



MINISTERIO
DE ASUNTOS EXTERIORES,
UNIÓN EUROPEA
Y COOPERACIÓN

SUBSECRETARIA
DE ASUNTOS EXTERIORES,
UNIÓN EUROPEA
Y COOPERACION

SPECIFIC ADMINISTRATIVE CLAUSES (20220215)

Provision of a vehicle for the Spanish Embassy in Tallinn

SUPPLY CONTRACT NEGOTIATED PROCEDURE WITH PUBLICITY

Drafted in accordance with Law 9/2017 of 8 November on Public Sector Contracts and in accordance with the General Regulations of the Law on Public Administration Contracts approved by Royal Decree 1098/2001 of 12th October and Royal Decree 817/2009, of 8th May, partially implementing Law 30/2007, as amended by RD 300/2011 of 4th March..



1.- IDENTIFICATION OF THE CONTRACT

1.1.- Object of the Contract.

Supply of a vehicle for the Embassy of Spain in Tallinn, in accordance with the specifications of the technical specifications (PPT).

1.2.- Execution time

Once the contract has been concluded, the supply shall take place at the time preceding the two following :

- 180 calendar days from the signature of the contract; or,
- 31 December of the year for which the expenditure is charged.

1.3.- Place of delivery

The vehicle will be delivered to the Representation or to the place that both parties agree (concessionaire, port, for example). In any case, all expenses up to destination will have to be considered to assess the most economical offer.

1.4.- Economic and budgetary arrangements for contracts

The maximum budget, which will determine the exclusion of any offer for an amount greater, amounts to 40,000.00 euros. This figure includes all expenses, licenses, fees, taxes or taxes, state or local, excluding VAT (or similar), which tax or may tax the services subject to the contract during its term.

1.5.- Applicable legal regime

The contract to be signed will be governed by the present Special Administrative Clauses Document (PCAP) and the Technical Requirements Document (PPT), which will have a contractual character and which will be attached to the document in which the contract is formalized, forming an integral part thereof. For anything not provided for, the provisions of the First Additional Provision of Law 9/17 on Public Sector Contracts shall be without prejudice to taking into account the principles of this Law to resolve any doubts and gaps that may arise in its application.

Disputes arising shall be settled by mutual agreement between the parties.

- **If the contractor is Spanish, in the absence of a mutual agreement, they shall be subject to Spanish jurisdiction.**



- If the contractor is a foreigner, failing mutual agreement and submission to the Spanish jurisdiction, they shall be submitted to an arbitral tribunal of law.
- The acceptance of this submission to the Spanish jurisdiction or its rejection should appear in the contractor's offer (in any case, in the file).

2 ECONOMIC, FINANCIAL AND TECHNICAL SOLVENCY REQUIREMENTS..

At the invitation of the Representation, tenders may be submitted for the award of the contract by individual entities or entrepreneurs who are technically and legally capable of carrying out the complete performance of the contract, respecting and complying with current regulations and accepting the scope of all contractual documents.

Admission to the invitation to tender shall require tenderers to have the economic and financial capacity necessary for the performance of the contract, as well as the qualifications and authorizations that may have been established by the local authority for such activities, The Representation reserves the right to verify it.

It must be provided certificate of registration in the Commercial Register or equivalent of the country and/or responsible declaration of capacity and solvency in its absence..

3. CRITERIA FOR CONTRACT AWARD AND NEGOTIATION

The form of award of the contract shall be by negotiated procedure with publicity. Whenever possible, at least 3 offers from qualified companies should be obtained with which the economic aspects will be negotiated.

The PCAP and the PPT define the subject matter of the contract perfectly and it is therefore not possible to make changes, the price being the only determining factor in the award.

4. SUBMISSION OF TENDER AND DOCUMENTATION



The Representation shall specify the negotiated procedure to be continued on the basis of the communication made by the Major Officialdom of the approval of the file and of the authorization of the tender procedure. The stages are: request for participation, invitation to applicants, submission of tenders, negotiation of tenders, proposal for award. The submission of proposals implies the unconditional acceptance of the PCAP and PPT.

Each tenderer may not submit more than one economic proposal.

In the proposal, duly signed, the amount of Value Added Tax (or similar) to be charged must be indicated as a separate item.

The documentation must be submitted to the Representation before the end of the date indicated in the invitation to participate.

Letters/invitations must be homogeneous and contain the following information:

- Time limit, place and manner for submission of tenders.
- General characteristics of the vehicle on request.
- Maximum amount of the budget, including taxes and all the expenses associated with the purchase. Tenders may not exceed the maximum amount and/or its equivalent, where applicable, in local currency.
- The possibility of valuing the used vehicle to be delivered as part of the payment of the new, if any.

A distinction shall be made between the economic offer and the documentation proving the capacity of the undertaking, which may be replaced by a responsible certificate.

Once the deadline has expired or all the proposals from the invited bidders have been received, the Representation will compulsorily negotiate the price with all the bidders who have attended. To this end, it will record that they are asked to improve the offer, for example by sending and receiving emails. The negotiation must always be recorded whether tenderers have formally submitted a new reduced bid or have stated that they maintain the initial bid or do not reply..

The documentation shall be submitted in the official language of the country, English or Spanish.

5. CLASSIFICATION OF TENDERS AND AWARD OF CONTRACTS



At the end of the submission period and at the end of the negotiation phase, the Representation shall classify the proposals submitted in descending order in order to determine the most economically advantageous offer.

The Representation shall notify the tenderers of the decision to award the contract and shall determine the place and date of conclusion of the contract.

6. OBLIGATIONS OF THE SUCCESSFUL TENDERER

6.1. - Establishment of guarantee.

No guarantee is established because it is not local custom. However, the vehicle must have a guarantee of good performance, at least the period of time or mileage established in local legislation.

6.2.- Conclusion of the contract.

The Representation shall require the successful tenderer to complete the contract.

6.3.- Execution of the contract

The contractor undertakes to perform the contract in accordance with:

- a) To comply strictly subject to the technical and legal conditions of the contract, and in accordance with the instructions received from the Representation.

Deliver the vehicle (together with the technical documentation necessary for its installation and

operation) at the agreed place, being responsible for the transport, installation and assembly, being its account the costs incurred by losses, breakdowns or damages caused in the vehicle before its delivery to the Representation, unless the latter was in arrears when receiving them. The supply shall be deemed to be completed once the vehicle has been delivered in perfect condition after acceptance of conformity.

- b) Assume the costs of delivery and transport of the vehicle to the agreed place.
- c) The vehicle shall comply with such general rules as may be required, without prejudice to the specific rules set out in the PPT.
- d) Be responsible for any claims relating to the industrial or commercial property of the vehicle that may arise.



- e) Comply with the data protection legislation applicable in the country of supply; respect the confidential nature of the information accessed at the time of supply for 5 years from the beginning of access to the information.

7. OBLIGATIONS OF THE ADMINISTRATION

7.1.- Price payment

The Representation is obliged to pay the agreed price upon delivery.

7.2.- Revision of prices

Prices are not reviewable during the term of the contract.

The contractor shall be responsible for any price increase due to changes in regulations during the term of the contract, which may affect wage costs, social contributions or other expenses, licences, fees, taxes , state or local, including VAT (or similar) levied or liable to be levied on the services covered by the contract.

8. TERMINATION OF THE CONTRACT

The Administration may terminate the contract without any obligation other than the payment of the supplies received in accordance and without the need for judicial or extrajudicial notification or injunction, in the following cases:

- Declaration of bankruptcy or declaration of insolvency of the Contractor, as well as the extinction of his legal personality or death or disability in the case of an individual Contractor.
- Breach of the terms of this contract.
- Assignment of the contract or subcontract, in whole or in part, without prior authorization of the Representation.

The contract may be terminated by mutual agreement between the parties, provided that none of the above causes of termination is present.

APPROVED
THE MINISTER



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General Director of the Foreign Service

Hilda Jiménez Núñez