



## CONTRACT SERVICES ABROAD

### 1. IDENTIFICATION OF THE PARTIES AND ACCREDITATION OF THE SIGNATORIES TO ENTER INTO THE CONTRACT

Of the one part, Mr/Ms "Signatory\_Authority", "Position" in "Mission" acting on behalf of the Spanish State, (hereinafter "The Public Administration").

Of the other part, Mr/Ms \_\_\_\_\_ with ID \_\_\_\_\_ domiciled at \_\_\_\_\_ acting in the name and on behalf of the entity \_\_\_\_\_ domiciled at \_\_\_\_\_ as per document (hereinafter "The Contractor").

Both parties respectively recognize their competence and capacity to formalize this contract, whose award decision was adopted on \_\_\_\_\_, charged to budget item 12.01.11.142A.227.15.

### 2. SUBJECT MATTER OF THE CONTRACT

The Contractor hereby undertakes to fully perform the services in accordance with the conditions set out in the Technical Specifications, which are attached to this contract as a contractual document.

The Contractor hereby declares without reservations that it has understood the scope and meaning of the documents forming part of the contract and considers it technically and legally feasible to carry out its complete implementation in compliance with the legal provisions in force.

The Contractor also hereby declares that its offer is complete, since it includes, in addition to the work that specifically constitutes the subject matter of the contract, the steps necessary to ensure the proper rendering of the service.

### 3. REFERENCE TO THE LAW APPLICABLE TO THE CONTRACT

In all matters not expressly regulated in this contract and in the technical specifications, the provisions of Additional Provision One of Act 9/201, of 8 November, on Public Sector Contracts (Official State Gazette [BOE] of 9 November 2017) shall apply. The above notwithstanding, the principles of the aforesaid Act shall be taken into account to resolve any queries or gaps in the law that might arise in its application.

### 4. BASE BUDGET OF THE TENDER

The base budget of the tender shall be the maximum expenditure that may be undertaken by the contracting authority under this contract. This figure includes any tax or expenditure at the general tax rate in force at the time of the tender, which is levied or accrued on the basis of the conclusion or performance of the contract. Any higher bid shall be automatically excluded.

#### Calculation of the Base Budget of the tender (ISO payment currency code: NGN)

1. Direct and indirect costs	9.056.603,77
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2. Industrial profit	543.396,23
<b>3. Total costs (1+2)</b>	<b>9.600.000,00</b>
<b>4. Taxes</b>	-
<b>5. Base Budget of the tender (3+4)</b>	<b>9.600.000,00</b>

## 5. PRICE AND REVIEW SCHEME

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The price of the contract shall be determined by the bid offering the best value for money in accordance with the evaluation criteria described in this contract.

Currency of Payment: INDICATE
Price excl. tax: 00,000.00 CURRENCY
Taxes: 0,000.00 CURRENCY
<b>TOTAL: 00,000.00 CURRENCY</b>

- Payment scheme: Monthly  
All payments shall include a certificate of the Public Administration's acceptance of the services performed.
- Price review: YES (on the basis of the country's legislation or social and economic circumstances).  
Price review index: **Inflation rate Index** (This shall be an objective and, if possible, a public or at least easily measurable parameter; those calculated by international organizations may be used for this purpose).  
Price review scheme:
  - 1) Timing of price review
    - On the date on which each year of the term of the contract (including, where applicable, any extension) is completed.
  - 2) Calculation of the reviewed price:  
The price of the contract shall be reviewed in accordance with the annual variation of the above-mentioned price review index.

## 6. DURATION OF THE CONTRACT

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Considering the nature and characteristics of the service that is the subject matter of the contract, the following duration and extension scheme are established:

- Period of implementation. From: 01/12/2023 To: 30/11/2027
- Possibility of extension: NO

## 7. REQUIREMENTS FOR TENDERERS

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Spanish or foreign natural or legal persons with full capacity to act, who are not prohibited from contracting and can accredit that they meet the economic, financial and technical or professional solvency conditions specified in the letter of invitation may be awarded the contract.

## 8. DEADLINE, PLACE AND PROCEDURE FOR SUBMISSION, AND CONTENT OF BIDS

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The Public Administration shall, whenever possible, obtain at least three bids from enterprises capable of meeting the established capacity and solvency criteria.

- **Publicity of the tender:** The Spanish Mission abroad shall publicize the tender on its website and/or on its notice board. The information published shall indicate the subject matter of the contract, the amount of the base budget of the tender, the deadline for submitting bids (which shall



coincide with the deadline given in the letters of invitation) and the contact details of the Mission in case potential bidders should wish to obtain more information.

**This publicity shall be waived if there are duly justified reasons, which shall form part of the dossier, limiting competitive tendering to only those candidates invited to the tendering process.**

- **Deadline for submission of bids:** The deadline for submission of bids shall be as specified in the letter of invitation.
- **Procedure and place of submission of bids:**
  - **Submission on paper:** Bids shall be submitted in a single envelope, duly sealed and signed by the bidder or their legal representative, indicating on the envelope the process, dossier number and subject matter of the tender to which it is being submitted. The envelope shall be submitted to the Registry of the Spanish Mission abroad.  
Address:  
Opening hours:
  - **Submission by e-mail:** Pursuant to Article 80.6 of the General Regulations of the Public Administration Contracts Act (RGLCAP), bids may be submitted by e-mail. For this means to be used, the Contractor shall have previously provided the corresponding authorization designating the e-mail account enabled for this purpose.
- During the tendering process, the Public Administration shall register the documentation received by e-mail, which shall be incorporated into the dossier. The tenderer hereby undertakes to acknowledge receipt of the communications received at the e-mail address provided, by means of the corresponding confirmation of receipt.
- **Content of the bid:** The bid shall conform to the template specified in the letter of invitation.

**The bidders are obliged to comply with the provisions contained in this contract by the mere presentation of their offer.**

## **9. AWARD CRITERIA**

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The contract shall be awarded to the bid receiving the highest score for the best value for money in accordance with the assessment of the following criteria:

### **a) Price. Score: 100 points**

Economic value established by the Contractor for the effective provision of the services described in the Technical Specifications during the performance period of the contract in the terms described. Bids that are more than 25% lower than the average of the valid bids shall be considered to be abnormally low bids. Formula:  $P = \text{Maximum score} \times \text{lowest bid price} / \text{bid price}$ .

If a bid is identified as being presumed to be abnormal, the tenderer or tenderers submitting it shall be requested to justify and provide a detailed and substantiated breakdown of the low prices or costs, and be given sufficient time to submit the relevant information and documents. Bids shall be rejected if they are found to be abnormally low because they violate the regulations on subcontracting or do not comply with the applicable environmental, social or labour obligations. Incomplete justifications, or justifications based on assumptions or practices that are technically, legally or economically inappropriate shall be considered not to constitute a satisfactory explanation of the low prices or costs proposed by the bidder.

### **(b) Electronic system to monitor the service. Score: 0 points**

The Contractor shall make available to the overseas Public Administration an electronic system for monitoring the service, which shall allow, at least, the communication and monitoring of incidents, the scheduling of extraordinary services, and access to and communication of reports on the performance of the usual services.



**(c) Workers' spoken knowledge of Spanish. Score: 0 points**

At least 50% of the workers assigned to the contract shall have sufficient knowledge of spoken Spanish (A2 level according to the European classification).

**d) Social return. Score: 0 points**

The Contractor shall finance projects of social interest and solidarity related to the contract during the first year of its implementation and, before this date, submit proof of this to the Public Administration. The value financed shall be at least 0.7% of the contract award price (excluding value added tax or similar applicable tax).

**All these criteria are subject to negotiation unless otherwise stated in the letter of invitation. During the negotiation all tenderers shall be treated equally. In particular, no information that could give an advantage shall be provided, nor shall the identity of the other participants be revealed.**

In the event that two or more bids obtain the same score, the tender shall be awarded to the bid with the highest score for the sum of criteria b), c) and d) of this clause. If there is still a tie, the contract shall be awarded to the bid with the lowest price and, if the price is the same, it shall be awarded by drawing lots.

During the performance of the contract, The Contractor shall be bound to comply with the obligations arising from these award criteria in accordance with the terms to which it has committed in its final proposal after completion of the negotiation process, if applicable.

## **10. PERFORMANCE OF THE SERVICE**

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The work shall be carried out by the Contractor in strict compliance with the technical and legal conditions of the contract and in accordance with the instructions received from the contracting Public Administration in relation to the contract.

The service shall be overseen by the person designated by the Public Administration, without prejudice to the Contractor designating a qualified expert who, under the Contractor's guidelines, shall be in charge of the organization and monitoring of the service.

The Contractor shall be responsible for obtaining all of the permits, authorizations and licences required for the performance of the service contracted, and shall be exclusively responsible for labour relations with the personnel performing the service, as well as for Social Security and similar expenses.

In the event that any product or tangible asset is derived from the work relating to this service, it shall be the property of the Spanish State and the Contractor may not use it for its own purposes, nor provide it to third parties, nor disclose all or part of its content.

Any change in or modification of the contracted service shall be agreed between the parties in writing. If the modification involves an increase in the subject matter of the contract and the service to be performed by the Contractor, the additional prices shall be stipulated on the basis of those set out in the original bid. The appropriateness of any such modification shall be duly justified.

The rights and obligations arising from this contract may be assigned by the Contractor to a third party with the prior written consent of the Embassy/Consulate. Written authorization shall also be required in the event that any of the services comprising the subject matter of the contract are subcontracted. The third parties must have the technical solvency requirements demanded in the letter of invitation.

## **11. SPECIAL CONDITIONS FOR THE CONTRACTOR'S PERSONNEL**

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The Contractor shall ensure that there is stability in the work team, and that any variations in its composition are occasional and due to justified reasons, in order not to alter the proper functioning of the service, when there are reasons that justify this requirement, informing the "contracting entity" at all times.



The Contractor hereby takes on the obligation to exercise in a real, effective and continuous manner, the powers of management inherent to any employer, regarding the personnel of the work team in charge of performing the contract. In particular, the Contractor shall be responsible for negotiating and paying wages; granting leave and holidays; replacing workers in the event of illness or absence; complying with legal obligations regarding Social Security, including paying contributions and benefits, where appropriate; complying with legal obligations regarding occupational health and safety; and exercising disciplinary authority; as well as any other rights and obligations arising from the contractual relationship between employee and employer.

The Contractor shall be obliged to comply with the rules and conditions laid down in local labour, social, environmental and tax regulations. In the event of non-compliance, the Contractor may not claim or pass on any liability whatsoever to the Public Administration.

The Contractor shall take particular care to ensure that the workers assigned to performing the contract carry out their work without exceeding their duties in relation to the activity defined in the Specifications as the subject matter of the contract.

During the performance of the contract, the Contractor shall ensure respect for basic labour rights by complying with the core conventions of the International Labour Organization (ILO).

The Contractor shall adopt the obligatory occupational health and safety measures to rigorously prevent risks that may affect the lives, integrity and health of the workers, and shall perform the contract in strict compliance with the legislation on occupational risk prevention, guaranteeing safety and health protection at the workplace.

The Contractor or, where appropriate, subcontractors, shall guarantee equality between women and men in treatment, access to employment, professional classification, promotion, job retention, training, termination, remuneration, quality and stability of employment, duration and organization of working hours.

In all documentation, advertising, images or material generated as a result of the performance of the contract, the Contractor and, where appropriate, subcontractors, shall use non-sexist language, avoid any discriminatory images of women or sexist stereotypes, and foster images representing the values of equality, diversity, co-responsibility and plurality of gender roles and identities.

The Contractor shall designate at least one technical coordinator or manager, integrated in its own staff, whose duties shall include the following:

- a. To act as the Contractor's interlocutor with the Public Administration, channelling communication between the Contractor and the personnel of the work team assigned to the contract, on the one hand, and the "contracting entity", on the other hand, on all matters relating to the performance of the contract.
- b. To distribute the work among the personnel responsible for performing the contract, and to give these workers the necessary work orders and instructions to perform the contracted service.
- c. To oversee the work team's correct performance of the duties entrusted to them, as well as to control their presence at the workplace.
- d. To organize the holiday schedule of the personnel assigned to performing the contract; for this purpose, the Contractor shall coordinate appropriately with the Public Administration, so as not to disrupt the proper functioning of the service.
- e. To inform the Public Administration of any changes, whether temporary or permanent, in the composition of the work team assigned to performing the contract.



## **12. CONFIDENTIALITY AND DATA PROCESSING**

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The Contractor hereby undertakes to respect the confidential nature of the information to which it shall have access during the performance of the contract. This obligation of confidentiality with respect to personal data will be maintained even when the relationship of the contractor has ended.

The Contractor and The Public Administration are subject to national and EU data protection provisions.

The processing of personal data that the successful bidder hereby undertakes to carry out shall be limited to the actions that are necessary to provide the contracted services, in accordance with the provisions of the specifications and the bid.

In the event that the Contractor accidentally learns or accesses personal data, they must keep it secret for the duration of their relationship with the COMPANY PROVIDING THE SERVICE and once it has ended. In the event that, due to this accidental access, you become aware of a possible security breach, you must notify the MAUC, without undue delay, and in any case before the maximum period of 48 hours, specifying the personal data that you may have had access and of which you are aware, including all relevant information for the documentation and communication of the incident.

The Contractor must inform the staff of the consequences that may arise from non-compliance with said obligations.

The personal data collected through the bids and contained in the attached documentation shall be used for the management and control of this procurement dossier, as well as, where appropriate, to comply with the regulatory obligations imposed during the term of the contract.

Once the term has expired, the data shall be kept for the sole purpose of complying with the required legal obligations and for the formulation, exercise or defence of claims, during the limitation period of the actions deriving from this Contract.

To exercise the rights of access, rectification, erasure and objection provided for in current legislation, data subjects may contact the data controller, who shall be designated by the Ministry of Foreign Affairs, the European Union and Cooperation, at the following address: Plaza de la Provincia, 1, 28012, Madrid, Spain, and at the following e-mail address [dpd@maec.es](mailto:dpd@maec.es).

## **13. ESTABLISHMENT OF A GUARANTEE**

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No bond is required.

## **14. CIVIL LIABILITY POLICY**

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A civil liability policy shall not be required.

In the event that a civil liability policy is not submitted, the Contractor shall be responsible for compensating for any damage or loss caused to third parties as a consequence of the operations required to perform the contract.

## **15. PENALTIES AND TERMINATION OF THE CONTRACT**

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If the Contractor performs the services in a defective manner as regards the stipulations of the contractual documents, it shall be subject to the following penalty:

10% of the price corresponding to the invoicing period in which the non-compliance occurs.



If the Contractor delays the performance of the contract within the total deadline set for the performance thereof, as well as within the interim deadlines set for the successive performance thereof, it shall be subject to a penalty of

0.2% of the contract price for each day of delay.

Whenever the penalties for late payment reach a multiple of 5 per cent of the contract price excluding VAT or equivalent tax, the contracting authority shall be entitled to terminate the contract or to agree to continue performance of the contract with the imposition of new penalties.

Failure to comply with the award criteria, following a prior written warning from the Public Administration, shall be subject to the following penalty:

5% of the contract price.

The amount of the penalties shall be deducted from the next invoice to be paid to the Contractor. If there are no more invoices to be paid, penalties shall be subtracted from any bond that has been deposited.

The penalties shall be imposed by a decision of the contracting authority, adopted at the proposal of the Spanish Mission abroad, after hearing the Contractor within ten working days, and shall be immediately enforceable. The imposition of penalties does not exclude any compensation to which the Public Administration may be entitled for damage and loss caused.

The Public Administration may terminate the contract without any further obligation other than the payment of the service actually provided, subject to receipt of confirmation of acceptance, and without needing to provide any judicial or non-judicial notice or summons, in the following cases:

- Declaration of bankruptcy or declaration of insolvency by the Contractor in any other procedure, as well as the extinction of the Contractor's legal personality, or death or supervening incapacity in the case of an individual Contractor.
- Interruption of the performance of the service without sufficiently justified cause, or failure to cover the full term of the contract.
- Non-compliance with the clauses regarding the performance of the service, with the special conditions regarding the personnel of the enterprise awarded the contract, or with the data processing provisions set forth in this contract.
- Machinery and material resources in poor condition, with prior written warning from the Public Administration.
- Assignment of the contract or subcontracting, in whole or in part, without prior authorization from the Public Administration.

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

## **16. CONFLICT RESOLUTION**

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Any litigious issues that may arise in the performance of the contract shall be resolved by mutual agreement between the parties and, failing this, shall be submitted to the jurisdiction of the Spanish Courts, in the case of Spanish enterprises.

In all other cases, these matters shall be submitted to the jurisdiction of the Spanish Courts if the Contractor so accepts, as indicated in the declaration included in the bid proposal, in accordance with the template attached to the letter of invitation.

If the Contractor does not accept this, any dispute arising out of or in connection with this contract, including any question relating to its existence, validity, termination, interpretation or performance, shall be definitively settled by arbitration at law, Spanish Arbitration Court or Permanent Court of Arbitration.



## 17. DOCUMENTS COMPRISING THE CONTRACT

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- Contractual document
- Technical Specifications document
- Letters of invitation
- Proof of representation

In case of conflict in the interpretation of the clauses, the clauses of the technical specifications and those of this contract will prevail, in this order.

Signed in duplicate,

*The Head of Mission,*

*Contractor*

*Indicar nombre del firmante*

*Name*

*This contract was approved by the State Legal Service at the Ministry of Foreign Affairs, the European Union and Cooperation, on xx February 202x.*