

DIRECCIÓN GENERAL DEL SERVICIO EXTERIOR

SUBDIRECCIÓN GENERAL DE ASUNTOS PATRIMONIALES

#### SPECIFIC ADMINISTRATIVE TERMS AND CONDITIONS (PCAP)

#### **SERVICE CONTRACT**

File N°: SER-25/011

OBJECT: GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF

THE EMBASSY OF SPAIN IN ISLAMABAD

PLACE OF IMPLEMENTATION: EMBASSY OF SPAIN IN ISLAMABAD (ISLAMIC REPUBLIC OF PAKISTAN)

#### PROCEDURE NEGOTIATED WITH ADVERTISING

ADDITIONAL PROVISION FIRST LAW 9/2017 OF 8 NOVEMBER 2017 ON PUBLIC SECTOR CONTRACTS TRANSLATING DIRECTIVES OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL 2014/23/EU AND 2014/24/EU OF 26 FEBRUARY 2014 TO THE SPANISH LEGAL ORDER.

This PCAP has been favorably reported by the State Attorney at the Department on September 1<sup>st</sup>, 2025.

Approved,

The Minister,
Director-General for External Services,
P.S. (Order AUC/462/2021),

Cristina López Heras



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#### **SUMMARY TABLE**

Type of contract: Administrative Contract of Services.

• File number: SER-25/011

- **Subject-matter of the contract:** General maintenance of the buildings and facilities of the Embassy of Spain in Islamabad (Islamic Republic of Pakistan).
- Place of execution: The service covered by the contract will be carried out at 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.
- **Deadline for implementation:** Three years.
- Possibility of extension: Extendable up to a maximum of two years.
- Common Contract **Vocabulary (CPV):** 508000003 "Miscellaneous repair and maintenance services".
- Contracting Authority: The Minister and, by delegation, the Director-General of the External Service (Order AUC/462/2021 of 28 April 2021 setting limits for administering certain expenditure and delegating powers).
- Contractor's profile : http://contrataciondelestado.es
- Processing of the procurement file: Ordinary
- Award procedure: Negotiated with publicity, D.A. 1a of Law 9/2017, of November 8, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of February 26, 2014.
- Estimated value of the contract: 105.000.000,00 Pakistani rupees (PKR); EUR 388 888.89 (EUROS), estimated exchange rate EUR 1.00 = 270 Pakistani rupees.
- Value Added Tax: The Embassy is exempt from paying the applicable VAT or similar tax.
- Basic tender budget. 63,000.000.00 Pakistani rupees (PKR). The Embassy is exempt from the payment of VAT or similar applicable tax, equivalent to 233,333.33 EUROS (EUR); estimated exchange rate EUR 1,00 = 270 Pakistani rupees.
- Budgetary implementation: 12.01.13.142A.218



- Evaluation criteria: Economic and qualitative
- **Definitive guarantee**: 5% of the award amount
- Warranty period: one year from the end of the contract



#### **CHAPTER I – GENERAL PROVISIONS**

#### Clause 1.- SUBJECT OF THE CONTRACT.

The object of this contract is the provision of the general maintenance service of the buildings and facilities of the Embassy of Spain in Islamabad.

The detail and characteristics of the service, as well as the way in which it is to be provided, are set out in the Specific Technical Specifications (PCAP).

The procedure is presented without breakdown by lot, even if the service will be provided in independent buildings, because the independent performance of the various services covered by the subject matter of the contract would make it difficult to carry out the contract correctly from a technical point of view. There is also a need for coordination in the performance of various services of the contract and that, in the case of its division into lots, would make it impossible to perform or, at the very least, would collide with the principles of efficient, transparent and complete action.

#### Clause 2.- PERIOD OF IMPLEMENTATION.

The term of execution of the contract shall be three years, and may be extended expressly and in writing before the end of the contract, for a maximum period of two years.

#### Clause 3.- PLACE OF IMPLEMENTATION.

The object of the contract will be carried out in the set of buildings of the Embassy of Spain located on Street 5 and 6, Ramna 5, Diplomatic Enclave I, Sector G-5 in Islamabad.

#### Clause 4.- NATURE OF THE CONTRACT AND APPLICABLE LEGAL SCHEME.

The contract referred to in these specifications is a public sector contract, of an administrative and service nature, which will be governed in terms of its preparation, award, effects and termination by this PCAP, by the PCAP, as well as by the document in which the contract is formalized. For everything not expressly regulated in the contract and in the specifications, the First Additional Provision of Law 9/2017 of 8 November 2017 on Public Sector Contracts, which transposes 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), will be complied with. 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.

The following documents shall be contractual:

- The PCAP.
- The PCAP.
- The letter of invitation to participate in the procedure.
- The formalization document
- The specessful bidden is offer.



#### Clause 5.- FINANCIAL AND BUDGETARY REGIME OF THE CONTRACT.

**Basic tender budget:** The amount of the basic tender budget that determines the exclusion of any tender for a higher amount, amounts to 63,000.000.00 Pakistani rupees (PKR).

**VAT or similar tax applicable:** The Embassy is exempt from the applicable VAT or similar tax.

**Estimated value of the contract:** The estimated value of the contract (including any planned extensions) is PKR 105.000.000,00 excluding VAT or similar tax.

#### Cost structure of the basic tender budget (Clause 100.2 LCSP):

Currency of Expenditure		Category: Pakistani rupees
(CD) Material costes (1)		15.882.352,94
(CS) Salary costes (2)		37.058.823,53
(PEM) Material Execution Budget	(CD+CS)	52.941.176,47
(GG) General Expenditure (4)	13% s/PEM	6.882.352,94
(BI) Industrial profit	6% s/PEM	3.176.470,59
(GGE) Total general structural expenditure	(GG + BI)	10.058.823,53
Impossible Base	(PEM+GGE)	63.000.000,00
VAT	Exempted	0%
(PBL) Tender Base Budget	(GGE + VAT)	63.000.000,00

- (1) Material costes (tools, services provided for in Clause 9 of the PCAP, vehicles, machinery, mobile phones).
- (2) Wage costes (wages and social insurance)
- (4) Overheads (depreciation, taxes, licences, administrative costes).

Budgetary **implementation**: 12.01.13.142A.218, the distribution by annuities being as follows:

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KR)
KR)

These planned annuities may be adjusted according to the final date of commencement of performance of the contract.



#### **CHAPTER II - TENDER**

#### Clause 6.- REQUIREMENTS OF TENDERERS.

Tenders may be submitted for the award of the contract, at the invitation of the Administration, by natural and legal persons, individually or in a group or temporary union, with full capacity to act, who have an organization with sufficient personal and material elements so that they can technically and legally carry out the performance subject to 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, financial, technical or professional capacity necessary for the performance of the contract, with the administration reserving the power to examine that capacity.

Employers must also have the business or professional qualification that, where appropriate, is required for the performance of the activity or service that is the subject of the contract.

## Clause 7.- WAY OF ACCREDITING THE REQUIREMENTS OF TENDERERS: CAPACITY AND SOLVENCY.

- A) The capacity to act shall be attested as follows:
  - 1) Foreign companies, of non-Spanish nationality or non of EU member countries or non signatories to the Agreement on the European Economic Area, must prove to the corresponding Diplomatic Mission or Consular Office of Spain of the place of performance of the contract that they are registered in the local professional, commercial or similar register or, failing that, that they act regularly in the local traffic of the activities to which the subject matter of the contract extends. Once these circumstances have been proved, the corresponding report will be issued by the Representation, which will be incorporated into the recruitment file.
  - 2) Companies of Spanish nationality or of a member country of the EU or signatories of the Agreement on the European Economic Area, will prove their ability to act by means of the following documents:
    - Companies of Spanish nationality shall prove their capacity to act by submitting a
      certified copy of the instrument or document of incorporation, statutes or founding
      act containing the rules governing their activity, duly registered in the corresponding
      public register.
    - Non-Spanish companies that are nationals of EU Member States or signatories to the Agreement on the European Economic Area shall prove their ability to act through the corresponding certificate of registration issued in accordance with the legislation of the State in which they are established, or through the presentation of an affidavit or a certificate, under the terms established by regulation, in accordance with the Community implementing provisions.

Likewise, they will present a responsible declaration that the company is not included in any of the causes of inability to contract with the Administration, which establishes Article 71 of the LCSP, and that the company is current in the fulfillment of its tax and social security obligations, where appropriate (according to the model in **Annex 2**).



#### 3) Documentation accrediting the representation:

- Copy of the identity document of the signatory of the proposal.
- Power of attorney of the signatory of the proposal or equivalent document, duly registered in the corresponding register.
- B) The justification of the economic and financial solvency, as well as technical or professional will be made by submitting the following documentation:

#### 1. Economic and financial solvency:

Civil liability insurance policy will be provided for a <u>minimum</u> amount equal to or greater than the basic tender budget (Pakistan Rs 63,000.000.00) in force on the closing date for the submission of tenders, which will be accredited by means of a certificate issued by the insurer, stating the amounts and risks insured and the date of expiration of the insurance.

## 2. Technical or professional solvency:

- a) A list of works or services of the same or similar nature carried out in the last three years must be provided, with at least three certificates of good performance of services of the same or similar nature for an amount equal to or greater than 50% of the basic tender budget (Pakistan Rs 31 500 000.00) detailing the amount, dates and place of execution of the services.
- b) Likewise, the company must provide documentary proof that the Technical Manager of the contract has the title of technical engineer or similar and a minimum experience of five years in this type of work. It will be accredited with the presentation of the corresponding title and curriculum vitae.
- c) In addition, the company must provide documentary proof of the minimum experience of five years of maintenance operators by means of a certificate issued for this purpose.

#### Other documentation:

- 1) Companies that do not have Spanish nationality and that opt for **submission to the Spanish courts** must submit the declaration of submission to them **(Annex 3)**.
- 2) Confidentiality commitment: All the documents and information provided to the tenderer are confidential and the tenderer has a duty of confidentiality with regard to the documents and information he receives for the award of this contract. You must express your express commitment to respect this duty by completing and providing Annex 4 to this PCAP.



3) **Temporary Union of Employers (UTE):** In the event of tendering in the Temporary Union of Employers, the corresponding incorporation commitment must be provided, duly signed by the representatives of each of the companies that are intended to be constituted as a joint venture (**Annex 5**).

Tenderers <u>will initially replace</u> the provision of the documentation proving their capacity and solvency referred to in this clause in sections A) and B) above with a <u>responsible declaration</u> (according to the model in **Annex 2**, attached to these specifications), indicating that it satisfies the conditions legally established for contracting with the Administration. For those cases in which several entrepreneurs come together in a temporary union, a responsible statement will be provided by each of the participating companies.

The contracting authority may at any time ask tenderers for all or part of the documents supporting the capacity and solvency replaced by the submission of the above-mentioned declaration of responsibility, where it considers that there are reasonable doubts as to the validity or reliability of that declaration or where this is necessary for the proper conduct of the procedure.

In any case, the tenderer who is proposed as the successful tenderer must prove, prior to the award of the contract, the possession and validity of the documentation proving his capacity and solvency.

<u>Circumstances relating to capacity and solvency, as well as the absence of prohibitions to contract, must be present at the date of submission of tenders and remain at the time of completion of the contract.</u>

If it is not established that the tenderer satisfies the capacity and solvency requirements, his tender will be excluded from the tendering process.

All documents required in this clause must be accompanied by a translation into Spanish, where appropriate, and must be originals, authentic copies or certified photocopies.

#### Clause 8.- TIME, PLACE AND FORM OF SUBMISSION OF PROPOSITIONS.

The Embassy of Spain in Islamabad shall invite at least three companies with sufficient capacity and solvency to submit tenders for the purpose of the contract.

The contract notice shall also be published on the Representation's website.

Tenderers' tenders must comply with the specifications and documents governing the call for tenders, and their submission implies the unconditional acceptance by the employer of the content of all the clauses of this PCAP.

Variants, improvements or alternatives to the subject matter of the contract are not allowed. Each tenderer may not submit more than one tender.



Contracting authority may not disclose information provided by the contractors which they have designated as confidential when submitting their tender.

**Deadline for submission of tenders:** The time limit for the submission of tenders shall be  $\underline{15}$  calendar days from the date on which the invitation to the procedure is sent.

**Place of submission of tenders:** Proposals will be submitted by hand or by post in the Register of the Embassy of Spain in Islamabad:

Address: Street 6, Ramna 5. Diplomatic Enclave 1, Sector G-5, Islamabad.

**Timetable:** 9:00 to 16:00 (Monday to Friday)

In the event that the submission is made by post, you must inform the Representation by email to emb.islamabad@maec.es of your submission within the deadline set for the submission of tenders.

The Registry will issue, after the deadline for submission, a certificate on the proposals received, as well as those received late.

**Form of submission of tenders:** The tender shall consist of three envelopes, separate and independent, duly closed and signed by the tenderer or person legally representing him, with the following requirements:

- On the outside of each envelope, the tables, the models of which appear in **Annex 1** to this specification, shall be entered in a clearly visible form and without it being necessary to open them for reading.
- Content of envelopes:
  - Envelope No 1: "Administrative Documentation". It shall contain documentation proving compliance with the pre-tendering requirements (capacity and solvency) and shall include:
    - 1. **Annex 2** of the PCAP (Responsible Declaration).
    - 2. **Annex 3** of the PCAP (in case of companies of non-Spanish nationality that opt for submission to the Spanish courts).
    - 3. Annex 4 of the PCAP (Compromise of Confidentiality).
    - 4. **Annex 5** of the PCAP (if submitted to the invitation to tender under Temporary Union of Employers (UTE-).
    - 5. **Annex 6** of the PCAP (Model commitment for the assignment of personal and material resources).

If the documentation submitted in Envelop 1 needs to be rectified, tenderers shall be given a period of at least three working days to make the necessary corrections.

Envelopes No 2: "Proposals for criteria subject to a value judgment" shall contain the proposal for aspects that can be assessed by means of a value judgment. For this purpose it shall include Annex 7 and the documentation provided for in that Annex.



For the assessment of these criteria, the Embassy of Spain in Islamabad will request a report on them from the technical services of the Subdirectorate-General for Patrimonial Affairs.

Once the report has been received with the assessment of the contents of Envelope No 2, Envelope No 3 will be opened.

- <u>Envelopes No 3: Economic proposal and evaluable criteria through the</u> **use of formulas.** For this purpose, it shall include **Annex 8** "Model for proposing automatic assessment criteria", which shall contain:

The total budget shall be expressed in Pakistani rupees (PKR) and may under no circumstances exceed the basic tender budget set out in these specifications; must be signed by the employer including the stamp of the company/entrepreneur, if available.

#### Clause 9.- CRITERIA FOR THE AWARD OF THE CONTRACT.

The contracting authority shall award the contract on the basis of the best value for money, which shall be assessed on the basis of the automatically assessable criteria defined and weighted in this clause:

- Qualitative criteria whose quantification depends on a value judgment (up to a maximum of 45 points)
- Criteria that can be evaluated using formulas (up to a maximum of 55 points).
  - Economic offer up to a maximum of 50 points
  - Minimum increase of operators established in section 8 of the PCAP (up to a maximum of 5 points.

#### TOTAL VALUATION OF AWARD CRITERIA: up to a maximum of 100 POINTS.

The scores shall be rounded to two decimal places.

## **9.1.** - QUALITATIVE CRITERIA THE QUANTIFICATION OF WHICH DEPENDS ON A VALUE TRIAL (as modelled in Annex 7):

**Technical offer: up to a maximum of 45 points**. (see Annex 7)

- A. Technical characteristics and organisation of work: up to 15 points
  - 1. Detailed **description** of the services offered (3 points).
  - 2. Increase and/or **technical improvement of maintenance activities** compared to those set out in Annex III of the PPT (6 points).
  - 3. Work planning and provision of monitoring templates (6 points).
- B. Personnel and technical means: up to 15 points Human resources:



- 1. **Sizing and organizational chart** of the staff proposed for the provision of the service taking into account the provisions of paragraph 8 of the PPT. (2 points).
- 2. Specification of the **professional category**, **experience and official qualification** of the country of the proposed workforce (2 points).
- 3. Specification of the personnel **coming in case of emergency** (1 points).
- 4. Specification of whether it is temporary subcontracting or permanent staff (1 points).
- 5. If necessary, provide **the Certificates** issued by the Competent Official Bodies, attesting that the company is authorized to maintain the facilities subject to the contract that are subject to **periodic technical-legal reviews**. If these certificates are not available, proof of solvency must be provided by subcontracting a qualified company (1 point).

#### Material resources:

6. **Consumable and expandable material included** to carry out preventive maintenance taking into account the provisions of section 9.2 of the PPT and specifying an annual economic estimate applicable to these materials (8 points)

## C. Description of the current state of the facilities and proposal for improvement: up to 10 points

- 1. Following the visit carried out, indication of the **general condition of the installations covered by** the contract (paragraph 1 of the PPT) (3 points).
- 2. Facilities that cannot be serviced due to a need for major repair or prior corrective maintenance substantial enough to fall outside the scope of the contract shall be identified. In this way, the other installations will be considered as suitable for maintenance, and therefore the obligations arising from such installations, equipment or parts may subsequently be required of the contractor. Therefore, the economic offer must contemplate only what is considered reliably susceptible to maintenance (2 points).
- 3. **Proposal to improve the facilities** by specifying corrective actions in the short and medium term (5 points).
- D. Indication of the percentages that the different types of installations under maintenance represent in economic terms (paragraph 1 of the PPT) with respect to the total to be maintained: up to 5 points

(As an example, the maintenance of the HVAC installation can account for 30% of the total to be maintained).

Installation 1	Installation 2	Installation 3	Installation 4	Installation 5	Total
X %	X %	X %	X %	X %	X %

#### 9.2. - EVALUABLE CRITERIA BY USING FORMULA (as modelled in Annex 8):

#### Offer evaluable by formulas: up to a maximum of 55 points. (see Annex 8)

A. Economic proposal: up to a maximum of 50 points.

The highest score (50 points) will be awarded to the company that presents the lowest economic offer, assigning the score in inverse proportion to the rest of the proposals applying the following formula:



Formula:  $P = 50 \times 0i / Oo$ . Being:

P: Score obtained

Oi: Budget of the most economical offer Oo: Budget of the offer to be valued

# B. Increase in the minimum number of operators laid down in paragraph 8 of the PPT: up to 5 points

It will be valued up to a maximum of 5 points, granting 1 points for each additional maintenance operator integrated into the template assigned to the execution of the contract.

#### 9.3. - OFFERS ANORMALLY LOW.

The disproportionate or abnormal nature of the tenders, as provided for in Art. 149 of the LCSP, will be assessed in accordance with the parameters provided for in Art. 85 of Royal Decree 1098/2001 of 12 October 2001 approving the General Regulations of the Law on Public Administration Contracts, which are set out below.

Tenders shall, in principle, be considered disproportionate or reckless if they are in the following situations:

- 1. Where, in the case of a single tenderer, it is less than the basic tender budget by more than 25 percentage units.
- 2. In the case of two tenderers, whichever is more than 20 percentage units lower than the other tender.
- 3. In the case of three or more tenderers, those which are more than 10 percentage units lower than the arithmetic average of the tenders submitted. However, the tender with the highest value shall be excluded from the calculation of that average. In any case, the decrease of more than 25 percentage units compared to the basic tender budget shall be considered disproportionate.

In the event that the contracting authority finds that a tender contains an abnormally low tender in the above terms, the procedure provided for in Art. 149 of the LCSP will be followed.

#### Clause 10.- ASPECTS SUBJECT TO NEGOTIATION.

Once the tenders are opened and known, a single round of negotiation will be held with the tenderers, which will begin by means of the written communication addressed to each company inviting it to improve, within a minimum period of three working days, the aspects subject to negotiation that are detailed below, always guaranteeing the principle of equal treatment between the tenderers. In particular, information likely to give an advantage to any tenderer over others shall not be provided in a discriminatory manner and industrial secrecy and intellectual property rights shall be protected in such a way that the tender proposed by a participating undertaking is not disclosed to the other tenderers.

The issues under negotiation are as follows:

Economic offer.

If the negotiation is already completed, it is not appropriate, in principle, to provide new offers. However, the contracting authority may decide to reopen negotiations with all participants in the event that none of the tenders complies with the basic tender budget, provided that the principles of equal treatment and non-discrimination are respected.



#### Clause 11.- AWARD.

At the end of the negotiation process, the contracting authority shall rank, in descending order on the basis of the score, tenders which have not been excluded from the award procedure and which have not been declared disproportionate or abnormal. This classification will be carried out taking into account the award criteria established in these specifications, being able to request as many technical reports as it deems appropriate.

If two or more tenders are equal from the point of view of the criteria on which the award is based, it shall be decided in favour of the proposal presenting the most economical tender and, if there is still equality, it shall be awarded by lot.

Prior to the award of the contract, the company that obtained the highest score and therefore submitted the best tender will be required to submit the documents proving its ability to act and solvency required by Clause 7.

#### Clause 12.- WARRANTY.

For the award of the contract, the successful tenderer must submit, within 10 working days from the day following the day on which the request was received, the supporting documentation that the final guarantee has been lodged.

As a guarantee of the obligations assumed in this contract, the Contractor will provide a guarantee of 5 per cent of the award amount, excluding the applicable Value Added Tax or similar tax, in the event that this or a similar tax is applied, by means of a cash deposit, bank guarantee or surety insurance policy. The guarantee will be lodged at the Spanish Embassy in Islamabad.

If this requirement is not met for reasons attributable to him, the Administration will take it that the tenderer has withdrawn his tender.

The warranty period is one year from the end of the contract.

The guarantee shall cover the following items:

- a) The proper performance of the services provided for in the contract.
- b) The penalties imposed on the Contractor.
- c) Expenditure incurred by the Administration as a result of the Contractor's delay in discharging his obligations.
- d) Of the damages caused to the Administration by the execution of the contract or by its breach.
- e) The absence of defects or defects in the services provided during the warranty period.



If, as a result of an amendment to the contract, the price of the contract changes, the amount of the security shall be adjusted.

The warranty will not be returned or cancelled until the warranty period has expired and the service has been received in accordance.

#### Clause 13.- CIVIL RESPONSIBILITY POLICY.

Prior to the conclusion of the contract, the successful tenderer must provide a civil liability insurance policy for a minimum amount equal to or greater than the basic tender budget (Pakistan Rupee 63,000.000.00) in force on the closing date for the submission of tenders, to be accredited by means of a certificate issued by the insurer, stating the amounts and risks insured and the date of expiry of the insurance.

The policy must be renewed to cover all damages during the entire period of execution of the service.

#### Clause 14.- FORMALIZATION.

The performance of the contract may not start without its prior formalization.

## Clause 15.- DECISION NOT TO AWARD OR CELEBRATE THE CONTRACT AND WITHDRAWAL OF THE AWARD PROCEDURE OF THE ADMINISTRATION.

The decision not to award or conclude the contract or to withdraw from the procedure may be agreed by the contracting authority before formalization.

Withdrawal shall not prevent the immediate initiation of a new tendering procedure.

In these cases, the amount of compensation will be a maximum of 1% of the basic budget of the tender, VAT or similar tax excluded, upon request and documentary justification of the tenderer.

#### **CHAPTER III - IMPLEMENTATION OF THE CONTRACT**

#### **Clause 16.- IMPLEMENTATION.**

The contract will be executed subject to the provisions of its clause, in these specifications, in the PCAP and other contractual documents, and under the direction, inspection and control of the person responsible for the contract designated by the Administration who may issue the appropriate instructions to achieve or restore good order in the execution of the same.

The Contractor shall be bound by the total time-limit set for performance of the contract and by the partial time-limits laid down by the Administration.



#### Clause 17.- RESPONSIBLE FOR THE CONTRACT DESIGNATED BY THE ADMINISTRATION.

The person responsible for the contract, who will be responsible for supervising its execution, adopting the decisions and issuing the necessary instructions in order to ensure the correct performance of the agreed service will be the Responsible for Administrative Affairs and the Chancellor of the Embassy of Spain in Islamabad.

The person in charge of the contract must help himself, to adopt the decisions of technical type and to dictate the necessary instructions in order to ensure the correct realization of the agreed provision, of the advice that a technician of the Area of Architecture of the Subdirectorate General of Patrimonial Affairs provides him.

#### Clause 18.- PRINCIPLE OF RISK AND SALE.

The contract is executed at the Contractor's own risk. The Contractor shall be responsible for indemnifying all damage caused both to the Contracting Authority and to third parties as a result of actions requiring performance of the contract, except where such damage has been caused as a direct and immediate consequence of an order from the Administration.

The Contractor shall be liable for any claim relating to intellectual, industrial or commercial property arising from the performance of the contract which may arise.

## Clause 19.- WORKING PERSONNEL OF THE CONTRACTING COMPANY AND TECHNICAL RESPONSIBLE FOR THE CONTRACT.

The Contractor shall have the necessary staff for the performance of the contract. Such personnel will depend exclusively on the successful tenderer, who will have all the rights and duties inherent in his status as employer with respect to him, being obliged to comply with the obligations in force, especially in social-labour, tax and social security matters, at the place of performance of the contract.

The Contractor shall ensure in particular that the workers assigned to the performance of the contract carry out their work correctly, in accordance with the specifications contained in the PCAP.

The Contractor shall ensure that there is stability in the work team, and that the variations in its composition are punctual and obey justified reasons, in order not to alter the proper functioning of the service, informing at all times and prior to the Administration of any variation.

The Contractor shall also appoint a Technical Officer for the contract, who shall be part of his own staff and shall have among his duties the following:

- a) Act as the Contractor's interlocutor vis-à-vis the Contracting Authority, channelling communication between the Contractor and the staff of the work team attached to the contract on the one hand, and the Administration, on the other hand, in all matters relating to the performance of the contract.
- b) Distribute the work among the personnel in charge of the execution of the contract, and give those workers the work orders and instructions that are necessary in relation to the provision of the contracted service.
- c) Monitor the correct performance by the staff of the work team of the functions entrusted to them, as well as control the attendance of said staff at the workplace.
- d) Organise the leave arrangements for staff assigned to the performance of the contract, with the Contractor having to coordinate appropriately with the Contracting Authority in order not to affect the proper functioning of the performance of the service contract.



- e) Inform the Contracting Authority about occasional or permanent variations in the composition of the work team assigned to the performance of the contract.
- f) Ensure compliance with local regulations regarding occupational safety and health obligations.

#### Clause 20.- EXPENDITURE AND TAXES IN CHARGE OF THE CONTRACTOR.

The Contractor shall be responsible for all expenses arising from the contract, including those of a fiscal or tax nature, whether taxes, fees or special contributions, and whatever the nature and territorial scope of the tax in question, except VAT or similar tax. In particular, the costes thus set out in the PPTP shall be borne by the Contractor. The Contractor shall also be responsible for obtaining all permits, authorisations and licences required for the performance of the service to be contracted.

## Clause 21.- PROGRAMME OF WORK, REPORTS AND DOCUMENTATION TO BE PROVIDED BY THE CONTRACTOR.

The Contractor must provide the Administration, within the time limits stipulated for this purpose, with the documentation required by the PPTP in the paragraphs of Clause 6.

For the purposes of calculating time limits, such documentation must be submitted to the Registry of the Representation.

#### Clause 22.- CONFIDENTIALITY.

The Contractor undertakes to respect the confidentiality of all information to which he will have access when performing the contract. This obligation of confidentiality with respect to personal data will be maintained even if the relationship of the obligated person with the controller or processor has ended.

#### Clause 23.- PAYMENT SCHEME.

The Administration is obliged to pay for the service actually performed, in accordance with the agreed price.

Invoices issued on the occasion of the provision of the service must be presented in the Registry of the Representation, so that there is evidence of entry into the administrative units for the purposes of calculating the payment period.



Invoices must be paid on presentation by the Contractor of the monthly report required by Clause 6 of the PPTP, and all payments must include a certificate of conformity with the work carried out by the Embassy of Spain in Islamabad.

Payment for the service shall be made by means of periodic payments and monthly payments due, and shall be made by name cheque and/or bank transfer to the account designated by the Contractor on the basis of the invoice submitted by the Contractor and drawn up by the Unit responsible for monitoring the performance of the contract.

#### Clause 24.- PRICE REVIEW.

The prices resulting from the award shall not be subject to revision under any circumstances.

#### Clause 25.- PENALTIES.

In the event of defective execution, delay or non-compliance with the special condition for execution set out in this Specification, the following penalties shall apply to the Contractor:

- Delays in meeting the deadlines set for the specific interventions of each maintenance that has been requested, and the Embassy may impose a penalty of 100.000 PKR for every 6 hours of delay (computable from 8:00 am to 17:00 pm), which will be deducted of the corresponding monthly certification.
- The physical presence of the person in charge during the performance of the work will be mandatory. His absence unjustified without the authorization of the Embassy may result in a penalty of PKR 75.000 for every day.
- If the company does not comply with the proposals of work organization, human resources available, response times, machinery, utensils, tools, upgrades, replacement or replacement of staff due to absence or non-compliance with any other obligation contained in your offer, 75.000 PKR of penalty will be imposed per day, until the non-compliance is remedied.
- Whenever penalties for defective non-performance of the contracted service reach a multiple
  of 5% of the contract price, the contracting authority shall be entitled to proceed to the
  resolution of the same or agree on the continuity of its execution with the imposition of new
  penalties.

The amount of the penalty shall be deducted from the next invoice payable to the contractor. In the event that no further invoices are pending payment, the penalty shall be applied against the guarantee, if such has been provided. This penalty does not exclude compensation for damages

#### Clause 26.- MODIFICATION.

The contract may be amended whenever circumstances warrant it, provided that such amendment is mutually agreed upon by the parties.



During the procedure, the Contractor shall be heard and the amendment shall be formalised in writing between the Contractor and the Administration, following a report from the Legal Service.

When, as a result of amendments to the contract, the units of goods forming the subject-matter of the contract are increased, reduced or eliminated, they shall be valued at the prices included in the tender submitted for tender by the Contractor.

When the modifications involve the introduction of units not included in the tender or whose characteristics differ substantially, the prices applicable to them shall be fixed by the Administration, after hearing the Contractor for a period of at least three working days. If the contractor does not accept the fixed prices, the contracting authority may contract the new units with another contractor for the same prices as it has fixed or execute them directly.

Should the modification result in the removal or reduction of units of goods forming the subject-matter of the contract, the Contractor shall not be entitled to claim any compensation.

#### Clause 27.- SUCCESS OF THE CONTRACTOR.

In cases of merger, division or transfer of companies, the current contract will continue the company that is subrogated to the rights and obligations provided that it meets the conditions of capacity and solvency required for the award.

#### Clause 28.- ASSIGNMENT.

Apart from the case of succession of the Contractor referred to in Clause 27, the rights and obligations arising from this contract may not be transferred by the Contractor to a third party.

#### Clause 29.- SUBCONTRACTING.

The possibility of subcontracting is not foreseen in this contract.

#### Clause 30.- RESOLUTION OF CONFLICT.

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, in accordance with **Annex 3** of these specifications.

If 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 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.



#### **CHAPTER IV - EXTINCTION OF THE CONTRACT**

#### Clause 31.- EXTINCTION OF THE CONTRACT FOR COMPLIANCE.

The Contractor shall be deemed to have performed the contract when he has performed the entire service covered by the contract, in accordance with the provisions of its terms and conditions, these specifications, the PCAP and the other contractual documents to the satisfaction of the Administration.

If flaws or defects in the work carried out are established during the guarantee period, the contracting authority shall have the right to request the contractor to rectify them.

Once the guarantee period has elapsed without objection on the part of the Administration, the Contractor's liability shall be extinguished and the definitive guarantee lodged shall be cancelled.

#### Clause 32.- TERMINATION OF THE CONTRACT.

The contract may be terminated, without any obligation other than the payment of the service actually provided, in the following cases:

- 1 .- The death or incapacity of the individual Contractor.
- 2 .- The extinction of legal personality, except for the cases indicated in clause 27 of this PCAP.
- 3 .- The declaration of insolvency or declaration of insolvency of the Contractor
- 4 .- Subsequent loss of the requirements to contract with the Administration.
- 5 .- The breach of the main obligation of the contract, and especially, the defective execution not corrected at the express request of the Administration, and the interruption or abandonment of the provision of the service without justified cause or authorization.
- 6 .- The breach during the execution of the contract of the aspects subject to negotiation.
- 7 .- Failure to comply with obligations regarding non-assignment or subcontracting.
- 8 .- Breach of the obligation to keep secret.
- 9 Obstruction of the management and inspection powers of the Administration, and in particular the Contractor's manifest refusal to comply with the instructions of the responsible person designated by the Administration, his repeated lack of collaboration in the performance of the supervisory functions of the responsible person or the failure to deliver or incomplete delivery of the reports or documentation required by the latter for the effective control of the execution of the contract.
- 10 .- The withdrawal of the Administration.
- 11 .- The mutual agreement between the Administration and the Contractor.



File N°: SER- 25/011

## GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD

## ANNEX 1

## LABELS FOR PLACEMENT ON THE EXTERNAL ENVELOPES

# ENVELOPE N° 1 ADMINISTRATIVE DOCUMENTATION

ADMINISTRATIVE DOCUMENTATION				
(Documentation accrediting compliance with the prerequisites)				
EXPTE No: SER- 25/011  OBJECT OF THE CONTRACT: GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD				
NAME OF COMPANY OR SOCIAL REASON OF COMPANY:				
IDENTIFICATION TAX NUMBER. OR ANALOG:				
NAME OF REPRESENTATIVE:  IDENTIFICATION NUMBER (CNIC OR ANALOG):  POSTAL ADDRESS:  PHONE:  EMAIL:  CAPACITY IN WHICH ACTING:				
PLACE, DATE, SIGNATURE:STAMP (if available)				



# ENVELOPE N° 2 DOCUMENTATION OF CRITERIA SUBJECT TO VALUE JUDGMENT

(Documentation concerning the technical offer) EXPTE No: SER- 25/011 OBJECT OF THE CONTRACT: GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD NAME OF COMPANY OR SOCIAL REASON OF COMPANY: ..... IDENTIFICATION TAX NUMBER. OR ANALOG: ..... POSTAL ADDRESS: PHONE: ..... EMAIL: ..... NAME OF REPRESENTATIVE:..... IDENTIFICATION NUMBER (CNIC OR ANALOG): ..... POSTAL ADDRESS: PHONE: ..... EMAIL: ..... CAPACITY IN WHICH ACTING: PLACE, DATE, SIGNATURE: ..... STAMP

# ENVELOPE N° 3 <u>DOCUMENTATION OF VALUABLE CRITERIA BY MATEMATIC FORMULA</u>

(if available)

(Documentation relating to the economic offer)

EXPTE No: SER- 25/011

OBJECT OF THE CONTRACT: GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD

NAME OF COMPANY OR SOCIAL REASON OF COMPANY:
IDENTIFICATION TAX NUMBER. OR ANALOG:
POSTAL ADDRESS:
PHONE:
EMAIL:
NAME OF REPRESENTATIVE:
IDENTIFICATION NUMBER (CNIC OR ANALOG):
POSTAL ADDRESS:
PHONE:
EMAIL:
CAPACITY IN WHICH ACTING:
PLACE, DATE, SIGNATURE: STAMP
(if available)



File N°: SER- 25/011

GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD

## RESPONSIBLE STATEMENT TEMPLATE

## (to be included in envelope 1)

Mr./Mrs
DECLARES that,
The company has legal personality and capacity to act in order to participate in the present tender,
<ol> <li>Mr./Mrs</li></ol>
<ol> <li>The company possesses the necessary economic and financial standing, as well as the technical and professional capacity, to take part in this tender procedure."</li> </ol>
3. The company
The company commits, in the event of being awarded the contract, to provide proof to the Contracting Authority, prior to the award, of the possession and validity of the required documents.
Likewise, it undertakes to provide the documentation proving compliance with the conditions established to be awarded the contract, at any time prior to the adoption of the award proposal, before any request from the contracting authority, in order to guarantee the successful completion of the procedure.
For the record and appropriate effect in the above-mentioned procurement file, this declaration is issued at
(Place, date, signature and stamp, if applicable, of the company/entrepreneur)



File Nº: SER- 25/011

GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD

## ANNEX 3

## MODEL SUBMISSION WRITTEN TO THE SPANISH COURTS OF NON-SPANISH COMPANIES

(to be included in envelope 1)

CNIC or Identification Number	, holding, acting on behalf and in representation of ax Identification Number (NIF)
declare my willingness to submit to the Spar arise during the execution of the contract of	nish Courts, to resolve any type of discrepancy that may
/D/ // / / / // // // // // // // // //	

(Place, date, signature and stamp, if applicable, of the company/entrepreneur)



File N°: SER- 25/011

GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD

## **ANNEX 4**

## MODEL CONFIDENTIALITY COMMITMENT

(to be included in envelope 1)

Mr./MrsIdentification	Number			., ac	ting	in	his/he	er c	apacity	as
with registered Do/Dain the name and nationality	, with office at with on behalf o	Tax Identificat D.N.I. (or equi of the company	on Numb , valent doo /	er (NIF)	) , wi	th NIF	, acti	of na	ationality	and
EXPRESSES T	HAT,									
In relation to the the confidential TENDERING of	nature of al	I the documen	tation and					_		

(Place, date, signature and stamp, if applicable, of the company/entrepreneur)



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GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD

## ANNEX 5

## MODEL UNION DECLARATION OF ENTERPRISES

(to be included in envelope 1)

Mr./Mrs. , holder of CNIC
or Identification Number, residing at, street
represents in the capacity of; and Mr./Mrs, of CNIC or Identification
Number, street, street
, acting in his/her own name and right, or representing the company with Tax Identification Number (NIF) which he represents in the capacity of;
(all business entities participating as a group shall be listed).
Declare responsibly
If successful, they undertake jointly and severally on behalf of the companies they represent to perform the contract as a Temporary Union of Companies in accordance with the provisions of Art 69 of the LCSP, with each of them participating in
It is designated as a representative or sole representative of the union with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until its extinction to Mr./ Mrs. holder of CNIC or Identification Number , residing at , street , street
They also undertake to formally form a temporary partnership if they are awarded the contract.
For the record and appropriate effect, this declaration is issued and signed at, (date)
(Signature and stamp, where appropriate, of all members of the temporary union)



File Nº: SER- 25/011

## GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD

#### **ANNEX 6**

## MODEL COMMITMENT FOR THE ADSCRIPTION OF PERSONAL AND MATERIAL MEDIA

(to be included in envelope 1)

Mr. /Mrs		holder of CNIC
	, acting in the capacity of	·
	company, with 1	
of .	nationality,	and with registered office at

#### EXPRESSES THAT,

The tendering entity undertakes to allocate the personal resources required for the performance of the contract.

The persons and means proposed for the performance of the contract under Clause 8 of the PPT are as follows:

#### -Staff from 8:00 a.m. to 8:00 p.m., Monday to Friday:

- o <u>1 supervisor with technical responsibility for the contract:</u>
  - Name and Surname:
- o <u>2 engineers specialised in electromechanical installations:</u>
  - Name and Surname:
  - Name and Surname:
- o 3 handyman multipurpose operators:
  - Name and Surname:
  - Name and Surname:
  - Name and Surname:

#### Staff from 8:00 p.m. to 8:00 p.m. Monday to Friday, and on Weekends:

- o 1 technician with at least five years experience in building and plant maintenance:
  - Name and Surname:
- o 1 handyman, with minimum experience of 5 years in maintenance.
  - Name and Surname:



#### -Locable staff within 24 hours:

- o 1supervisor with technical responsibility for the contract:
  - Name and Surname:
- Specialists who are necessary to resolve emergencies and interventions that may occur in the building in the different areas covered by this contract:
  - Name and Surname:

The means indicated will be part of the proposal presented by this company and will be contractual in nature. Therefore, this company undertakes in case of being awarded the contract to maintain them during the period of execution of the service that is the subject of this contract and to communicate to the contracting authority any variation that occurs with respect to them.

(Place, date, signature and stamp, if applicable, of the company/entrepreneur)



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GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD

## **ANNEX 7**

# MODEL QUALITATIVE PROPOSITION FOR WHICH QUANTIFICATION DEPENDS ON A VALUE TRIAL

(to be included in envelope 2)

Mr. /Mrs	, acting in the capacity of, with T with registered office	, on behalf and in Fax Identification Number (NIF)
EXPRESSES THAT, aware of the of, with file number, subject to these conditions and red Administrative Clauses, as well as that it meets each and every one or	undertakes to take charge of quirements, unconditionally acc the Specific Technical Specifi	the execution of the same, strictly cepting the clauses of the Specific ications and responsibly declaring

To this end, I attach the following documents relating to the qualitative award criteria submitted for value assessment:

#### A. <u>Technical characteristics and organisation of work: up to 15 points</u>

- 1. Detailed description of the services offered (3 points).
- 2. Increase and/or technical improvement of maintenance activities compared to those set out in Annex III of the PPT (6 points).
- 3. Work planning and provision of monitoring templates (6 points).

#### B. Personnel and technical means: up to 15 points

#### Human resources:

- 1. Sizing and organizational chart of the staff proposed for the provision of the service taking into account the provisions of paragraph 8 of the PPT. (2 points).
- 2. Specification of the professional category, experience and official qualification of the country of the proposed workforce (2 points).
- 3. Specification of the personnel coming in case of emergency (1 point).
- 4. Specification whether temporary subcontracting or permanent staff (1 point).
- 5. In case it is necessary, contribution of the Certificates issued by the Competent Official Bodies, which prove that the company is authorized to maintain the facilities subject to the contract that are subject to periodic technical-legal reviews. If these certificates are not available, proof of solvency must be provided by subcontracting a qualified company (1 point).



#### Material resources:

6. Consumable and consumable material included to carry out preventive maintenance taking into account the provisions of section 9.2 of the PPT and specifying an annual economic estimate applicable to these materials (8 points).

## C. <u>Description of the current state of the facilities and proposal for improvement: up to 10 points</u>

- 1. Following the visit carried out, an indication of the general condition of the installations covered by the contract (paragraph 1 of the PPT). (3 points).
- 2. Facilities that cannot be serviced due to a need for major repair or prior corrective maintenance substantial enough to fall outside the scope of the contract shall be identified. In this way, the other installations will be considered as suitable for maintenance, and therefore the obligations arising from such installations, equipment or parts (2 points) may subsequently be required of the contractor.

Therefore, the economic offer must contemplate only what is considered reliably susceptible to maintenance.

- 3. Proposal to improve the facilities by specifying corrective actions in the short and medium term (5 points).
- D. <u>Indication of the percentages that the different types of installations under maintenance represent in economic terms (paragraph 1 of the PPT) with respect to the total to be maintained: up to 5 points</u>

(As an example, the maintenance of the HVAC installation can account for 30% of the total to be maintained).

Ins	stallation 1	Installation 2	Installation 3	Installation 4	Installation 5	Total
	X %	X %	X %	X %	X %	X %

(Place, date, signature and stamp, if applicable, of the company/entrepreneur)



File Nº: SER- 25/011

# GENERAL MAINTENANCE SERVICE FOR BUILDINGS AND FACILITIES OF THE SPAIN EMBASSY IN ISLAMABAD

## **ANNEX 8**

## MODEL PROPOSITION OF EVALUABLE CRITERIA BY MATEMATIC FORMULA

(to be included in envelope 3)

(to be included	d III <u>erivelope 3)</u>
or Identification Number, acting in	
contract of, with file number undertakes subject to these conditions and requirements, ur	requirements that are required for the award of the to take charge of the execution of the same, strictly conditionally accepting the clauses of the Specific echnical Specifications and responsibly declaring s required to contract with the Administration.
	et, in accordance with the specifications governing sestablished in Clause 9.2 of this PCAP, it submits able through the use of formulas:
A. Economic offer	
MAXIMUM TENDER AMOUNT (VAT NOT APPLIED)	OFFER AMOUNT (VAT NOT APPLIED)
•	OFFER AMOUNT (VAT NOT APPLIED)
APPLIED)  63,000.000.00 Pakistani rupees (PKR).  The contract price includes and accepts al transport and travel of my staff and all taxe the contract, even if they are not expressly	expenses, such as overheads, profits, insurance, s, duties and fees arising from the performance of
APPLIED)  63,000.000.00 Pakistani rupees (PKR).  The contract price includes and accepts al transport and travel of my staff and all taxe the contract, even if they are not expressly	expenses, such as overheads, profits, insurance, s, duties and fees arising from the performance of stated in the contract documents.
APPLIED)  63,000.000.00 Pakistani rupees (PKR).  The contract price includes and accepts al transport and travel of my staff and all taxe the contract, even if they are not expressly  B. B.Increase in the minimum number of up to 5 points	expenses, such as overheads, profits, insurance, is, duties and fees arising from the performance of stated in the contract documents.  workers laid down in paragraph 8 of the PPT:
APPLIED)  63,000.000.00 Pakistani rupees (PKR).  The contract price includes and accepts al transport and travel of my staff and all taxe the contract, even if they are not expressly  B. B.Increase in the minimum number of up to 5 points  Se valorará hasta un máximo de 5 puntos, otorga	expenses, such as overheads, profits, insurance, is, duties and fees arising from the performance of stated in the contract documents.  workers laid down in paragraph 8 of the PPT:  ando 1 puntos por cada operario de mantenimiento jecución del contrato.