SPECIAL TECHNICAL PRESCRIPTIONS

CONTRACT OF SERVICES

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

PLACE OF EXECUTION: ABUJA (FEDERAL REPUBLIC OF NIGERIA)

PROCEDURE NEGOTIATED ABROAD — FIRST ADDITIONAL PROVISION, CONSOLIDATED TEXT OF THE PUBLIC SECTOR CONTRACTS ACT (TRLCSP)

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

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DOCUMENT OF TECHNICAL PRESCRIPTIONS FOR THE GENERAL MAINTENANCE OF THE BUILDINGS AND INSTALLATIONS OF THE RESIDENCE, CHANCERY AND POLICE QUARTERS OF THE EMBASSY OF SPAIN IN ABUJA (Federal Republic of Nigeria)

1. CONTRACT SUBJECT MATTER

The objective of this Document of Technical Prescriptions is to define the particular technical conditions that will govern the award of contracts for the integral technical, preventive and corrective maintenance of the installations, equipment and systems of the buildings used as Residence, Chancery and Security Team Quarters of the Embassy of Spain in Abuja (Federal Republic of Nigeria) in order to guarantee their optimum performance, output and preservation, as well as their adequate state, organisation and availability for use, in order to satisfy the functional needs of the facilities therein. The services to be rendered in the premises shall be those that will allow the different elements to act in compliance with the Law, in the most effective way possible and with minimum energy consumption, assuring the continuous functioning of the systems and minimizing possible stoppages as a result of malfunctions.

The contracted service will include all the personal and material means that the company must provide to carry out the activities included in these Specifications. The expenses related to the payroll, taxes and insurance of the personnel who must perform the service, as well as the acquisition or lease of all types of machinery, tools, utensils, clothing, footwear and auxiliary means necessary for the provision of services, will be borne by the contractor of the contracted service.

In relation to the supply of materials, spare parts and consumables (light bulbs, fluorescent lights, fuses, filters, hinges, fittings, switches, screws, small elements, etc.) necessary for the provision of the contracted service, these will be proposed by the company for its direct acquisition by the Embassy itself. The request shall be made in writing indicating the data necessary to identify the supply to be purchased and its purpose. The supplies that guarantee the best quality/price ratio will be proposed.

The contractor will submit to the Embassy a written list of the elements, equipment or parts thereof that due to breakdown, breakage, failure, exhaustion of their useful life or obsolescence, have ceased to function properly and in the opinion of the contractor, are not repairable and must be replaced to maintain the operation and reliability of the installations. The brand, model and technical characteristics of the corresponding element, equipment or part thereof must be clearly identified. The final acquisition will be at the expense and responsibility of the Embassy.

2. SCOPE OF THE CONTRACT

<u>Integral maintenance</u> comprises the totality of the preventive and corrective nature-conservation works necessary to maintain the buildings, their facilities and installations in serviceable conditions during their life cycle, optimising power consumption, preventing possible risks that could compromise their security and protecting their environment from possible damages. The integral works of maintenance and conservation are aimed at bringing down repair costs, reducing property depreciation and increasing savings and efficiency resulting from correct use of the installations.

<u>Preventive maintenance</u> includes all the operations necessary to ensure that all the installations keep functioning in a constant manner, with the best possible energy consumption, permanently preserving the security of the buildings, the security of people and the defence of the environment. This maintenance consists of the restocking of depleted or defective supplies, the replacement of products or parts consumed or worn out by normal usage, the inspection of the construction elements of the buildings and the installations therein, the preparation of reports and documents and their submission to the Embassy, as well as all other cleaning operations necessary to keep operational all drainages exposed to persistent or temporary contamination.

<u>Corrective maintenance</u> is the totality of all the repair works necessary to return to the properties, installations or elements within the premises the functionality they might have lost as a result of normal or inadequate usage, or of inadvertent or unchecked degenerative processes. Corrective maintenance operations are carried out after faults are reported in respect of equipment and installations or as a result of realised inspections comprising all the necessary actions needed to achieve a return to the desired normalcy during preventive maintenance. The aim is the repair of any machine, equipment or building installation for breakdowns or unforeseen breakages resulting from usage.

3. CONDITIONS OF THE BUILDINGS TO BE MAINTAINED

3.1 Description of the Chancery Building

- Address: 8, Bobo Close, Maitama District

- Area: 375 m² approximately

- Age of the building: over 20 años

- Floors: One

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- Parking: External

- Landlady: Mrs. Fortune Porbeni

- General Information: Rental basis

- Two generating sets: FG Wilson P88 (2016) and Perkins 1006 T92A (2001)

- 15 split-unit air conditioners

3.2 Description of the Residence of the Ambassador

Address: 55, Mississippi Street, Maitama District

Area: 990 m² approximately

Age of the building: over 20 años

- Floors: Two

Landlord: Chief Anthony Ani

General Information: Rental basis

Two generating sets: Perkins 110 KVA and Caterpillar 90 KVA.

- 29 split-unit air conditioners and one window unit

3.3. Description of the Police Quarters

Address: Plot 976, Osse Street, Maitama District

Size: 100 m² approximately

Age of building: 6 years

Floors: One

Owner: The Kingdom of Spain

One 33 KVA FG Wilson generating set.

6 split-unit air conditioners.

4. PERSONNEL TO CARRY OUT THE CONTRACTS

The minimum personnel that will be responsible for maintaining the buildings should consist of:

- A controller, with an Engineering degree in electricity, thermal installations, water installations, or equivalent technical qualification, with a minimum of 5 years of experience.
- A supervisor, with a minimum of 5 years of experience in installations and maintenance.
- Two operatives to carry out the operations mentioned in point 5, with adequate professional training and at least one year of experience.

Over the course of the 52 weeks of the year and during the opening hours of the office, from 8:00 A.M to 4:00 P.M., excluding holidays and weekends, the contractor must ensure the presence of all necessary personnel at the premises to carry out all intended maintenance operations in these specifications.

The identity of all the personnel that will be assigned regularly by the contractor to provide service at the Embassy must have been previously communicated in writing to the Embassy.

During non-working hours of the Embassy, maintenance and new installation work may be carried out as long as the normal functioning of the Embassy is not affected. In these cases, it would be the responsibility of the Proprietor to guaranty access to the premises.

Every working day, a technician from the contractor company shall visit the sites to carry out an inspection of the basic functioning of the installations.

The Contractor will provide a 24-hour operational hotline telephone number, including holidays, to manage incidents, breakdowns and emergencies that occur. Any cost generated by said assistance telephone will in any case be borne by the Contractor.

In the case of urgencies, a contact telephone shall be made available for fixing any problems that might arise. The contact person shall assess the problem and take the necessary action, dispatching the best materials and personnel. Once the person in charge is contacted, the acceptable deadline for physical presence is one hour, excepting problems of movement in the city (curfew, terrorist threats, Police detention or something similar).

Under no circumstance shall labour cost or transportation, including on public holidays, be billed under maintenance work. (The materials needed for maintenance and repair work are not included in this contract. They shall be billed separately).

5. FUNCTIONS OF THE MAINTENANCE CREW

The installations to be maintained are as follows:

- Electrical installations
- Electric generators
- Storage and installation of liquid fuels
- Air Conditioning system
- Fire-fighting installation
- Plumbing installations
- Swimming pool of the Official Residence
- Other jobs

Other types of installations like computers, telecommunication equipment, etc., are not included in this document of technical conditions.

For the tap water installations, a hygiene/health prevention plan shall be provided, which will necessarily be approved by the Proprietor.

At the beginning of the contract, an inspection of all the installations shall be carried out and a report of recommendations issued.

The contractor shall prepare a specific prevention and maintenance plan for each installation and premises, in which shall be described the daily, weekly, monthly, quarterly and annual operations, which will give rise to the technical reports. These reports can be received physically or by electronic means and shall be categorised by premises (Chancery, Ambassador's Residence and Police Quarters) and by classification of the installation, including within each premises, its electrical, thermal, plumbing installations, generators, fuel storage and installation, gas installation, as well as fire-fighting installations.

In the period that elapses between commencement of the contract and putting in place of a management system, the following technical recommendation shall be followed:

- Daily monitoring / management of corrective action.
- Daily provision of technical support services.
- Weekly surveillance and inspection of activities.
- Monthly document management services.
- Weekly supplies management.
- Quarterly reporting and auditing of activities.

Description of the installations and maintenance activities

5.1 Electrical installations.

5.1.1.- General power supply.

5.1.1.1.- Buildings:

- Monthly inspection:
 - checking of faulty components
 - checking of missing components
 - o checking of dirty components
- Monthly system check:
 - o check switches and push buttons
 - check panels and distribution boards
 - check housing of components
 - check the anchorage points
 - o check the wire connections
 - o fault indication
 - amperage check (load)

5.1.1.2. Exterior areas

- Monthly inspection:
 - o checking of faulty components
 - o checking of missing components
 - checking of dirty components
- Monthly system check:
 - o switch-on / switch-off circuits
 - check power outlets
 - o check switches and pushbuttons
 - check panels and distribution boards
 - o check housing of components
 - o check the connection points
 - check the cable connections
 - fault indication
 - amperage check (load)
 - function test

5.1.1.3 PHCN and SAIs switches and changeover

- Monthly inspection:
 - o checking of system parameters
 - checking of faulty components
 - checking of missing components
 - checking of dirty components
- Monthly switchgear system check:
 - check connectors and switches
 - check earthing and grounding system

5.1.2. Illumination

5.1.2.1 Buildings.

- Monthly inspection of lamps and bulbs
 - o checking for faulty lamps and dead bulbs
 - checking for dirty lamps and covers
- Monthly lighting system check
 - Check the boxes
 - Check the switches
 - Check the connection points
 - o Check the control gear
 - Check the cable connections
 - Check the change-over switch between normal power supply and that of the generator.
 - o Replacement of burnt bulbs if necessary, material not included
 - Check the light fittings

5.1.2.2 Outside areas:

- Monthly inspection of lamps
 - On/Off light switches
 - Checking the dimmable lights
 - o Checking for the faulty lamps and bulbs
 - Checking for dirty lamps and covers
- Monthly illumination system check
 - Check the boxes
 - Check the connection points
 - Check the control gear
 - Check the wire connections

- Check the change-over switch between normal power supply and that of the generator
- Replacement of burnt bulbs if necessary, material not included.
- o Check of lamps and fittings.

5.2.- Operation and maintenance of generators

5.2.1. Operation

5.2.1.1 Generators and panels

- Monthly inspection of generators, diesel tanks, diesel pumps and panels:
 - Inspection of generators
 - Inspection of diesel tanks
 - Inspection of diesel pumps
 - o Inspection of panels
 - Inspection of cables
 - Checking of system parameters and running hours
 - Checking for faulty components
 - o Checking for dirty components
 - Monthly system check:
 - Check the housings of components
 - Inspection of the generators
 - Check the anchorage points
 - Check the cable connections
 - Fault indicators
 - Amperage (load) check
 - Function test
 - Checking of the diesel tanks
 - Checking of the diesel pumps

o Checking of the panels

5.2.2 - Maintenance

5.2.2.1 Maintenance in respect to user manuals & operational instructions

- Every 200 hours of operation, up to twelve times a year, inspection works:
 - Check housings of the components
 - o Check the anchorage points
 - Servicing of air filters
 - Replacement of fuel and oil filters / air filter only every 800 hours
 - Checking and adjusting of drive belt tensions
 - Torque control of essential bolts and nuts
 - Draining and replacement of engine oil
 - Replacement of drive belts

5.3.- Fuel Storage Facilities

Monthly inspection of the 3 existing diesel tanks (chancery: 7,000 litres; residence: 5,000 litres and home security equipment: 1,500 litres):

Leaks in the system

Counter

Record of consumption

Location and correction of faults.

5.4.- Air conditioning system

5.4.1. Inspection

- Quarterly inspection of all systems and areas:
 - o Inspection of split and wall units
 - Troubleshooting
 - Checking of faulty components

- o Checking of dirty components
- o Checking of system parameters

5.4.2. Extractors

- Quarterly check and functional test of:
 - Housing units
 - o Noise dampers
 - o Fans and motors
 - o Ducts
 - Corrosion protection
 - Control units

5.4.3.- Split units

- Quarterly check and functional test of:
 - o Housing units
 - o Filters
 - Fans and motors
 - Cooling circuits
 - Condensers
 - Compressors
 - Insulation
 - Control units
 - Removal of covers
 - Filling of gas

5.4.4. Wall units

- Housing units
- o Filters

- Fans and motors
- o Cooling circuits
- Condensers
- Compressors
- Insulation
- Control units
- o Removal of covers
- Filling of gas

5.5. Fire prevention:

- Quarterly inspection of all systems and areas:
 - Fire extinguishers
 - Checking of faulty components
 - o Checking of dirty components
- Quarterly check and functional test of:
 - Housing units
 - Nozzles
 - Valves
 - Corrosion prevention

5.6 Plumbing and water supply.

5.6.1.- Plumbing

- Monthly inspection:
 - Pressure pumps
 - Leakages
 - Drains
 - o Pipes

- o Taps
- Control valves
- Filters
- Troubleshooting

5.6.2.- Water supply:

- Monthly inspection:
 - Water tanks
 - Mains leakages
 - Meter
 - Checking of meter reading
 - Troubleshooting

5.7.- Mantenimiento de Piscina de la Residencia

- DAILY:

Inspection of the installation and its accessories.

- WEEKLY:

Three times a week, on Monday, Wednesday and Friday:

Cleaning of the pool, verification of chlorine and pH levels and application of the necessary chemical products.

- MONTHLY:

Inspection of accessories and installation, and detection of wear.

- BIANNUAL:

Filter inspection and sand filling when appropriate.

Necessary repairs are included, being the material, spare parts and chemical products on behalf of the Representation.

The contractor will propose actions that can lengthen the useful life of the installation and make it more efficient.

6. CONTROL AND FOLLOW-UP SYSTEM FOR THE WORKS

The company awarded the contract shall be obliged to present a work plan within 15 days from the formalisation of the contract, detailing its system of organisation and procedure for the job, in line with the specifications herein prescribed and with the ameliorations presented.

It behoves the Embassy to supervise the work and propose any necessary modifications aimed at obtaining better results from the maintenance activities.

The company awarded the contract shall designate a foreman charged with the responsibility of periodically supervising, "in situ", the job done, informing the Embassy about the progress of same and about any incidents in respect of the personnel assigned to this service.

The company awarded the contract shall prepare and submit a technical report every three months.

7. SAFETY, HEALTH AND HYGIENE AT WORK

The Contractor undertakes to take all appropriate measures, including the training of its technicians at its cost, to ensure that the contracted services are carried out in strict compliance with the regulations on safety, health and hygiene at work and occupational risk forecasting that may be applicable in Nigeria. These include, and not withstanding others:

- Fire safety regulations.
- Works to be carried out at height.
- Works to be carried out on steps where people or vehicles circulate.
- · Work to be carried out in restricted areas.
- Low voltage electrical regulations.
- Work to be carried out with flame or flammable materials.
- Works to be carried out with corrosive materials.
- · Jobs outside normal hours.
- Work to be carried out by isolated operators.

The Property Owner may order the Contractor to adopt alternative or complementary security measures for any given job.

8. ACCESS CONTROL AND SECURITY RULES IN THE CAMPUS

The Contractor will be responsible for knowing and complying with the access and security regulations in the Embassy premises.

For this purpose, the Owner will provide the Contractor with all the information that is necessary for the fulfilment of these obligations, being able to formulate as many queries as it deems appropriate for the perfect knowledge of the aforementioned regulations.

9. RESPONSIBILITY OF THE CONTRACTOR

The labour relations between the contractor and the workers shall be his exclusive responsibility and shall be subject to the dispositions of Clause 6.4 of the Document of Administrative Clauses governing this contract.

The following expenses shall be borne by the contractor, and this list is not exhaustive:

- Selection of the personnel in charge of the maintenance service, as well as their substitution in case of illness or absence.
- The granting of permissions, leaves and vacations to the staff
- Salaries, taxes and allowances for the staff.
- Expenses deriving from the legal obligations of Social Security, including the payment of contributions and allowances, as well as insurance for the staff against death, accident or illness.
- If applicable, the legal obligations regarding the provision for workplace hazards.
- Exercise of the disciplinary powers over the staff when necessary
- Distribution, supervision and organisation of the duties of the workers comprising the work force.
- Provision of mobile phone, finders etc., for the staff.
- Provision, laundry and replacement of uniforms for all the personnel.
- Preparation and training courses for the staff.
- Provision and replacement of the utilities and tools needed by the staff to do their work, including those in charge of maintenance.
- Any major action resulting from lack of maintenance with manifest breach of contract shall be totally at the expense of the winner of this contract.
- In case it becomes necessary to use any material different the one meant for the maintenance work, the price to be paid shall be that indicated in the invoice or waybill of the supplier plus general expenses and industrial profit.
- Displacement of company personnel to the offices of the Representation, including emergency work during weekends and holidays.