

ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACTING OF GPS TRACKING DEVICES

1. BACKGROUND

The International Foundation for Administration and Public Policies (FIIAPP F.S.P) is a foundation of the State public sector whose activities, characterised by the absence of profit and the pursuit of the general interest, is framed in the field of international cooperation aimed at the institutional modernisation, for the reform of Public Administrations and the attainment of democratic governance.

That, in order to its foundational purposes, the Foundation FIIAPP, F.S.P was awarded by the European Union with the project FIIAPP F.S.P internal reference number 377-677. This Project, which started on 2nd of January 2017, has a duration of 48 months. The overall objective of the project is to enhance co-operation and capacity building to address drug-related organised crime along the heroin Route.

2. CONTRACTING AUTHORITY

The contracting authority may be, according to the bidding budget, in the case of fixed price contracts more than €100,000, the Director of the International and Ibero-American Foundation for Administration and Public Policies FIIAPP F.S.P.

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 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, it holds the status of a 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, and who are not subject to the prohibitions, as listed in section 1 of Article 71 of the Public Sector Contracting Law 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 F.S.P. 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 F.S.P. requires the provision of GPS tracker devices and associated software to enable technical surveillance of vehicles.

It is the object of the contract to identify an adequate supplier of ICT and Mobile Data systems that can provide GPS tracking devices, associated software, provision of adequate training and written Standard Operating Procedure and deliver to our offices in Georgia, Ukraine, Tanzania, Kyrgyzstan and/or Pakistan.

6. DESCRIPTION OF THE SUPPLY

The different proposals of GPS Tracking Devices must comply, with the requirements specified in the technical specification.

The Project identified a first need for the delivery of 5 devices to Tbilisi (Georgia) and training in English of basic use in the same country.

NB: this is a demand-driven project. A first need is identified but we can't assure there will be more needs in the future.

7. TENDER BUDGET

The maximum budget of this tender will be the ONE HUNDRED THOUSAND EUROS (100.000 € with no taxes included).

The maximum budget for this first need is TWENTY-FIVE THOUSAND EUROS (25.000 €)

This figure represents the maximum budget.

The Project is a demand-driven project. Therefore, FIIAPP F.S.P. doesn't guarantee the implementation of the maximum budget.



8. TERM OF THE CONTRACT

The provision of the supply will take place from the formal execution of the contract the end of the project implementation (31/12/2020).

The FIIAPP F.S.P. reserves the right to terminate the contract at any time if it should not be satisfied with the requested supply.

9. WARRANTIES

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

The guarantees 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 this contract, the FIIAPP F.S.P. shall undertake a negotiated procedure in which at least three companies authorised for the purpose of the contract will be invited to submit a bid, when possible.

11. PRESENTATION OF PROPOSALS

In order to participate in this tender, the bidder must submit, at the Registry of the FIIAPP F.S.P., located at C/ Beatriz de Bobadilla 18-4^o, Madrid, before 12:00 p.m. on **8th of February 2019**, the bid that they propose, in three sealed envelopes. The envelopes will be sent to Legal Advice and 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 mail or courier, the tenderer must justify the mailing date at the Postal Office and must inform the FIIAPP F.S.P. that a bid has been sent by sending proof of delivery by fax to +34 91 535 27 55, by telegram sent on that same day, or by sending an e-mail to juridico@fiiapp.es. If both requisites are not met, the bid shall not be admitted if it is received at the FIIAPP F.S.P. after the end of the period 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 who 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 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. Or through registration in the Official Registry of Bidders and Classified Companies of the Public Sector

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 Contracting, 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 Organisation 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).



2. Solvency:

- Economics accredited by (choose option):
 - 1: the tenderer's annual turnover
 - 2: the annual turnover in the area to which the contract refers,

which refers to the year with the highest turnover in the last three concluded years, depending on the date of incorporation or commencement of activities for the entrepreneur and the presentation of bids, for an amount equal to or greater than the amount calculated as 1.5 of the estimated annualised budget, in this case, 180.000 €. In the event that it is not possible to compute an entire year, due to the date of incorporation or commencement of the entrepreneur's activities, the turnover to be credited will be the result of dividing the previous amount by 12 and multiplying it by the number of whole months the entrepreneur has been active.

- Technical: will be accredited by submitting certifications that demonstrate at least 5 years' experience as a supplier of this type of supplies.

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

Moreover, envelope No. 2 for the subjectively evaluable criteria must include a copy of the documentation for the technical proposal 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.- Objective 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.

If the documentation that, according to the Administrative Terms and Conditions, should be included in envelope No. 2, is included in a different envelope, this will be grounds for exclusion from the contracting procedure.

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

- **Common aspects**

- 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 F.S.P. 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, said Committee shall meet to previously qualify the documents submitted in the appropriate 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, to 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:	General Secretary: Inmaculada Zamora Martínez
Members:	1. Member of the Legal Advisory Department: Sonsoles de Toledo. 2. Financial Project Manager: Ivan Sella. 3. Project member: Maria Gastón.
Secretary:	Director of the corresponding area: Mariano Guillen-Oquendo

15. OPENING OF THE OBJECTIVE PROPOSAL

The envelope with the financial proposals of the various bids will be opened by the Contract Award Committee in a public session on **March 1st 2019** at 12:00 p.m. at the headquarters of FIIAPP F.S.P.

16. EVALUATION OF THE PROPOSALS

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

OBJECTIVE ASPECTS	75
1. Price	50
2. Detailed schedule of delivery: most timely effective (Estimated delivery time = 15 days)	25
- Delivery in 10 days	10
- Delivery in 5 days	15
- Delivery in less than 5 days	25
SUBJECTIVE ASPECTS	25
3. Detailed training program: more complete training program	25

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

The formula used will be the following:

Price (Box A):

- 1: Best financial bid: maximum score (50 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 $\frac{\text{Maximum score}}{\text{Application base}}$

-Scores will be given according to the evaluation of the various objective criteria appearing in the table.

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 15 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 F.S.P. 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 Maria Gastón as the person in charge of the contract, 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 attributed to 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 F.S.P. 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 2014/24EU 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 by months in arrears, subject to an invoice submitted by the successful bidder, thereby specifying the actions taken during the month and the time taken for the same, as well as the type of service provided (programming, design or data upload).

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 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 abreast of 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 fulfilment by the subcontracted company of 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

According to article 319 of the Public Sector Contracts Law, the effects and termination of the contracts concluded by the contracting authorities that do not belong to the category of Public Administrations shall be governed by rules of private law; without prejudice to the causes of termination of the contract established in articles 211, 306 (supplies) and 313 (services) of the Public Sector Contracts Law.



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25. COMMENCEMENT OF THE WORKS

The official start date of the work will be on formal execution of the contract.

ANNEX I. OBJECTIVELY EVALUABLE CRITERIA (ENVELOPE No. 2)

A. FINANCIAL PROPOSAL

FUNDACIÓN INTERNACIONAL Y PARA IBEROAMÉRICA DE ADMINISTRACIÓN Y POLÍTICAS PÚBLICAS

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:

“5 GPS TRACKING DEVICES”

Called by the International and Ibero-American Foundation for Administration and Public Policies, states the following:

Devices						
Product	Description		Number of units	Maximum total cost	Price per unit	Total price
Tracking devices	Description of devices and other services included		5	25.000 €		
TOTAL before taxes						BOX A
Taxes (if applicable)						
TOTAL						

(Indicate the price and the VAT separately. Presentation without disaggregating the price and VAT will result in the economic bid being excluded.)

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

Signed:



B. ADDITIONAL AUTOMATIC TECHNICAL CRITERIA

AUTOMATICALLY QUANTIFIABLE TECHNICAL CRITERIA	OFFER DECLARED BY THE BIDDER (*)
Detailed schedule of delivery: most timely effective (Estimated delivery time = 15 days)	

(*) The bidder shall include the declarations the section refers to in the right column, clearly stating the offer to be evaluated automatically. If a certain aspect is not offered, "NOT OFFERED" must be included in the corresponding section of the right column. **Non-compliance with data will be grounds for exclusion.**



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 abreast of 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

If 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]