



## CALL FOR SECURITY CONTRACT IN YANGON

The Diplomatic Mission of Spain has taken the decision to procure security services for its premises. Therefore, it is with pleasure that I hereby invite you to submit a bid, under the terms stipulated in the **technical specifications** that you shall find attached, together with the applicable **draft contract**.

Characteristics of the procurement:

Duration of the contract	12 months, with the possibility of 1 extension, subject to the express agreement of the parties, for 12 months, under the same terms.
Performance bond	The deposit of a performance bond of 5% of the amount of the award, VAT or equivalent tax excluded, is required.
Civil liability insurance policy	A civil liability insurance policy is required.
Price review	There shall be no price review during the performance of the contract.
Award criteria	Price
Solvency requirements for candidates	<b>Exempt</b>

### Submission of bids

The bids submitted by the interested parties shall adhere to the technical specifications, to this invitation, and to any other documentation governing the tender, and shall only be submitted using the attached template entitled "Financial bid and signed declaration". Submission of bids entails the unconditional acceptance by the business owner of the content of all the clauses and terms of the aforementioned documents, without any exception or reservation. The proposal shall meet the following criteria:

Deadline for the receipt of bids	31/08/2021, 15:00h
Place and format for the submission of bids	I. By email, addressed to: <a href="mailto:emb.yangon@maec.es">emb.yangon@maec.es</a> <a href="mailto:emb.bangkok@maec.es">emb.bangkok@maec.es</a>
Language of the bid	<i>English</i>
Documentation to be submitted	Bid and signed declaration using the template attached to this invitation

Yours sincerely,

THE CHARGÉE D'AFFAIRES a.i.

Beatriz Lorenzo Didic



**BID AND SIGNED DECLARATION**  
**Dossier no. 20210988.227151.SE**

<b>Candidate information</b>	
Company	
Tax ID no./Equivalent	
Domicile	
Representative	
National ID Card/Equivalent	
Email for notification purposes	

<b>Award criteria: Price</b>	
The initial financial bid submitted for all the services described in the technical specifications, and pursuant to the draft contract is:	
BID FOR THE ENTIRE CONTRACT, WITHOUT ANY EXTENSIONS (Excluding taxes)	
TAXES	
<b>TOTAL 12 MONTHS, INCLUDING TAXES:</b>	

At Madrid, on \_\_\_\_\_ 202\_\_

Signature:



### Signed declaration

The signatory hereby declares:

1. Unconditional acceptance of the content of all of the clauses and terms defined in the letter of invitation, in the technical specifications, and in the draft contract.
2. That the company has the **technical and human resources** to perform the contract and undertakes to allocate said resources thereto.
3. That the company has been **validly incorporated** and that in accordance with its corporate purpose it may participate in the tendering process, and that the signatory of this declaration holds the necessary powers of representation to submit the bid and the documentation.
4. That the company has the relevant classification, where applicable, or meets the requirements regarding **economic, financial and technical or professional solvency**, in the terms set forth in the letter of invitation.
5. That the company has not been banned from entering into public sector contracts.
6. That, if the resources of other companies are to be used, a signed declaration from each of these companies is submitted together with this declaration.
7. If proposed as a candidate for being awarded the contract, the company shall deposit a **performance bond** amounting to 5% of the bid (excluding VAT or equivalent tax).
8. If proposed as a candidate for being awarded the contract, the company shall take out a civil liability insurance policy for the duration of the service.
9. LITIGIOUS ISSUES: Any litigious issues arising from the performance of the contract shall be resolved by mutual agreement between the parties and, failing that, shall be subject to the jurisdiction of the Spanish courts, if the Contractor so accepts.

Do you accept to submit to the jurisdiction of the Spanish courts to resolve any type of discrepancy that may arise during the performance of the contract?

YES, I agree to submit to the jurisdiction of the Spanish courts

NO, I do not agree to submit to the jurisdiction of the Spanish courts

*The Mission shall require the candidate proposed as having submitted the best bid to submit, within ten working days, the documentation substantiating compliance with the aforesaid criteria. If this requirement is not met, the tenderer shall be deemed to have withdrawn its bid, without prejudice to any penalties that might apply. In this case, the same documentation shall be required from the next- ranking tenderer, according to the order of classification of the bids.*

At \_\_\_\_\_, on \_\_\_\_\_ 202\_\_

Signature:



## TECHNICAL PRESCRIPTIONS

### 1) SERVICE DESCRIPTION:

Security service for ONE year, shall be carried out in the premises of the Residence of the Chargé d'Affaires of Spain in Yangon, on 21 Aung Min Khaing Streer, Kamayut Township, with the following specifications:

1 Security Officer, 12 hours, (from 19.00 to 07.00), 365 days per year.

### 2) GENERAL RULES:

- 2.1. The identity of civil servants and personnel with permanent or temporary contracts who enter the Residence must be checked.
- 2.2. Visitors must be fully registered in the management system, identified and accredited, and their exit from the building must be checked.
- 2.3. The taking out of supplies, furnishings and other objects without previous permission of the Representation must be prevented.

### 3) OTHER OBLIGATIONS

- 3.1. Carry out compulsory rounds in the determined zones.
- 3.2. There must be collaboration with the person in charge of security in event of emergency and or evacuation.
- 3.3. He must be informed about any incidents that take place, and periodic reports must be submitted to him about anomalies observed.
- 3.4. Responsibility must be assumed for the maintenance and handling of the technical means made available for the purpose of ensuring a better level of service.

## **STANDARD CONTRACT FOR SERVICES ABROAD**

### **1.- IDENTIFICATION OF THE PARTIES AND ACCREDITATION OF THE SIGNATORIES TO SUBSCRIBE THE CONTRACT**

Mr./Ms. \_\_\_\_\_ Ambassador/Consul-General of Spain in  
acting on behalf of and in representation of Spain (hereinafter, "The Administration").

And Mr./Ms. \_\_\_\_\_ with ID No. \_\_\_\_\_ resident in  
\_\_\_\_\_ acting on behalf of and in representation of the company  
\_\_\_\_\_ with headquarters in \_\_\_\_\_ as  
certified in the document (hereinafter, "The Contractor").

Both Parties recognize each other's competence and capacity to formalize the present contract, the decision to award which was taken on .....(date), to be funded from the budgetary assignment 227151.

### **2.- DEFINITION OF THE AIM OF THE CONTRACT**

- a) The Contractor undertakes to execute, in full, the service of Night 1 vigilance post.
- b) The service shall be carried out in the premises of the Residence of the Chargé d'Affaires of Spain in Yangon, on 21 Aung Min Khaing Streer, Kamayut Township, as set out in the Technical Specifications Document, which as a document of a contractual nature, is attached to the present contract.
- c) The Contractor states without reserve that the scope and meaning of the documents that constitute the contract are fully understood and that it is considered feasible, both technically and legally, to carry it out completely, respecting and abiding by currently applicable legislation.
- d) Furthermore, the Contractor declares that this tender is complete, and includes, as well as the work specifically identified as being the object of the Contract, the actions required to ensure that the service is satisfactorily implemented.
- e) Advertising of the bidding process: The Spanish representation abroad must advertise on its website and / or on the notice board. The data published will indicate the object of the contract, the amount of the base budget for the tender, the deadline for the submission of offers (which will coincide with the one sent in the invitation letters) and the contact information of the representation in case that potential bidders want more information.

### **3.- REFERENCE TO THE LEGISLATION APPLICABLE TO THE CONTRACT**

In matter not expressly regulated in the present contract and in the list technical specifications, will be to the established in the First Additional Disposition of the Law 9/17, of 8 of November, of Contracts of the Public Sector (BOE of November 9, 2017), without prejudice to taking into account the principles of this law to resolve the doubts and loopholes which, in their application, may arise.

Any disputes that may arise with regard to the execution of the Contract shall be resolved by mutual agreement between the Parties; failing that, the question shall be submitted to and settled by the arbitration in accordance with the Arbitration Rules of the Thai arbitration Institute, Office of the Judiciary applicable at the time of submission of the dispute to arbitration and the conduct of the arbitration thereof shall be under the auspices of the Thai Arbitration Institute. The award of the tribunal shall be final and binding upon both Parties.

Under the provisions of the first additional provision of law 9/2017, of 8 November, of Public Sector contracts this contract is awarded by a negotiated procedure. In the present services contract, as the services are technically perfectly defined, therefore the price is the only decisive criteria for awarding the contract, according to art 145.3 g) of Public Sector Contracts Law 9/2017.

#### **4. FINAL PRICE OR MEANS OF DETERMINING IT; DURATION OF PROJECT EXECUTION AND METHOD OF PAYMENT**

The total price agreed for executing all the items specified in this contract is:

- Total price (€):
- Price in Currency of Payment: \_\_\_\_\_ Currency of Payment: USD
- Execution period. From: \_\_\_\_\_ To: \_\_\_\_\_
- Possibility of renewal: Yes, by mutual agreement between the parties.
- Renewable period: \_\_\_\_\_, from: \_\_\_\_\_ To: \_\_\_\_\_
- Revision of prices: No
- Payment method: Invoices will be raised at the completion of each month of service, with payment due within 15 days by transfer of funds to the account to be designated to Exera, or by check. All bank fees are to be at the sender's expense.

The above price shall be inclusive, incorporating all applicable expenses, licences, fees, taxes or duties, whether national or local, excluding VAT (or similar), charged on or that may be charged on the items specified in this Contract as long as it remains in force.

VAT (or similar) that is passed on to the Administration is \_\_\_\_\_ (€)/..... (USD).

All payments made must be accompanied by the certificate of approval of the services rendered, issued by the Administration.

#### **5. PERFORMANCE OF THE SERVICE**

a) The work shall be executed by the Contractor, strictly abiding by the technical and legal conditions of the contract, and in accordance with the instructions received by the contracting Administration in relation thereto.

b) The services rendered shall be supervised by the person nominated for this task by the Administration. Notwithstanding, the Contractor may also appoint a qualified technician to take charge of the organization and control the work carried out, under the authority of the above-named nominee.

c) The Contractor shall be responsible for obtaining all the permits, authorizations and licences that may be required in order to render the service specified in this Contract, and shall be exclusively responsible for labour relations with the workforce carrying out said service, as well as social security expenses or those of an analogous nature.

d) If the works related to this service produce a product or tangible asset, this shall become the property of Spain, and the Contractor may not make use of it, or transfer it to third parties, or communicate its content, in whole or in part.

e) Any change or modification to the service specified in this Contract must be agreed between the Parties, in writing. If such modification involves any expansion in the scope of the Contract and of the provision of such by the Contractor, the additional prices for this shall be established on the basis of those set out in the initial tender.

f) The rights and obligations arising from the present Contract may be transferred by the Contractor to a third party, subject to prior authorization, in writing, from the Embassy/Consulate. Similarly, written authorization is required if any of the services specified in this Contract are to be sub-contracted.

g) The Contractor undertakes to respect the confidential nature of the information that may be accessed during the execution of the contract.

This duty of confidentiality shall apply for a period of five years from the date of first access to the information.

## **6. SPECIAL RULES REGARDING EMPLOYEES HIRED BY THE CONTRACTING COMPANY**

1. The contracting company shall seek to create a stable working team, with only occasional and justifiable changes in its members, to avoid disturbing the proper functioning of the service (when there are reasons justifying this requirement), and informing the "contracting entity" at all times.

2. The contracting company undertakes the obligation to exercise, in a real, effective and continuous manner, the management authority inherent to any employer, regarding the members of the working team in charge of executing the contract. Specifically, the contracting company shall: negotiate and pay wages; grant leaves and holidays; replace workers in the event of illness or absence; comply with legal obligations regarding Social Security, including paying contributions and benefits, when applicable; comply with legal obligations regarding occupational risk prevention; and exercise disciplinary authority; as well as any other rights and obligations resulting from the contractual relationship between employee and employer.

3. The contracting company shall especially ensure that workers assigned to the execution of the contract perform their duties within the boundaries of the activity defined as the object of the contract.

4. Given the nature of the contract, the services shall be rendered at the Diplomatic Representation premises.

5. The contracting company shall designate at least one technical coordinator or manager, included in its own staff, whose obligations shall include the following:

- a) Acting as the contracting company's interlocutor with the "contracting entity", channelling communication between the contracting company and the members of the working team assigned to the contract, on the one hand, and the "contracting entity", on the other, on all issues deriving from the execution of the contract.
- b) Distributing work among the staff in charge of executing the contract, and giving said staff the necessary working orders and instructions regarding the rendering of the service.
- c) Supervising the correct performance by the members of the working team of the functions they need to perform, as well as monitoring said staff's presence in the workplace.
- d) Organizing the holiday schedule for the staff assigned to the execution of the contract; to this effect, the contracting company shall coordinate appropriately with the "contracting entity", in order not to disturb the proper functioning of the service.
- e) Informing the "contracting entity" of any changes, either occasional or permanent, to the working team assigned to the execution of the contract

## **7. ESTABLISHMENT OF THE GUARANTEE**

YES

As a guarantee of the obligations undertaken in this contract, the Contractor pays a deposit to the value of \_\_\_\_\_, which constitutes 5% of the amount of the Contract, not including Value Added Tax should such a tax, or similar, be applied. Said Guarantee should be paid to the corresponding Diplomatic or Consular Representation, in one of the following forms:

in cash

surety

return

If, as a result of a modification made to the contract, its price is varied, the amount of the guarantee shall be adjusted accordingly.

## **8. PENALTIES AND CANCELLATION OF THE CONTRACT**

When the Contractor ceases to provide the agreed services before the end of the validity of the contract or of its renewed period (or such services are inadequately provided), the following penalty shall be applicable: 3% of the monthly amount, in case of service breach.

The amount of the penalty shall be deducted from the next invoice to be paid to the Contractor. If no further invoices remain to be paid, the penalty shall be effected against any guarantee which may have been established. This penalty does not exclude claims for damages.

The Administration may cancel the contract with no further obligation other than that of paying for the services actually provided, after acknowledgment of approval has been made, and with no need to communicate to the Contractor any judicial or extrajudicial summons or notification, in the following cases:

- Declaration of bankruptcy or declaration of insolvency by the Contractor in any other process, as well as the cessation of the Contractor's legal capacity or the death or unforeseeable incapacity of the latter in the case of an individual Contractor.
- Failure to comply with the clauses of this contract, in particular, interruption of the provision of the service without a sufficiently justified reason or failure to fulfil the contract within the period established for its provision.
- Transfer of the contract or sub-contracting it, in whole or in part, without prior authorization from the Embassy/Consulate.

The contract may be cancelled by mutual agreement between the Parties, provided none of the above causes of termination apply.

## **9. DATA PROCESSING**

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.

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

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)

## **10.- CIVIL LIABILITY INSURANCE**

YES



**11.- LIST OF THE DOCUMENTS COMPRISING THE PRESENT CONTRACT**

- Contractual document
- Technical specifications document
- Guarantee
- Civil liability insurance
- Power of attorney
- Others: (specify)

Signed in three copies,

In Yangon, on                      of                      of 2021                      .

Name and Position

Name and Position