



ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACTING OF THE PROVISION OF MEDIA MANAGEMENT SERVICES

Ref.: 10/18/ARAP

1. BACKGROUND

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.

According to its mission, the Foundation has been awarded the Delegation Agreement "Accountability, Rule of Law and Anti-corruption Programme - ARAP" funded by the European Union.

The overall objective of the programme is to promote good governance in Ghana by reducing corruption and improving accountability and compliance with the rule of law, particularly when it comes to accountability, anti-corruption and environmental governance.

2. CONTRACTING AUTHORITY

The contracting authority may be, according to the bidding budget, in the case of fixed price contracts of more than 100,000 Euros, 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

The FIIAPP F.S.P. requires the contracting of the provision of printing, digital and broadcasting media management services under ARAP project, to be delivered to both the project coordination Unit based in Accra, and the Ghanaian project stakeholders in different regions inside Ghana, which will be defined during the project implementation.

The contractor will be responsible of all shipping and delivery expenses, including duties when applicable.

6. DESCRIPTION OF THE SERVICE

ARAP project is supporting the main programme stakeholders with the provision of media management services (presence in regional, national and international media and news dissemination), for the roll out and development communication, visibility and public education components of the programme.

Products to be delivered within this contract must follow the guidelines established in the Technical Specifications under the coordination of the Civic Education Expert.

Performance of the contract will comply with the conditions detailed in the Particular Administrative Conditions and the Technical Specifications, which are contractual in nature, wherefore they must be signed by the successful bidder in witness whereof, in the same act of formally executing the contract.

7. TENDER BUDGET

The budget line for this contest is of a maximum of 290.000 Euros for all project implementation.



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The tender budget is considered as a maximum, not being FIIAPP F.S.P. obliged to contract that maximum amount, which will depend on actual project needs.

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

The products related with this tender and listed in Clause 3.b. of the Technical Specifications. The products not included in that list will be determined and agreed during the implementation of the project.

8. TERM OF THE CONTRACT

The provision of the service will take place from the signature of the contract until the end of the Project implementation.

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

9. WARRANTIES

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

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

The guarantee above required may be provided in one of the following ways:

- a) In cash, or in Public Debt securities. The cash or Public debt will be deposited in the “Caja General de Depósitos” or in its branches within the Delegations of the Spanish Ministry of Economy and Finance, in the form and with the conditions that the norms of development of the LCSP establishes.
- b) By bank guarantee, provided in the form and conditions established by the norms of development of the LCSP, by any of the banks, savings banks, credit cooperatives, financial credit institutions and reciprocal guarantee societies authorized to operate in Spain. The bank guarantee must be presented in the Register of FIIAPP F.S.P..
- c) By a bond insurance contract, executed in the form and conditions established by the implementing regulations of the LCSP, with an insurer authorized to operate in the sector. The certificate of insurance must be delivered in the Register of FIIAPP F.S.P.

In case the selected company does not present the required guarantee, the contract shall not be signed and the tender will be awarded to the next selected company.

10. PROCEDURE AND FORM FOR AWARDING THE CONTRACT

For the award of these contracts, 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 18-4º, Madrid, before 12:00 p.m. on **21th December**, the bid that they propose, **in two 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 and arap.ghana@fiiapp.org. 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, (**Annex 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 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. 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.

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:

- Financial capacity 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 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, 217.500Euros.

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 capacity: at least 2 previous works (understanding as work finalised) provided to an International Organization or public or private companies. The works will be justified by the presentation of a certificate signed by the Legal Representative or by the said International Organisations.

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.- Objectively evaluable criteria

This envelope will include:

- Institutional Profile: please highlight in it the expertise according to the evaluation criteria (point 16).
- 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 this 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 of the proposals**

- The proposals must be written in Spanish or in English.
- 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.

When notarial documentation is provided, 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: Inmaculada Zamora (Secretary General)

Members: 1. Sonsoles de Toledo (Member of Legal Department)
2. Sonsoles de Juan (Economic Manager of the Project)
3. Olga Garcia-Pozuelo (Project Manager)

Secretary: Mariano Guillen (Direction of Justice and Home Affairs Unit)

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 **January 10th 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 EVALUATION CRITERIA	100 POINTS
1	Price (Annex 1)	40 points
2	Range of partnerships and collaborations with media houses (<i>3 points for each partnership/collaboration - media house</i>)	30 points
3	Proven expertise in delivering similar services for other institutions (<i>3 points for each relevant client contracting similar services within the past 5 years</i>)	30 points

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

The formula used will be the following:

Price:

- 1: Best financial bid: maximum score (40 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 $\frac{\text{Maximum score}}{\text{Application base}}$

Criteria 2 and 3

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 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 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 Ms. Olga García-Pozuelo 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 2014/24/EU 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 after every assignment, subject to an invoice submitted by the successful bidder, once validated and approved by ARAP Coordination Unit.

Payments will be made in Euros by bank transfer.

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



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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.

25. COMMENCEMENT OF THE WORKS

The official starting date will be the following day to the contract formalization.

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

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:

"Provision of media management services"

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

****Indicate the price without VAT.***

**** Indicate the price of the unit of each product. TOTAL price does correspond to the sum of unit of each of the requested products and not correspond to the total budget of the tender.***

PRODUCT	DESCRIPTION	PRICE OF PRODUCTS*
Media presence: Buying and management of slots and spaces in national and regional media (print, digital and broadcast) covering ARAP Programme and activities.	One full page advertising on national newspaper (e.g. Graphic news, etc.)	
	One minute public service announcement on national TV in prime time	
	One minute public service announcement on regional TV in prime time	
	One minute public service announcement on national radio	
	One minute public service announcement on regional radio	



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Adaptation and dissemination of media products: Support and lead – when requested – the adaptation of technical reports and documents into accessible media products (articles, press releases, media briefs, soundbites, etc.) tailored to Ghanaian media.	Development of a 10 press releases	
	Dissemination and placement of a press release on 5 national newspapers (both print and digital)	
Dissemination of ARAP news on Ghanaian media: Support and lead - when requested - in planning, coordination, scheduling and logistics, for press briefings, roundtables, major conferences and seminars, public or broadcast appearances, and other communications-related activities sponsored by ARAP or any of the ARAP Stakeholders.	Organisation of one press conference attended by all major media houses (print, broadcast and digital)	
Media monitoring: lead the monitoring of media (print, digital and broadcast) of relevant topics for the programme and mentions of ARAP in national, regional and local media.	Media monitoring and issuing of one daily alert and a weekly report of media mentions of ARAP	

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 (*)
partnerships and collaborations with media houses (<i>3 points for each partnership/collaboration - media house</i>)	
Proven expertise in delivering similar services for other institutions (<i>3 points for each relevant client contracting similar services within the past 5 years</i>)	

(*) 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.

ANNEX 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:

ANNEX 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]