

**SPECIFIC ADMINISTRATIVE SPECIFICATIONS
(PCAP)**

SERVICES CONTRACT

File no.: SER-24/002

OBJECT: COMPREHENSIVE MAINTENANCE SERVICE FOR THE BUILDINGS AND INSTALLATIONS OF THE RESIDENCE AND CHANCELLERY OF THE CONSULATE GENERAL OF SPAIN IN LAGOS (FEDERAL REPUBLIC OF NIGERIA).

PLACE OF PERFORMANCE: CONSULATE GENERAL OF SPAIN IN LAGOS (FEDERAL REPUBLIC OF NIGERIA)

AWARD PROCEDURE: NEGOTIATED WITH PUBLICITY (FIRST ADDITIONAL PROVISION OF LAW 9/2017, OF 8 NOVEMBER, ON PUBLIC SECTOR CONTRACTS).

This PCAP has been reported favorably by the State Attorney's Office in the Department on 20 March 2024.

Approved,
The Minister,
The Director-General of the Foreign Service,
P.D. (Order AUC/462/2021),
María Hilda Jiménez Núñez

SUMMARY TABLE

- Type of contract: Administrative Services Contract.
- File number: SER-24/02
- Purpose of the contract: Complete maintenance of the buildings and installations of the Residence and Chancellery of the Spanish Consulate General in Lagos (Federal Republic of Nigeria).
- Place of execution:
Consulate General of Spain in Lagos: Victoria Island, at 21C Kofo Abayomi Street.
- Period of execution: 2 years, from 01.08.2024 to 31.07.2026.
- Possibility of extension: One one-year extension.
- Common Procurement Vocabulary (CPV):
50700000. Repair and maintenance services of building equipment.
50800000. Miscellaneous repair and maintenance services.
- Contracting authority: The Minister and, by delegation, the Director General of the Foreign Service (Order AUC/462/2021, of 28 April, setting limits for administering certain expenses and delegating powers).
- Contractor profile: <http://contrataciondelestado.es>
- Processing of the contracting dossier: Ordinary.
- Awarding procedure: Negotiated with publicity (D.A. 1^a of Law 9/2017, of 8 November, on Public Sector Contracts).
- Estimated value of the contract (excluding VAT and with extensions): 129,600,000.00 Naira (NGN) 129,600.00 USD.
- Applicable VAT rate: Representation is exempted.
- Base tender budget (with VAT and without extensions): 86,400,000 Naira (NGN) 86,400.00 USD.
- Budget implementation: 12.01.13.142A.218
- Evaluation criteria: Qualitative and economic evaluation criteria.
- Final guarantee: No
- Guarantee period: Up to 3 months after the date of completion of the contract, except for repairs involving the replacement of parts, which would be for one year (Section 13 of the PPTP).

CHAPTER I - GENERAL PROVISIONS

Clause 1.- PURPOSE OF THE CONTRACT.

The object of the present contract is the provision of a comprehensive maintenance service for the buildings and installations of the residence and chancery of the Consulate General of Spain in Lagos (Federal Republic of Nigeria). The details and characteristics of the service, as well as the manner in which it is to be provided, are set out in the Particular Technical Specifications (PPTP).

The procedure is presented without a breakdown by lots, even though the service will be provided in separate buildings, because the independent performance of the various services included in the subject of the contract would hinder the proper execution of the contract from the technical point of view. Likewise, there is a necessary coordination in the execution of the various services of the contract and that, in the case of its division into lots, would lead to the impossibility of its execution or, at the very least, would collide with the principles of efficient, transparent and integral performance.

Clause 2.- EXECUTION PERIOD.

The execution period of the contract will be 2 years with the possibility of approving an extension for a further 1 year.

Clause 3.- PLACE OF EXECUTION.

The service covered by the contract shall be provided at the Consulate General of Spain in Lagos, located in Victoria Island, at 21C Kofo Abayomi Street, with the following buildings:

- Main building: located in the central part of the plot with three floors.
- Security hut.
- Housing for the Consul General.
- Service pavilion.
- Shed for the diesel tanks.
- Security team housing
- Water tanks
- Electric generators.

Clause 4.- NATURE OF THE CONTRACT AND APPLICABLE LEGAL REGIME.

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 PPTP, as well as by the document in which the contract is formalized. For all matters not expressly regulated in the contract and in the specifications, the provisions of the First Additional Provision of Law 9/2017, of 8 November, on Public Sector Contracts, by which the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (hereinafter LCSP) are transposed into Spanish law, shall apply. All this 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.

List of the documents that will make up the contract, listed in order of priority:

1. The PCAP.
2. The PPTP.
3. The letter of invitation to participate in the procedure.
4. The formalization document.
5. The tender of the successful tenderer.

Clause 5.- ECONOMIC-BUDGETARY REGIME OF THE CONTRACT.

Base budget for the tender: The amount of the base tender budget (VAT included and without extensions), which determines the exclusion of any bid for a higher amount, amounts to 86,400,000.00 Naira (NGN) 86,400.00 United States Dollars (USD), 86,400.00 Euros (EUR) at the exchange rate 1 USD= 1,000 NGN; 1USD=1EUR.

V.A.T. or similar tax applicable: The Representation is exempt.

Estimated value of the contract: The estimated value of the contract (excluding VAT and including extensions) is 129,600,000 Naira (NGN) 129,600.00 USD, 129,600.00 Euros (EUR), at the exchange rate 1 USD = 1,000 NGN; 1USD=1EUR.

Budget application: 12.01.13.142A.218, the planned annual breakdown being as follows:

2024	14,400,000.00 Naira
2025	43,200,000.00 Naira
2026	26,800,000.00 Naira
Total	86,400,000.00 Naira

These annual payments may be subject to adjustment depending on the definitive date of commencement of performance of the contract.

Cost structure of the base tender budget (article 100.2 LCSP):

(CD) Material costs (1)	23,040,000.00
(CS) Salary costs (2)	34,560,000.00
(CSE) Indirect costs (3)	15,005,042.02
(PEM) Material Execution Budget (CD+CS+CSD)	
	72,605,042.02
(GG) General Expenses 13% s/PEM	9,438,655.46
(BI) Industrial profit 6% s/PEM	4,356,302.52
(GGE) Total general overheads (GG + BI)	13,794,957.98
Taxable Base (PEM+GGE)	86,400,000.00
VAT exempt (0%) on taxable base -----	
(PBL) Base Bidding Budget (GGE + VAT)	86,400.000,00

(1) Material costs (telephones, uniforms, vehicles, consumables and materials required for maintenance tasks).

(2) Salary costs (salaries and social security).

(3) Indirect costs (depreciation, taxes, licenses, administrative structure costs).

CHAPTER II - TENDERING

Clause 6.- REQUIREMENTS OF TENDERS.

Natural and legal persons, either individually or in a group or temporary union, with full capacity to act, who have an organization with sufficient personnel and material elements to technically and legally carry out the service that is the object of the contract, respecting and complying with the regulations in force and accepting the scope of all the contractual documents, may submit bids for the award of the contract, following an invitation from the Administration. Admission to the tender will require that bidders have the economic and financial capacity, as well as the technical or professional capacity necessary for the execution of the contract, with the administration reserving the right to examine this capacity.

Entrepreneurs must also have the business or professional authorization that, where applicable, is required for the performance of the activity or service that constitutes the object of the contract.

Clause 7.- FORM OF ACCREDITING THE REQUIREMENTS OF THE TENDERS: CAPACITY AND SOLVENCY.

A) The capacity to act shall be accredited as follows:

1) Foreign companies, of non-Spanish nationality or of countries that are members of the EU or signatories of the Agreement on the European Economic Area, must accredit before the corresponding Diplomatic Mission or Spanish Consular Office of the place of execution of the contract that they are registered in the local professional, commercial or similar register or, failing this, that they habitually act in the local traffic of the activities to which the object of the contract extends. Once these circumstances have been accredited, the corresponding report will be issued by the Representation, which will be included in the contracting file.

2) Companies of Spanish nationality or of a member country of the EU or signatories of the Agreement on the European Economic Area, shall accredit their capacity to act by means of the following documents:

- Companies of Spanish nationality will accredit their capacity to act by means of the presentation of a certified copy of the deed or document of incorporation, articles of association or founding act in which the rules governing their activity are stated, duly registered in the corresponding public register.

- Non-Spanish companies that are nationals of EU Member States or signatories of the Agreement on the European Economic Area will accredit their capacity to act by means of the corresponding certificate of registration in the appropriate Register in accordance with the legislation of the State in which they are established, or by presenting a sworn statement or a certificate, in the terms established by regulation, in accordance with the applicable Community provisions.

- The bidding companies will present a declaration that they are not included in any of the causes of incapacity to contract with the Administration established in Article 71 of the LCSP (according to the model in Annex 2) and that they are up to date in the fulfilment of their tax and Social Security obligations, where applicable.

3) Documentation accrediting representation:

- Copy of the identity document of the signatory of the proposal.

- Sufficient power of attorney of the signatory of the proposal or equivalent document, duly registered in the corresponding register.

B) The justification of economic and financial solvency, as well as technical or professional solvency, will be carried out by means of the presentation of the following documentation:

1. Economic and financial solvency:

A civil liability insurance policy for a minimum amount equal to or greater than 43,200,000 Naira (NGN) in force on the closing date for submission of bids shall be provided, which shall be accredited by means of a certificate issued by the insurer, stating the amounts and risks insured and the expiry date of the insurance.

2. Technical or professional solvency:

A list of works or services of the same or similar nature carried out in the last five years must be provided, the total amount of which must be equal to or greater than 50% of the base bidding budget (43,200,000 Naira (NGN) and indicating the amount, date and recipient, public or private of the same. It must be accompanied by certificates of good execution issued by at least 1 client.

The bidders, in addition to accrediting their solvency, must undertake to dedicate or assign sufficient personal or material resources to the execution of the contract, a commitment that will be integrated into the contract, and may be attributed the nature of essential obligations for the purposes set out in Article 221 of the LCSP, or establish penalties, in accordance with those indicated in Article 192.2 of the LCSP, in the event that they are breached by the successful bidder. For these, they must complete and present "Annex VI commitment to assign personal and material resources".

The minimum obligatory personal resources are:

- 1 Technical manager of the contract with a degree in Technical Engineering or similar. He/she will be the general manager, responsible for liaising with the Representation and supervising the maintenance work. He/she must have at least 5 years' experience in maintenance contract management.

- 1 Maintenance operator, with at least 5 years' experience in air conditioning/electricity/plumbing/masonry maintenance.

- 1 Technician responsible for night emergencies and during weekends and public holidays with at least 5 years' experience in maintenance of air conditioning/electricity/plumbing/masonry installations.

C) Other documentation:

1) Companies that do not have Spanish nationality and that opt to submit to the Spanish Courts must present the declaration of submission to the Spanish Courts (Annex 3).

2) Confidentiality undertaking: All the documentation and information provided to the bidder is confidential, and the bidder has a duty of confidentiality regarding the documentation and information received for the tendering of this contract. It must expressly state its commitment to respect this duty by completing and providing Annex 4 of this PCAP.

3) Temporary Joint Venture (UTE): In the case of bidding in a Temporary Joint Venture, the corresponding incorporation commitment must be provided, duly signed by the representatives of each of the companies that intend to form a Joint Venture (Appendix 5).

4) Declaration of related companies. This must conform to the model in Annex 7. This refers to related companies or companies belonging to the same group, understanding as such those that are in any of the cases of Article 42 of the Code of Commerce.

Tenderers will initially replace the provision of the documentation accrediting their capacity and solvency mentioned in this clause in sections A) and B) above with a declaration of responsibility (according to the model in Annex 2, attached to these specifications), indicating that they fulfil the conditions legally established for contracting with the Administration. In those cases in which several companies participate in a joint venture, a declaration of responsibility must be provided by each of the participating companies.

The contracting body may at any time ask tenderers for all or part of the documents justifying capacity and solvency substituted by the presentation of the aforementioned declaration of responsibility.

In any case, the tenderer who is proposed as the successful bidder must accredit, prior to the award of the contract, the possession and validity of the documentation accrediting its capacity and solvency.

The circumstances relating to capacity and solvency, as well as the absence of prohibitions to contract must be present on the date of submission of bids and subsist at the time of perfection of the contract.

If it is not accredited that the tenderer meets the requirements of capacity and solvency, its proposal will be excluded from the tender process. All the documents required in this clause, unless they are written in English, must be accompanied by a translation into Spanish, where appropriate, and must be originals, certified true copies or certified photocopies.

Clause 8.- DEADLINE, PLACE AND FORM OF SUBMISSION OF PROPOSALS.

The Consulate General of Spain in Lagos shall invite tenders from at least three companies with sufficient capacity and solvency to carry out the object of the contract.

The invitation to tender shall also be published on the website of the Consulate General.

Tenderers' proposals must comply with the specifications and documentation governing the tender, and their submission implies unconditional acceptance by the company of the contents of all the clauses of this PCAP.

Variants, improvements or alternatives to the object of the contract are not authorized. Each tenderer may not submit more than one proposal.

The contracting authority may not disclose information provided by the tenderers that they have designated as confidential when submitting their tender.

Deadline for submission of bids: The deadline for submission of bids will be 15 working days from the day following the day after the invitation to tender and publication on the website, which will be made on the same day.

Place of submission of tenders: Tenders shall be submitted by hand or by post to the Registry of the Consulate General in Lagos. .

Address: 21C Kofo Abayomi Street, Victoria Island, Lagos.

Opening hours: Monday to Friday, 09:00 hours to 14:00 hours.

In the event that the submission is made by post, the Representation must be informed by e-mail of its transmission within the deadline set for the submission of tenders. E-mail address: cog.lagos@maec.es

Once the deadline for submission has expired, the Registry will issue a certificate on the proposals received, as well as those received late.

Form of presentation of bids: The proposal shall consist of three separate and independent envelopes, duly sealed and signed by the bidder or the person legally representing him, with the following requirements:

- On the outside of each envelope, the tables whose models are included in Annex 1 to these Specifications shall be included, in a clearly visible manner and without it being necessary to open them in order to read them.

- Contents of the envelopes:

- Envelope no. 1: "Administrative Documentation". This will contain the documentation accrediting compliance with the requirements prior to the tender (capacity and solvency) exclusively:

1.-Annex 2 of the PCAP (Responsible Declaration).

2.-Annex 3 of the PCAP (in the case of companies of non-Spanish nationality that opt to submit to the Spanish Courts).

3.-Annex 4 of the PCAP (Confidentiality undertaking).

4.-Annex 5 of the PCAP (in the case of tendering as a Joint Venture).

5.- Annex 6 of the PCAP (Model of commitment to assign personal resources).

6.- Appendix 7 of the PCAP (Model of Declaration of related companies).

In the event that it is necessary to correct the documentation presented in Envelope 1, the bidders will be given a period of no more than three working days to make the appropriate corrections.

- Envelope no. 2: "Proposal of criteria subject to value judgement". This will contain the proposal of the aspects that may be assessed by means of a value judgement. For this purpose, it will include Annex 8 of the PCAP and the documentation provided for in this annex.

Once the contents of Envelope 2 have been assessed, as indicated in Clause 9.1 of these Specifications, Envelope 3 will be opened.

- Envelope n° 3: "Automatic evaluation criteria proposal". It will contain the economic proposal, in accordance with Annex 9 of these specifications, and must:

- Expressed in Naira (NGN)
- Contain a total budget (which in no case may be higher than the base bidding budget established in these specifications).
- Be signed by the employer and include the company/employer's stamp, if available.

Clause 9.- AWARD CRITERIA

The contracting body will award the contract on the basis of the best bid submitted in accordance with the following award criteria:

- o Qualitative criteria (up to a maximum of 15 points).
- o Economic criteria (up to a maximum of 85 points).

EVALUATION OF THE AWARD CRITERIA. TOTAL: 100 POINTS.

9.1.-CRITERIA WHOSE QUANTIFICATION DEPENDS ON A VALUE JUDGMENT (according to the model in Annex 8):

Technical offer: up to a maximum of 15 points.

For its assessment, a brief technical report must be submitted covering the following two blocks:

(a) Technical characteristics and organization of the work: up to 5 points, with the following breakdown:

-Technical description of the service and planning of the work. The technical quality of the project presented for the execution of the work foreseen in the Technical Specifications will be assessed.

(b) Staff and technical resources proposed for providing the service: up to 10 points, broken down as follows:

-Human resources: up to 5 points. The size, qualifications and organization chart of the staff proposed for the provision of the service will be assessed, which must include the obligatory human resources required to accredit technical and professional solvency.

-Material resources: up to 5 points. The technical resources offered will be assessed, taking into account their suitability to the needs of the service and the physical characteristics of the different work areas included in the contract.

The technical report shall not exceed 20 pages (including indexes, plans, graphs, vehicle and machine specifications, etc.).

For the assessment of the qualitative criteria, the Consulate General of Spain in Lagos may request a report on the same from the technical services of the Sub-Directorate General for Patrimonial Affairs of the Ministry of Foreign Affairs, European Union and Cooperation.

9.2.- CRITERIA EVALUABLE BY THE USE OF FORMULAS (according to the model in Annex 9):

1. Economic offer: up to a maximum of 75 points.

The highest score (75 points) will be awarded to the company that presents the lowest economic offer, the score being assigned in inverse proportion to the rest of the proposals by applying the following formula:

Formula: $P = 75 \times O_i / O_o$. Where:

P: Score obtained

O_i: Budget of the most economical bid

O_o: Budget of the tender to be evaluated.

2. Annual bag of hours and interventions at no cost for work outside the established timetable: up to a maximum of 10 points.

Up to a maximum of 10 points will be awarded for the provision of one bag of hours and interventions per year, at no additional cost, outside the established timetable.

Number of hours: The highest score (10 points) will be awarded to the company that offers the greatest number of hours per year at no additional cost outside the established timetable, with the score being assigned proportionally to the rest of the proposals. Those proposals that do not offer a bag of hours per year without additional cost outside the established timetable will obtain a score of 0 points in this section.

Formula: $P = 10 \times O_i / O_o$. Where:

P: Score obtained

O_i: Number of additional hours of the most advantageous bid.

O_o: Number of additional hours of the tender being evaluated.

9.3.- ASPECTS SUBJECT TO NEGOTIATION.

Once the bidders have accredited compliance with the requirements prior to the tender, and once the formalities relating to Envelope 2 have been completed, i.e., obtaining the evaluation report on the criteria subject to value judgement, the Representation shall proceed to open Envelope 3, which shall contain the bid on the criteria that can be assessed automatically.

Once the bids have been opened and are known, a single round of negotiations will be held with the bidders, which will begin with a 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 among the bidders. In particular, information that may give an advantage to any tenderer over the others shall not be provided in a discriminatory manner, and industrial secrecy and intellectual property rights shall be protected, so that the offer proposed by a participating company is not disclosed to the other tendering companies.

The aspects subject to negotiation are as follows:

- Financial offer.

Failure to comply with the aspects subject to negotiation during the performance of the contract may be considered cause for termination of the contract.

9.4.- ABNORMALLY LOW BIDS.

The disproportionate or abnormal nature of the bids, in accordance with the provisions of Article 149 of the LCSP, will be assessed in accordance with the parameters provided in Article 85 of Royal Decree 1098/2001, of 12 October, which approves the General Regulations of the Public Administration Contracts Law, and which are indicated below.

In principle, bids that are in the following cases shall be considered disproportionate or unreasonable:

1. When, with only one bidder, it is lower than the base bidding budget by more than 25 percentage units.
2. When two tenderers compete, the one that is more than 20 percentage units lower than the other tender.
3. Where there are three or more tenderers, tenders which are more than 10 percentage units below the arithmetic mean of the tenders submitted. However, the tender with the highest amount shall be excluded from the calculation of this average. In any case, a drop of more than 25 percentage points in relation to the base tender budget shall be considered disproportionate.

In the event that the contracting body appreciates that any proposal contains an abnormally low bid in the above terms, the procedure provided for in Article 149 of the LCSP will be followed.

Clause 10.- AWARD.

Once the negotiation process has been completed, the Representation will classify, in descending order according to the score, the bids that have not been excluded from the award procedure and that have not been declared disproportionate or abnormal. It shall inform the companies that have been excluded from the tendering procedure of this circumstance.

In the event that two or more bids are equal, the decision will be settled by drawing lots.

Prior to awarding the contract, the Representation will request the company that has obtained the highest score, and therefore has submitted the best offer, to present the documents accrediting its capacity to act and solvency required in clause 7.

Clause 11.- GUARANTEE.

In accordance with the customs of the local market, it is not required to constitute the definitive guarantee, as permitted by section f) of the First Additional Provision of Law 9/2017, of 8 November, on Public Sector Contracts, when it states that "the successful bidder may be required to provide guarantees similar to those provided for in this Law to ensure the execution of the contract, provided that this is possible and appropriate to the conditions of the State in which the contracting is carried out."

In any case, the contractor will be responsible for the correct execution of the contract in the terms foreseen in this PCAP and in the PPTP until three months after the end of the contract, except for repairs that would have involved the replacement of parts, which would be for one year (Section 13 of the PPTP).

Clause 12.- CIVIL LIABILITY POLICY.

Before the formalization of the contract, the successful bidder must provide a civil liability insurance policy or equivalent insurance, in accordance with local custom or usage, for a minimum amount equal to 37,500,000 Naira (NGN) to cover the obligation to compensate for damages caused to third parties and the facilities of the Consulate General of Spain in Lagos as a result of the execution of this contract. The policy must be renewed to cover all damages during the entire period of execution of the service.

Clause 13.- FORMALISATION.

The execution of the contract may not begin without its prior formalization with the signature by both parties of the corresponding service contract.

Clause 14.- DECISION NOT TO AWARD OR CONCLUDE THE CONTRACT AND WITHDRAWAL OF THE ADMINISTRATION'S AWARD PROCEDURE.

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

Withdrawal does not prevent the immediate launch of a new tender procedure.

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

CHAPTER III - EXECUTION OF THE CONTRACT

Clause 15.- EXECUTION.

The contract shall be executed in accordance with the provisions of its clauses, these specifications, the PPTP and other contractual documents, and under the direction, inspection and control of the person in charge of the contract designated by the Administration, who may issue the appropriate instructions to ensure or re-establish good order in the execution of the contract.

The company awarded the service, within the first 15 days (PPTP) of signing the contract, must provide the Consulate General of Spain in Lagos:

- The definitive list of technicians and operators, professional qualifications, curriculum vitae, proof of their employment status, weekly visiting days and schedules for the properties covered by the contract.
- The action procedure for emergency cases, according to the conditions established in section 7 of the PPTP, as well as a list of the mobile phone numbers of the driving and maintenance operators and the technical managers.
- A monthly action plan for each installation adapted to the specific characteristics of the building, covering the entire contracted period.

The service will be provided regularly from Monday to Friday from 07:30h to 15:00h or until the end of the work carried out by the company or outside professionals.

In the event of an emergency, the service will also be provided 24 hours a day, including weekends and public holidays, to cover the eventuality of a breakdown that needs to be repaired urgently. In this case, the response time shall be less than three hours from the time of notification. .

Clause 16.- PERSON RESPONSIBLE FOR THE CONTRACT DESIGNATED BY THE ADMINISTRATION.

The person responsible for the contract, who shall be responsible for supervising its execution, adopting the necessary decisions and issuing the necessary instructions in order to ensure the correct performance of the agreed service, shall be the Consul General and the Chancellor of the Spanish Consulate General in Lagos.

The person in charge of the contract shall be assisted by the technical services of the Subdirector General for Patrimonial Affairs in adopting the technical decisions and issuing the necessary instructions in order to ensure the correct performance of the agreed service.

Clause 17.- PRINCIPLE OF RISK AND EXPENSE.

The contract is executed at the risk and peril of the Contractor. It shall be the Contractor's responsibility to compensate all damages caused both to the contracting Administration and to third parties as a consequence of the actions required for the execution of the contract, except when such damages have been caused as an immediate and direct 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 execution of the contract that may arise.

Clause 18.- PERSONNEL OF THE CONTRACTOR AND TECHNICAL RESPONSIBILITY FOR THE CONTRACT.

The Contractor shall have the personnel necessary for the execution of the contract. Said personnel will depend exclusively on the successful tenderer, who will have all the rights and duties inherent to his condition of employer with respect to the same, being obliged to comply with the obligations in force, especially in socio-labor, tax and social security matters, in the place of execution of the contract.

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

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

Likewise, the Contractor shall designate a person in charge of the contract, integrated in its own staff, whose duties shall include the following:

- a) Act as the Contractor's interlocutor with the contracting Administration, channeling communication between the contractor company and the personnel making up the work team assigned to the contract, on the one hand, and the Administration, on the other hand, in all matters relating to the execution of the contract.
- b) To distribute the work among the personnel responsible for the execution of the contract, and to give these workers the necessary orders and work instructions in relation to the provision of the contracted service.
- c) To supervise the correct performance by the personnel of the work team of the functions entrusted to them, as well as to control the attendance of said personnel at the work post.
- d) To organize the holiday regime of the personnel assigned to the execution of the contract, and for this purpose the Contractor must coordinate adequately with the Contracting Administration, so as not to alter the smooth running of the execution of the service contract.

- e) To inform the Contracting Authority of any variations, whether occasional or permanent, in the composition of the work team assigned to the execution of the contract.
- f) To ensure compliance with local regulations regarding health and safety obligations in the workplace.
- g) To ensure compliance with the wage conditions of the workers in accordance with the applicable sectorial Collective Bargaining Agreement, if any.

Clause 19.- COSTS AND TAXES TO BE PAID BY THE CONTRACTOR.

The Contractor shall be responsible for all expenses arising from the contract, including those of a fiscal or tax nature, whether they are taxes, rates or special contributions, and whatever the nature and territorial scope of the tax in question, with the exception of VAT or similar tax. Specifically, the Contractor shall be responsible for the expenses thus established in the PPTP. Likewise, the Contractor shall be responsible for obtaining all permits, authorizations and licenses required to carry out the contracted service.

Clause 20.- WORK PROGRAMME, REPORTS AND DOCUMENTATION TO BE PROVIDED BY THE CONTRACTOR.

The Contractor shall provide the Administration with the documentation required in Clauses 17, 18 and 19 of the PPTP within the deadlines stipulated for this purpose.

For the purposes of calculating the deadlines, said documentation must be submitted to the Representation's Registry.

CLAUSE 21.- DATA PROTECTION REGIME, CONFIDENTIALITY OF INFORMATION AND DATA PROCESSING, OBLIGATIONS OF THE PARTIES.

21.1. OBLIGATIONS OF THE CONTRACTOR

The contractor shall be responsible for the quality of the services and supplies provided, as well as for the consequences for the Consulate General of Spain in Lagos or for third parties arising from omissions, errors, inadequate methods or incorrect conclusions in the execution of the contract.

The contractor shall be obliged to maintain confidentiality regarding the content of the awarded contract, as well as any data or background information that, not being public or notorious, is related to the object of the contract, of which it becomes aware on the occasion of the same. This obligation of confidentiality shall be maintained for a period of five years after the information has come to his knowledge.

The contractor is obliged to comply in all cases with national and European Union regulations on data protection.

The personnel performing the service have the duty and obligation to maintain the secrecy and confidentiality of all information to which they may have direct or indirect knowledge, including but not limited to plans, drawings, designs, specifications, communications, computer software and Programme documentation, records, data, graphics, notes, models, samples, technical and commercial information of any kind, whether transmitted verbally, in writing or by magnetic media or any other telematic means, knowledge and experience directly linked to the result and execution of the contracted services, as well as personal data.

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

Non-compliance with these obligations is of an essential nature in accordance with the provisions of art. 122 of the LCSP, so that non-compliance will give rise to the termination of the contract.

21.2. OBLIGATIONS OF THE ADMINISTRATION

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

collected through the tender proposals and contained in the attached documentation shall be used for the management and control of this contracting file, as well as, where applicable, to comply with the regulatory obligations imposed during the term of the contract.

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

To exercise the rights of access, rectification, cancellation and opposition provided for in current legislation, you may contact the data controller, who will be designated by the Ministry of Foreign Affairs, European Union and Cooperation, at the address: Plaza de la Provincia, 1, 28012, Madrid, Spain, and with the e-mail address dpd@maec.es.

The Contractor undertakes to respect the confidential nature of all information to which it will have access during the performance of the contract. This duty of confidentiality shall extend for a period of five years from the start of access to the information.

Clause 22.- COMPENSATION FOR DAMAGES AND DAMAGES

The system of compensation for damages will be that established in Article 196 LCSP, according to which the contractor will be responsible for all direct and indirect damages caused to third parties as a consequence of the operations required by the execution of the contract. If the damages caused were the immediate and direct consequence of an order given by the Administration, the latter will be liable within the limits indicated in the laws.

In the event of non-compliance by the contractor with the obligation to compensate for damages caused to third parties as a consequence of the incorrect execution of the services that are the object of the contract, the Administration will proceed to impose the penalties determined in clause 24 of these specifications.

Clause 23. PAYMENT SCHEME

The administration is obliged to pay for services when effectively rendered, according to the agreed price.

The invoices issued for the services rendered must be submitted to the Mission's registry, to record the date of entry into the administrative offices, for the purpose of calculating the payment period.

In order to pay the invoices, a monthly report shall be presented by the Contractor as established in Clause 10 of the technical Specifications. All payments must include a certificate of acceptance of the services performed produced by the Embassy of Spain in Washington DC.

Payment for the service shall be settled in periodic payments, monthly in arrears, by cheque or bank transfer, based on the invoice presented by the Contractor and prepared by the unit responsible for monitoring the performance of the Contract.

Clause 24.- REVISION OF PRICES.

The prices resulting from the award will not be subject to revision for any reason during the period of execution of the contract, including extensions.

Clause 25.- EVALUATION OF THE EXECUTION OF THE CONTRACT AND ADMINISTRATIVE PENALTIES.

The purpose of the evaluation will be to measure the execution of the contract, assessing whether or not the criteria established in the Technical Specifications and in the bid submitted by the company awarded the contract are fulfilled. In order to carry out and monitor this evaluation, the persons responsible will

The contracting authority, on behalf of the Consulate General of Spain in Lagos, will draw up a report to this effect when deemed necessary.

The Contracting Body, at the proposal of those responsible for the execution of the contract, may choose to terminate the contract or impose penalties in the manner and conditions established in Article 192 of the LCSP, for faults committed by the contractor, for causes attributable to the contractor, for non-compliance or defective compliance with the provisions established in the specifications or in applicable provisions in force.

In accordance with the provisions of Article 192 of the LCSP, penalties may be imposed in the following cases:

a) In the event of absence during the entire working day by any of the members of the work team, a penalty of NGN 200,000 shall be imposed for each 8-hour day in which the employee is not present at his or her workstation.

(b) In the event of late arrival at the start of the working day, without a sufficiently justified reason, a penalty of NGN 25,000 shall be imposed for each hour not covered.

(c) In case of abandonment of the work place, without a sufficiently justified reason, and without immediate notification of the fact, a penalty of NGN 100,000 shall be imposed.

(d) Failure to intervene immediately after becoming aware of a situation requiring urgent action, which may compromise the proper functioning of the facilities, shall result in a penalty of NGN 100,000.

e) In the case of new incorporations, if the contractor does not present the accrediting documentation of the worker within a maximum period of 3 working days, a penalty of NGN 50,000 will be imposed and the immediate expulsion of the worker will take place.

f) The aim shall be to ensure the stability of the contracted personnel, with a penalty of NGN 50,000 for excessive personnel turnover due to causes attributable to the company, when this turnover means that the assigned worker does not complete a minimum of one third of the duration of the contract.

g) Failure to comply with the 48-hour deadline for the replacement of staff absent due to medical leave or other reasons, or failure to provide documentary justification for any absence, shall lead to a penalty of NGN 100,000.

h) Failure by the successful tenderer to plan the replacement by a person with equivalent qualifications and to provide the documentation of the new employee at least three working days in advance, in the event of holidays and personal matters of the staff, shall be penalised with NGN 50,000.

In any case, the amounts of each of the penalties may not exceed 10% of the contract price, VAT excluded, nor may the total of these exceed 50% of the contract price, as set out in Article 192 of the LCSP.

The amount of the penalties will be paid by deducting it from the payment documents to the contractor.

Clause 26.- MODIFICATION.

The contract may be modified whenever circumstances make it advisable and must be agreed between the parties.

In the procedure that is processed, the contractor will be given a hearing and the modification will be formalized in writing between the contractor and the Administration, following a report from the Legal Service.

When, as a consequence of the modifications to the contract, there is an increase, reduction or suppression of the units of goods that make up the object of the contract, these will be valued according to the prices included in the bid submitted for the tender by the contractor.

When the modifications involve the introduction of units not included in the bid or whose characteristics differ substantially, the prices applicable to them will be set by the Administration, after hearing the Contractor for a minimum period of three working days. If the latter does not

If the contractor does not accept the prices fixed, the contracting authority may contract the new units with another contractor for the same prices as those fixed by the contracting authority or execute them directly.

In the event that the modification entails the elimination or reduction of units of goods that make up the object of the contract, the Contractor shall not be entitled to claim any compensation whatsoever.

Clause 27.- SUCCESSION OF THE CONTRACTOR.

In cases of merger, spin-off or transfer of companies, the company that is subrogated in the rights and obligations will continue the contract in force as long as it meets the conditions of capacity and solvency required for the award.

Clause 28.- ASSIGNMENT.

By virtue of the provisions of Article 214.1 of the LCSP, the rights and obligations arising from the contract may not be assigned by the contractor to a third party.

Clause 29.- SUBCONTRACTING.

In the event of subcontracting any of the services covered by the contract, this may not exceed 40% of the contract price, and the contracting body must be notified in advance and in writing, indicating the part of the service to be subcontracted and the identity of the subcontractor, sufficiently justifying the subcontractor's aptitude to execute it by reference to the technical and human elements at its disposal and its experience. Subcontracting shall require the prior express written authorization of the administration.

Subcontractors shall be bound only to the main contractor, who shall therefore assume full responsibility for the execution of the contract vis-à-vis the administration.

The subcontractor and subcontracted personnel shall be required to comply with the duty of confidentiality in the terms set out in clause 21.1 of this Folder.

The contracting Administration may verify strict compliance with the payments that the contractor makes, if applicable, to all subcontractors or suppliers participating in the contract.

Clause 30.- SUSPENSION OF THE CONTRACT.

The contracting body may agree, for reasons of public interest, to suspend the execution of the contract. Likewise, the suspension of the contractor's performance of the contract may proceed if the circumstance indicated in Article 198.5 of the LCSP occurs.

. The effects of the suspension of the contract will be governed by the provisions of Article 208 LCSP.

Clause 31.- RESOLUTION OF DISPUTES.

The litigious questions that arise in the execution of the contract will be resolved by mutual agreement between the parties and, failing this, will be subject to the jurisdiction of the Spanish Courts, in the case of Spanish companies.

In all other cases, these matters shall be submitted to the jurisdiction of the Spanish Courts if the Contractor so accepts, in accordance with Annex 3 of these specifications.

If the Contractor does not so accept, 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 finally settled by arbitration, which shall be binding on both parties, and which shall take place in accordance with the Arbitration rules in force at the time. Judgment on any award rendered by the arbitrators may be entered in any state or federal court having jurisdiction thereof. Both parties represent that this agreement to arbitrate is irrevocable. The seat of the arbitration shall be the District of Columbia, United States.

CHAPTER IV - TERMINATION OF THE CONTRACT

Clause 32.- TERMINATION OF THE CONTRACT FOR COMPLIANCE.

The contract will be understood to have been fulfilled by the contractor when the latter has carried out the entirety of the service that is the object of the contract, in accordance with that established in its clauses, in these specifications, in the PPTP and in the other contractual documents to the satisfaction of the Administration. Within thirty days from the date of completion of the service, the corresponding settlement of the contract must be agreed and notified to the contractor, and the resulting balance, if any, must be paid.

If, during the guarantee period, defects or faults in the work carried out are accredited, the contracting body will be authorized to demand that the contractor remedy them.

Once the guarantee period has elapsed without objections from the administration, the contractor's liability shall be extinguished and the definitive guarantee shall be cancelled.

Clause 33.- TERMINATION OF THE CONTRACT.

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

- 1.- The death or supervening incapacity of the individual Contractor.
- 2.- The extinction of the legal personality, except in the cases indicated in clause 27 of this PCAP.
- 3.- The declaration of bankruptcy or insolvency of the contractor.
- 4.- The supervening loss of the requirements to contract with the Administration.
- 5.- Non-compliance with the main obligation of the contract and, especially, defective execution not corrected at the express request of the Administration, this being understood as the imposition of at least five non-conformities and the interruption or abandonment of the provision of the service without justified cause or authorization.
- 6.- Non-compliance during the execution of the contract of the aspects that are the object of negotiation.
- 7.- Failure to comply with the obligations regarding non-assignment or subcontracting.
- 8.- Failure to comply with the obligation to maintain confidentiality.
- 9.- Obstruction of the Administration's powers of direction and inspection, and in particular, the contractor's manifest refusal to observe the instructions of the person in charge appointed by the Administration, its repeated lack of collaboration in the performance of the supervisory functions of the person in charge or the non-delivery or incomplete delivery of the reports or documentation required by the latter for the effective control of the execution of the contract.
- 10.- Withdrawal by the Administration.
- 11.- Mutual agreement between the administration and the contractor.

CHAPTER V - APPEALS

Clause 34.- APPEALS

34.1.- SPECIAL APPEAL IN CONTRACTING MATTERS.

In accordance with the provisions of Article 44 and following of the LCSP, the following types of contracts will be subject to special appeal in contracting matters prior to the lodging of the contentious-administrative appeal:

- a) Works contracts whose estimated value is greater than three million euros, and supply and services contracts, which have an estimated value greater than one hundred thousand euros.

- b) Framework agreements and dynamic purchasing systems whose purpose is to conclude any of the contracts listed in the previous point, as well as contracts based on any of them.
- c) Works or service concessions whose estimated value exceeds three million euros.

The following acts may be subject to appeal:

- a) Invitation to tender, tender documents and contractual documents that establish the conditions that must govern the procurement.
- b) The procedural acts adopted in the award procedure, provided that these directly or indirectly decide on the award, determine the impossibility of continuing the procedure or cause lack of defense or irreparable harm to legitimate rights or interests. In any case, the aforementioned circumstances shall be deemed to be present in the acts of the Contracting Committee or the Contracting Body that decide on the admission or rejection of candidates or bidders, or the admission or exclusion of bids, including bids that are excluded due to being abnormally low as a result of the application of article 149.
- c) Award decisions.
- d) Modifications based on non-compliance with the provisions of Articles 204 and 205 of the LCSP, because it is understood that the modification should have been the object of a new award.
- e) The formalization of orders to own resources in cases where these do not meet the legal requirements.
- f) The agreements for the redemption of concessions.

Any procedural defects affecting acts other than those mentioned above may be brought to the attention of the representative of the contracting authority by the persons concerned for correction, in accordance with the law, and without prejudice to the possibility that the irregularities affecting them may be invoked by the persons concerned when appealing against the award decision.

The appeal may be lodged by natural and legal persons whose rights or legitimate interests have been or may be adversely affected by the decisions under appeal and, in any event, by the tenderers.

The Central Administrative Court of Contract Appeals shall be competent to decide on this appeal.

The initiation of the procedure and the deadline for lodging this special appeal will be substantiated in the terms provided in Article 50 of the LCSP.

The presentation of the notice of appeal may be made at the General Registry of the Spanish Consulate General in Lagos or at the Registry of the Central Administrative Tribunal for Contractual Appeals.

If the act appealed against is the award, the processing of the contracting file will be suspended until the special appeal is expressly resolved.

34.2.- CONTENTIOUS-ADMINISTRATIVE APPEAL

In accordance with the provisions of articles 11.1.a) and 46.1, respectively, of Law 29/1998, of 13 July, regulating the contentious administrative jurisdiction, a contentious administrative appeal may be lodged before the Contentious Administrative Chamber of the Audiencia Nacional within a period of two months. The periods for lodging the corresponding appeals will be counted from the day following that of the communication of the acts subject to appeal.

ANNEX 1

TABLES TO BE PLACED ON THE OUTSIDE OF ENVELOPES

ENVELOPE Nº 1

ADMINISTRATIVE DOCUMENTATION

(Documentation accrediting compliance with the prerequisites)

EXPEDITE Nº: SER-24/002

OBJECT OF THE CONTRACT:

.....

NAME OF THE EMPLOYER OR COMPANY NAME:

TAX IDENTIFICATION NUMBER OR SIMILAR:

POSTAL ADDRESS:

TELEPHONE NUMBER:

E-MAIL:

NAME OF REPRESENTATIVE:

IDENTIFICATION NO. (TAX IDENTIFICATION NUMBER OR SIMILAR):

POSTAL ADDRESS.

TELEPHONE:

E-MAIL:

CAPACITY IN WHICH HE/SHE ACTS:

PLACE, DATE, SIGNATURE: STAMP:

(if possessed)

ENVELOPE Nº 2

PROPOSAL OF CRITERIA SUBJECT TO VALUE JUDGEMENT

EXPTE Nº: SER-24/002

OBJECT OF THE CONTRACT:

.....

NAME OF THE EMPLOYER OR COMPANY NAME:

TAX IDENTIFICATION NUMBER OR SIMILAR:

POSTAL ADDRESS:

TELEPHONE NUMBER:

E-MAIL:

NAME OF REPRESENTATIVE:.....

IDENTIFICATION NO. (VAT NUMBER OR SIMILAR):

POSTAL ADDRESS:

TELEPHONE:

E-MAIL:

CAPACITY IN WHICH HE/SHE IS ACTING:

PLACE, DATE, SIGNATURE: STAMP:

(if possessed)

ENVELOPE N° 3

DOCUMENTATION ON CRITERIA THAT CAN BE ASSESSED BY MATHEMATICAL FORMULA

EXPEDITE N°: SER-24/002

OBJECT OF THE CONTRACT:

.....

NAME OF THE EMPLOYER OR COMPANY NAME:

.....

TAX IDENTIFICATION NUMBER OR SIMILAR:

POSTAL ADDRESS:

TELEPHONE NUMBER:

E-MAIL:

NAME OF REPRESENTATIVE:.....

IDENTIFICATION NUMBER (TAX IDENTIFICATION NUMBER OR SIMILAR):

POSTAL ADDRESS:

TELEPHONE:

E-MAIL:

CAPACITY IN WHICH HE/SHE IS ACTING:

PLACE, DATE, and SIGNATURE: STAMP:

(if possessed)

ANNEX 2

RESPONSIBLE DECLARATION

Mr./Ms with Tax ID, acting in the name and on behalf of the company, with Tax ID of nationality and with registered offices at, telephone number, e-mail, which he/she indicates for notifications, aware of the conditions and requirements to tender for the negotiated procedure without advertising for the contracting of, with file number, in accordance with the provisions of clause 7 of the Specific Administrative Specifications governing this contracting, on the date of the end of the deadline for submission of proposals.

DECLARES that,

1- The company possesses the legal personality and capacity to act to take part in this tender,

2- Mr. / Mrs., has sufficient representation to act on behalf of the company bidding for this tender,

3- The company has the economic/financial and technical/professional solvency required to participate in this tender,

4- The company is not subject to any of the prohibitions for contracting set out in Article 71 of Law 9/2017 (LCSP) and is up to date with its tax and Social Security obligations (paragraph to be completed only in the case of Spanish companies or companies from EU countries).

The company undertakes, in the event of being awarded the contract, to accredit to the contracting body, prior to the award of the contract, the possession and validity of the required documents.

Likewise, it undertakes to provide the documentation accrediting compliance with the conditions established to be awarded the contract, at any time prior to the adoption of the award proposal, at the request of the contracting body, in order to guarantee the smooth running of the procedure.

And for the record and for the appropriate effects in the contracting file indicated above, this declaration is issued at

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

ANNEX 3

MODEL LETTER OF SUBMISSION TO THE SPANISH COURTS BY NON SPANISH COMPANIES

I, Mr./Ms., with National Identity Card (or equivalent document) no., on behalf of the company of nationality

declare my willingness to submit to the Spanish Courts to resolve any type of discrepancy that may arise during the execution of the contract.

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

ANNEX 4
MODEL CONFIDENTIALITY UNDERTAKING

Mr./Ms., with DNI (or equivalent document), acting as, in the name and on behalf of the company, with NIF of and registered address at

HEREBY DECLARES THAT,

In relation to the contract for of the Consulate General of Spain in Lagos undertakes to comply with the obligation to respect the confidential nature of all documentation and information received in connection with the TENDERING PROCEDURE for the aforementioned contract.

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

ANNEX 5

FORM OF DECLARATION OF JOINT VENTURE

Mr./Ms with ID and address at , acting in his own name and right, or on behalf of the company with NIF which he represents as , and

Mr./Ms..... with ID and address at , , acting in his own name and in his own right, or on behalf of the company with Tax ID which he represents as and

(all the entrepreneurs participating in a group will be included).

Declare responsibly

That, in the event of being awarded the contract, they are jointly and severally obliged on behalf of the companies they represent, to execute the contract as a Temporary Joint Venture in accordance with the provisions of Article 69 of the LCSP, with each of them having a share of:

Mr/Ms. with ID and address at designated as the sole representative or proxy of the consortium with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination.

Likewise, they assume the commitment to formally constitute themselves into a temporary union in the event that they are awarded the contract.

And for the record and for the appropriate effects, this declaration is issued and signed at , on of of 2024.

(Signature and stamp, if applicable, of all the members of the temporary joint venture)

ANNEX 6

MODEL OF COMMITMENT TO ASSIGN PERSONAL RESOURCES

Mr./Mrs , with National Identity Card (or equivalent document) , acting as , in the name and on behalf of the company , with Tax Identification Number of and registered address at

DECLARES THAT,

The tendering entity undertakes to provide the personnel resources required for the execution of the contract.

The persons proposed to carry out the posts indicated in clause 7.B) 2 of this PCAP are the following:

- 1 Technical manager of the contract with a degree in Technical Engineering or similar. He/she will be the general manager, responsible for liaising with the Representation and supervising the maintenance work. He/she must accredit experience in maintenance contract management of at least 5 years.

First Name:
Surname:
Job title or position in the company:

- 1 Maintenance operator, with minimum 5 years' experience in maintenance of air conditioning/electricity/plumbing/masonry installations.

First name:
Surname:
Job title or position in the company:

- 1 Technician responsible for night emergencies and during weekends and holidays with minimum 5 years' experience in maintenance of air conditioning/electricity/plumbing/plumbing/bricklaying installations.

First name:
Surname:
Job title or position in the company:

The aforementioned resources will form part of the proposal presented by this company and will be of a contractual nature. Therefore, should this company be awarded the contract, it undertakes to maintain them during the period of execution of the service that constitutes the object of this contract and to inform the contracting body of any variation that may occur with respect to them.

Date:

Signature of the tenderer:

ENVELOPE Nº 1

File no: SER-24/002

ANNEX 7

**MODEL DECLARATION ON RELATED UNDERTAKINGS FOR THE PURPOSES OF
ARTICLE 86 OF THE RGLCAP**

IDENTIFICATION DATA OF THE DOSSIER

File N°: SER-24/0062

Subject: General maintenance of the buildings and installations of the Consulate General of Spain in Lagos (Federal Republic of Nigeria).

Mr./Ms. _____
_____ with D.N.I. number _____, domiciled at
_____, street
_____, acting in his own name and right, or on behalf of the Company
_____ domiciled at
_____.
_____, with Tax ID.
_____, constituted by deed before the notary of
_____.
_____, and whose power of attorney was conferred on him to contract with the State
before the notary of _____ Mr.
_____ by deed dated _____,

DECLARES RESPONSIBLY (please tick the appropriate box)

- A. That this company does not belong to any group of companies.
- B. That this company belongs to the group of companies called _____, and that none of the other companies in the group are participating in this tender.
- C. That this company belongs to the group of companies called _____, and that the following companies of this group are participating in this tender:
 - 1. _____
 - 2. _____
 - 3. _____

At _____ at _____ on _____ of _____

Signature and stamp of the tenderer

ENVELOPE NO. 1

ANNEX 8

MODEL PROPOSAL FOR CRITERIA SUBJECT TO VALUE JUDGEMENT

Mr.Ms with identity document acting as....., on behalf of and representing the company with Tax ID of nationality and registered office at

DECLARES THAT, being aware of the conditions and requirements demanded for the award of the contract of with file number, it undertakes to undertake the execution of the same, strictly subject to said conditions and requirements, unconditionally accepting the clauses of the Specific Administrative Clauses and declaring responsibly that it meets each and every one of the conditions demanded for contracting with the Administration.

To these effects, it undertakes to execute the contract in accordance with the Specifications governing the contracting and, taking into account the provisions of clause 9.1 of this PCAP, it attaches the following Technical Report relating to the qualitative award criteria subject to value judgement.

Sections:

a) Technical characteristics and organization of the work, with the following breakdown:

-Technical description of the service and planning of the work. The technical quality of the project presented for the execution of the work foreseen in the Technical Specifications will be assessed.

b) Personnel and technical resources proposed to provide the service, with the following breakdown:

-Human resources: The size, qualifications and organizational chart of the staff proposed for the provision of the service will be assessed, which must include the obligatory human resources required to accredit technical and professional solvency.

-Material resources: The technical resources offered will be assessed, taking into account their suitability for the needs of the service and the physical characteristics of the different work areas included in the contract.

The technical report shall not exceed 20 pages (including indexes, plans, graphs, vehicle and machine specifications, etc.).

(Place, date, signature and stamp, where appropriate, of the company/entrepreneur)

ENVELOPE N° 2

ANNEX 9
MODEL PROPOSAL FOR AUTOMATIC EVALUATION CRITERIA

Mr./Ms....., with identity document acting as, in the name and on behalf of the company, with Tax ID and registered office at, e-mail which he indicates for notifications, DECLARES THAT, being aware of the conditions and requirements demanded for the award of the contract with file number, he undertakes to take charge of the execution of the same, strictly subject to said conditions and requirements, unconditionally accepting the clauses of the Specific Administrative Specifications, as well as the Project.

To these effects, it undertakes to execute the contract on the basis of the following proposals:

- Economic proposal, expressed in Naira (NGN).

MAXIMUM TENDER AMOUNT (2 years)	BID AMOUNT (VAT EXCLUDED)
86,400,000 Naira (NGN)	

The price of the contract includes and accepts all costs, such as general expenses, benefits, insurance, transport and travel costs for my staff and all taxes, duties and fees arising from the execution of the contract, even if they do not expressly appear in the specific administrative clauses.

- Number of hours per year free of charge outside the established timetable:

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