

ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACT AWARD PROCEDURE TO SUPPLY CLOTHES AND SEARCH TOOLS EQUIPMENT FOR THE SEACOP COOPERATION PROJECT III-IV (SEACOP III-IV) (IFS/2014/352-450)

I. INTRODUCTION AND DESCRIPTION OF THE CURRENT SITUATION

The International and Ibero-American Foundation for Administration and Public Policies (FIIAPP) is a Spanish not-for-profit public sector foundation whose activities fall within the sphere of international cooperation targeted at institutional modernisation, the reform of Public Administrations and strengthening of democratic governability.

The Foundation is recorded in the Register of Foundations, has full legal personality and full legal capacity to perform any such acts deemed necessary to fulfil its objectives, in accordance with the provisions of law.

The SEACOP Project is funded by the EU Instrument contributing to Stability and Peace and forms part of the Cocaine Route Programme. This project was awarded by the European Commission to FIIAPP in December 2014 and is being run under an Indirect Management Delegation Agreement (IMDA).

The geographical scope of the project covers the islands in the Eastern Caribbean, more specifically: Barbados, St Vincent and the Grenadines, Antigua and Barbuda, St Kitts and Nevis, Dominica, Grenada, St Lucia, Montserrat, British Virgin Islands, Anguilla, Trinidad and Tobago.

The overall objective of this Action is to support the fight against maritime illicit trafficking and associated criminal networks in the targeted countries and regions. This will ultimately help alleviate the negative impact of illicit (drugs) trafficking on the public health, the governance and the social economy of the beneficiary countries.

One of the specific objectives of the SEACOP project is to strengthen the capacities of selected countries to tackle illicit maritime trafficking, by providing specialist training and equipment. The equipment subject of this tender has been identified as being necessary to strengthen capacities in eleven countries in the Eastern Caribbean. The equipment will be donated to the beneficiary countries and will be used by Law Enforcement agencies in those countries for the search of vessels and cargo, and other activities.

2. PURPOSE OF THE CONTRACT

The FIIAPP is looking to award a contract for the supply of clothes and search tools equipment like monoculars, laptops computers, binoculars, pry bar, gas monitor, safety hard hats, overalls, boots, gloves, googles, etc. that will be used to build capacities in the abovementioned recipient countries in order to fight against maritime illicit trafficking and associated criminal networks.

3. CONTRACTING AUTHORITY

The contracting authority will be the Director of FIIAPP, according to the FIIAPP Contract Award Instructions, approved by its Board, for contracts of an individual amount between 100.000 euros and 206.000 euros.

4. LEGAL SYSTEM AND COMPETENT JURISDICTION

This contract is private in nature and the civil jurisdiction is competent for hearing any disputes that may arise from the performance hereof.

Nevertheless, the actions of preparing and awarding this contract will follow the procedures set forth in FIIAPP's internal contract award instructions, in application of the Spanish legislation set forth in Article 3.3.b) of Legislative Royal Decree 3/2011 of 14 November, which approves the Reworded Text of the Public Sector Contracts Act (TRLCSP), as an entity of the Spanish public sector due to its legal nature and due to the contracts that it enters into.

The Administrative and Technical Specifications are contractual in nature and contain the detailed conditions with which performance of the contract will comply.

5. PROCEDURE AND MANNER OF AWARDING THE CONTRACT

The contract award procedure will take place as per the FIIAPP Manual for Contracting, following the procedures established in the Practical Guide on Contractual Procedures for actions outside the EU.

According to the General Conditions applicable to the contracts signed in the framework of the external actions of the European Union, those supply contracts with an amount between 100.000 € and 300.000 €, are subject to an open local procedure, where the contract notice will have to be published on the supplement to the Official Journal of the European Union; locally, on the Caribbean Customs Law Enforcement Council (CCLEC) webpage, as well as on FIIAPP's web page.

Once the bids have been received, the one which is of most benefit to FIIAPP will be selected, in accordance with the objective of the contract-award criteria established for the formulation of the bid.

Before formalising any contract, the FIIAPP will access the EU's Central Exclusion Database to verify the eligibility of the contractor, in accordance with the provisions of the Commission Regulation (EC, Euratom) No 1302/2008, of 17 December 2008, regarding the central exclusion database (OJ, L 344, 20 December 2008 p. 12).

All participating providers or suppliers will be notified of the award.

6. CAPACITY TO CONTRACT

This contract can be awarded to Spanish or foreign legal persons, acting individually or under a joint venture agreement.

The awarded companies must be legal persons whose objective or activity is directly linked with the subject-matter of the contract and they must have sufficient human and material resources to duly perform the contract.

Non-EU companies must fulfil all requirements listed in Article 55 of RD 3/2001, of 14 November, which approves the TRLCSP.

7. TENDER BUDGET

The budget of this contract award procedure is set at a maximum amount of 180.000 euros (excluding VAT). This figure represents a maximum budget for the products determined in this bidding process and any bid for a higher amount will be excluded.

The supply of the goods has to be made according to the incoterm DAP- Delivered At Place - Incoterms 2010 International Chamber of Commerce. The supplier will be responsible for arranging carriage and for delivering the goods at the specified places.

8. FINANCIAL GUARANTEE

The awardee will have to create a guarantee equivalent to 5% of the amount of the award. The guarantee will be created for a maximum of 30 days (time for delivery following Point 5 in Technical Specifications).

This guarantee will be created according to article 96 of RD 3/2001, of 14 November, which approves the TRLCSP.

Likewise, proponents can choose within the final guarantee previously defined or a Standby that has the following requirements:

- At least one of the banking entities responsible for issuing the Standby must be authorized to operate in Spain.
- The value of this guarantee shall not be less than five percent (5%) of the total of the contract value.
- Its validity shall be equal to the guaranteed contract term plus the contractual deadline for settlement of the contract.

9. DEADLINE AND PLACE FOR SUBMISSION OF THE PROPOSALS

In order to participate in this bidding process, bids must be sent to FIIAPP head offices at C/ Beatriz de Bobadilla 18, 4^a, Madrid, **before 12:00 noon on June 3rd 2016 (Madrid time)**, in 3 closed envelopes.

These envelopes must indicate, on the outside of each one, the tender procedure and reference number for which the bid is being submitted, the signature of the proposing party, the name of the company, the full name and capacity of the person signing the proposal and the information of the contact person at the company, all of which must be written legibly.

If the bid is sent by post, the tenderer must obtain proof of postage from the Post Office before the submission deadline and must inform FIIAPP that their bid has been sent by sending a fax to +34915352755, an email to juridico@fiiapp.org or a telegram on that same day.

For the purposes of this bidding process, said envelopes must be received by FIIAPP within a maximum of 5 calendar days from the submission deadline.

For any queries about this bidding process, please write to msanchezmoreno@fiiapp.org or egarnes@fiiapp.org.

FIIAPP will not accept envelopes upon receipt that are manipulated or opened, exonerating FIIAPP of any responsibility, and giving notice to the contractor as soon as possible.

10. FORM OF SUBMISSION AND CONTENT OF THE PROPOSALS

The submission of a proposal assumes the tenderer unconditionally accepts the clauses established in these Specifications.

Companies that submit bids must include the following points:

A. Envelope No. 1. Administrative proposal

This envelope will contain the following items:

- a. Documents that accredit the legal personality and capacity to act of the business owner. (Art. 146.1 of RD 3/2011 of 14 November, which approves the TRLCSP):
 - i. 1.1 Spanish Proprietors.

Companies with legal personality:

The capacity to act of companies that are legal persons will be proved by the founding and amending deeds thereof, recorded in the Companies Registry when this is a requirement in accordance with applicable commercial legislation. If it were not a requirement, proof the capacity to act will be given by the deed or document of incorporation or amendment, by the articles of association or by the founding deed, which must record the rules according to which the business activity is regulated and which must be recorded in the corresponding official registry, if applicable.

1.2. Foreign proprietors.

EU companies:

EU companies that, in accordance with the legislation of the State in which they are established, are qualified to provide the service in question may

submit a bid, in accordance with the provisions set forth in Article 58 of Royal Decree 3/2011 of 14 November, which approves the TRLCSP.

Non-EU companies:

Legal persons of non-member States must justify, by a report from the respective Permanent Diplomatic Mission of Spain, which must accompany the submitted documentation, that the State of origin of the company admits Spanish companies when contracting with public administrations.

1.3. Temporary joint venture:

When two or more companies submit bids to a tender as a temporary joint venture, each one of the proprietors comprised in the joint venture must prove their legal personality, their capacity to act and their representation. In a private document, they must indicate the names and circumstances of the signing proprietors, the equity holding of each one and the person or entity that, during the contractual term, holds full powers of representation (Article 59 of Royal Decree 3/2011 of 14 November, which approves the TRLCSP).

- ii. And documents that prove representation: The person with power of representation must include a notarised or administratively certified copy of their powers of attorney, together with a copy of their National Identity Document or, if applicable, the document that serves in its stead.
- b. A statement made in good faith that the company is not affected by the prohibitions on entering into contracts stipulated in Articles 60 and 61 of RD 3/2011 of 14 November, which approves the TRLCSP, according to the model provided as [Annex I](#).
 - c. Documents that accredit technical, economic and financial standing:
 - A copy of the financial statement accrediting sales of supplies by the bidding company of a minimum of 540.000 euros in 2013 and in 2014 (each year).
 - Accreditation to prove the company is able to provide technical services for search tools in the recipient countries (Barbados, St Vincent and the Grenadines, Antigua and Barbuda, St Kitts and Nevis, Dominica, Grenada, St Lucia, Monserrat, British Virgin Islands, Anguilla, Trinidad and Tobago), in order to resolve any technical fault with the supplied equipment. For this purpose, a letter will be submitted from the company providing the technical service certifying said contract.

All documents that are submitted must be originals or authenticated photocopies.

If the documentation is notarial, it must comply with the requisites regarding authentication set forth in the Law and in Notarial Regulations.

For this tender process, documents stamped by the Foundation at the Registry may also be validated as true copies of originals.

B. Envelope No. 2. Technical proposal

The technical proposal must include all the items listed in the Technical Specifications. If the tenderer's goods do not exactly match the technical specifications, goods that are as similar as possible to the specifications and that comply with the minimum specifications established for this bidding process may be included in the proposal.

The technical proposal will be drafted in line with the evaluation criteria established in point 13 of these Specifications and in compliance with Annex I of the Technical Specifications.

The technical proposal must not include any financial information of any kind (general, guideline, illustrative, etc.). Failure to comply with this stipulation will lead to the exclusion of the entire proposal.

C. Envelope No. 3. Financial proposal

The financial proposal must be written using the model included in these Specifications as **Annex II. A (the total quote) and B (the quote of each product)**.

- **Common aspects of the administrative, technical and financial proposals:**
- The proposals must be written in English or Spanish.
 - Proposals that may contain omissions, errors or cross-outs that prevent a clear understanding of what the FIIAPP deems to be essential in order to consider the bid will not be accepted.
 - Each tenderer may not submit more than one proposal. Each tenderer also may not sign any proposal in a temporary joint venture with others if they have already submitted one individually or if they are recorded in more than one. A violation of these rules will give rise to not admitting the tender of any of the proposals signed by that tenderer.

II.COMPOSITION OF THE TEAM OF THE CONTRACTING AUTHORITY

President: FIIAPP's General Secretary

Vocals: Director of the Unit Justice and Home Affairs

Director of Economic Management

Team Leader Justice and Home Affairs

Team Leader IT

Project Officer – Justice and Home Affairs

Secretary: Legal Advisory. Team Leader.

12. CERTIFICATION AND QUALIFICATION OF DOCUMENTS

Once the Team of the Contracting Authority has received the envelopes, it will proceed to qualify the documents submitted in due time and manner.

If the Team observes defects or omissions in the submitted documentation that can be corrected, it will inform the interested parties verbally and in writing, thereby granting a period of no more than three days so that tenderers can correct or amend such defects or omissions, thereby cautioning them that the tenderer will be definitively excluded if they do not proceed to correct the documentation within the granted period.

In this event, the tendering companies that are required to correct defects must send the original requested documentation to FIIAPP by submitting it to FIIAPP, without exception, at the FIIAPP Registry.

Subsequently, the Team will meet again to adopt the appropriate resolution about definitive admission of the tenderers in view of the received corrections.

13. OPENING OF THE FINANCIAL PROPOSALS

Envelope No. 3 (financial proposal) from the various bids will be opened by the Team of the Contracting Authority at a public session on **June 20 at 12:00** at the FIIAPP head offices.

14. EVALUATION OF THE PROPOSALS

The submitted proposals will be evaluated according to the financial and technical bid.

Financial proposal:	70 points
Technical proposal: Improvement of the technical specifications of the goods based on the requested technical specifications. <ul style="list-style-type: none"> - Search Tools - Clothes 	30 points

For the technical weighting, the maximum points will be given to the best bid in this aspect, for each one of the criteria. All other tenderers will be scored in proportion to the best.

In order to apply the financial weighting, the total quote from each company will be evaluated (TOTAL expressed in Annex II.A).

The formula used will be the following:

1. a. Best financial bid: Maximum points (70 points)
b. All other bids:
Application base: Maximum points x (Bid under evaluation/ best bid)
2. Application of the criterion of proportionality.
Financial evaluation: Maximum points x (Maximum points/Application base)

15. REGULATORY STANDARDS

This contract shall be governed by:

- The clauses contained in these Specifications.
- The Manual for the Contracting of Supplies and Services of the FIIAPP.

And by the following Spanish legislation in force:

- The provisions set out in Law 50/2002, governing foundations¹, and in Royal Decree 1337-2005 of 11 November².
- Royal Legislative Decree 3/2011, of 14 November, which approves the TRLCSP³.

Disavowal of any of the terms of the contract, the documents annexed to same, or of any of the instructions, terms of reference or standards of any kind, given by FIIAPP and which could apply to the execution of what has been agreed shall not exempt the business owner from their duty to comply.

16. TERM OF THE CONTRACT

The contract will remain in force until the identified supplies have been delivered at recipient countries.

Conditions on preparation and delivery of the supplies are set out in Point 4 of the Technical Specifications.

The FIIAPP reserves the right to rescind the contract at any time in the event that it does not agree with the requested service.

17. TERMINATION OF THE CONTRACT

The grounds set forth in Article 223 of Royal Decree 3/2011 of 14 November, which approves the TRLCSP, are grounds for termination of the contract:

- a) Breach by any of the parties of the clauses set out in the contract.
- b) The manifest lack of quality of the service rendered or if the service fails to satisfy the conditions agreed in the binding documentation.
- c) The declaration of insolvency as per the terms set out under Law 22/2003, of 9

¹ <http://www.boe.es/boe/dias/2002/12/27/pdfs/A45504-45515.pdf>

² <http://www.boe.es/boe/dias/2005/11/22/pdfs/A38068-38082.pdf>

³ https://www.boe.es/diario_boe/txt.php?id=BOE-A-2011-17887

- July, Insolvency Act.
- d) Mutual agreement between the parties.
 - e) Breach of the limitations established for subcontracting.
 - f) Obstructing the management and inspection powers of FIIAPP.

18. SYSTEM OF PAYMENTS

Payment for the services referred to in these specifications will be made upon certification from the recipient institutions that the goods have been received.

19. AWARD OF THE CONTRACT

The contract is concluded by the appropriate award of the contract by the Contracting Authority.

The contract will be awarded within a maximum of two weeks from opening the sealed envelopes in a public session.

Tenderers will be informed of the award of the contract in writing or by fax. Once the contract has been awarded, the definitive guarantee will be created by the awarded bidder. The guarantee will be refunded once the beneficiaries have certified that the goods have been delivered properly and on time, through a certificate stating the arrival of the goods at the recipient countries.

20. FORMAL EXECUTION OF THE CONTRACT

The document of formal execution of the contract will be executed within two weeks from the day following reception of notification of the award.

When, for causes attributable to the contractor, the contract could not be formally executed within the indicated period, the FIIAPP may resolve to terminate the same, subject to a mandatory hearing of the interested party.

The contract will be private in nature, and the civil jurisdiction is competent for hearing any disputes that may arise from the interpretation or application thereof.

21. OUTSOURCING

The activities under this contract must be implemented directly by the contractor. Exceptionally, the FIIAPP can accept the subcontracting and expressed. The successful bidder will be liable before the FIIAPP for the performance of the natural or legal persons that are subcontracted, at all levels, including the quality of the service, delivery times and completion, obligations in relation to the treatment of data and information, as well as the fulfilment by the outsourced company of their social and fiscal obligations.

Those activities subject to this agreement that need to be subcontracted by the successful tenderer shall be executed under the terms provided for in the articles 227 and 228 3/2011 RD of the 14th November, which approves the TRLCSP.

ANNEX I: STATEMENT OF COMPLIANCE

Mr/Ms, holder of National Identity Document No., acting in representation of, holder of Tax ID No. and with its registered address at, in their capacity as and interested in the contract award procedure called by the International and Ibero-American Foundation for Administration and Public Policies.

Hereby STATES IN GOOD FAITH, in accordance with the provisions of Article 146.I c) of the Reworded Text of the Public Sector Contracts Act (hereinafter, the 'TRLCSP'), approved by Legislative Royal Decree 3/2011 of 14 November:

- The company I represent is not subject to any prohibition on entering into contracts with the public sector in accordance with the provisions set forth in Article 60.I of the TRLCSP.
- I am up to date with all tax and social security obligations imposed by the legal provisions in force, without prejudice to undertaking to provide proof of such requisite before formally executing the contract, in accordance with the Administrative Specifications according to which contracting is governed, if my company is awarded.

In....., on.....[day].....[month] 2016.

(Place, date and signature of the tenderer)

Signed:

ANNEX II.A. FINANCIAL PROPOSAL

Mr/Ms....., of full legal age, a resident of..... and holder of National Identity Document No., on behalf of or representing the company,, with its registered address at and holder of Tax ID No., in order to participate in the call for tenders:

"Contract award procedure to supply clothes and search tools equipment for the SEACOP project", called by the International and Ibero-American Foundation for Administration and Public Policies, hereby declares the following:

To undertake to perform the service for which they are submitting a bid, subject to the requisites and conditions stipulated for the goods indicated below and for the total price of:

..... EUROS

(Amount reached by adding together all "E" boxes from the table presented below)

THE FINANCIAL PROPOSAL MUST BE SUBMITTED IN THE FORMAT OF THE ATTACHED TABLE AND MUST BE AN EXACT COPY OF THIS MODEL, WHICH CANNOT BE MODIFIED BY THE TENDERER.

In....., on.....[day].....[month] 2016.
(Place, date and signature of the tenderer)

ANNEX II. B

NAME OF TENDERER: [.....]

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DAP ⁴ <PLACE OF ACCEPTANCE> <EUROS >	TOTAL <EUROS >
1			[Lump sum]	
2		[Other services]	[Lump sum]	
			Total	
		[Spare parts with detailed annex including unit prices]	[Total cost]	
		[Consumables with detailed annex including unit prices]	[Total cost]	

⁴ <DAP (Delivered At Place) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules>