



Ambasáid na hÉireann
Embassy of Ireland

**REQUEST FOR TENDERS FOR BUILDING MAINTENANCE SERVICES FOR THE EMBASSY
OF IRELAND IN MADRID**

DEADLINE FOR RETURN OF TENDERS 5pm, 21st November 2022

Tendering Method

The tender and all associated attachments should be submitted for the attention of José Luis Gomez at madridembassy@dfa.ie by **5pm, 21st November 2022**.

The tender should be titled “**Building Maintenance Services – Embassy of Ireland, Madrid**” and shall clearly indicate contact person, address, phone number and email for any potential communication.

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SECTION 1: STATEMENT OF REQUIREMENTS

- 1.1 The Embassy of Ireland, Madrid, Paseo de la Castellana 46, Madrid 28046, requires the services of a suitably qualified Building Maintenance company to:
 - 1.1.1 Maintain the building at Calle de Castelló 78, Madrid 28006, which is listed in the Catalogue of Protected Buildings by Patrimonio
 - 1.1.2 Maintain heating, plumbing, electrics and other core infrastructure of the building, including repairs (as required)
 - 1.1.3 Provide an out of hours service in the event of an urgent problem
- 1.2 A list of detailed specific requirements is attached at Appendix I. Tenderers are required to submit a full service and equipment proposal setting out how they propose to meet the specific requirements as set out.
- 1.3 The work will involve all building maintenance services including maintenance of water and heating systems, monitoring and ensuring correct functioning of solar panels, maintenance and cleaning of the building's heating and air conditioning systems, revision and maintenance of electrical systems, provision of plumbing services, revision and maintenance of fire safety equipment in accordance with safety regulations, repair of damage to paint and masonry (internal and external walls), and any other associated tasks to ensure adequate conservation of the protected building.
- 1.4 The service provider will be required to be on site a minimum of one day a week (between Monday and Friday) for the provision of this service. This minimum may be subject to change dependent on seasonal changes and the Embassy's business needs. Hours worked will vary depending on the needs of the Embassy, but will be sufficient to ensure the adequate conservation of the building. A log of hours worked will be recorded and submitted to the Embassy's contract manager, who will supervise the provision of this service.
- 1.5 Tenderers should note that the premises are subject to change, and that the Embassy's requirements may, therefore, be subject to modification during the lifetime of the contract. Tenderers should also note that the Embassy reserves the right to reduce the requirements during the lifetime of the contract. The selected service provider will be required to cooperate with the Embassy in adjusting services should these situations arise.
- 1.6 The services are required at Calle del Castelló 78, Madrid 28006. The total area of the Residence building is approximately 809m².
- 1.7 It is envisaged that the contract will run for an initial term of 12 months. The Embassy reserves the right to extend the term for a further 12 months, with a maximum of four such extensions subject to satisfactory performance and the Embassy's needs. The maximum contract duration therefore will be five years.

The total value of the contract (across five years) includes the cost of materials, as outlined in Appendix I.
- 1.8 It is recommended that tenderers carry out site surveys/inspections in order to help them

prepare their service and financial proposals. Tenderers may visit the Residence and view the building to be maintained by pre-arrangement before 11th November 2022. A member of the Embassy's staff will meet tenderers at pre-arranged dates/times for this purpose. To arrange a site visit appointment please contact José Luis Gomez, madridembassy@dfa.ie

SECTION 2: STANDARDS REQUIRED FOR THE SERVICES

- 2.1 The selected contractor must actively manage and supervise their staff in close consultation with the Administration section of the Embassy. All services are to be provided to the specified standards. Correct and accurate monthly invoices are to be submitted to the Embassy, giving a clear breakdown of services provided. Tenderers will also be required to provide a police certificate (Certificado de Penales) for the staff working at the premises. Performance will be subject to periodic reviews to be carried out quarterly or as agreed with the Administration.
- 2.2 All services must be provided/carried out at times suitable to the Embassy's hours of business and under the management and direction of the Administration section.
- 2.3 Where there is unsatisfactory service, providers will be asked to take the necessary steps to ensure that problems are promptly rectified and do not recur. In the event of repeated failures, a written warning will be issued and should this fail to rectify the situation the Embassy reserves the right to terminate the contract with immediate effect, and without any further payment. In addition, the Embassy will reserve the right to withhold payment of all or part of a particular invoice in the event of non-performance of any particular service.
- 2.4 The selected contractor must be compliant with all relevant employment and health and safety legislation, and must hold relevant insurance covering liability for the operation of the contract and all workers (temporary or permanent) who will carry out work on the property, and certified to be compliant with their obligations in relation to Social Security.
- 2.5 The selected contractor will be required to operate an environmental policy which aims to minimise the impact of their services, materials and processes on the environment and in line with best practice in relation to sustainability. In particular, the contractor must be compliant with all relevant environmental, waste management and hazardous products regulations and must seek to minimise the usage of chemicals and materials that are damaging to the environment, using environmentally-friendly products in so far as possible.

SECTION 3: SELECTION CRITERIA

3.1 Tenderers will be required to demonstrate that they are capable of providing Building Maintenance services to the Embassy of Ireland. They must therefore provide:

- Evidence that the company is an established building maintenance service provider, including details on previous track record and experience delivering building maintenance services to clients of a similar nature and scale to those of the Embassy. Tenderers should include at least two references, which the Embassy reserves its right to contact.
- Declaration that the tenderer is compliant with all Spanish and EU legislation and regulations regarding health and safety at work and confirmation that the labour inspectorate has not identified any breaches of these regulations and legislation.
- Evidence that the tenderer is certified to be compliant with their obligations in relation to Social Security.
- Evidence of insurance in the form of a letter from their insurer or broker that appropriate levels of employer's liability and public liability insurance are held and will be maintained for the duration of the contract.
Please note: The letter from the insurer/broker must confirm that the policies will apply in respect of all staff, all external contractors and all services to be carried out on the premises, and that the cover extends to maintenance activities carried out by the tenderer's employees and any external contractors used by the tenderer.
- The company must demonstrate that they have the ability to provide a police certificate (Certificado de Penales) confirming that all staff have no police record and verification of all staff's identity.
- The company must demonstrate that they can certify that all staff have the legal right to work in Spain.
- A declaration of responsibility for the conduct of all external contractors used in the provision of the services required.
- Full details of any arrangements with subcontractors together with signed letters of intent from the entities in question.
- A copy of the company's environmental policy.
- Evidence of Occupational Health & Safety Accreditation, Practices and Procedures.
- Evidence of Equal Opportunity record, policies and practices.
- Evidence of adherence to all relevant environmental, waste management and hazardous products regulations.
- The Contractor must provide all machines, tools, implements and equipment required for the execution of the Services and shall keep the same in good order and condition, properly set and suitable for the operations to be performed and to the satisfaction of the Embassy.

Tenderers must meet all the Selection Criteria to proceed to Tender Award Evaluation Criteria stage.

SECTION 4: REQUIRED FORMAT AND CONTENT OF TENDERS

- 4.1 Tenderers must address all the Selection Requirements specified in Section 3 ensuring they include a signed Confirmation of Bona Fides (Appendix III), a signed Personal Situation Declaration form (Appendix IV), references from current similar contracts, safety record and written confirmation from insurer or broker that all required insurances are in place and will apply in the event that a contract is awarded by the Embassy.
- 4.2 Tenderers must provide a Service Proposal (no more than 5 A4 pages in length) setting out details of the tenderer's proposal levels and quality of service having regard to the specification set out in Appendix I. In preparing the service proposal, tenderers should have particular regard to the contract award criteria and the associated weightings set out in Section 5 of this RFT.
- 4.3 Tenderers must provide a Certificate of compliance with Health and Safety at work, and a proposal outlining how they will ensure safe work practices, detailing how risks will be managed (e.g. use of chemicals, use of equipment etc.).
- 4.5 Tenders must include a Financial Proposal in the exact form as set out in Appendix II. The financial proposal must set out an all-in fixed lump sum annual figure for the services, excluding VAT/IVA. The figures quoted will be binding for the term of the contract.
- 4.6 The financial proposal must reflect all maintenance, relief, travel, equipment and any ancillary costs that may be incurred in the provision of the services. Claims for additional or extra items arising in the course of the contract will not be entertained, unless such items were not foreseeable at time of tender (e.g. changes in relevant government regulations affecting costs).

SECTION 5: CONTRACT AWARD CRITERIA

- 5.1 Tenders will be evaluated initially to confirm that they are fully responsive and that they meet the selection criteria set out in Section 3.1 above. Qualifying tenders will then be evaluated in the light of the contract award criteria. The contract will be awarded to the most economically advantageous tender having regard to the following criteria, weighted as indicated:

	Description	Score	<i>Minimum Score Required</i>
Criteria 1	Experience & Personnel - Demonstrated experience and track record in the provision of maintenance services on listed/protected buildings, record of provisions of services to Embassies, Consulates or International Organisations	30%	18%
	- Experience of key personnel assigned to the Embassy	10%	6%
Criteria 2	Quality of the Equipment being used to provide the service	10%	6%
Criteria 3	Demonstrated health, safety and welfare measures including waste disposal and sustainability practices	10%	6%
Criteria 4	Overall Fixed Price Cost	40%	-

- 5.2 Minimum scoring will apply. Failure to achieve the minimum mark in any of Criteria 1 -3 in the table above will result in the tenderer being eliminated from the competition.
- 5.3 The Embassy will investigate tenders that they consider abnormally low and will seek explanations from suppliers about the price or cost.

SECTION 6: CONDITIONS APPLICABLE TO THE TENDER PROCESS

- 6.1 The Embassy undertakes to hold confidential any information provided to it on a confidential basis by individuals or others, subject to the Embassy obligations under law, including the Freedom of Information Act of Ireland. If for any reason, it is considered that information supplied to the Embassy should not be disclosed because of its sensitive nature, then it is incumbent upon the person or body when supplying the information to make clear this concern and to specify the reasons for the information's sensitivity. The Embassy will consult with any individual or body so supplying sensitive information before making a decision on any FOI request received. However, it should be noted that, ultimately, the decision on whether or not to release information under the FOI is a matter for the Information Commissioner and/or Courts.
- 6.2 Conflicts of interest or potential conflicts of interest, involving a tenderer must be fully disclosed to the Embassy. Any registered interest involving a tenderer and the Embassy, its officers or their relatives, must be fully disclosed in any proposal submitted, or in the event that such information is not available at the time of submission of proposals, should be communicated to the Embassy immediately upon such information becoming known to the tenderer. The terms "registered interest" and "relative" shall be interpreted as defined in Section 2 of the Irish Ethics in Public Office Act 1995. Failure to disclose an interest may disqualify a tenderer or invalidate an award of contract, if, in the view of the Embassy, the conflict is of a sufficiently serious nature to warrant it.
- 6.3 The Embassy reserves the right to terminate the tender process at any time prior to the signing of the contract. The Embassy reserves the right not to accept the lowest or any tender. No contractual relationship will arise until such time as a written contract is signed on behalf of the Embassy.
- 6.4 Information supplied by tenderers will be treated as contractually binding. However, the Embassy reserves the right to seek clarification or verification of any such information, and also to request additional information from the tenderers.
- 6.5 The Embassy will not be liable in respect of any costs incurred by tenderers in the preparation of tenders or any associated work effort.
- 6.6 Tenders must be completed in accordance with the format specified in Section 4. Incomplete tenders may be rejected.
- 6.7 The tender and all associated attachments should be submitted for the attention of José Luis Gómez at madridembassy@dfa.ie by 5pm, 21st November 2022.
- The tender should be titled "**Building Maintenance Services – Embassy of Ireland, Madrid**" and shall clearly indicate contact person, address, phone number and email for any potential communication.

- 6.8 The tenders will be evaluated by an evaluation team based on the award criteria outlined in Section 5. Tenderers will be notified of the outcome of the tender evaluation process as soon as possible after its completion.
- 6.9 Please note that all information relating to this tender will be sent by email from the email address madridembassy@dfa.ie to all interested parties. The Embassy will not accept responsibility for information relayed (or not relayed) via third parties. If the Request for Tenders is in any way altered or edited, the subsequent tender may be inadmissible.
- 6.10 Queries and requests for clarification relating to the Request for Tenders and any of the requirements specified therein will be dealt with via email to madridembassy@dfa.ie. All requests for clarification in respect of this document must be submitted by 5pm on 16th November 2022, before the closing date for receipt of tenders. The Embassy's responses to queries and requests for clarification will be sent by email to all interested parties.
- 6.11 Site inspections are recommended and may be carried out by appointment with José Luis Gómez, Embassy of Ireland, before 11th November, 2022.

Appendix I Protected Building

Services required		Frequency
Plumbing	Ensure correct functioning of solar water heating system.	Weekly
	Monitor hot water system to ensure optimal functioning.	Monthly
	General maintenance and repair.	As needed
Electrics	Identify and replace faulty or worn out lightbulbs.	Weekly
	Installation of new equipment.	As needed
	General maintenance and repair.	As needed
Heating and air conditioning systems	Clean and replace filters.	As needed
	Monitor pressure and temperature levels to ensure optimal functioning.	Monthly
	General upkeep and maintenance.	As needed

<p>Safety equipment (fire extinguishers, smoke alarms)</p>	<p>Monitor battery level.</p> <p>Installation of new equipment.</p> <p>General maintenance.</p>	<p>Monthly</p> <p>As needed</p> <p>As needed</p>
<p>Furniture</p>	<p>Removal and safe storage for public events.</p>	<p>As needed</p>
<p>Flooring</p>	<p>Protective measures to maximise lifespan.</p> <p>Identifying areas that require specialised repair.</p> <p>General maintenance.</p>	<p>Monthly</p> <p>As needed</p> <p>As needed</p>
<p>Pest control</p>	<p>Inspect property for signs of rodent or insect infestations.</p> <p>Extermination of fumigation.</p>	<p>Monthly</p> <p>As needed</p>

Paintwork, masonry and joinery	Inspect and repair masonry of internal and external walls.	Monthly
	Inspect and repair paintwork of internal and external walls and surfaces.	Monthly
	Inspect and repair joinery (wood, metal).	Monthly
	Identify areas that require specialised repair.	As needed
Kitchen equipment (gas/electric)	General maintenance and repair.	As needed
Additional duties	Any other service or task that will ensure the longevity and good appearance of the protected building.	As needed

Staffing and Personnel

The Contractor shall:

- Arrange competent supervision for the period of the Contract.
- Maintain an adequate site organisation under the full-time control of an experienced supervisor who is conversant with all relevant regulations, standards, codes, etc. including, but not limited to, those appertaining to Health and Safety, and who is capable of assuming complete responsibility for a contract of this nature.
- Ensure that the names of personnel to be employed by the Contractor in a supervisory capacity (e.g. foreman, charge hand etc.) are given to the Embassy immediately after the receipt of each Instruction by the Contractor.
- Note that only the Embassy may issue instructions under the contract and the Contractor shall be responsible to them for the satisfactory execution of those instructions.

Quality Monitoring

Quality monitoring of the contract will be both the responsibility of the Embassy and the Contractor. The Embassy and the Contractor will work together to identify at any early stage any failures so that these may be corrected promptly, and identify any improvements that could be initiated through the life of the contract.

Meetings between the Embassy and the Contractor to discuss progress and pass on feedback on performance etc. may be called upon request.

The Embassy's Reserved Rights

The Embassy reserves the right to

- have any work within the Site carried out by another Contractor,
- supply any or all of the materials required for the execution of the work

Other Contractors

Other contractors and/or the Embassy's own specialist staff or labour may be working on the Site and the Contractor may in such cases be required to work in close co-operation with them.

Use of Contract Area and Site

1. The Contractor, their employees and Sub-contractors shall be confined to the area(s) on the Site allocated by the Embassy.

2. The Contractor shall not use the Site for any purpose other than that of carrying out the Services ordered.
3. The Contractor shall not display advertisements on the Site nor permit advertisements to be displayed without the Embassy's consent, which may be given, subject to such terms and conditions as The Embassy shall decide.
4. The Contractor shall use their best endeavours to prevent any trespass by employees on any adjoining owners' property.
5. (i) The Contractor shall ensure that no steps, ladders, planks or other equipment shall be left accessible for unauthorised persons to enter the Site and/or the buildings thereon.
(ii) The Contractor shall ensure that no fuel cans are left unattended at any location within the Site unless locked within a secure place approved by the Embassy.
6. The Contractor shall take all reasonable precautions during the progress of the Services to prevent any damage to adjoining property or to public or private roadways and to prevent material, equipment, rubbish, debris etc, collecting thereon.
7. The Contractor shall regulate the character of their transport and plant and so operate it as to ensure that no damage beyond fair wear and tear is occasioned thereby, and they shall comply with the requirements of the Embassy as to the routes to be traversed and limitations of weights, speeds and class of vehicles.
8. If the Contractor wishes to make use of any adjoining property for any purpose, they shall notify the Embassy, obtain permission from the owners, and meet all charges in connection therewith. They shall clear away on completion of their work or when directed and make good any damage to their satisfaction. Except as provided in the Conditions of Contract for Building and Grounds Maintenance Services, the Contractor shall be held responsible for any damage resulting from the Services and they shall make good any such damage at their own expense.

Noise Control

In accordance with Ley 37/2003, of the 17th of November on Noise and Vibrations.

Materials

Purchase of materials for the reasonable upkeep and repair of the building should be included in the budget proposed by the tenderer, to the amount of €200 per month. Any amount not spent within the month can be accumulated and forwarded to subsequent months, to a total spend of €2,400 per annum. Any expense over and above that amount will require prior approval in writing from the Embassy. Claims for the costs of such materials which have been purchased without approval will not be entertained.

Overtime, Shiftworking and Nightwork

- (1) The Contractor shall not normally be prevented from working reasonable additional hours, should they so desire, provided that they obtain the prior approval of the Embassy, but no additional payment shall be made in respect of the excess cost of any overtime, shiftworking or nightwork involved. The Contractor shall be deemed to have included in the percentages in their tender for any such overtime, shiftworking and/or nightwork.
- (2) Where, however, the Embassy issues written instructions for work to proceed outside

normal working hours, the excess cost of any such overtime, shiftworking or nightwork will be reimbursed to the Contractor at cost. In such cases, timesheets shall be submitted weekly to the Embassy within one week of the expiry of the week concerned. All timesheets shall be properly completed showing the names of the workpeople concerned, the hours worked and the rates of pay.

Onsite Facilities

1. Electricity for equipment or workshop accommodation
2. Telephone access – The Contractor shall arrange for their own telephone and shall pay all the costs thereof
3. Unloading and Hoisting - The Contractor shall be responsible for unloading, placing in and removal from store and transporting all materials including materials supplied by the Embassy
4. Electricity for the Works - The Contractor shall be responsible for the maintenance of the electricity services from the point of connection to the supply
5. Water for the services - The Contractor shall take great care to avoid contamination of any water supply with any herbicide or pesticide, and shall always draw water into an intermediate storage tank for use with any spraying equipment. The Contractor is responsible for providing such necessary temporary receptacles and for any plumbing or alterations which may be subsequently required, as well as clearing away and making good on completion of the work any facility, installation or area which may have been disturbed.

Protection of the Site

- (1) The Contractor shall keep the whole of the Site and area affected clean and free from damage during the execution of the Services.
- (2) Where directed by the Embassy, the Contractor shall also provide and leave in position protection on completion of the Services, and such special protection shall be paid for by The Embassy.

Asbestos Based Materials

The Contractor must report to the Embassy immediately if asbestos is discovered during the work and carry out the Embassy's instructions.

Safety, Health and Welfare

- (1) The Contractor shall provide and maintain on the Site all necessary welfare facilities for their employees, and for those employed by Sub-contractors.
- (2) The Contractor shall arrange for the provision of all Personal Protective Equipment for use by their staff and all persons on Site to suit the requirements for the operations being carried out under this contract. The Contractor shall endeavour to ensure that PPE is worn, when necessary, by all such persons.
- (3) The Contractor shall carry out work on any premises in conformity with any safety regulations adopted by The Embassy. A copy of these regulations will be made available to the Contractor upon request.
- (4) The Contractor shall cease to employ any persons who are in breach of the safety, health and

welfare requirements.

Pesticides

(1) The Contractor shall observe the provisions of Real Decreto 1311/2012 on the Establishing of a Framework for Action to Achieve the Sustainable Use of Pesticide Products, and Real Decreto 3349/1983 approving the Technical and Health Regulations for the Manufacture, Sale and Use of Pesticides in connection with the Contract.

(2) The Contractor shall provide evidence to the Embassy that any staff who may be using pesticides hold a recognised certificate of competence in their use.

(3) No pesticides (all Crop Protection Chemicals including herbicides) are to be used on any sites unless clearly called for in the particular specification or unless their use is approved in advance, in writing, by the Embassy who will require to see data sheets before pesticides are approved.

(4) Appropriate warning notices must be prominently displayed around areas before pesticide application. Written notification of intentions to carry out spraying operations is to be given to the Embassy a minimum of 7 days before spraying operations commence. This notice must include details of areas involved, pesticides to be used, safety precautions necessary and copies of data sheets for pesticide/s being used.

(5) The contractor shall give copies of all spraying records for all sites in this contract to the Embassy at regular intervals to be agreed at the initial pre-contract meeting. If requested by the Embassy, the contractor shall provide any records immediately.

Subcontractors

Where subcontractors are used, it is imperative that the Tenderer, as the prime contractor accepts responsibility for services provided and undertakes to monitor its subcontractors with regard to diligence in the provision of the services required. In the event of the use of subcontractors, the prime contractor should provide a point-of-contact designated to liaise with the Embassy to deal with issues as they arise. The selected contractor must actively manage and supervise any external contractors they use, in close consultation with the Embassy. All services are to be provided to industry best practices. Performance will be subject to reviews to be carried out as agreed with the Embassy.

Existing Services Installations

The Contractor shall:

- not use or interfere with the existing service installations without the permission of the Contract Manager and, where applicable, of services and utility authorities and / or private owners;
- exercise particular care to avoid damaging existing service installations;
- inform their employees of the details and locations of existing service installations and draw their attention to the attendant risks and dangers.

The Contractor shall immediately notify in writing the Embassy and, where applicable, services and utility authorities and private owners of any damage, make arrangements for repair to the satisfaction of the Embassy and, where applicable, or services and utility authorities and private

owners, and for urgent repairs accept any arrangements made by the Embassy. Subject to the provisions of the Conditions of Contract for Building Maintenance Services, the Contractor shall be liable for the cost of such repairs.

Fire Precautions

The Contractor shall comply with the Embassy's fire precautions, however compliance with these precautions shall not relieve the Contractor of any responsibility for taking all other reasonable precautions against fire.

No burning will be allowed on site without the permission of the Embassy or the Embassy's Assistant. This permission will be given by the issuing of a permit.

Security Arrangements

- (1) The Contractor will ensure that all staff working on the Embassy site will be in possession of a company photo-identity pass.
- (2) Specific arrangements will be notified to the Contractor at the pre-start meeting.

Spillages

The Contractor shall be responsible for any spillages of oil or fuel on the Site or roads together with the subsequent costs and charges for cleaning or repair work in connection with the spillage. Drip trays shall be provided by the Contractor under all stationary vehicles and plant on the Site.

Removal and Disposal of Rubbish

The Contractor will arrange for the collection, removal and disposal of rubbish and debris arising from the execution of the work on each occasion that operations are carried out and the removal of these to a licenced dump for disposal, unless otherwise specifically stated in the technical specification. The Contractor will be responsible for the payment of all costs and charges associated with this removal and disposal.

Specific Timings

The Contractor should note that any specific timings for operations contained within the technical specification must be strictly adhered to and may not be altered without the written permission of the Embassy. It is emphasised that these maintenance regimes are not calculated to cause a 'nuisance' but to produce a desired effect and/or ecological benefit. The Contractor must ensure that their staff are aware of and work within these parameters.

Health, Safety and Welfare Measures

The Contractor shall comply with all enactments regulations and working rules relating to health,

safety and welfare.

Operation of Plant and Machinery

The Contractor must ensure that any staff operating Tractors, Dumpers or any other ride-on or ride-in equipment hold a full, current valid driving licence. The Embassy will require to see such licences before staff are permitted to operate equipment on Site.

Parking/Storage Areas

Parking / storage areas for equipment are to be agreed with the Embassy or the Embassy's Assistant.

Any vehicle or piece of machinery which is running must be supervised at all times. When left unattended or parked the vehicle or piece of machinery must be left in a safe condition

Appendix II

Cost Proposal

Tenderers must provide an **all-in fixed price per annum proposal** in the prescribed format below in respect of the services to be provided from the commencement of the contract. Prices must be stated in EURO (€) and be **exclusive** of VAT/IVA, the rate of which must be shown separately.

	Price in Euro exclusive of VAT/IVA	VAT/IVA Rate Applicable
All-in fixed tender price for year one of the contract for the provision of all services as specified in the Request for Tenders including Appendix 1		

Appendix III

Confirmation of Bona Fides

We the undersigned do offer in accordance with the Request for Tenders and the Terms of Reference specified therein to provide Embassy of Ireland, Madrid with Building Maintenance Services at the fee rate set out in Appendix II and subject in all respects to the Terms of Reference published with this call for tenders which we have read and accepted.

We confirm that all information and commitments contained in or referred to in our tender are (i) accurate and correct, and (ii) accurately reflect our actual current operational and financial capability.

We confirm that this Tender shall remain irrevocably open for acceptance by you for a period of 3 months from the closing date for receipt of tenders and it shall remain binding upon us for that period or such other period as we may agree.

We acknowledge that no legally binding agreement exists as a result of this tender process between us unless and until our offer is accepted by you and a contract in the form set out in this request for tenders has been concluded.

We understand that the Minister of Foreign Affairs is not bound to accept the lowest or indeed any tender it may receive and may abandon or terminate the tender process at any time.

Signature of tenderer or authorised agent:

Printed Name:

Name of Tenderer:

VAT No/NIF:

Postal Address:

Telephone no:

E-mail:

Appendix IV

PERSONAL SITUATION DECLARATION FORM - MISSIONS

This Declaration of compliance **must** be signed by all **Contractors/Suppliers**.

Name of Contractor/Supplier:	
Address:	
Country:	

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Mandatory Eligibility Criteria will be assessed as a "Fail".

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Discretionary Eligibility Criteria may be assessed as a "Fail" and the Contractor/Supplier may, at the discretion of the Contracting Authority not be admitted to the tender.

Please enter <u>Yes</u> or <u>No</u> as appropriate to the following statements relating to the current status of your organisation <u>and/or any director or person(s) who has power of representation, decision or control over the organisation.</u>	Yes/No
Mandatory Eligibility Criteria	
The Contractor/Supplier has been the subject of conviction by final judgment of participation in a prescribed criminal organisation.	
The Contractor/Supplier has been the subject of conviction by final judgment of corruption as defined in the national law of Spain or in accordance with the law of the country within which the Contractor/Supplier is established.	
The Contractor/Supplier has been the subject of conviction by final judgment of fraud.	
The Contractor/Supplier has been the subject of conviction by final judgment of terrorist offences or offences linked to terrorist activities or of inciting or aiding or abetting or attempting to commit an offence.	
The Contractor/Supplier has been the subject of conviction by final judgment of money laundering or terrorist financing.	
The Contractor/Supplier has been the subject of conviction by final judgment of child labour or other forms of trafficking in human beings.	
The Contractor/Supplier has breached their obligations relating to payment of taxes or social security contributions in the national law of Spain and this breach has been established by a judicial or administrative decision having final and binding effect in accordance with the law of Spain within which the Contractor/Supplier is established.	
<u>If you have answered Yes to Question 7</u>, please provide details of the relevant amount including:	

- a. confirmation of whether you have paid, or have entered into a binding arrangement with a view to paying the outstanding tax or social security contributions including any accrued interest and/or fines; or
- b. details of whether you were informed of the exact amount due following the breach and at such time that it did not have the possibility of taking measures as outlined above before the expiration of the deadline for submitting this tender.

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE CONTRACTOR/SUPPLIER'S ORGANISATION.

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this Declaration may lead to my organisation being excluded from participation in this and future competitions.

Signed on Behalf of the Contractor/Supplier identified above, by -:

Signed: [Original signature]	
Print Name:	
Position:	
E-mail Address:	
Date:	