

	MINISTERIO DE ASUNTOS EXTERIORES, UNIÓN EUROPEA Y COOPERACIÓN	EMBAJADA DE ESPAÑA EN ABUJA
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SERVICE CONTRACT FOR GENERAL MAINTENANCE OF THE BUILDINGS AND INSTALLATIONS OF THE RESIDENCE, CHANCERY AND POLICE QUARTERS OF THE EMBASSY OF SPAIN IN ABUJA (NIGERIA)

File Nº: SER-21/010

BETWEEN

On the one hand, His Excellency, Mr./Mrs., Ambassador of Spain in Abuja, acting in the name of and on behalf of the Ministry of Foreign Affairs, European Union and Cooperation (hereinafter "The Spanish Administration").

On the other hand Mr/Ms with identification domiciled in acting in the name and on behalf of the company..... domiciled at according to document (hereinafter "The Contractor").

Both parties respectively recognize each other's competence and capacity to formalize this contract, in line with budgetary application 12.01.13.142A. 218.

ADMINISTRATIVE BACKGROUND

Date and amount of the approval and commitment to the procurement:

Date of prior review of the award agreement:

Date of the agreement to authorize and award the contract:

BOTH PARTIES HEREBY AGREE AS FOLLOWS

Clause 1.- The Contractor undertakes to execute, in full, the general maintenance service of the buildings and facilities of the Residence, Chancery and housing of the security team of the Embassy of Spain in Abuja (Nigeria).

The maintenance service will be carried out in the buildings and facilities in accordance with the provisions of the Specific Administrative Clauses (PCAP) and the Specific Technical Prescriptions (PPTP) documents, approved by the Contracting Authority on the -- -----, which, as documents of a contractual nature, are attached to this contract.

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

The Contractor also declares that its offer is complete, since it includes, in addition to the works that specifically constitute the object of the contract, the steps necessary to respond to the successful completion of the service.

Clause 2.- In matters not expressly regulated in this contract, in the PCAP and in the PPTP, the provisions of the First Additional Provision of Law 9/2017, of November 8, on Public Sector Contracts (LCSP), by which the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of February 26, 2014, are transposed into the Spanish legal system, shall apply. Without prejudice to the fact that in order to resolve the doubts and gaps that may arise in its application, the principles of the LCSP shall be taken into account.

The contentious issues that arise in the execution of the contract will be resolved:

Option 1: If the successful bidder is a Spanish or foreign company that accepts Spanish jurisdiction: by mutual agreement between the parties and, failing that, they will submit to the jurisdiction of the Spanish courts.

Option 2: If the successful bidder is a non-Spanish company that does not expressly accept Spanish jurisdiction: for any dispute arising from this contract or related to it, including any question regarding its existence, validity, termination, interpretation or execution, the parties may agree on an arbitration formula of the type used in the place of execution of the contract and whose verdict shall be binding on both parties

Clause 3.- The total price agreed for the execution of all aspects of the contract is:

- Total price (including VAT or similar tax if applicable):Naira.
- VAT or similar applicable tax: Exemption.
- Price review: not applicable.
- Payment system: as stipulated in clause 23 of the PCAP.

This total price is encompassing in nature, and shall include all types of expenses, licences, rates, taxes or tributes, State and Local, applicable now or in the future to the services under the contract during its validity.

Clause 4.- The term of execution is three years, from .2022 to .2025, and may be extended, expressly and in writing before the end of the term, for a maximum period of two years, without revision of prices.

Clause 5.- As a guarantee of the obligations assumed in this contract, the Contractor provides a bond, by means of, for a total value ofNairas, which represents 5% of the amount of award, VAT or similar applicable tax excluded, which has been deposited at the Embassy of Spain in Abuja.

Clause 6.- The Contractor provides a civil liability insurance policy or equivalent insurance in accordance with local uses or custom for a minimum amount equal to the bidding base budget (48,600,000 Naira), to respond to the obligation to indemnify the damages caused to third parties 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 contract.

Clause 7.- Penalties of 0.2% of the contract price may be imposed, excluding VAT or similar applicable tax, for each day that the contracting company fails to provide the agreed services or provides them in a defective manner. In particular, said penalties may be imposed for failure to comply with the delivery obligations of any of the documentation referred to in Clause 21 of the PCAP.

Likewise, daily penalties may be imposed for the same amount when the Contractor, for reasons attributable to the same, incurs in delay with respect to the fulfillment of the total term, or of the partial terms.

The penalties provided for in the previous section will be imposed by agreement of the Contracting Authority, adopted at the proposal of the person responsible for the contract designated by the Administration, and will be made effective by deducting the amounts that, as total or partial payment, must be paid to the Contractor or on the guarantee that would have been constituted, when they cannot be deducted from the aforementioned payments. The imposition of these penalties does not exclude compensation for damages to which the Administration may be entitled.

Clause 8.- The modification of the contract will be carried out whenever the circumstances so advise, in the form and with the effects foreseen in Clause 26 of the PCAP.

Clause 9.- The contract may be terminated, with no further obligation than the payment for the service actually provided, in the cases set forth in Clause 32 of the PCAP.

Clause 10.- List of documents that make up the contract:

- Document of Special Administrative Clauses (the PCAP).
- Document of Special Technical Prescriptions (the PPTP).
- The letter of invitation to tender.
- The successful bidder's offer
- Duly signed contract document.

This contract has been favorably evaluated by the Legal Services Unit in the Department on 03/25/2022.

Signed in triplicate,

In Abuja, on theof..... 2022

THE ADMINISTRATION

THE CONTRACTOR

Name and Position

Name and Position