: 100 POINTS.

9.1.- CRITERIA EVALUABLE BY MEANS OF FORMULAS (in line with the model of Annex 7):

9.1.1.- Economic offer: up to a maximum of 80 points.

The highest score (80 points) will be awarded to the company that presents the lowest financial offer, the score being assigned in inverse proportion to the rest of the proposals, applying the following formula:

Formula: $P = 80 \times O_i / O_o$

Where:

P: Score obtained

O_i: Budget of the cheapest offer

O_o: Budget of the offer under assessment



9.1.2.- Bag of annual overtime hours without additional billing for work that might be carried out on holidays or weekends: up to a maximum of 10 points per 100 hours/year.

Assessment shall be made of the offer of overtime to be rendered by the personnel of the successful bidder, of work done on holidays or weekends at no additional cost.

A maximum of 10 points will be assigned to the bidder that offers a maximum of 100 overtime hours per year. The rest will be assigned a score in inverse proportion relative to the one that offers the highest number of overtime hours. The score will be 0 points if no increase is offered.

Formula: $P = 10 \times O_i / O_o$

Where:

P: Score obtained
O_i: Exchange of hours of the offer that is valued
O_o: Widest bag of hours of all those offered

9.2.- CRITERIA THE QUANTIFICATION OF WHICH DEPENDS ON VALUE ASSESSMENT (in line with the model of Annex 6):

9.2.1.- Presentation of a specific prevention and maintenance plan for each dependency and facility, classified by the facilities to be maintained, in line with the specifications of the Document of Particular Technical Specifications: up to a maximum of 5 points.

The maximum of 5 points will be for the bidder that includes the most complete Plan, 0 for the one that does not, and proportionally for the rest.

9.2.2.- Visit to the facilities and presentation of a brief situation report on same, regarding the status of their maintenance: up to a maximum of 5 points.

2 points for the bidder who visits the facilities of the Representation that is the object of this maintenance service contract, 0 points for those who do not.

A maximum of 3 points to the one who presents the best situation report on the facilities of the dependencies included in this contract file, 0 for the one who presents no report, and proportionally for the rest.

For the assessment of the qualitative criteria, the Embassy of Spain in Abuja may request a report on them from the technical department of the Subdirectorate for Patrimonial Affairs of the Ministry of Foreign Affairs, European Union and Cooperation.

9.3.- ABNORMALLY LOW OFFERS.

According to the provisions of Art. 149 of the LCSP, any disproportionality or abnormality in the offers shall be perceived in line with the parameters provided for in Article 85 of Royal Decree 1098/2001, of 12 October, by which the General Regulations of the Public Administrations Contract Law are approved, and which are indicated below.

In principle, offers possessing the following characteristics shall be considered disproportionate and reckless:

1. When a single bidder offers a bidding base budget lower by more than of 25 percentage units.
2. When two bidders concur, the one offer that is lower than the other by more than 20 percentage units.
3. When three bidders concur, those who are lower by more than 10 percentage units than the arithmetic average of the bids submitted. However, the offer with the highest amount shall be excluded for the computation of the said average when it is higher by more than 10 percentage



units to that average. In any case, any offer lower by more than 25 percentage units shall be considered disproportionate.

4. When four or more bidders concur, those that are lower than the arithmetic average of the offers submitted by more than 10 percentage units. However, if among them there are offers higher than the said average by more than 10 percentage units, a new average shall be calculated only with the bids that are not in the indicated supposition. In any case, if the number of the remaining offers is less than three, the new average will be calculated on the three lowest bids.

In the event that the contracting Authority perceives that any proposal contains an offer abnormally low in the above-mentioned terms, the procedure provided for in Article 149 of the LCSP shall apply.

Clause 10.- ASPECTS SUBJECT TO NEGOTIATION.

Once the Representation has verified compliance with the pre-bidding requirements, as well as having proceeded to the quantification of the criteria subject to value assessment, the Representation will proceed to the opening of Envelope No. 2 that will contain the proposal of criteria for automatic valuation.

Once the offers are open and known, the Representation will carry out a single round of negotiation with the bidders, which will begin with a written communication addressed to each company inviting it to improve the offer it presented within a minimum period of 3 business days and a maximum of 7 business days, always guaranteeing the principle of equal treatment between bidders. In particular, information that may give advantage to any bidder with respect to others shall not be provided in a discriminatory manner, and industrial secrecy and the right of intellectual property will be protected, so that the offer proposed by a participating company may not be revealed to the rest of the bidding companies.

The aspects subject to negotiation are the following: Economic offer.

Clause 11.- AWARD.

After the negotiation process, the Representation will, in descending order according to the score, classify the tenders that have not been excluded from the award process and that have not been declared disproportionate or abnormal.

Communication shall be made with any companies that might have been excluded from the bidding process informing them of that circumstance.

In the event that two or more offers are matched from the point of view of the award base criteria, it will be settled in favor of the proposal that presents the most economical offer and, if there is still a match, the contract shall be awarded by lottery.

Prior to awarding the contract, the Representation will require the company that might have obtained the highest score, who therefore must have presented the best offer, to submit the documents supporting its operating capacity and solvency, as required in Clause 7.

Clause 12.- WARRANTY.

For the award of the contract, the selected bidder must submit within 10 business days counting from the day following the one in which the request was received, the supporting documentation of having constituted the definitive guarantee.

As a guarantee of the obligations assumed in this contract, the contractor shall provide a bond 5% of the award amount, excluding Value Added Tax or similar applicable tax, by means of a cash deposit, Bank guarantee or surety insurance policy. The guarantee shall be constituted at the Embassy of Spain in Abuja.

If this requirement is not met for reasons attributable to him, the Administration will understand that the bidder has withdrawn his bid.

The guarantee shall cover the following:

- a) The obligation to formalize the contract on time.
- b) The correct execution of the work contemplated in the contract.



- c) Any penalties imposed on the contractor.
- d) Any expenses the Administration might incur caused by any delays of the contractor in the fulfillment of obligations.
- e) Any damages caused to the Administration by the execution of the contract or for its breach.
- f) Any seizure that might be decreed in cases of termination of the contract in accordance with the provisions therein.
- g) The absence of flaws or defects in the services provided during the warranty period.

If, as a result of a modification of the contract, its price experiences a variation, the amount of the guarantee must be readjusted.

The term of the guarantee shall be extended to 6 months after the end of the contract.

The guarantee shall not be returned or canceled until the expiration of the guarantee period. and the service has been received in accordance.

Clause 13.- CIVIL LIABILITY POLICY.

Before the formalization of the contract, the successful bidder must provide an insurance policy for civil liability or equivalent insurance, according to local practice or custom, for a minimum amount equal to or greater than the bidding base budget (48,600,000 Naira) to cover the obligation to indemnify any 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 execution of the service.

Clause 14.- FORMALIZATION.

The execution of the contract may not begin without its prior formalization.

Clause 15.- DECISION NOT TO AWARD OR ENTER INTO THE CONTRACT AND STOPPAGE OF THE AWARD PROCESS BY THE ADMINISTRATION.

The decision not to award or give out the contract or stoppage of the process may be agreed by the Contracting Authority before formalization.

The stoppage will not prevent the immediate initiation of a new bidding procedure.

In these cases, the amount of compensation will be a maximum of 1% of the base budget of the tender, VAT or similar tax excluded, prior request and documentary justification of the bidder.

CHAPTER III - EXECUTION OF THE CONTRACT

Clause 16.- EXECUTION.

The contract will be executed subject to what is established in its clauses, in this Document, in the PPTP Technical Specifications and other contractual documents, and under the direction, inspection and control of the person in charge of the contract as designated by the Administration that may dictate the appropriate instructions to obtain or restore good order in its execution.

The Contractor is obliged to comply with the total term set for the execution of the contract, as well as as well as the partial deadlines established by the Administration.

Clause 17.- OFFICER IN CHARGE OF THE CONTRACT DESIGNATED BY THE ADMINISTRATION.

The person in charge of the contract, who will be responsible for supervising its execution, adopting decisions and dictating the necessary instructions in order to ensure the correct performance of the agreed benefit will be the Economic-Administrative Counselor and the Chancellor of the Spanish Embassy in Abuja.



The person in charge of the contract, to adopt the technical decisions and dictate the necessary instructions in order to ensure the correct performance of the agreed provision, must avail himself of the advice provided by the Technical Services Section of the Subdirectorate of Patrimonial Affairs.

Clause 18.- PRINCIPLE OF RISK AND VENTURE.

The contract is executed at the risk and venture of the Contractor. It will be the responsibility of the Contractor to indemnify all damages caused both to the contracting Administration and to third parties as a result of the actions required by the execution of the contract, except when such damages have been caused as an immediate and direct consequence of an order from the Administration.

The Contractor shall be responsible for any claim that could arise relating to intellectual, industrial or commercial property deriving from the execution of the contract.

Clause 19.- LABOUR STAFF OF THE CONTRACTOR COMPANY AND TECHNICAL HEAD OF THE CONTRACT TEAM.

The Contractor will have the necessary personnel for the execution of the contract. The said personnel will depend exclusively on the awardee, who will have all the rights and duties inherent to his status as employer with respect to the contract, being obliged to comply with current obligations, especially in socio-labour, fiscal and social security matters in the place of execution of the contract.

The Contractor will especially ensure that the workers assigned to the execution of the contract carry out their work correctly, in compliance with the specifications contained in the PPTP.

The Contractor will ensure that there is stability in the work team, and that any variations in its composition are punctual and are for justified reasons, in order not to alter the proper rendering of the service, and at all times informing the Administration in advance of any variation.

Likewise, the Contractor shall designate a Person-In-Charge of the contract, integrated into his own staff, who shall have the following among his duties:

- a) To act as the Contractor's spokesperson before the Contracting Administration, channelling the communication, between the contractor Company and the staff making up the contract work team, on the one hand, and the Administration, on the other hand, in all that have to do with the execution of the contract.
- b) Distribute the work among the personnel in charge of the execution of the contract, and impart to said workers the necessary work orders and instructions relating to the provision of the contracted service.
- c) Supervise that members of the work team correctly perform the functions entrusted to them, as well as control the attendance to work of said staff.
- d) Organize the vacation regime of the personnel assigned to the execution of the contract. For this purpose, the Contractor must coordinate adequately with the contracting Administration in order not to alter the proper functioning of the execution of the contract of services.
- e) Inform the contracting Administration about any variations, occasional or permanent, in the composition of the work team assigned to the execution of the contract.
- f) Ensure compliance with local regulations regarding obligations in terms of workplace security and health.
- g) Ensure compliance with the wage conditions of workers in accordance with any applicable Sectoral Collective Agreement.

Clause 20.- EXPENSES AND TAXES PAID BY THE CONTRACTOR.

The Contractor will be responsible for all expenses arising from the contract, including those of a fiscal or tax obligations, whether they are taxes, rates or special contributions, and whatever the nature and territorial scope of the tax in question, except VAT or similar tax. Specifically, the expenses thus established in the PPTP will be borne by the Contractor. Likewise, the Contractor shall be responsible for obtaining all the permits, authorizations and licenses required to carry out the contracted service..



Clause 21.- WORKS SCHEDULE, REPORTS AND DOCUMENTATION TO BE PROVIDED BY THE CONTRACTOR.

The Contractor must provide the Administration, within the periods stipulated for this purpose, with the documentation required in Clause 6 of the PPTP.

For the purposes of calculating deadlines, said documentation must be presented at the Representation's Registry.

Clause 22.- DATA PROTECTION REGIME, CONFIDENTIALITY OF INFORMATION AND DATA PROCESSING, OBLIGATIONS OF THE PARTIES.

22.1. RESPONSIBILITIES OF THE CONTRACTOR

The contractor will have the obligation to keep secret the content of the contract awarded, as well as the data or background that, not being public or notorious, are related to the object of the contract, of which it becomes aware on the occasion of the same. This confidentiality obligation will be maintained for a period of five years from the knowledge of the information.

The contractor is obliged to submit in any case to the national and European Union regulations on data protection.

The staff that execute the service have the duty and obligation to maintain the secrecy and confidentiality of all information that they may have knowledge of directly or indirectly, including, but not limited to, plans, designs, specifications, communications, computer software and program documentation, registration, data, graphics, notes, models, samples, technical and commercial information of all kinds, whether transmitted verbally, in writing or by magnetic support or any other telematic means, knowledge and experience directly linked to the result and execution of the contracted services, as well as personal data. The processing of personal data that the successful bidder undertakes to carry out will be limited to the actions that are necessary to provide the contracted services, in accordance with the provisions of its offer.

Failure to comply with these obligations are essential in accordance with the provisions of art. 122 of the LCSP, so its breach will lead to the termination of the contract.

22.2. RESPONSIBILITIES OF THE ADMINISTRATION

The Ministry of Foreign Affairs, European Union and Cooperation (MAUEC) undertakes to comply with applicable European and national regulations on the protection of personal data.

The personal data collected through the tender proposals and that are included in the attached documentation will be used for the management and control of this contracting file, as well as, where appropriate, to comply with the regulatory obligations imposed during the term. of the same.

Once the term has expired, the data will be kept for the sole purpose of complying with the required legal obligations and for the formulation, exercise or defense of claims, during the prescription period of the actions derived from this Contract.

To exercise the rights of access, rectification, cancellation and opposition provided for in current legislation, you can contact the data controller, who will be the one designated by the Ministry of Foreign Affairs, European Union and Cooperation, at the address: Plaza de la Provincia, 1, 28012 Madrid, Spain, and with an email address dpd@maec.es.

The Contractor undertakes to respect the confidentiality of all the information to which it will have access during the execution of the contract. This duty of confidentiality will extend to a period of five years from the start of access to the information.

Clause 23.- PAYMENT SCHEDULE.

The Administration is obliged to pay for the service actually performed, according to the agreed price.



The invoices that are issued for the provision of the service must be submitted to the Representation's Registry so that there is a record of the entry in the administrative offices for the purpose of calculating the payment term. Along with each invoice, the contractor must submit a report that includes the list of hours worked as well as the tasks performed.

For the payment of the invoices, the previous certificate of conformity with the work carried out by the Embassy of Spain in Abuja will be necessary.

The payment of the service will be produced through periodic payments and monthly payments due, and will be made effective by check and / or bank transfer to the account designated by the contractor based on the invoice presented by the same and made up of the Unit in charge of monitoring, of the execution of the contract.

Cláusula 24.- REVIEW OF PRICES.

The prices resulting from this contract award will not be reviewable for any reason.

Cláusula 25.- PENALTIES.

A penalty of 0.2% of the contract price, excluding VAT or similar applicable tax, may be imposed, for each day that the Contractor fails to provide the agreed services or provides them defectively. In particular, said penalties may be imposed for failure to comply with the obligations to submit any of the documentation referred to in Clause 21 of these specifications.

Likewise, daily penalties may be imposed for the same amount when the Contractor, for reasons attributable to the same, incurs in delay with respect to the fulfillment of the total term, or with respect to the fulfillment of the partial terms.

The penalties provided for in the previous section will be imposed by agreement of the Contracting Authority, adopted at the proposal of the contract Supervisor appointed by the Administration, and will be made effective by deducting the amounts that, as total or partial payment, must be paid to the contractor or on the guarantee that had been constituted, when they cannot be deducted from the aforementioned payments. The imposition of these penalties does not exclude compensation for damages to which the Administration may be entitled.

Clause 26.- MODIFICATION

Modification of the contract may be made whenever the circumstances so advise and must be agreed between the parties.

In the procedure that is processed, the contractor will be heard and the modification will be formalized in writing between the Contractor and the Administration, following a report from the Legal Service.

When, as a consequence of the modifications of the contract, there is an increase, reduction or suppression of the units of goods that make up the object of the contract, these will be valued according to the prices included in the offer presented for the tender by the Contractor.

When the modifications involve the introduction of units not included in the offer or whose characteristics differ substantially, the prices applicable to them will be set by the Administration, after hearing the Contractor for a minimum period of three business days. If the latter does not accept the fixed prices, the Contracting Authority may contract the new units with another employer for the same prices that it had set or execute them directly.

In the event that the modification supposes the suppression or reduction of units of goods that make up the object of the contract, the Contractor will not have the right to claim any compensation.

Clause 27.- SUCCESSION OF THE CONTRACTOR.



In cases of merger, spin-off or transfer of companies, the current contract will continue with the company that is subrogated to the rights and obligations, provided that it meets the conditions of capacity and solvency required for the award.

Clause 28.- ASSIGNMENT.

According to the provisions of article 214.1 of the LCSP, the rights and obligations arising from the contract may be assigned by the contractor to a third party provided that the technical or personal qualities of the assignor have not been the determining reason for the award of the contract and the transfer is not an effective restriction of competitiveness in the market.

In order for the successful bidder to assign its rights and obligations to third parties, it must meet the requirements established in article 214.2 of the LCSP, not authorizing the same to a third party when it supposes a substantial gain from the characteristics of the contractor.

Clause 29.- SUBCONTRACTING.

In the event of subcontracting any of the services covered by the contract, this may not exceed 40% of the contract price, and must be notified in advance and in writing to the Contracting Authority, indicating the part of the service that is intended to be subcontracted and the identity of the subcontractor, sufficiently justifying his aptitude to execute it by reference to the technical and human elements available to him and his experience. Subcontracting will require the prior express authorization in writing from the Administration.

The subcontractors will be obliged only to the main contractor who will assume, therefore, the total responsibility for the execution of the contract before the Administration.

The duty of confidentiality will be required of the subcontractor and the subcontracted personnel in the terms set forth in clause 7.3 of these Specifications.

The contracting Administration may verify the strict compliance with the payments that the contractor makes, where appropriate, to all the subcontractors or suppliers that participate in the contract.

Clause 30.- DISPUTE RESOLUTION.

The contentious issues that may arise in the execution of the contract will be resolved by mutual agreement between the parties and, failing that, will be subject to the jurisdiction of the Spanish Courts, in the case of Spanish companies.

In all other cases, these issues will be subject to the jurisdiction of the Spanish Courts if the Contractor so accepts, in accordance with Annex 3 of these specifications.

If you do not accept it, for any controversy related to the interpretation or execution of this contract, the parties may agree on an arbitration formula of those used in the local area of execution of the contract and whose resolution will be binding on both parties.

CHAPTER IV - TERMINATION OF THE CONTRACT

Clause 31.- TERMINATION OF THE CONTRACT DUE TO FULFILLMENT.

The contract shall be understood to have been fulfilled by the contractor when the latter has performed the totality of the service object of the contract, in accordance with the provisions of its clauses, of this document, of the PPTP and of the other contractual documents to the satisfaction of the Administration.

If, during the warranty period, the existence of vices or defects in the work carried out is proven, the Contracting Authority shall have the right to demand that the contractor rectifies such.



Once the warranty period has elapsed without objections from the Administration, the Contractor's responsibility will expire, he may proceed to cancel the definitive guarantee initially constituted.

Clause 32.- TERMINATION OF THE CONTRACT.

The contract may be terminated, with no further obligation than payment for the service actually provided, in the following cases:

- 1.- The death or incapacity of the individual Contractor.
- 2.- The extinction of legal personality, except for the cases indicated in clause 27 of this PCAP.
- 3.- The declaration of insolvency or the declaration of insolvency of the contractor
- 4.- Supervening loss of the requirements to contract with the Administration.
- 5.- The breach of the main obligation of the contract, and especially, the defective execution not corrected at the express request of the Administration, and the interruption or abandonment of the provision of the service without just cause or authorization.
- 6.- Non-compliance during the execution of the contract of the aspects subject to negotiation.
- 7.- Failure to comply with the obligations regarding non-assignment or subcontracting.
- 8.- Breach of the obligation to keep secrecy.
- 9.- Obstruction of the management and inspection powers of the Administration, and in particular, the manifest refusal of the contractor to observe the instructions of the person in charge designated by the Administration, its repeated lack of collaboration in the performance of the supervisory functions of the person in charge or the non-delivery or incomplete delivery of the reports or documentation required by it for the effective control of the execution of the contract.
- 10.- The withdrawal of the Administration.
- 11.- The mutual agreement between the Administration and the Contractor



ANNEX 1

TEMPLATES TO BE PLACED ON THE OUTSIDE OF THE PROPOSAL ENVELOPES

ENVELOPE Nº 1

ADMINISTRATIVE DOCUMENTATION

(Documentary proof of compliance with the prerequisites and Proposal of criteria subject to value judgement)

FILE Nº: SER-21/010
SUBJECT MATTER OF THE CONTRACT:

NAME OF BUSINESSMAN OR COMPANY NAME:

SPANISH TAX ID O SIMILAR (T.I.N):
POSTAL ADDRESS:
TELEPHONE:
EMAIL ADDRESS:

NAME OF REPRESENTATIVE:

IDENTIFICATION Nº (NIF O SIMILAR):
POSTAL ADDRESS:
TELEPHONE:
EMAIL ADDRESS:
CAPACITY IN WHICH HE IS ACTING:

PLACE, DATE, SIGNATURE: SEAL:
(if there is)

ENVELOPE Nº 2

DOCUMENTATION OF CRITERIA SUBJECT TO EVALUATION USING MATHEMATICAL FORMULA

(Documentation of the Proposal of Criteria Subject to Automatic Evaluation)

FILE Nº: SER-21/010
SUBJECT MATTER OF THE CONTRACT:

NAME OF BUSINESSMAN OR COMPANY NAME:

SPANISH TAX I.D. O SIMILAR (T.I.N.):
POSTAL ADDRESS:
TELEPHONE:
EMAIL ADDRESS:

NAME OF REPRESENTATIVE:

IDENTIFICATION Nº (NIF O SIMILAR):
POSTAL ADDRESS:
TELEPHONE:
EMAIL ADDRESS:
CAPACITY IN WHICH HE ACTS:

PLACE, DATE, SIGNATURE: SEAL:
(if there is)



File Nº: SER-21/010

ANNEX 2

SIGNED DECLARATION TEMPLATE

Mr/Ms, with ID No....., acting in the name and on behalf of the company, with Tax ID No, of nationality, with business address at....., and telephone number....., which are here provided for the purpose of notifications, aware of the conditions and requirements to participate in the negotiated procedure with prior publication for the award of the MAINTENANCE SERVICE contract with file no. SER-21/010, pursuant to Clause 7 of the Specific Administrative Clauses governing this contract, declares that, as at the deadline for submission of proposals:

- 1- The company has legal personality and capacity to act in order to participate in the present tender.
- 2- Mr/Ms, with ID No....., has sufficient representation to act in the name of the tendering company in the present tender.
- 3- The company has the economic/financial and technical/professional solvency required to participate in the present tender.
- 4- The company, is not affected by the contracting prohibitions established in Article 71 of the Law 9/2017 (LCSP), and has met its tax and Social Security obligations (*paragraph to be completed only in the case of Spanish or EU companies*).

The company....., in the event that it emerges the successful bidder, prior to the contract award, undertakes to accredit before the Contracting Authority its possession of and the validity of the required documents.

Moreover, it undertakes to provide the accrediting documents of compliance with the conditions established to be awarded the contract, at any time before the adoption of the proposed award, when so requested by the Contracting Authority, in order to guarantee the satisfactory completion of the procedure.

And, for the record and appropriate effect in the above-mentioned procurement file, this declaration is issued in.....

(Place, date, signature and stamp of the company/entrepreneur)

ENVELOPE No. 1



File Nº: SER-21/010

ANNEX 3

(TEMPLATE - STATEMENT OF SUBMISSION TO SPANISH COURTS BY NON-SPANISH COMPANIES)

I, Mr/Ms....., with Spanish National Identity Card (or equivalent document) No., on behalf of the company..... of nationality, hereby state my willingness to submit to Spanish courts for the settlement of any discrepancy arising during the execution of the contract for Maintenance Service.

(Place, date, signature and stamp of the company/entrepreneur)

ENVELOPE Nº 1



File Nº: SER-21/010

ANNEX 4

CONFIDENTIALITY COMMITMENT TEMPLATE

Mr./Mrs./Ms , with Spanish National ID (or equivalent document) Nº , acting in the capacity of..... , on behalf of and in representation of the company , with Tax ID Nº , of nationality, and with office address at.....

HEREBY DECLARES THAT,

In respect of the contract of of the Embassy/Consulate of Spain in he/she undertakes to comply with the obligation of respecting the confidential nature of the documents and information received during the BIDDING process of the aforementioned contract.

(Place, date, signature and stamp of the company/entrepreneur)

ENVELOPE Nº 1



ANNEX 5

TEMPLATE - DECLARATION OF UNION DE ENTREPRENEURS

Mr. with DNI and address at, street nº, acting in his own name and right, or on behalf of the company with NIF which he represents as and

Mr. with DNI and address at, street nº, acting in his own name and right, or on behalf of the company with NIF which he represents as and

(All businessmen who participate as a union will be compiled here).

responsibly declare

That in the event that they emerge winners, they undertake jointly and severally on behalf of the companies they represent, to execute the contract under the Temporary Union of Companies regime in accordance with the provisions of article 69 of the LCSP, with a participation each of them of:

.....

Mr. with DNI and address at, street is hereby appointed as the union's sole representative or agent with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until its expiry.

They also undertake to formally form a temporary partnership in the event of being awarded the contract.

For the record and for the appropriate purposes, this declaration is issued and signed in..... , on the of de 2022

(Place, date, signature and stamp of the company/entrepreneur)

ENVELOPE Nº 1



File Nº: SER-21/010

ANNEX 6

TEMPLATE - PROPOSAL OF CRITERIA SUBJECT TO VALUE JUDGMENT

Mr/Ms, with ID No. acting, in the capacity of, in the name and on behalf of the company....., with Tax ID No., of nationality, and with address at.....

HEREBY STATES THAT, aware of the conditions and requirements set forth for the awarding of the contract for with file No. **SER-21/010** s/he undertakes to take charge of the execution thereof, with strict adherence to said conditions and requirements, unconditionally accepting the Clauses in the Specific Administrative Clauses document, and declaring, under his/her responsibility, compliance with each and every one of the conditions required for entering into contracts with the Administration.

To this end, s/he undertakes to execute the contract, in accordance with the approved Procurement Documents, and taking into account that, as set out in clause 9 of this PCAP, s/he presents the following documentation relating to qualitative award criteria subject to value judgement:

1.- Specific prevention and maintenance plan for each unit and installation, classified by the facilities to be maintained, as specified in the Specification of Particular Technical Requirements.

2.-Visit to the facilities and presentation of a brief report on their maintenance status.

to an amount of (in words), excluding Value Added Tax.

The Embassy is excluded of paying the Value Added Tax.

Price offered:

Applicable VAT: ... % (The Embassy is excluded of paying the Value Added Tax)

Total:

The price of the contract shall consider and accept as included the entirety of expenses, such as general expenses, profits, insurance, transportation and trips by staff reporting to me and all taxes, levies and fees deriving from the execution of the contract, even if these are not expressly stated in the Special Administrative Clauses document.

(Place, date, signature and stamp of the company/entrepreneur)

ENVELOPE Nº 1



File Nº: SER-21/010

ANNEX 7

MTEMPLATE - PROPOSAL OF CRITERIA SUBJECT TO AUTOMATIC EVALUATION

Mr/Ms, with ID No. acting, in the capacity of, in the name and on behalf of the company....., with Tax ID No., of nationality, and with address at.....

HEREBY STATES THAT, aware of the conditions and requirements set forth for the awarding of the contract for with file No. **SER-21/010** s/he undertakes to take charge of the execution thereof, with strict adherence to said conditions and requirements, unconditionally accepting the Clauses in the Specific Administrative Clauses document, and declaring, under his/her responsibility, compliance with each and every one of the conditions required for entering into contracts with the Administration.

To this end, s/he undertakes to execute the contract, in accordance with the approved Procurement Documents, and taking into account that, as set out in clause 9 of this PCAP, s/he presents the following proposal relating to assessable award criteria subject to evaluation using formulae:

1.- Economic proposal:

To this end, s/he undertakes to execute the contract, to an amount of (in words), (in figures.....), excluding Value Added Tax (or equivalent tax).

Due to the nature of the services to be executed, the place of execution of the contract and my tax situation, the prices will increase by..... % upon application of VAT (or equivalent tax).

Price offered:

VAT (or equivalent tax): ... %

Total:

The price of the contract shall consider and accept as included the entirety of expenses, such as general expenses, profits, insurance, transportation and trips by staff under my charge and all taxes, levies and fees deriving from the execution of the contract, even if these are not expressly stated in the Specific Administrative Clauses document.

2.- Annual bank of overtime without additional billing for work that may be carried out on holidays or weekends up to a maximum of 100 hours/year:

(Place, date, signature and stamp of the company/entrepreneur)

ENVELOPE Nº 2