



FIIAPP

COOPERACIÓN ESPAÑOLA



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

I. BACKGROUND

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.

It is registered in the Registry of Foundations, has legal personality and full capacity to perform all acts considered necessary for the fulfilment of its objectives in accordance with current legislation.

The SEACOP project (Seaport Cooperation Project) is an Instrument for stability and peace, funded by the EU and integrated into the Cocaine Route Programme. It was awarded by the European Commission to FIIAPP in December 2014, and is being executed under an Indirect Management Delegation Agreement (IMDA).

The geographic scope of the project includes countries in Latin America and the Caribbean, such as Dominica, the British Virgin Islands, Trinidad and Tobago, Argentina, Peru and Ecuador.

The overall objective of this action is to support the fight against illicit maritime trafficking and the associated criminal networks in the target countries and regions. The objective is to alleviate the negative impact of illicit drug trafficking on public health, governance and the social economy of the beneficiary countries.

One of the specific objectives of the SEACOP project is to strengthen the capacities of the selected countries to combat illegal maritime trafficking, by providing specialised training and equipment to the Joint Maritime Control Units (JMCU) and the Maritime Intelligence Teams (MIU). The equipment that is the subject of this tender has been described as necessary to strengthen the capacities of the countries. It will be donated to the beneficiary countries, where the police authorities will use it when searching boats and cargoes, as well as for other activities.

FIIAPP FSP wishes to award a contract for the supply of clothing and search equipment such as monoculars, laptops, binoculars, levers, gas monitors, safety helmets, overalls, boots, gloves, safety glasses, etc. They will use them to generate capacities in the aforementioned countries, in order to combat

illegal maritime trafficking and the criminal networks associated with it.

2. CONTRACTING AUTHORITY

In accordance with the requirements for tender budget for contracts with an individualised amount of more than €100,000, the contracting body will be the Director of FIIAPP, FSP.

3. LEGAL SYSTEM AND COMPETENT JURISDICTION

This contract is private in nature and the civil courts shall have jurisdiction to hear any disputes that may arise from the execution thereof.

However, this contract will be governed by Title I of Book III of Law 9/2017, of 8 November, on Public Sector Contracts (LPSC), which transposes European Parliament and Council Directives 2014/23/EU and 2014/24/EU, of 26 February 2014, into Spanish law as FIIAPP is a public foundation, due to its legal nature and the contracts it concludes. Also, for the purposes of this law and in application of articles 3.1.e) and 3.3.b) thereof, as a foundation of the public sector, FIIAPP holds the status of contracting authority.

These Specifications are contractual in nature and contain the detailed conditions with which execution of the contract will comply.

4. CAPACITY TO CONTRACT

All legal persons, Spanish or foreign, who have the full capacity to act, who are not subject to the prohibitions to enter into contracts as listed in Section 1 of Article 71 of the LPSC and who are economically, financially, technically and professionally solvent may opt for the award of this contract. They must also hold the business or professional qualification that, if applicable, may be required to perform the activity or provide the service that constitutes the purpose of the contract. For these purposes, the regulations contained in Chapter II of Part II of Book I of the LPSC will be taken into consideration.

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

5. PURPOSE OF THE CONTRACT



FIIAPP FSP requires the procurement of clothing and search equipment such as monoculars, laptops, binoculars, levers, gas monitors, safety helmets, overalls, boots, gloves, safety glasses, etc. that will be used to generate capacities in the mentioned countries, in order to combat illegal maritime trafficking and the criminal networks associated with it.

6. DESCRIPTION OF THE SERVICE

The provision of the service will be undertaken in the terms specified in the technical specifications, providing the detailed materials to Dominica, the British Virgin Islands, Trinidad and Tobago, Argentina, Peru and Ecuador.

7. TENDER BUDGET

The maximum budget of this tender will be 130,000 euros

This figure represents the maximum budget, including all the necessary expenses for the delivery of the materials in each of the destinations established in the Technical Terms and Conditions, which will determine the exclusion of any bid for a higher amount.

8. TERM OF THE CONTRACT

Provision of the service will take place from formal execution of the contract, to 31st December 2018, with the possibility of extension.

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

9. WARRANTIES

The successful bidder will be obliged to provide a guarantee equivalent to 5% of the award amount.

The warranties will be set up in accordance with the provisions set forth in Article 107 et seq of the LPSC.

10. PROCEDURE AND FORM FOR AWARDING THE CONTRACT

For the award of these contracts, FIIAPP will undertake An open local

procedure in which at least three companies authorised for the purpose of the contract will be invited to submit a bid, to the extent possible.

11. PRESENTATION OF PROPOSALS

In order to participate in this tender, the proposing party must submit, at the Register of FIIAPP, located at C/ Beatriz de Bobadilla 18-4º, Madrid, and before 12:00 p.m. on **October 16 th 2018**, the bid that they propose, in three sealed envelopes addressed to FIIAPP Legal Department. 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.

In the case of sending by mail or courier, the bidder will justify the date of imposition of the shipment at the Post Office or courier company and will announce to FIIAPP FSP the sending of the proof of delivery of the bid by fax addressed to the number +34 91 535 27 55, telegram that same day or email addressed to juridico@fiiapp.es. Without the concurrence of both requirements, the bid will not be accepted if it is received at FIIAPP FSP after the deadline indicated in the announcement.

12. FORM AND CONTENT OF THE PROPOSALS

Companies that submit bids must include the following points:

A. Envelope No. 1. Administrative proposal

The proposal must contain the following documentation:

1. The **capacity to act** will be demonstrated by:

A. **Declaration responsible** for having full capacity to act and not be subject to the prohibitions on contracting provided in Article 71 of Law 9/2017, of 8 November, on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/EU, of 26 February 2014, (**Appendix II**) are transposed into Spanish law.

B. **All** legal persons wishing to submit themselves for the tender must attach the following documentation for the **identification of the real owner** (Articles 3 and 4 of the Prevention of Money Laundering Act, Law 10/2010, of April 28):

Identification of the physical person/s ultimately own(s) or control(s), directly or indirectly, a percentage greater than 25% of the share capital

or voting rights of a legal person, or that through other means exercise(s) control, directly or indirectly, of the management of this legal person. Companies that are listed on a regulated market in the EU or equivalent third countries are excepted (**Annex III**).

C. 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.

2 . Spanish businesses.

Companies with a legal personality.

The capacity to act for companies that are legal persons will be demonstrated by the founding and amending deeds thereof, recorded in the Mercantile Registry when this is a requirement in accordance with applicable commercial legislation. If it were not a requirement, proof of 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.

Foreign businesses.

Community companies or States signatory to the Agreement on the European Economic Area:

Community companies accrediting, in accordance with the legislation of the State in which they are established, that are qualified to perform the provision in question, according to the provisions of Article 67 of Law 9/2017, of 8 November, Public Sector Contracts, by which the European Parliament and Council Directives 2014/23/EU and 2014/24/EU, of 26 February 2014, are transposed into Spanish law.

Non-EU companies:

The natural or legal persons of States not belonging to the European Union or States signatory to the Agreement on the European Economic Area must justify by means of a report from the Spanish Economic and Commercial Office located abroad, which will be accompanied by the documentation presented, that the State of origin of the company admits Spanish companies in contracting with Public Administrations in a substantially



analogous manner. In contracts subject to harmonised regulation, the report on reciprocity will be dispensed with in relation to companies from States signatory to the World Trade Organization Agreement on Government Procurement.

Likewise, when the contract is for works, the company must also have an office in Spain, it must have attorneys or representatives appointed and it must be recorded in the Mercantile Registry. Comply with the provisions for that purpose in Art. 68 of Law 9/2017, of November 8, on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/EU, of 26 February 2014, are transposed into Spanish law.

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 demonstrate 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 69 of Royal Decree 9/2017 of 8 November, on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/EU, of 26 February 2014, are transposed into Spanish law).

3. Solvency:

- Proof of economic solvency in the form of annual turnover, or annual turnover in the field to which the contract relates, referring to the best financial year within the last three years available, depending on the dates on which the employer was set up or commenced business and the submission of tenders for an amount equal to or greater than that required in the invitation to tender or in the invitation to participate in the procedure and in the contract documents or, failing that, the amount laid down in the regulations. In addition, the minimum annual turnover required shall not exceed one and a half times the estimated value of the contract, except in duly justified cases such as those relating to special risks linked to the nature of the works, services or supplies.
- certificates that certify sales of supplies by the bidding company for a minimum of 360,000 euros in 2016 and 2017 (every year).
- Proof that the company is qualified to provide technical service in search equipment in the countries of destination, to resolve any technical deficiency in the equipment supplied. To this end, a letter from the

company that provides the aforementioned technical service will be presented, certifying said contract.

For the calculation of bids with abnormal or disproportionate values, the application of Art. 85 of Royal Decree 1098/2001, of 12 October, which approves the General Regulations for Public Administration Contracts Law and also, in the case of abnormally low bids, a hearing will be held in the terms included in Art. 149 of Law 9/2017, of 8 November, on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/EU, of 26 February 2014, are transposed into Spanish law.

B.- Envelope no. 2.- Subjectively evaluable criteria

In addition, within envelope No. 2, a copy of the technical proposal documentation must be included in electronic format. Non-inclusion is a reason for exclusion.

Objective data shall not be allowed in the subjective proposal, this will be grounds for exclusion.

C.- Envelope no. 3.- Objectively evaluable criteria

This envelope will include the financial proposal, according to the model included as Annex I, with the VAT stated separately, as well as the rest of automatically quantifiable award criteria.

FIIAPP FSP will not accept any proposal where the received envelopes arrive manipulated (not closed, open, torn, etc.)

➤ **Common aspects of the proposals**

- The proposals must be written in Spanish or corresponding co-official language.
- Proposals that may contain omissions, errors or cross-outs that prevent a clear understanding of what FIIAPP deems to be essential in order to consider the bid will not be accepted.



- No bidder may submit more than one proposal. In addition, no bidder may 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. Failure to comply with these rules will result in the invitation to tender being rejected for any of the proposals to which it subscribes.

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.

13. CERTIFICATION AND QUALIFICATION OF DOCUMENTS

Once the envelopes have been received by the Secretary of the Contract Award Committee, the Contract Award Committee will meet to preliminarily qualify the documents submitted in the proper time and manner.

If the committee 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 business days so that bidders can correct or amend such defects or omissions, thereby cautioning them that the bidder will be definitively excluded if they do not proceed to correct the documentation within the granted period.

In this event, bidding companies that are required to correct defects must send in the requested documentation by presenting it, without exception, at the Registry.

Subsequently, the Contract Award Committee will meet again to adopt the appropriate resolution on the definitive admission of the bidders in view of the received corrections.

14. CONTRACT AWARD COMMITTEE

The composition of the Contract Award Committee will be the following:

Chair: Secretary General of FIIAPP FSP

Members: 1. Sonsoles de Toledo, Member of Legal Advisory
2. Álvaro Rodríguez, Project Economic Manager
3. Laura Lobato, Project member

Secretary: Mariano Guillén-Oquendo Head of Justice and Security Area.

15. OPENING OF THE OBJECTIVELY EVALUABLE CRITERIA

The envelope with the financial proposals of the various bids will be opened by the Contract Award Committee in a public session on **November 12th** at 12:00 p.m. at the headquarters of FIIAPP.

16. EVALUATION OF THE PROPOSALS

OBJECTIVE EVALUATION CRITERIA	100 POINTS
Price	100 points

The proposals will be evaluated according to the objectively and subjectively evaluable criteria shown in the attached table

To apply **objectively evaluable criteria** the total budget of each company will be assessed.

The formula used will be the following:

- 1: Best financial bid: maximum score: 100 points

All other bids:

Application base: maximum score x $\frac{\text{Bid being assessed}}{\text{best bid}}$

- 2: Application of the criterion of proportionality.

Financial assessment: maximum score x $\frac{\text{Maximum score}}{\text{Application base}}$

17. CONTRACT ADJUDICATION

The contract is awarded following the contract adjudication by the Contracting Authority, at the proposal of the Contract Award Committee. The Contracting

Authority must give the reasons for its decision if it dissents from the Award Committee's proposal.

The contract will be awarded within the maximum period of 7 days from opening of the sealed envelopes in a public session.

The award of the contract will be notified to the bidders in writing via the fax or email provided.

18. FORMAL EXECUTION OF THE CONTRACT

The contract formalisation document will be issued within 7 working days from the day following reception of notification of the award.

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

The contract will be private in nature, and the civil courts shall have jurisdiction to hear any disputes that may arise from the interpretation or application thereof.

19. CONTRACT MANAGER

The contracting body designates Manuel Sánchez Moreno as the contract manager, who will supervise its execution and adopt the decisions and dictate the necessary instructions in order to ensure the correct performance of the agreed service, within the scope of the powers conferred by them.

20. REGULATORY STANDARDS

The contract that is signed will be private in nature and will be governed by the following:

- The clauses contained in these Specifications.
- The provisions set forth in Law 50/2002, on Foundations.
- The provisions established by Law 9/2017, of 8 November, on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/EU, of 26 February 2014, are transposed into Spanish law.

Ignorance of any of the terms of the contract, of the documents attached thereto or of the instructions, specifications or rules of any kind issued by FIIAPP that may be applicable to performance of the agreement will not relieve the employer from the obligation of compliance therewith.

According to the provisions of Article 27.2 Law 9/2017, of 8 November, on

Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/, of 26 February 2014, are transposed into Spanish law, the civil courts will be competent to resolve disputes that arise between the parties in relation to the effects, compliance and termination of private contracts. This civil court shall have jurisdiction to hear any litigious issues affecting the preparation and adjudication of private contracts.

21. SYSTEM OF PAYMENTS

Payment will be made upon presentation of the invoice

The successful bidder shall be entitled to receive payment of the agreed price, pursuant to the conditions set out in the contract, corresponding to the works effectively performed and formally received by the Foundation.

22. SUBCONTRACTING

The activities, object of this contract, must be executed directly by the successful company. Exceptionally, FIIAPP F.S.P. may authorise the subcontracting of personnel or tasks related to the purpose of the contract by a company other than the successful bidder, under the terms provided for in Articles 215 and 216 of the LPSC. Acceptance must be express. It will be an essential requisite that the subcontracted company be current in all payment obligations regarding taxes and social security.

The successful company will be liable to FIIAPP F.S.P. for the actions of the subcontracted company in all areas, including service quality, delivery deadline, completion and obligations regarding data and information processing, as well as compliance by the subcontracted company with its social and tax obligations.

23. OWNERSHIP OF THE WORK PERFORMED

All work that may be performed in any of the sections will be the property of FIIAPP F.S.P.

The successful bidder may not use on its own or provide to third parties any data of the contracted works or totally or partially publish the content without the express, written authorisation of FIIAPP F.S.P. In any event, the successful bidder will be liable for the damages or losses that may be derived from a breach of this obligation.

24. TERMINATION OF THE CONTRACT

In accordance with Article 319 of the LPSC, the effects and termination of contracts concluded by the contracting authorities that do not belong to the category of Public Administrations will be governed by rules of private law;

without prejudice to the causes of termination of the contract established in Articles 211 and 313 of the LCSP.

25.COMMENCEMENT OF THE WORKS

The official start date of the work will be when the contract is formally executed

APPENDIX I

FINANCIAL PROPOSAL

FUNDACIÓN INTERNACIONAL Y PARA IBEROAMÉRICA DE ADMINISTRACIÓN Y POLÍTICAS PÚBLICAS

A	B	C	D	E
ITEM	QUANTITY	technical specifications offered (brand/model)	UNIT COST WITH DELIVERY AT FINAL DESTINATION <EURO >	TOTAL <EURO >
1			[total amount]	
2		[other services]	[total amount]	
			Total	
		[spare parts, with detailed annex with unit prices]	[total amount]	
		[consumables, with detailed annex with unit prices]	[total amount]	

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 MIU AND JMCU EQUIPMENT FOR THE PORT COOPERATION PROJECT III-IV (SEACOP III-IV) (IFS/2014/352-450)

Called by the International and Ibero-American Foundation for



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Administration and Public Policies, states the following:

Undertakes to perform the service for which they are submitting a bid, subject to the requisites and required conditions, for the price of:

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

Signed:



APPENDIX II

STATEMENT OF COMPLIANCE

Mr/Ms, holder of National Identity Document No., acting in representation of, holder of Tax ID No. and with registered office at, in their capacity as and interested in the tender announced by the International and Ibero-American Foundation for Administration and Public Policies.

I hereby **DECLARE RESPONSIBLY** , for the purposes set forth in Article 140.1 c) of Law 9/2017, of 8 November, on Public Sector Contracts, by which European Parliament and European Council Directives 2014/23/EU and 2014/24/EU, of 26 February 2014 are transposed into Spanish law.

- My client is not subject to any cause of prohibition to enter into contracts with the public sector, pursuant to the provisions set forth in Article 71.1 of the LCSP.
- I am in compliance with all tax and social security obligations under prevailing legislation, and undertake to provide proof of this requirement before any contract is formally executed, in accordance with the General Terms and Conditions of the contracting process, if my client's bid is successful.

In,, on[day][month][year] from

(Place, date and signature of the tenderer)

Signed:



APPENDIX III

Statement of compliance for legal persons

Mr/Ms (.....), holder of National Identity Document No.(.....), acting as (attorney in fact, general manager, sole administrator, etc.) of (.....), holder of Tax ID No. (.....), and with address for notifications at (.....), No. (...), (Postcode), (Town/City.....), for the purpose of compliance with the provisions of prevailing regulations on the prevention of money laundering and terrorism financing,

CERTIFY

1. That the data set out in the documentation provided to comply with the formal identification obligation established in Article 4 of the Regulations of Law 10/2010 are true and accurate, and all this information is valid:

YES

NO

2. That the ownership or control structure of the company represented is as follows:

No partner/shareholder has a holding greater than 25%.

That the partners/shareholders with holdings greater than 25% are:

FULL NAME OF THE PARTNER OR SHAREHOLDER	PP/LP	IDENTIFICATION	NATIONALITY	HOLDING (%)

PP: physical person/LP: legal person

3. That the physical persons who ultimately own or control, directly or indirectly, a percentage greater than 25% of the share capital or voting rights of the legal person that I represent, or which through statutory provisions or agreements or other means exercise control, directly or indirectly, of the legal person, are:

That no physical person/s ultimately own(s) or control(s), directly or indirectly, a percentage greater than 25% of the share capital or voting rights of the company that I represent, or through other means exercise(s) control, directly or indirectly, of the management of this company.¹

The following:



FULL NAME OF THE BENEFICIAL OWNER	IDENTIFICATION	NATIONALITY	CONTROL (%)

4. That the directors, members of the Board of Trustees (for foundations) or members of the Board of Directors (for associations) are:

NAME OF DIRECTOR	PP/LP	IDENTIFICATION	NATIONALITY

In the event that any of the aforementioned directors, trustees or members of the board of directors are legal persons, state the name of the physical person appointed by the legal person director:

COMPANY	NAME OF DIRECTOR	IDENTIFICATION	NATIONALITY

In witness whereof, this document has been issued for all required purposes.

In (...), on (...) [day] (...) [month] (...) [year]