



**GENERAL MAINTENANCE SERVICE CONTRACT FOR BUILDINGS AND FACILITIES OF THE
SPAIN AMBASSY IN ISLAMABAD (ISLAMIC REPUBLIC OF PAKISTAN).**

File N°: SER-25/011

MEETINGS

On the one hand, Mr. José Antonio de Ory Peral, Ambassador of Spain in Pakistan, acting on behalf of and representing the Ministry of Foreign Affairs, European Union and Cooperation (hereinafter referred to as "the Administration").

On the other hand, Mr. with identification domiciled at "acting on behalf of and representing the company..... with registered office at pursuant to document (hereinafter referred to as "the Contractor")."

Both parties recognise each other's competence and capacity to conclude this contract, the award of which was approved on, charged to budgetary implementation 12.01.13.142A. 218.

ADMINISTRATIVE BACKGROUND

- This contract has been favorably reported by the State Attorney's Office in the Department on the following date: 01/09/2025
- Date of pre-audit of approval of expenditure:.....
- Date and amount of approval of expenditure:
- Date of the prior audit of the authorisation of the contract:
- Date of the agreement awarding and authorising the conclusion of the contract:

AGREE

Clause 1.- The Contractor undertakes to carry out in full the maintenance service of the buildings and facilities of the Spanish Embassy in Islamabad.

The maintenance service will be carried out in the buildings and facilities of the Chancellery and Residence of the Embassy of Spain, located at Street 5 and 6, Diplomatic Enclave I, Ramna 5, Sector G-5 in Islamabad, in accordance with the provisions of the Specific Administrative Clauses (SAC) and the Specific Technical Specifications (STS), approved by the Contracting Authority on the date, which, as documents of a contractual nature, are attached to this contract.

The Contractor declares without reservation that he has understood the scope and meaning of the documents forming part of the contract and considers it feasible, technically and legally, to carry out their complete execution respecting and complying with current regulations.



The Contractor also declares that his tender is complete, since it includes, in addition to the work which is specifically the subject of the contract, the steps necessary to ensure the proper completion of the service.

Clause 2.- In what is not expressly regulated in this contract, in the SAC and in the STS, the provisions of the First Additional Provision of Law 9/2017, of 8 November, on Public Sector Contracts, which transpose into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014, (LCSP) shall apply. Without prejudice to the fact that the principles of the LCSP will be taken into account to resolve any doubts and gaps that may arise in its application.

Disputed issues arising in the execution of the contract will be resolved by mutual agreement between the parties and, failing that, will be submitted to the jurisdiction of the Spanish Courts, in the case of Spanish companies.

In other cases, these questions will be submitted to the jurisdiction of the Spanish Courts if the Contractor so accepts.

If you do not accept it, any dispute arising out of or relating to this contract - including any question relating to its existence, validity, termination, interpretation or performance - shall be settled definitively by arbitration governed by law administered by the Center for International Investment and Commercial Arbitration, in accordance with its Arbitration Rules in force on the date of submission of the request for arbitration. The language of arbitration shall be English. The seat of arbitration shall be Islamabad.

Clause 3.- The total price agreed for the performance of all the services covered by the contract is:

- Total price (including VAT or similar tax if applicable):..... Pakistani rupees (PKR).
- VAT or similar tax applicable: not applicable
- Net price (excluding VAT or similar tax if applicable):..... Pakistani rupees (PKR).
- Price revision: not applicable.
- Payment scheme: as stipulated in Article 23 of the SAC

The net price is global, and includes all types of expenses, licenses, taxes, taxes or taxes, state or local, except the VAT or similar tax, that tax or may tax the services subject to the contract during its term.

Clause 4.- The execution period is three years, from **01.03.2026 to 28.02.2029**.

This contract may be extended for a maximum of two years.

Clause 5.- As a guarantee of the obligations assumed in this contract, the Contractor provides a guarantee, by means of amounting to a total ofPKR, representing 5% of the amount of award, VAT or similar applicable tax excluded, which has been



deposited at the Embassy of Spain in Islamabad.

Clause 6.- The Contractor provides a civil liability insurance policy or equivalent insurance in accordance with local customs or customs for a minimum amount equal to or greater than that of the basic tender budget, in order to be liable for the obligation to compensate for damages caused to third parties as a result of the performance of this contract. The policy must be renewed to cover all damages during the entire period of execution of the service.

Article 7.- Penalties may be imposed according to the type and procedure provided for in Article 25 of the SAC.

Clause 8.- The modification of the contract may be carried out provided that the circumstances so advise, in the form and with the effects provided for in Clause 26 of the SAC.

Clause 9.- The contract may be terminated, without any obligation other than the payment of the service actually provided, in the cases referred to in Clause 32 of the SAC.

Article 10.- Listing of the documents that make up the contract:

- The Specific Administrative Clauses (SAC).
- The Specific Technical Specifications (STS).
- The letter of invitation to participate in the procedure.
- The offer of successful bidder.
- The formalisation document.

This contract has been favourably reported by the Legal Service at the Department on 1 September 2025.

Signed in triplicate,

In Islamabad, at

THE AMBASSADOR

THE CONTRACTOR

José Antonio de Ory

Person and Position