



## **ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACTING OF A CONSULTANCY TO PROVIDE COACHING SERVICES FOR THE STRENGTHENING OF THE INTERNAL MANAGEMENT SYSTEM OF THE FIIAPP TEAM FOR THE EU-ACT PROJECT**

### **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 2<sup>nd</sup> 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 of up to €100.000, the General Secretary 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 object of the contract is the contracting of a consultancy for the provision of coaching services for the strengthening of the internal management system of the FIIAPP team in charge of the operation of the EU-ACT Project with offices in Madrid (Headquarters), Ukraine (main field office), Kyrgyzstan, Georgia, Tanzania and Pakistan.

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

The required services respond to two aspects: that of interpersonal relationships among team members, and the outlining of the roles, tasks and responsibilities of the members of the management team to promote harmony and coordination, and to strengthen and improve the interpersonal relationships and team roles. It requires an in-depth analysis of the situation and the proposal for improvements to achieve both objectives. It is essential that the analysis is carried out using a gender-balanced approach methodology by an Expert on the subject.

The implementation of the proposed improvements and measures will be studied, and may be subject of further implementation if the total cost of the service doesn't exceed the maximum budget allocated.

The number of individual and group coaching will be established jointly with the contracted company. Initially, a diagnosis phase will be elaborated with an analysis of the project management team, incorporating the inputs of the FIIAPP Directors in Madrid. The project management team is composed by three people:

team leader (TL), project deputy (PD) and project manager (PM). The first two people are based in Kiev and the third one is based in Madrid. There are two FIIAPP Directors in charge of this project are based in Madrid.

During the diagnosis phase, the ability of the team members to change will be assessed. The diagnosis phase will cover team members based in Madrid and Kiev.

As a result of the consultancy, it is expected to have:

1. A report with conclusions, recommendations and measures for improvement of both situations (Diagnosis report).
2. New drafted and agreed system of internal communication and outlined responsibilities among members of the project management team (Internal communication and working system).
3. Training courses on leadership with a gender-balanced approach (Training courses).

## **7. TENDER BUDGET**

The maximum budget of this tender will be the THIRTY THOUSAND EUROS (30.000 € with no taxes included).

## **8. TERM OF THE CONTRACT**

The provision of the service will take place immediately after the signature of the service contract within:

- 30 days for diagnosis phase.
- 45 days for internal system definition phase.
- 90 days for the training phase.

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. 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.

## **10. PRESENTATION OF PROPOSALS**



**FIIAPP**

COOPERACIÓN ESPAÑOLA



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 **22<sup>th</sup> of May 2019**, 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](mailto: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.



## 11. 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, 9.375 €. 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 3 years' experience as a supplier of this type of services and that the company has, at least, an Expert in gender equality and gender-balanced approach analyses.

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.**

## **12. 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.

### **13.CONTRACT AWARD COMMITTEE**

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

Chair:	Director of Economic Management: Gemma Cosido Domingo
Members:	1. Member of the Legal Advisory Department: Sonsoles de Toledo. 2. Financial Project Manager: Ivan Sella. 3. Project member: Marta Galocha.
Secretary:	Director of the corresponding area: Mariano Guillen-Oquendo

### **14.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 **14<sup>th</sup> of June 2019** at 12:30 p.m. at the headquarters of FIIAPP F.S.P.

### **15.EVALUATION OF THE PROPOSALS**

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

OBJECTIVE ASPECTS		65
I. Price		50
II. Professional action in coaching services (minimum 3 years; 1 point per year from 4 <sup>th</sup> year; maximum 10 points)		10
III. Gender specialization (minimum 1 Expert specialized; 1 point per diploma in gender specialization with a minimum of 60 hours; maximum 5 points)		5
SUBJECTIVE ASPECTS		35
Detailed proposal for services:		
IV. Methodology		20
V. Adaptation to needs		15

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 (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.

## 16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. SYSTEM OF PAYMENTS**

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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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

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:

#### COACHING SERVICES FOR THE EU-ACT PROJECT

Called by the International and Ibero-American Foundation for 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:

Professional fee:

€.....

...% VAT:

€..... 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 (*)
Professional action in coaching services (number of years)	
Gender specialization (number of diplomas: title and hours)	

(\*) 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.<sup>1</sup>

☐ The following:

**FIIAPP**

COOPERACIÓN ESPAÑOLA



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]