

## **ADMINISTRATIVE AND TECHNICAL SPECIFICATIONS FOR THE CONTRACTING OF THE WEBSITE**

### **1. BACKGROUND**

SOCIEUX+ is the extension (2017-2020) of SOCIEUX -EU Expertise in Social Protection-, which started operations in January 2014 and is now recognised as an effective and flexible cooperation instrument in facilitating technical assistance in social protection, mostly by experts coming from the EU Member States (MS) Public Administration. SOCIEUX+ now includes labour and employment and will foster its outcomes by combining:

- Short-term technical assistance actions
- Knowledge development based activities, among others, on capitalisation of action results carried out in the framework of the facility

### **2. CONTRACTING AUTHORITY**

According to the Contracting Manual of the FIIAPP, P.S.F. (Public Sector Foundation), approved by its Board of Trustees, the contracting authority will be meeting the budget, and according to the stipulation fifth c), the General Secretary.

### **3. LEGAL SCHEME 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 the same will follow the procedures set forth in FIIAPP's internal contracting instructions, in application of Article 3.3.b) of Legislative Royal Decree 3/2011 of 14 November, which approves the Recast Text of the Law on Contracts of the Public Sector, as an entity of the public sector due to its legal nature and due to the contracts that it enters into.

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

### **4. CAPACITY TO CONTRACT**

All physical or 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 60 of the TRLCSP 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. Wherefore, the regulations contained in Chapter II of Title II of Book I of the TRLCSP will be taken into consideration.

## **5. PURPOSE OF THE CONTRACT**

For SOCIEUX+ start-up, a new website is to be developed as a main tool for promoting the Facility, enable the registration of experts and the submission of requests. The site will contain sections such as information on the facility, most updated news, an image gallery a media section, clippings, etc. Beyond its communication role, it will also serve as a platform and/or entry point for selected knowledge development tools.

The FIIAPP, P.S.F., requires the contracting of a facility that provides the following objectives:

### **Objectives of the website**

- **Communications and Visibility:** The website will act as a communication tool to inform on the SOCIEUX+ Facility functioning, event and ongoing actions in order to:
  - a) Ensure its visibility and raise awareness on its achievements and ongoing actions and,
  - b) Promote it among its main target groups (experts and collaborative institutions in the EU MS and partner institutions) and potential partners.
- **Knowledge Development (KD):** the site will also be used as a tool for collaboration between the SOCIEUX+ stakeholders for the sharing of knowledge and information around social protection, labour and employment to the public.

Note: The KD component of the facility is to be further defined by the Partners, the Team Leader and the future Knowledge Development Officer.

## **6. DESCRIPTION OF THE SERVICE**

### **6.1. Task**

SOCIEUX+ seeks a web development company or freelance with relevant expertise to design and construct a comprehensive website that offers a visible web presence for the Program and can be build-up for to support or implement its knowledge development activities. The selected platform and ICT solutions to be proposed need to be sufficiently flexible and enable innovation in communication and interaction. (Please see point 7. Technical requirements and design).

The present contract specifications have the objective of presenting the main features and technical needs required from the website and a contents proposal for its Communications and Visibility Component.

## 6.2. User Groups/Audiences

The intended users of the website include, but are not limited to, the following:

### European Institutions:

- EU institutions active in the areas of social protection, labour and employment;
- European Commission and EU agencies and/or bodies that have international stakes in promoting and developing social protection, labour and employment agendas such as:
  - DG Employment, Social Affairs and Inclusion (other than member of SOCIEUX+'s Steering Committee);
  - European Economic and Social Committee;
  - [EU] Social Protection Committee; [EU] Employment Committee
  - EU international cooperation programs involved in related fields (e.g. EU-SPS, TAIEX, EUROSociAL, MIEUX and ASSIST);
- European Commission and European External Action Service, including geographic services, especially the EU Delegations.

### EU Member States:

- EU Member States' public institutions and mandated bodies dealing with social protection, labour and employment (e.g. Ministries of Labour, Social Affairs, Health and Education, Social Protection funds and administrations, independent and/or mandated organisations, and equivalent regional bodies) at policy and/or implementation level;
- Social protection, labour and employment civil servants as experts that could be mobilised and their administration and supervisors;
- Other experts from civil society, private sector, social partners and academic institutions; retired or active.

### Partner countries:

- Public authorities and mandated bodies at national, regional and local levels in the partner countries dealing with of labour, employment and social protection;
- Central governments, ministries, government bodies, mandated bodies implementing social policies. A non-exhaustive list includes social protection agencies, public employment services, labour inspectorates, local or regional authorities in charge of the provision of employment and social services, social partners (employers' and workers' organisations);



- Social protection, labour and employment public employees or servants and their institutions that could potentially participate in triangular cooperation with EU experts and/or institutions;
- Other experts from partner countries, civil society, private sector, social partners and academic institutions when necessary or relevant.

Other stakeholders:

- Civil society including labour and employment stakeholders, social partners such as employers' organisations and unions, lobbying and non-governmental organisations at local and EU-level;
- International and European organisations and networks (e.g. ILO, ISSA, OISS, MISSCEO, ESIP, WAPES, CESES, Board of SS Organisations);
- Research groups (DIE, IDS, etc.), academia;
- Regional Organisations (OEA, African Union, UNICEF, ADB);
- International NGOs (HelpAge, SOLIDAR, etc.).

### **6.3. Contents / web map**

The following content proposal is to be further developed (appealing titles of sections, etc.).

1st layer (this means the horizontal main menu)

- Home (newsletter, recommended news, other);
- About SOCIEUX+ (who we are, how we work, timing). Includes reference to team members;
- Countries / where is SOCIEUX+:
  - Interactive map with countries (infographics)
  - Actions/projects. Past, present and upcoming actions
  - Access to fill requests
- How to get involved with SOCIEUX+:
  - Work with us: guides, publication of ToREx, access to fill expert rooster, call for collaborative institutions to join SOCIEUX+
  - Submit your request: guides, access to fill request forms

These sections will be properly highlighted:

- Related links (EuropeAid, Consortium members, appropriate Social Protection Networks/research institutes).

2nd layer (a less important menu, normally in smaller letters above the main menu)

- Press room (news, newsletters, interviews, articles)
- Contact

Other features:



- External access for experts and institutions through a link to the SOCIEUX+ Project Management Tool (PMT)<sup>1</sup>.
- Electronic Newsletter. The aim of the electronic Newsletter is to inform the readers about the progress of SOCIEUX, new initiatives, development of actions and other news of specific interest. The Newsletter will mainly “feed itself” from the contents of the web. External stakeholders will be encouraged to participate to the Newsletter with articles & opinions and news in order to highlight success stories and case studies. Apart from being accessible from the SOCIEUX+ webpage, the Newsletter will be distributed by email.
- The web developer will design a generic template for the Newsletter and a specific layout for each of the Newsletters during the life of the project, up to a total of 12. The service includes the emailing of the Newsletter approx. 1500 contacts
- Other possibilities, such as having a blog, a private area and/or a library on social protection and employment will be discussed at a later stage (these details are not necessary to start the construction of the website).

#### **6.4. Technical requirements and design**

The design of the SOCIEUX+’s website will be based on three principles: content oriented, centred on the user, and simplicity. The aim is to make information available and readable across different devices and different bandwidths. The requirement for a simple design (clear layouts, app-style interfaces, design focusing on typography, less decoration, flat colours) responds to the need to adapt webpages to mobiles with inferior provisions from the non-western market (i.e. partner countries).

The web developer will be required to create (design, develop, test and implement) a web platform within the designated timeline, which meets the following:

##### **a) Criteria:**

- Interactive, appealing, highly usable and responsive web design. The design and solution must be easy to use
- Average site load-time should be reasonable
- Search engine friendly
- Able to render appropriately on a wide variety of different browsers
- The website should be designed to ensure accessibility, including users who have difficulty seeing and hearing
- The web is independent (no external participation to the web itself)

##### **b) Technical issues**

- Open code programming

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<sup>1</sup> SOCIEUX+ Project Management Tool (PMT) is a web-based project management solution, which holds the Facility’s database of experts, contacts and actions. It is hosted in the server of the Facility’s headquarters in Brussels

- Type of content:
  - Text: yes;
  - Video & images: yes;
  - Event agenda: yes;
  - Online purchasing: no;
  - Blog: tbd;
  - Private area: tbd;
- Contents:
  - Number of pages (aprox.): determined by contractor;
  - Images, videos: provided by contractor;
  - Translation: provided by contractor;
  - Texts will be provided in 3 languages;
  - Infographics: to be provided by web developer
- Design under professional (paying) template
  - Visual identity of the project available (logo, images, name, etc.): yes
  - Languages. The SOCIEUX+ website will be published in EN, FR, and ES
- Video/image library to be uploaded on other websites: yes
- Social network integration (i.e. Facebook, Twitter, Youtube, Vimeo, Slideshare): yes
- SEO management: yes
- Hosting: provided by web developer

## 7. CONDITIONS TO BE COMPLIED WITH WHEN PROVIDING THE SERVICE

### 7.1. Phases of the project, content management & maintenance

#### Phase I. Design and set up of communications component

##### **Phase I.a**

- Graphic design and technical set-up of the website's basic structure
- Completion of main pages in EN language

Mostly refers to static project information pages, interactive map, an overview of finalized actions, information on current actions, information and links for experts and partner institutions to engage, integration of social media, pre-setting of future Newsletter.

Deadline: 3-4 weeks as from signature of contract

##### **Phase I.b**

Technical set-up of main pages in FR and ES. Uploading of contents.

4 weeks since finalization of Phase I.



During the complete Phase I, which coincides with the technical set-up of the website, all uploading of texts and images, testing and removing information will be undertaken by the web developer. Afterwards, the system should allow authorized project staff (or appointed personnel) to edit and update the website including the ability to create, remove, edit and publish content.

## **Phase II. Set up of Knowledge Development (KD) component**

As from finalization of complete Phase I.

This phase refers to the design and technical development of the KD component of the site. As the functionalities and contents of this component are not yet defined the contract will offer a maximum of working hours.

The bidding web development companies or independent consultants are invited to include technical and financial proposals based on their experience in knowledge development.

Amount of hours estimated for the development of the KD component: 200h until the end of the project (46 months).

## **Phase III. Maintenance and potential future features**

SOCIEUX+ will be active until December 2020. A number of hours must be taken into account for both:

- the basic maintenance of the web and
- the development of potential future functionalities not included in the previous sections

Maximum amount of hours for maintenance and potential future features: 800h (200h/year) until the end of the project (46months).

### **7.2. Supervision & contact**

The Knowledge Development Technician and/or the Communication Technician and the Team Leader will primarily carry out supervision and contact for the web developer (for the initial Communication component).

### **7.3. Content Management & maintenance**

- During a first design phase during the technical set-up of the website the content management (i.e. updating and uploading texts and images, removing information, expanding features) will be undertaken by the web developer.



- The first phase refers to the period until the website is officially launched and officially online.
- Afterwards, the system should allow authorised project staff (or appointed personnel) to edit and update the website including the ability to create, remove, edit and publish content. The Team Members responsible for this task will receive specific training.

## **8. TENDER BUDGET**

The maximum budget of this tender will be the following:

Phase I, II and III      65.000€ without VAT

This is without prejudice to the fact that throughout the Program, additional hours may be agreed for web maintenance as indicated in the Bidding Documents.

This figure represents the maximum budget, which will determine the exclusion of any bid submitted for a higher amount.

## **9. CONTRACTUAL TERM**

Provision of the service will take place for the period of until the end of the project as from formal execution of the contract.

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

## **10. PROCEDURE AND FORM OF AWARDING THE CONTRACT**

In accordance with the Internal Contracting Instructions of the FIIAPP, P.S.F., when it concerns contracts not subject to harmonised regulation, with an estimated amount of equal to or greater than 20.000 Euros but less than 300.000 Euros the procedure applicable is the competitive negotiated procedure. In this case, the FIIAPP, P.S.F., will publish an announcement on its web page in the contracting party's profile, without prejudice to other, additional publicity mechanisms that the FIIAPP, P.S.F., could deem appropriate.

For the award of these contracts, the FIIAPP, P.S.F., 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



headquarters of the FIIAPP, P.S.F., located at C/ Beatriz de Bobadilla 18-4º de Madrid, and **before 12:00 p.m. on 17th April 2017**, the bid that they propose, in three sealed 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.

In the event that the bid is sent by mail, the tenderer must justify the mailing date at the Postal Office and must inform the FIIAPP, P.S.F., before the deadline above mentioned, that a bid has been sent by sending a fax to +34 91 535 27 55, by sending a telegram that same day or by sending an e-mail sent to [juridico@fiiapp.org](mailto:juridico@fiiapp.org). If both requisites are not met, the bid will not be admitted if it is received at the FIIAPP, P.S.F., 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 proved by:

##### a) 1.1 Spanish Proprietors.

*Companies with a 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 or proof of establishment as independent freelance workers 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).

1.4. Physical persons (Freelance)

Identification document

The capacity to act will be proved by the document issued by the Tax official registry in the referred business activity.

b) Documents that prove representation:

The person with power of representation must accompany a copy of his powers, notarially or administratively, together with his National Identity Document or, as the case may be, the document that replaces them.

2. A **statement of compliance** with having the full capacity to act and of not being subject to the prohibitions to contract provided for in Article 60 of the TRLCSP (Appendix II).

3. **All legal persons** who wish to tender must attach the following documentation for **the identification of the beneficial owner** (Articles 3 and 4 of the Money Laundering Prevention Act, Law 10/2010, of 28th April).

Identification of the natural person(s) who ultimately possesses or controls, directly or indirectly, more than 25% of the capital or the voting rights of the legal person, or who, through other means, exercises direct or indirect control of the management of the legal person. An exception is made for companies listed on a stock market regulated by the EU or by equivalent third countries (APPENDIX III).

#### 4. Solvency:

- Financial, proved by an annual turnover figure of no less than two times the maximum tender budget (130,000 Eur). This figure will be proved by submitting a copy of the annual financial statements corresponding to 2015 and 2016.

#### B. Envelope No. 2. Technical proposal

Technical offer requirements are detailed in points 6 and 7 related to description and service conditions.

**Financial data will not be allowed in the technical proposal, which will be cause for exclusion.**

#### C. Envelope No. 3. Financial proposal

Financial bid, according to the model included as Appendix 1, thereby showing the VAT separately.

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

#### ➤ Common aspects of the administrative, technical and financial proposals.

The proposals must be drafted in the English or Spanish language.

Proposals that may contain omissions, errors or cross-outs that prevent a clear understanding of what the FIIAPP, P.S.F., 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.

**All documents that may be submitted must be originals or certified photocopies, except for the receipt of the provisional guarantee, which must necessarily be the original.**



**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 previously 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 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 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 about definitive admission of the tenderers in view of the received corrections.

### **14. CONTRACT AWARD COMMITTEE**

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

Chairman: General Secretary

Members: 1. Head of the Area of Economic Management  
2. Director of Public Administrations and Social Affairs  
3. Technical of the Project

Secretary: Head of Legal Advising

### **15. OPENING OF THE FINANCIAL PROPOSAL**

The envelope with the financial proposals of the various bids will be opened by the Contract Award Committee in a public session **on 25th of April at 12 p.m. at the headquarters of the FIIAPP, P.S.F.**

## 16. EVALUATION OF THE PROPOSALS

The submitted proposals will be evaluated according to the financial (to be completed according to model Annex I) and technical bid.

For weighing the technical proposal,

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

For weighing the financial proposal, the total estimate of each company will be assessed.

**The formula used will be the following:**

<b>1. FINANCIAL PROPOSAL</b>	<b>40</b>
1. Phases I, II and III	40
<b>2. TECHNICAL PROPOSAL</b>	<b>60(*)</b>
Technical proposal including aspects detailed in point 6, most specifically:	40
<ul style="list-style-type: none"> <li>Technology to use and justification (use in browsers, search engines, load-time, flexibility)</li> </ul>	10
<ul style="list-style-type: none"> <li>User journey description including interactivity, accessibility and language change</li> </ul>	10
<ul style="list-style-type: none"> <li>Proposal for Newsletter and mass emailing system</li> </ul>	10
<ul style="list-style-type: none"> <li>Website general architecture proposal</li> </ul>	10
Brief graphic design proposal	10
Previous knowledge and links to samples of previous websites.	10

(\*) The minimum score of the technical proposal for consideration of the bid

is 45 points

- 1: Best financial bid: maximum score (40 points)  
All other bids  
$$\frac{\text{Application base}}{\text{best bid}} \times \text{maximum score} \times \frac{\text{Bid being assessed}}{\text{best bid}}$$
- 2: Application of the criterion of proportionality.  
$$\frac{\text{Financial assessment}}{\text{Application base}} \times \text{maximum score} \times \frac{\text{Maximum score}}{\text{Application base}}$$

## 17. AWARD OF THE CONTRACT

The contract is concluded by the appropriate award of the contract 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 a maximum period of 7 days as from opening of the sealed envelopes in a public session.

The award of the contract will be notified to the tenderers in writing via the fax or e-mail provided.

## 18. FORMAL EXECUTION OF THE CONTRACT

The document of formal execution of the contract will be executed within the maximum period of seven days as 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, P.S.F., 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.

## 19. GOVERNING RULES

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

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





- The provisions set forth in Law 50/2002, on Foundations.
- The provisions set forth in Royal Legislative Decree 3/2011 of 14 September, approving the Recast Text of the Law on Contracts of the Public Sector.

The failure to know any of the terms of the contract, of the documents attached with the same or of the instructions, specifications or rules of any kind issued by the FIIAPP, P.S.F., that may be applicable to performance of the agreement will not relieve the proprietor from the obligation of compliance therewith.

## **20. PAYMENT SCHEME**

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).

## **21. SUBCONTRACTING**

The activities, object of this contract, must be executed directly by the successful company. Exceptionally, the FIIAPP, P.S.F., 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 210 and 211 of the LCSP. Acceptance must be express. It will be an essential requisite that the subcontractor company be current in all payment obligations regarding taxes and social security.

The successful company will be liable to the FIIAPP, P.S.F., 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.

## **22. OWNERSHIP OF THE WORK PERFORMED**

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

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 of the same without the express, written authorisation of the FIIAPP, P.S.F. In any event, the successful bidder will be liable for the damages that may be derived from a breach of this obligation.

## **23. TERMINATION OF THE CONTRACT**

The causes for termination of the contract are those set forth in Articles 223 and 237 of the TRLCSP.

## **24. START OF WORK**

The official start date of the work will be the day after the contract is formalized.



**FIIAPP**

COOPERACIÓN ESPAÑOLA



## APPENDIX I.

### FINANCIAL PROPOSAL

Mr/Ms....., of full legal age, a resident of..... and holder of D.N.I. [National Identity Document] No....., on behalf of or representing the company, ....., with its registered address at ..... and holder of NIF [Tax ID No.] ....., in order to participate in the call for tenders:" CONTRACTING OF THE WEBSITE"

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

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

Professional fee: €.....

21% VAT: €.....

Total: €.....

(Indicate the price and the VAT separately. Submitting a bid without having separated the price and VAT will mean exclusion of the financial bid.)

In.....,  
on.....[day].....[month] 2017. Place, date  
and signature of the tenderer)

## APPENDIX II.

### STATEMENT OF COMPLIANCE

Mr/Ms ....., holder of D.N.I. ...., acting in representation of ....., holder of C.I.F. .... 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 makes this **STATEMENT OF COMPLIANCE**, for the purpose of the provisions set forth in Article 146.1 c) of the Recast Text of the Law on Contracts of the Public Sector (hereinafter, the 'TRLCSP'), approved by Legislative Royal Decree 3/2011 of 14 November:

- My client is not subject to any cause of prohibition to enter into contracts with the public sector in accordance with the provisions set forth in Article 60.1 of the TRLCSP.
- I am current in compliance with all tax and social security obligations imposed by provisions in force, without prejudice to undertaking to provide proof of such requisite before formally executing the contract, in accordance with the General Specifications according to which contracting is governed, if my client is awarded.

In....., on..... [day].....[month] 2017.

(Place, date and signature of the tenderer)

Signed:

Fdo:.....

## APPENDIX III (Envelope Nº 1)

### Statement of compliance for legal persons

Mr/s ....., holder of N.I.F....., acting as CEO and sole director of ....., holder of N.I.F ....., 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,

HEREBY CERTIFIES

1. That the data set out in the documentation provided to comply with the formal identification obligation established in Article 4 of the Regulation of Act 10/2010 are true and accurate, and all this information remains 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



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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.<sup>1</sup>

☐

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] (...) 2017