

**Administrative Specifications for the Contracting of a Resident  
Twinning Adviser Assistant for the Project “Strengthening the  
capacity for Geospatial data management and interoperability of the  
National Cadastral Agency (NCA)”  
(BY 18 ENI OT 01 18)**

## **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.

In line with its foundational purposes, the Foundation FIIAPP F.S.P., was awarded by the European Commission, as a member of a consortium also composed of the Netherlands Cadastre, Land Registry and Mapping Agency (Kadaster), together with the Spanish Ministry of Finance (Directorate General for Cadastre), a Twinning Contract referenced BY 18 ENI OT 01 18 for the Provision of “Strengthening the capacity for Geospatial data management and interoperability of the National Cadastral Agency (NCA)” (the Project).

The overall objective of the Project is to enlarge the capacity of the National Cadastral Agency (NCA) in efficient and effective spatial data management in line with interoperability and harmonisation principles.

The Project shall facilitate the improvement the interoperable management of geospatial data in line with EU Technical Guidance to enable efficient and coordinated use of spatial data within NCA and other state organisations and local authorities for the land management and a wider range of purposes.

The Project was awarded for implementation to a consortium of three parts, specifically it is composed of the Spanish Ministry of Finance (Directorate General for Cadastre, the Netherlands Cadastre, Land Registry and Mapping Agency (Kadaster) and the International and Ibero-American Foundation for Administration and Public Policies (FIIAPP F.S.P.).

One Resident Twinning Adviser will reside in Minsk during the Project's implementation period. The Project's implementation period is twenty-four months starting on 1<sup>st</sup> April 2019.

## **2. OBJECT**

FIIAPP F.S.P. wishes to contract one Resident Twinning Adviser Assistant (from hereon in, the ASSISTANT) to work in Minsk alongside the Resident Twinning Adviser during the Project's implementation period.

The ASSISTANT will be contracted by FIIAPP F.S.P.

## **3. CONTRACTING AUTHORITY**

The contracting authority, in accordance with the contract of a maximum amount of no more than €100,000.00, is the Secretary-General of FIIAPP, F.S.P.

## **4. LEGAL SYSTEM AND COMPETENT JURISDICTION**

This current contract is private in character and will be governed by (due to FIIAPP F.S.P.'s legal nature as an international foundation and due to the contracts into which it enters in this capacity) the Title I of Book III of the Law 9/2017, of 8<sup>th</sup> November, on Public Sector Contracts by which the Directives 2014/23/UE and 2014/24/UE of the European Parliament and of the Council, of 26<sup>th</sup> of February of 2014, were transposed into national Spanish Law. In consequence of this law and pursuant to articles 3.1. e) and 3.3. b) therein, as a public-sector foundation, FIIAPP F.S.P. holds the status of contracting authority.

Pursuant to Article 27.2 of the Law 9/2017, of 8<sup>th</sup> November, on Public Sector Contracts, the civil courts shall have jurisdiction to resolve disputes arising between the parties regarding the effects, compliance and termination of private contracts. These courts shall also have jurisdiction to hear any disputes affecting the preparation and awarding of private contracts.

The present Terms of Reference have a contractual nature and contain the detailed conditions to which the final contract shall be adjusted.

The ignorance of the present Administrative Specifications, the contract, their annexed documents or instructions, or rules of any kind approved by FIIAPP and the Spanish Public Administration that can be applied in the implementation of the agreement shall not relieve the contractor from the obligation of compliance.

## **5. PROCEDURE AND FORM OF AWARD OF THE CONTRACT**

For the award of these contracts, the FIIAPP F.S.P. will undertake an open simplified procedure.

## 6. 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 **3<sup>rd</sup> of June of 2019**, the bid that they propose, in one sealed envelope. The envelope will be sent to Legal Advice and must indicate legibly, on the outside, the following:

- the name of the tender procedure and reference number for which the bid is being submitted,
- the signature of the bidder,
- the full name and capacity of the bidder
- the contact details of the bidder

## 7. FORM AND CONTENT OF THE PROPOSAL

The proposal must contain the following documentation:

### A. Identity document

**B. Declaration responsible** for having full capacity to act and not to be incurs in the prohibitions of hiring provided for in article 71 of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014, (**Annex II**).

### C. Tax Residency Certificate

### D. CV of the interested party

### E. Annex I filled out and duly signed

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

**All documents that may be submitted must be originals or certified 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.**

## **8.CERTIFICATION AND QUALIFICATION OF DOCUMENTS**

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

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 interested parties 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.

## **9. CONTRACT AWARD COMMITTEE.**

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

Chairperson:	Economic Management, Ms. Gemma Cosido
Members:	Legal Officer Advisor, Ms. Beatriz Moreno Pascual Project Manager, Mr. Pablo Ródenas Economic Manager of the Project, Ms. Esther Guijarro
Secretary:	Head of Department, Ms. Sonsoles Mories Álvaro

## **10.RESPONSIBLE OF THE CONTRACT**

The contracting authority designates Mr. Alejandro Bueno de la Fuente as the responsible for the contract to be supervised by its execution and to make the decisions and dictate the necessary instructions in order to ensure the proper performance of the agreed benefit, within the scope of faculties that those attributed.

## **11.CAPACITY TO CONTRACT**

Natural persons, with Spanish or foreign nationality, who have the full capacity to act and who do not fall under any of the conditions in the list "Prohibited to

Hire” in paragraph 1 of article 71 of the Spanish Law on Public Sector Contracts, shall be eligible for the award of this contract. For this purpose, the rules contained in chapter II of title II of book I of the Spanish Law on Public Sector Contracts shall be taken into consideration.

## **12. BUDGET LINE**

The fee for this contract will be a maximum amount of 36.000,00€ (thirty-six thousand Euros), not including VAT, paid in instalments of 1.500,00€ (one thousand five hundred Euros) once a month over the course of the Project implementation period.

The ASSISTANT will be responsible for covering any fee that may be applied by her/his payment service provider (and by intermediary service providers, if applicable) to the monthly fees paid by bank transfer.

## **13. DESCRIPTION OF THE SERVICES TO BE DEVELOPED.**

### **Main tasks**

- Provision of general support in terms of administrative assistance, office management, record keeping, budget and planning, correspondence and in the general management of the project, including arrangements for RTA establishment.
- Providing organisational and logistic support related to training, study tours and visits to the EU Member States and assisting the RTA in planning the visits (travel arrangements, accommodation and work) of the experts and other project participants.
- Assist the RTA in matters related to language communication.
- Support the RTA and maintain relation with the different institutions related to the Project:
  1. Provide relevant information and documents.
  2. Help arranging contacts or meetings.
  3. Attend meetings, draft and disseminate minutes of meetings.
  4. Translate and interpret when needed.
  5. Develop and maintain close working contacts and relations with BC officials involved in the Twinning, contacts at other beneficiary organisations and the Project Leaders.
- Assist the RTA identifying, contracting and monitoring translation, interpretation and other required services.
- Assist the RTA on issues related to the visibility of the project (identification, contracting, monitoring of providers and products).

- When required, assist the RTA counterpart, the short-term experts, and other foreign specialists involved in the project in matters related to language communication, contributing to translation efforts.
- Any other activity as required by RTA suitable according to competence required.

#### 14. CRITERIA FOR THE EVALUATION

The evaluation of the proposals will be made according to the table below:

##### a. Requirements (Please complete **Annex I**)

- University degree.
- Excellent command of English and Russian.
- Excellent drafting skills in English and in Russian and ability to understand and orally communicate unambiguous ideas in both languages.
- Working experience of at least 1 year using English/Russian in Technical assistance Projects.
- Availability to travel with overnight stays.

##### b. Merits (Please complete **Annex I**)

- Actions/knowledge on the use of technical terminology used in the cadastral field.
- Previous successful actions using English and Russian in Technical assistance Projects.
- Actions/knowledge in collaboration with the Belarus Public Administration.
- Actions working on English and Russian with European and/or international organisations.
- Advanced use of computer tools: MS Office
- Advanced use of computer tools: Google G suite
- Ability to interpret Spanish-Russian-Spanish.

##### c. The evaluation of the CVs will be made according to the table below:

Merits	Scale	Max. Score
Actions/knowledge on the use of technical terminology used in the cadastral field.	2 point per year of actions related	10

Previous successful actions using English and Russian in Technical assistance Projects.	4 point per year of actions related (minimum 1 year)	20
Actions/knowledge in collaboration with the Belarus Public Administration.	2 points per year of actions related	10
Actions working on English and Russian with European and/or international organisations.	5 points per year of actions related	20
Advanced use of computer tools: MS Office	10 points	10
Advanced use of computer tools: Google G Suite	10 points	10
Ability to interpret Spanish-Russian-Spanish.	4 points per year of actions related	20
<b>Max score</b>		<b>100</b>

## 15. REGULATORY PROCEDURES

The contract shall be governed by:

- The clauses contained in this specification.
- The Provisions of law 50/2002 of the Foundations and in the 1337-2005 RD of November 11st.
- The Provisions set forth in the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014.

The ignorance of the contract in any of its terms, of the documents annexed to it, or instructions, specifications or standards of any kind dictated by the FIIAPP F.S.P. which may have application in the execution of the agreement, shall not relieve the employer from the obligation of compliance.

## 16. DURATION OF THE CONTRACT

The contract will have a time of duration from its signature until the 1<sup>st</sup> April 2021.

## 17. PROPERTY OF THE WORK DEVELOPED.

The work carried out in any of sections will become the property of FIIAPP F.S.P.

The successful tenderer may not use for themselves or provide to third parties any data of the contracted works, or publish, total or partially the contents



without the written permission of the FIIAPP F.S.P.. In any case the successful tenderer will be responsible for damages arising from the breach of this obligation.

## **18.RESOLUTION OF THE CONTRACT.**

The causes for termination of the contract are contained in article 211 of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014.

- a) Non-compliance by any of the parties of the obligations described in the contract.
- b) The manifest lack of quality of the service provided or not adapt it to the conditions agreed in binding documents
- c) The Declaration of insolvency in the terms that describes by the law 22/2003, of July 9<sup>th</sup>, bankruptcy.
- d) Mutual agreement of the parties.
- e) Breach of the limitations in the field of outsourcing.
- f) Obstruction of the faculties of management and inspection of FIIAPP F.S.P.

## **19.REGIME OF PAYMENT**

The successful tenderer is entitled to the payment of the agreed price, under the conditions laid down in the contract, corresponding to the work actually performed and formally received by the Foundation.

## **20.AWARD TERM AND FORMALIZATION**

The contract will be awarded within a period of 7 working days from the receipt of applications.

The document of formalisation of the contract shall be granted within a period of 7 working days from the award.

## **21.START OF THE ACTIVITY**

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

## **22.OPENING OF THE PROPOSALS**

The envelope with the proposal will be opened by the Contract Award Committee in a non-public session on 3rd of June of 2019 at 13:00 p.m C.E.T. at the headquarters of FIIAPP F.S.P.



## ANNEX I: Requirements and Merits

### Requirements

<b>Requirements</b>	<b>Yes/No</b>	<b>Comments</b>
University degree		
Excellent command of English and Russian		
Excellent drafting skills in English and in Russian and ability to understand and orally communicate unambiguous ideas in both languages		
Working experience of at least 1 year using English/Russian in Technical assistance Projects.		
Availability to travel with overnight stays		

### Merits

<b>MERITS.</b>				
<b>Merit</b>	<b>Scale</b>	<b>Comments</b>	<b>Max score</b>	<b>Score</b>
Actions/knowledge on the use of technical terminology used in the cadastral field	2 point per year of actions related		10	
Previous successful actions using English and Russian in Technical assistance Projects	4 point per year of actions related (minimum 1 year)		20	
Actions/knowledge in collaboration with the Belarus Public Administration.	2 points per year of actions related		10	
Actions working on English and Russian with European and/or international organisations	5 points per year of actions related		20	

Advanced use of computer tools: MS Office	10 points		10	
Advanced use of computer tools: Google G Suite	10 points		10	
Ability to interpret Spanish- Russian-Spanish.	4 points per year of actions related		20	

(Place, date and signature of the tenderer)

Signed:

**ANNEX 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 140.1 c) of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014.

- 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 71.1 of the LCSP.
- 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] [year].

(Place, date and signature of the tenderer)  
Signed: