



SPECIAL ADMINISTRATIVE TERMS AND CONDITIONS FOR THE SUPPLIES FOR THE EQUIPMENT AND ASSEMBLING OF SHELTERS FOR THE PROJECT “ACTION AGAINST TRAFFICKING IN PERSONS AND SMUGGLING OF MIGRANTS IN NIGERIA” (A-TIPSOM NIGERIA)

File No.: SYS-0500-19

Title: SUPPLY FOR EQUIPMENT OF SHELTERS

Procedure: OPEN (SUBJECT TO HARMONISED REGULATION)

Processing: ORDINARY

TABLE OF CONTENTS

I. INTRODUCTION

1. CONTRACTING ENTITY
2. BACKGROUND

II. CONTRACT ELEMENTS

3. CONTRACTING AUTHORITY
4. LEGAL SYSTEM FOR THE CONTRACT
5. PURPOSE OF THE CONTRACT
6. TERM OF THE CONTRACT
7. TENDER BASELINE BUDGET AND ESTIMATED VALUE
8. CONTRACT PRICE
9. EXISTENCE OF CREDIT
10. CONTRACT PLACE OF EXECUTION
11. FINANCIAL GUARANTEE
 - 11.1 Provisional Guarantee
 - 11.2 Performance Bond
 - 11.3 Items Covered by the Bond
 - 11.4 Acceptable Forms of Bond
12. PUBLICATION

III. AWARD OF THE CONTRACT

13. AWARD PROCEDURE
14. CONTRACT AWARD COMMITTEE
15. SUBMISSION OF BIDS
 - 15.1 Term
 - 15.2 Bid Submission Location
 - 15.3 Bid Format
 - 15.4 Language
 - 15.5 Unconditional Acceptance and Grounds for Exclusion
16. LIST OF DOCUMENTATION TO BE SUBMITTED IN EACH ENVELOPE
 - 16.1 Contents of Envelope No. 1: Administrative Documentation
 - 16.2 Contents of Envelope No. 2: Documentation on Subjectively Weighted Criteria
 - 16.3 Contents of Envelope No. 3: Documentation on Formula-Weighted Criteria
17. ADMINISTRATIVE DOCUMENTATION
 - 17.1 Suitability and Capacity
 - 17.3 Joint Ventures



- 17.4 Business Groups
- 17.5. Integration of persons with disabilities and equality obligations
- 17.6 Requirements for non-Spanish Tenderers
- 17.7. European Single Procurement Document (ESPD)

18. ECONOMIC AND FINANCIAL STANDING, TECHNICAL AND PROFESSIONAL ABILITY CRITERIA

- 18.1 Economic and Financial Standing
- 18.2 Technical and Professional Ability
- 18.3 Verification of the reliability and validity of the statements of compliance
- 18.4 Cases in which the tenderer relies on the financial standing or resources of other companies

19. SUBJECTIVELY WEIGHTED AWARD CRITERIA

20. FORMULA-WEIGHTED AWARD CRITERIA

21. APPRAISAL OF ABNORMAL OR DISPROPORTIONATE REDUCTIONS

22. CRITERIA TO RESOLVE FINAL TIED SCORES

23. BID SELECTION

- 23.1 Opening of No. 1 envelopes that contain the Administrative Documentation
- 23.2 Opening of the envelopes that contain the documentation on bids to which evaluation formulae are applied

23.3 Classification of bids in descending order of merit and proposal to award the contract

24. REQUEST FOR DOCUMENTATION FROM THE TENDERER THAT HAS SUBMITTED THE BEST BID

- 24.1 Legal personality and capacity to act
- 24.2 Representation
- 24.3 Joint ventures
- 24.4 Economic and financial standing and technical and professional ability
- 24.5 Tax and social security contribution obligations
- 24.6 Performance Bond
- 24.7 Verification of the documentation provided

25. AWARD AND FORMALISATION

IV. CONTRACT PERFORMANCE

26. CONTRACT MANAGER

27. CONTRACT PERFORMANCE

28. OBLIGATIONS OF THE CONTRACTOR

29. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 29.1 Confidentiality
- 29.2 Personal data processing

30. SPECIAL PERFORMANCE CONDITIONS

31. BILLING AND PRICE PAYMENT



32. IMPOSING OF PENALTIES

- 32.1 Definition
- 32.2 Imposing of Penalties
- 32.3 Breaches subject to penalty

33. BOND TERM

34. COMPLIANCE WITH THE CONTRACT AND RECEIPT OF THE SUPPLY

35. CONTRACT MODIFICATIONS

36. CONTRACT ASSIGNMENT

37. CONTRACT SUSPENSION

38. FORCE MAJEURE

39. SUBCONTRACTING

40. INTELLECTUAL PROPERTY

- 40.1 Definition of Intellectual and Industrial Property Rights
- 40.2 FIIAPP Intellectual and Industrial Property Rights
- 40.3 Transfer of Intellectual and Industrial Property Rights to FIIAPP: developments or specific works for FIIAPP
- 40.4 Transfer of Intellectual and Industrial Property Rights to FIIAPP: commercial software

41. CONTRACT RESCISSION AND ITS EFFECTS

42. CHALLENGES AND COMPETENT JURISDICTION

- 42.1 Administrative Action
- 42.2 Legal Action

V. ANNEXES

- ANNEX I BOND FORM
- ANNEX II SURETY BOND CERTIFICATE FORM
- ANNEX III STATEMENT OF COMPLIANCE AND OF BEING UP TO DATE WITH TAX OBLIGATIONS AND SOCIAL SECURITY CONTRIBUTIONS
- ANNEX IV LETTER OF INTENT TO SET UP A JOINT VENTURE
- ANNEX V STATEMENT OF TENDERER MEMBERSHIP OF A CORPORATE GROUP
- ANNEX VI STATEMENT OF COMMITMENT TO THE INTEGRATION OF SOLVENCY THROUGH EXTERNAL RESOURCES
- ANNEX VII STATEMENT OF LEGAL PERSON COMPLIANCE
- ANNEX VIII STATEMENT OF COMPLIANCE WITH SOCIAL REGULATIONS
- ANNEX IX STATEMENT OF SUBMISSION TO THE JURISDICTION OF SPANISH COURTS AND TRIBUNALS BY FOREIGN TENDERERS
- ANNEX X PROPOSAL OF FORMULA-WEIGHTED CRITERIA



I. INTRODUCTION

1. CONTRACTING ENTITY

1.1 The Fundación Internacional y para Iberoamérica de Administración y Políticas Públicas F.S.P. (International and Ibero-American Foundation for Administration and Public Policies - "FIIAPP") is a state public sector foundation of the Spanish cooperation system. Its foundational purpose is to improve the institutional framework and the functioning of the public systems in the countries in which it operates. It promotes, guides and manages the participation by Public Administrations and their institutions in cooperation programmes and projects and experience exchanges, thus promoting their internationalisation and contributing to the increase of Spain's role in the world and its global positioning.

1.2 FIIAPP is a non-profit entity the recruitment procedures of which are governed by the principles of freedom of access to tenders, procedure publication and transparency, and non-discrimination and equal treatment of candidates. Moreover, in pursuit of budgetary stability and control of expenditure, it is committed to an efficient use of the funds allocated to works, the acquisition of goods and the contracting of services by way of requiring the prior definition of the needs to be met, the safeguarding of free competition and selecting the best value for money.

1.3 Under the provisions of Article 3(3)(b) of the Public Sector Procurement Act 9/2017 of 8 November (the "LCSP"), FIIAPP is a Non-Public Administration Awarding Authority ("PANAP").

2. BACKGROUND

The main objective of the project is to contribute to a more preventive, balance and professional approach of the law enforcement agencies, based on the best international practices and respect of human rights.

II. CONTRACT ELEMENTS

3. CONTRACTING AUTHORITY

The Foundation contracting authority, depending on the Estimated Value of the contract, shall be:

- a) The General Secretariat for contract prices less than or equal to €100,000.
- b) The Directorate General for contract prices exceeding €100,000.

4. LEGAL SYSTEM FOR THE CONTRACT

4.1 The Contract to be entered into is classified as a **SUPPLY CONTRACT** and shall be **PRIVATE** under Articles 16 and 26 of the LCSP, respectively.



4.2 The following shall be considered **Contract Documentation**:

- a) The Special Terms and Conditions (the “STC”).
- b) The Technical Specifications (the “TS”).
- c) The Contract.
- d) The bid submitted by the successful tenderer.
- e) The Commencement Order.
- f) The Acceptance Certificate.

4.3 In the event of a discrepancy between any of the contract documents, the order of priority established in the previous section shall prevail.

4.4 Ignorance of any of the terms of the clauses to the contract, of any other contract document and of the instructions or the regulations that apply to the performance of the contract does not discharge the successful tenderer from compliance with them.

4.5 This contract shall not entail the existence of an employment relationship between the contracting Foundation and the personnel that the successful tenderer assigns or hires to perform the same. Accordingly, Labour Law provisions shall not apply to the Foundation in relation to the aforementioned personnel.

4.6 FIIAPP tenders shall be governed by Book III, Title I, Chapter III of the LCSP.

4.7 Notwithstanding, for those contracts subject to Harmonised Regulation, the preparation and award of the same shall be governed by the rules established in Book II, Title I, Chapter I, Sections 1 and 2 of the LCSP.

4.8 Contract Effects and Rescission shall be governed by the rules of private law. Notwithstanding the foregoing, the provisions of the following articles of the LCSP shall apply:

- a) 201 on environmental, social and labour obligations.
- b) 202 on special terms and conditions of execution.
- c) 203 to 205 on contract modifications.
- d) 214 to 217 on assignment and subcontracting.
- e) 218 to 228 on the technical streamlining of contracting.
- f) 198(4), 210(4) and 243(1) on payment conditions.

4.9 The regulations, recommendations and circulars related to the purpose of the service shall also apply to that which is not modified by this specification, the technical specifications and the other contract documents, as shall that which is provided for in current sector regulations.

5. PURPOSE OF THE CONTRACT

5.1 The purpose of this contract is to supply equipment and assembling for shelters

5.2 The aforementioned supplies shall be provided under the terms and conditions established in the TS that complements these STCs, in which the size of the contract and any other factors to be taken into account are specified.

5.3 The coding that corresponds to the Common Procurement Vocabulary (**CPV**) is as follows:

- Lot 1: Furniture 39000000-2
- Lot 2: Kitchenware 39000000-2
- Lot 3: Beddings (Items/Tools/Equipment) 39000000-2
- Lot 4: Household Appliances (Items/Tools/Equipment) 39000000-2



Lot 5: Toilet (Items/Tools/Equipment) 39000000-2
Lot 6: Sanitary Ware 33000000-0

5.4 No variations are allowed to the subject matter of the tender, without prejudice to the requirements and observations indicated, established, imposed or permitted by the STC.

5.5 No optional services to those that are the subject matter of the tender are established.

5.6 No Modifications Envisaged in Specifications are established with respect to the subject matter of this tender.

5.8 The following **regulation** is established regarding **lots**:

- a) There is no limit to the number of lots for which each tenderer may submit bid.
- b) There is no limit on the number of lots any one tenderer may be awarded.

6. TERM OF THE CONTRACT

6.1 The term of the contract is **from the Commencement Order** issued by the Foundation to June 4th 2022.

7. TENDER BASELINE BUDGET AND ESTIMATED VALUE

7.1 The **ESTIMATED VALUE** of the contract amounts to two hundred eighty thousand one hundred and twenty-eight euros (**€389.028**) VAT not included (21%, **€ 81.695**), divided per Lots as follows:

Lot 1: 169.840€ (21%, **€ 35.664**)
Lot 2: 22.338€ (21%, **€ 4.690**)
Lot 3: 89.830€ (21%, **€ 18.864**)
Lot 4: 64.636€ (21%, **€ 13.573**)
Lot 5: 19.570€ (21%, **€ 4.109**)
Lot 6: 22.814€ (21%, **€ 4.790**)

7.2 The **TENDER BASELINE BUDGET** amounts two hundred eighty thousand one hundred and twenty-eight euros (**€280.128**) VAT not included (21%, **€ 58.826**), divided per Lots as follows:

Lot 1: 121.440€ (21%, **€ 25.502**)
Lot 2: 16.288€ (21%, **€ 3.420**)
Lot 3: 65.630€ (21%, **€ 13.782**)
Lot 4: 45.276€ (21%, **€ 9.507**)
Lot 5: 14.730€ (21%, **€ 3.093**)
Lot 6: 16.764€ (21%, **€ 3.520**)

7.3 The aforementioned budget may be improved by tenderers in their bids.

7.4 Bids submitted that exceed the aforementioned Tender Baseline Budget shall be automatically rejected and shall be excluded from the tender.



7.5 The **BUDGET** of the possible **EXTENSION** amounts, per Lot, to:

Lot 1: 48.400 euros, VAT included (VAT: 21%, €4.800).

Lot 2: 6.050 euros, VAT included (VAT: 21%, €1.050).

Lot 3: 24.200 euros, VAT included (VAT: 21%, €4.200).

Lot 4: 19.360 euros, VAT included (VAT: 21%, €3.360).

Lot 5: 4.840 euros, VAT included (VAT: 21%, €840).

Lot 6: 6.050 euros, VAT included (VAT: 21%, €1050).

8. CONTRACT PRICE

8.1 The guideline **Pricing System** for this tender is **Unit Prices**

8.2 The Contract Price shall be the result of the award, in accordance with the amount bid by the contractor in its financial bid, as indicated in the corresponding form established in this specification for this purpose.

8.3 The amount indicated as the tender budget constitutes the maximum amount that the contractor may bill during the term of the contract, bearing in mind that there is no contractual obligation to reach the said amount. Accordingly, the contractor shall not be entitled to make any type of claim if that which is finally contracted during the term of the contract does not reach that maximum amount.

8.4 The **contract price** shall be understood as **including** all taxes except VAT, charges and fees of any kind that are applicable, as well as all costs, materials and any other items arising for the contractor as a result of fulfilling the obligations established in the specifications governing this tender.

8.5 Only VAT is excluded from the contract price. It shall be charged in the bills submitted under the contract.

8.6 Those contractors who are exempt from VAT under Law 37/1992 of 28 December regulating Value Added Tax must provide supporting documentation for any such exemption. This supporting documentation must be attached to the economic bid.

8.7 Notwithstanding, the Foundation shall accept bids submitted by tenderers excluding VAT.

8.8 There shall be **no Price Review** of the contract arising out of this tender.

9. EXISTENCE OF CREDIT

The necessary procedures have been undertaken to ensure the existence of sufficient credit to meet the economic obligations to be met by the Foundation arising from the contract referred to herein.

10. CONTRACT PLACE OF EXECUTION

10.1 The supplies to be contracted shall be provided at different shelters in Nigeria. This a list of



estimated locations where supplies might be provided:

- Abuja
- Edo State
- Enugu State
- Kano State
- Lagos State
- Benue State
- Osun State
- Sokoto State
- Akwa Ibom State
- Ondo State
- Oyo State

10.4 No claim based on ignorance of the terms and conditions of the services to be performed shall be admitted.

11. FINANCIAL GUARANTEE

11.1 Provisional Guarantee

No provisional guarantee is required.

11.2 Performance Bond

11.2.1 The successful tenderer must provide the contracting authority with a performance bond for **5%, for each lot**, of the **Tender Baseline Budget** contract based on unit prices, excluding VAT.

11.2.2 Proof of the issuing of this bond must be accredited within seven (7) business days as of receipt of notice of award using the performance bond or surety bond form attached to this Specification as Annexes I and II, or failing this, by depositing it with the Spanish Government Depository or by requesting a contract price retention guarantee.

11.2.3 When, as a result of the modification of the contract, the price of the contract changes, the bond shall be readjusted within 15 calendar days as of the date the modification agreement is notified to the economic operator to ensure it remains in the proper proportion with the price of the contract resulting from the modification. Failure to do so can be grounds for contract rescission.

11.2.4 Likewise, and within the same term, as of the date on which penalties or compensations become effective, the successful tenderer must replenish or extend the bond for the corresponding amount. Failure to do so can be grounds for contract rescission.

11.2.5 When the tender is awarded to an economic operator the **bid** of which includes **abnormal or disproportionate sums**, a **bond of 10% Tender Baseline Budget**, as the contract is based on unit prices. This bond shall be returned immediately after the completion of the works, provided that the contract has been satisfactorily discharged and there are no longer liabilities callable under the performance bond, or if the contract is rescinded for a reason for which the contractor is not accountable.

11.3 Items Covered by the Bond

The performance bond shall cover the following items:



- a) Obligation to formalise the contract in time.
- b) Penalties imposed on the contractor.
- c) The proper provision of the services covered by contract including, where appropriate, the improvements proposed by the contractor that have been accepted by the contracting authority, the costs incurred by the Foundation owing to the contractor delaying compliance with its obligations and for the damages and losses caused it by the performance of the contract or breaches thereto when rescission is unwarranted.
- d) Seizure that may be ordered on account of contract rescission under the terms and conditions of the contract or, in general, any applicable regulations thereto.
- e) Moreover, the performance bond shall cover any faults or defects in the services provided during the bond term stipulated in the contract.

11.4 Acceptable Forms of Bond

The performance bond may be provided in any of the following ways:

- a) **Bond** provided by one of the banks, savings banks, credit cooperatives, credit institutions and mutual guarantee companies authorised to operate in Spain.
- b) **Surety Bond**, with an insurance entity authorised to operate in the field.
- c) **Cash** deposit with the Spanish Government Depository.
- d) **Price Retention**. If this form of guarantee is used, the successful tenderer must give notice in writing that its contract guarantee be constituted by retaining the corresponding amount of the price to be paid by the Foundation, which shall deduct the said amount from the first payment(s) until satisfying the amount in question. Accordingly, no payment shall be made to the contractor until that amount has been satisfied.

12. PUBLICATION

12.1 Information on this tender shall be published via the Foundation's Contracting Profile on the Public Sector Procurement Platform and can be consulted at the following electronic address: <http://contrataciondelestado.es>

12.2 Likewise, the information published on the institutional website of the Foundation can be consulted at the following address: <https://www.fiiapp.org>

12.3 Furthermore, when legally binding, the information shall also be published in the **Official Journal of the European Union**.

III. AWARD OF THE CONTRACT

13. AWARD PROCEDURE



13.1 Bearing in mind the nature of the Foundation, as a State Public Sector foundation, and given the Estimated Value of the tender, the **OPEN (SUBJECT TO HARMONISED REGULATION)** Procedure shall apply.

13.2 The tender shall be processed as: **ORDINARY**

14. CONTRACT AWARD COMMITTEE

14.1 An Award Committee shall be set up to award the contract. It shall be made up of the following persons:

- Chair: Mr. David Díaz-Caneja, who holds the Head of Legal Department
- Members:
 - Legal Member: Ms Beatriz Sevilla, who holds the position of Legal Officer.
 - Financial Member: Mr, Gaizca Abaunza who holds the position of Economic Officer.
 - Technical Member: Ms Patricia Mate, who holds the position of Project Coordinator.
- Secretary: Ms Sonsoles de Toledo, who holds the position of Legal Officer

15. SUBMISSION OF BIDS

15.1 Term

To participate in this tender, the tenderer must submit a bid in accordance with these special administrative terms and conditions, before **12:00 ON JANUARY 2th 2020**.

15.2 Bid Submission Location

15.2.1 To participate in this tender, tenderers must present their bids in two sealed envelopes at the FIIAPP F.S.P. Registry, located in C/ Beatriz de Bobadilla 18, 4th Floor, 28040 Madrid.

15.2.2 Envelopes must be addressed to the Legal Department and legibly indicate the following:

- a) The tender in question.
- b) The reference number.
- c) Number and name of each envelope, as follows:
 - Envelope 1: Administrative Documentation
 - Envelope 2: Documentation related to the objective formulae weighted award criteria.
- d) Company name.
- e) Name and surname of the bid signatory and in which capacity they sign.
- f) Details of the contact person at the company.
- g) Signature of the bid signatory on the outside of each envelope.



15.2.4 Unless both of these requirements are met, the bid shall not be accepted if it is received at the FIIAPP after the end of the term for submission indicated in the tender notice.

15.2.5 Envelopes shall be submitted closed to guarantee the secrecy of their content. They must contain the original signature of the tenderer or of the person representing the latter. The submission of open envelopes shall cause exclusion of the bid.

15.2.6 In each of the envelopes tenderers must submit **TWO IDENTICAL COPIES** of their content:

- One in **hard copy**.
- Another in **digital** format: CD-ROM or pendrive.

15.2.7 The **inclusion of documentation in an envelope or on a digital medium corresponding to another** envelope or digital medium shall **cause the bid to be excluded**.

15.2.8 In those **cases** in which **tenderers request additional information** with respect to the specifications or complementary documentation, this must be provided no later than six (6) days before the deadline set for the receipt of applications to participate or bids proper, provided the request has been made at least 12 days before the expiration of the corresponding receipt deadline.

15.2.9 When it has not been possible to provide the additional information with respect to the specifications or the complementary documentation within the indicated deadlines, or when bids can only be made after a field visit or after on-site consultation of documentation attached to the specification, the deadline for the reception of bids shall be extended as long as it is considered convenient for the tenderers in question to have knowledge of all the information required to submit their bids.

15.3 Bid Format

15.3.1 Each tenderer can only submit **a single bid**. Moreover, no tenderer may submit a bid as part of a joint venture if it has already submitted one individually, or if it is a member of more than one joint venture. Failure to comply with these rules shall result in the exclusion of any bids in which such a tenderer is involved.

15.3.2 Those bids that have omissions, errors or cross-outs that prevent the Foundation clearly learning everything it deems essential to a bid, or which, when required, do not specify the human or material resources to be assigned to perform the contract **shall not be accepted**.

15.4 Language

15.4.1 Bids must be submitted in **Spanish**, though the Foundation also accepts documentation in English or French.

15.4.2 Notwithstanding, the Foundation reserves the right to ask the tenderer for the **official Spanish translation** of the documentation submitted in a language other than Spanish, the cost of which must be paid for by the tenderer.

15.5 Unconditional Acceptance and Grounds for Exclusion

15.5.1 Submitting a bid entails the **unconditional acceptance** by the tenderer of the entire content of the tender guidance specifications for this tender (and all complementary documentation thereto), **unreservedly and without exception**, while also authorising the Award Committee and the Contracting Authority to consult the data in the Official Registry of Tenderers and Public Sector Classified Companies



or in the official lists of economic operators in a Member State of the European Union.

15.5.2 The introduction of **reservations concerning the clauses** in the tender guidance specifications may cause **exclusion from the procedure**.

15.5.3 Failure to submit related documents may lead to the non-opening of the remaining envelopes and the exclusion of the tenderer.

15.5.4 The **inclusion in an envelope** of documentation **that must be provided in another** envelope shall automatically cause the **rejection of the bid** unless the secrecy of the bids is guaranteed.

15.5.5 The Foundation can request **clarifications** or supporting documentation for the information provided by the tenderer.

16. LIST OF DOCUMENTATION TO BE SUBMITTED IN EACH ENVELOPE

16.1 Contents of Envelope No. 1: Administrative Documentation

16.1.1 All tenderers must submit, in accordance with the provisions of **Clause 17** of these special administrative terms and conditions, the following **Administrative Documentation**:

- a) Statement of Compliance and of being up to date with Tax Obligations and Social Security Contributions in accordance with **Annex III** hereto.
- b) Letter of intent to set up a Joint Venture, where appropriate, in accordance with **Annex IV**.
- c) Statement of Tenderer Membership, or not, of a Corporate Group in accordance with **Annex V**.
- d) Statement of Legal Person Compliance with respect to the Prevention of Money Laundering, in accordance with **Annex VII**.
- e) Statement of Compliance with Social Regulations, in accordance with **Annex VIII**.

16.1.2 All tenderers must submit the following **Solvency Documentation** with respect to their Economic and Financial Standing as well as their Technical and Professional Ability as stipulated in **Clause 18** herein:

- a) Statement of Annual Turnover.
- b) Similar contracts concluded in the last three (3) years.
- c) Statement of commitment to the integration of solvency through external resources, where appropriate, in accordance with **Annex VI**.

16.1.3 **All non-Spanish tenderers** must submit:

- a) Statement of Submission to the jurisdiction of Spanish Courts and Tribunals by foreign tenderers, in accordance with **Annex IX**.

16.1.4 Those **non-Spanish tenderers that do NOT belong to the European Union, or to the**



European Economic Area, must also submit:

- a) Report issued by the Permanent Diplomatic Mission or Consular Office of Spain of the place of domicile of the company, in which it is recorded, subject to accreditation by the company, that it is registered in the local professional, commercial or similar Registry or, failing that, that it acts, trades or operates regularly in the area(s) of activity covered by the subject matter of the contract.
- b) Reciprocity report under Article 68 of the LCSP.

16.3 Contents of Envelope No. 2: Documentation on Formula-Weighted Criteria

16.3.1 The following information must be included in this envelope with respect to the Formula-Weighted objective criteria as stipulated in **Clause 20** herein:

- a) Financial bid. This must be submitted in accordance with **Annex X** herein.

16.3.2 Likewise, the tenderer must include any other documents which, where appropriate, are expressly indicated in the Technical Specifications and which make it possible to verify that the bid meets the required technical specifications but which shall not be subject to assessment.

17. ADMINISTRATIVE DOCUMENTATION

17.1 Suitability and Capacity

17.1.1 Those who, having full capacity to act, are not included in any of the circumstances indicated in Article 71 of the LCSP, and who are economically and financially solvent and have the due technical and professional ability, have the powers to hire natural or legal persons, whether Spanish and foreign.

17.1.2 Likewise, economic operators must have the business or professional qualification which, where appropriate, is required for the performance of the activity or provision of the service that is the purpose of the contract.

17.1.3 Legal persons can only be awarded contracts the services of which are included within the purposes, object or scope of activity that, according to their own articles of incorporation or foundational rules, they pursue.

17.1.4 For EU, non-EU companies and joint ventures, the provisions of Articles 67, 68 and 69 of the LCSP shall apply, respectively.

17.1.5 Circumstances related to the capacity, financial standing and absence of prohibitions from contracting as referred to herein, must hold on the final date for the submission of bids and subsist at the time of execution of the contract.

17.1.6 In Delegated Cooperation contracts, before formalising any contract, the FIIAPP F.S.P. shall access the EU's Central Exclusion Database to confirm the eligibility of the contractor, in accordance with the provisions of Commission Regulation (EC, Euratom) No 1302/2008 of 17 December 2008 on the central exclusion database (OJ, L 344/12, 20.12.2008).



17.3 Joint Ventures

17.3.1 In those cases in which several economic operators are grouped into a joint venture, a statement of compliance must be provided for each participating company in which the information required in these cases in the European Single Procurement Document (ESPD) shall be indicated.

17.3.2 In addition to the said statement, economic operators wishing to participate in a joint venture must submit another statement, in accordance with the form attached hereto as **Annex IV**, in which:

- The percentage of the participation in the joint venture of each of its member entities shall be identified.
- The person who is to be the sole representative or proxy of the UTE shall be named.
- The commitment to formally set up as a joint venture shall be undertaken, should they be awarded the contract.

17.3.3 In this regard, it should be pointed out that the member companies of a joint venture shall be jointly and severally bound and that the representative or proxy must hold sufficient powers to exercise the rights and fulfil the obligations arising from the contract until the termination thereof; the foregoing without prejudice to the existence of joint powers that may be granted for collections and payments of significant amounts.

17.4 Business Groups

17.4.1 Tenderers that are members of a Business Group must attach a statement to this effect in accordance with the form attached hereto as **Annex V**, specifying, where appropriate, the companies that are part of the group and that are submitting different bids to individually compete for the award so that the Contracting Authority can have such information available to it when assessing the economic bids. The provisions of Article 42 of the Spanish Code of Commerce shall apply to what constitutes a business group.

17.4.2 Failure to provide this statement, or the non-correspondence of the same with reality, shall exclude any group member tenderers after this circumstance has been confirmed by the Contracting Authority.

17.4.3 Those companies that submit different bids and that are affected by any of the alternative circumstances under Article 42 of the Spanish Code of Commerce with respect to business group members, must also submit an explicit statement.

17.5. Integration of persons with disabilities and equality obligations

Where legally applicable, the tenderer must provide the corresponding information regarding those obligations regarding equality and integration of persons with disabilities that apply to it under:

- a) Organic Law 3/2007 of March 22 on effective equality for women and men.
- b) Article 42 of the Consolidated Text of the General Law on the rights of persons with disabilities and their social inclusion.

17.6 Requirements for non-Spanish Tenderers

Foreign economic operators must submit, in addition to the documentation indicated above, the following specific documentation:



- a) Statement of submission to the jurisdiction of Spanish Courts and Tribunals no matter what their level, for all incidents that may arise directly or indirectly from the contract, waiving their right, where appropriate, to any foreign jurisdiction that may correspond to them.
- b) Companies from states that are not members of the European Union or signatories to the European Economic Area Agreement must provide:
 1. Report issued by the Permanent Diplomatic Mission or Consular Office of Spain of the place of domicile of the company, in which it is recorded, subject to accreditation by the company, that it is registered in the local professional, commercial or similar Registry or, failing that, that it acts, trades or operates regularly in the area(s) of activity covered by the subject matter of the contract.
 2. Reciprocity report under Article 68 of the LCSP.

17.7. European Single Procurement Document (ESPD)

17.7.1 The Statement of Compliance, which must conform to European Single Procurement Document Form (ESPD) established by Regulation (EU) 2016/7 (OJEU 6/01/2016), which can be accessed at the following address: <https://visor.registrodelicitadores.gob.es/espd-web/filter?lang=es> and attached hereto as **Annex X**.

17.6.2 The statement must be signed and contain the corresponding identification. Moreover, the tenderer must state the following:

- a) That the company is validly constituted and that according to its corporate purpose it can submit a bid for tender and that the signatory of the statement holds the necessary powers to submit the bid and the statement of compliance.
- b) That it has the corresponding qualification, where appropriate, or meets the economic, financial, technical and professional requirements under the terms and conditions established herein.
- c) That it is not prohibited from contracting by itself or by extension under Article 71(3) of the LCSP.
- d) The naming of an email address for notification purposes.

18. ECONOMIC AND FINANCIAL STANDING, TECHNICAL AND PROFESSIONAL ABILITY CRITERIA

18.1 Economic and Financial Standing

The economic and financial standing of the economic operator must be accredited by:

18.1.1 Annual turnover of the tenderer for:

Lot 1: 182.160€
 Lot 2: 24.432€
 Lot 3: 98.445€
 Lot 4: 67.914€
 Lot 5: 22.095€
 Lot 6: 25.146€



18.1.1.1 The turnover shall be accredited by certification, a simple accounts certificate or similar document issued by the Companies Registration Office and containing the annual accounts, provided that the tax returns deadline has passed and the accounts have been posted.

18.1.1.2 If the last financial year's tax return deadline is still open, the accounts must be submitted accompanied by certification of their approval by the competent body for this purpose and of their submission to the Companies Registration Office.

18.1.1.3 Individual non-registered economic operators must present their inventory ledger and annual accounts duly certified by the Companies Registration Office.

18.2 Technical and Professional Ability

The technical and professional ability of the tenderer must be accredited by the following means:

18.2.1 List of Similar Services Contracts

18.2.1.1 Tenderers must accredit with supporting documentation having performed, in the course of the last three years, 3 service contracts of the same nature and in African countries as the one that is the subject matter of this tender.

18.2.1.2 A minimum requirement is that the annual amount accumulated in the best year's performance is equal to or greater than one hundred per cent (100%) of the estimated value of this tender (VAT must be excluded from the amount of said contracts).

18.2.1.3 In order to determine the correspondence between the accredited works and those that constitute the subject matter of the contract, the matching of the first three digits of their respective CPV codes or the same classification subgroup shall be considered.

18.2.1.4 To calculate the latest annual amounts, the date of publication of this tender in the Foundation's Contracting Profile shall be taken as a reference.

18.2.1.5 Any supporting documentation submitted for this purpose must include the amount, dates and the public or private recipient thereof.

18.2.1.6 The services provided must be accredited by certificates issued or approved by the competent body, when the recipient is a Public Sector entity.

18.2.1.7 When the addressee is a private entity, it shall be accredited by means of a certificate issued by it or, in the absence of this certificate, by means of a statement by the tendering economic operator.

18.2.1.8 Whatever the case, the Foundation reserves the right to request further documentation or information that confirms tenderer declarations in this regard.

18.3 Verification of the reliability and validity of the statements of compliance

18.3.1 The Contracting Authority or Award Committee may ask the tenderers to present all or part of the supporting documentation when they consider that there are reasonable doubts as to the validity or reliability of the statement of compliance, whenever it proves necessary for the proper conducting of the procedure and, in any case, before awarding the contract.

18.3.2 The tenderer must submit the required documentation no later than three business days as of the submission of the requirement. If the requirement is not properly met within the indicated deadline, the tenderer shall be understood as having withdrawn its bid and shall be excluded from the procedure.

18.4 Cases in which the tenderer relies on the financial standing or resources of other companies



Each of these companies must also submit a statement of compliance containing the relevant information for these cases, in accordance with **Annex VI**

20. FORMULA-WEIGHTED AWARD CRITERIA

20.1 The Formula-Weighted Criteria have a maximum weighting of **100 points** and are distributed as indicated in the following table.

FORMULA-WEIGHTED CRITERIA		
No.	DESCRIPTION	POINTS
Criterion 1	Financial Bid	100

20.2. Criterion 1: Financial Bid -> Maximum of **100** points.

20.2.1 The Financial Bid must be submitted in accordance with the form given in **Annex X** herein. Those that contain omissions, errors or cross-outs that prevent the Foundation from clearly learning what it deems essential to consider the bid shall not be accepted.

20.2.2 In the event of a discrepancy between the amount expressed in writing and the amount expressed in figures, the amount entered in writing shall prevail. If any bid does not match the documentation examined and admitted, exceeds the tender baseline budget, substantially differs from the established form, involves manifest error in the bid amount, or the tenderer acknowledges that there is an error or inconsistency that precludes its feasibility, it shall be discarded by reasoned decision, without the change or omission of some words of the form, as long as this does not alter its meaning, sufficing as grounds for rejection.

20.2.3 To all effects it shall be understood that the tenders submitted do not include the amount corresponding to Value Added Tax.

20.2.4 Any offer that exceeds the tender budget shall be rejected straight off and shall be excluded from the tender.

20.2.5 The highest score shall be assigned to the lowest bid among those admitted, with the remaining ones being distributed in a manner inversely proportional (**Inverse Rule of Three**). The figures shall be expressed to two decimal points.

21. APPRAISAL OF ABNORMAL OR DISPROPORTIONATE REDUCTIONS

21.1 As far as the total price bid by the tenderer is concerned, bids under the following circumstances shall be considered, in principle, abnormal or disproportionate:

- When only one tenderer submits a bid and this bid is lower than the tender baseline budget by over 25 percentage points.



- b) When two tenderers submit bids, whichever is lower than the other by more than 20 percentage points.
- c) When three tenderers submit bids, those that are lower by more than 10 percentage points with respect to the arithmetic average of the bids submitted. Notwithstanding, the highest bid amount shall be excluded from the calculation of the aforementioned when it exceeds that average by over 10 points. Whatever the case, a bid that is 25 percentage points lower shall be considered disproportionate.
- d) When four or more tenderers submit bids, those that are lower by more than 10 percentage points with respect to the arithmetic average of the bids submitted. Notwithstanding, if among them there are bids that exceed the aforementioned average by more than 10 percentage points, a new average shall be calculated only with those bids that have not incurred in this excess. Whatever the case, if there are less than three remaining bids, the new average shall be calculated on the three bids that submitted the lowest amounts.

21.2 When companies belonging to the same group, understood as any cases under Article 42(1) of the Spanish Code of Commerce, submit different bids to participate individually in the tender, with a view to applying the system to appraise disproportionate or reckless bids, only the lowest bid shall be taken, thereby resulting in the application of the effects arising from the procedure established to assess of disproportionate or reckless bids with respect to the other bids made by the same group member companies.

21.3 When different bids are submitted by companies in which any of the alternative circumstances apply under Article 42(1) of the Spanish Code of Commerce, as far as the partners that comprise them are concerned, the same rule as established in the previous section with respect to the assessment of the financial bid shall apply.

21.4 If a financial bid is presumed to be abnormal, the necessary information shall be collected to enable the Contracting Authority to determine whether the offer is indeed abnormally low in relation to the service and, therefore, must be rejected or if, on the contrary, the said bid is not abnormally low, and therefore must be taken into consideration to award the contract.

21.5 To this end, the tenderer shall be requested in writing to provide the information it considers appropriate regarding the composition of the aforementioned financial bid and its explanations. The tenderer shall have no later than ten (10) business days as of the date it receives the request to submit its explanations also in writing.

21.6 If no explanations are received within this deadline, the Award Committee shall inform the Contracting Authority and it shall be considered that the bid conditions cannot be met and, therefore, the company that submitted it shall be excluded from the selection procedure.

21.7 If, on the contrary, the aforementioned explanations are received in due time, the corresponding documentation shall be sent to the Contracting Authority to decide on the acceptance of the bid, either accepting it to continue with the contract award procedure or rejecting it.

21.8 If by taking into account the explanation given by the tenderer, it is still estimated that the bid conditions cannot be met as a result of the inclusion of abnormal or disproportionate values, the tender shall be awarded to the next most financially beneficial bid it is estimated that can meet the said conditions to the satisfaction of the Foundation.

22. CRITERIA TO RESOLVE FINAL TIED SCORES

22.1 If there is a tie between several bids after applying the award criteria, it shall be resolved by successive application of the following social criteria in the order in which they are given, taking the deadline for the submission of bids as a time reference to apply them:



- a) Higher percentage of workers with disabilities or in a situation of social exclusion on the staff of each of the companies, giving priority in case of equality to the highest number of permanent workers with disabilities on the staff, or the biggest number of workers included in the workforce.
- b) Lower percentage of temporary contracts on the staff of each of the companies.
- c) Higher percentage of women employed on the staff of each of the companies.
- d) A draw if the above criteria fail to act as a tie-breaker.

22.2 To apply these criteria, tenderers must accredit them, where appropriate, by means of the corresponding job contracts and social security contribution documents and any other legally accepted document that accredits the aforementioned social criteria.

22.3 The accrediting documentation to break tie situations referred to in this section shall be provided by the tenderers at the time the tie occurs, and not before.

23. BID SELECTION

23.1 Opening of No. 1 envelopes that contain the Administrative Documentation

23.1.1 When the deadline has passed to submit tenders, the Award Committee shall meet to qualify the documents submitted on time by tenderers in Envelope 1.

23.1.2 If the Award Committee concludes that the documentation examined is correct and sufficient to accredit compliance with prior requirements, it shall order the acceptance of all tenderers in the procedure.

23.1.3 If defects or omissions in the documentation examined are detected that can be corrected, it shall order the granting of a deadline of **THREE BUSINESS DAYS** to non-compliant tenderers to provide the necessary documentation to **correct the defect** or omission detected.

23.1.4 After the deadline granted has elapsed, the Award Committee shall proceed to examine the rectified documentation provided in this phase and shall order the acceptance or exclusion of tenderers, as appropriate.

23.1.5 If an order is given to exclude a company, that order shall explain the reasons for the exclusion.

23.2 Opening of the envelopes that contain the documentation on bids to which evaluation formulae are applied

23.2.1 Once the order on final acceptance of the tenderers has been given, the Award Committee shall meet and those envelopes containing documentation to which evaluation formulae are to be applied shall be opened in an act at **12:30 HOURS ON JANUARY 9th OF 2020.**

23.2.2 The Award Committee shall check that the offers meet the terms and conditions stipulated in the Specifications and, if so, shall proceed to assess them.

23.2.3 If one of the conditions concerns abnormally low or disproportionate bids, and any of the companies is presumed to be in breach of the said condition, the Award Committee shall proceed in the manner indicated in Clause 21.

23.2.4 If the evaluation results in a tie between two or more companies, the Award Committee shall apply the tie-breaker criteria established in Clause 22.



23.3 Classification of bids in descending order of merit and proposal to award the contract

23.3.1 The Award Committee shall classify the bids submitted in descending order to subsequently submit the corresponding award proposal to the Contracting Authority.

23.3.2 The award criteria indicated in the specifications must be met to conduct the aforementioned classification. Moreover, as many technical reports as are deemed appropriate can be asked for.

23.3.3 When the only criterion to consider is price, it shall be understood that the best bid is the one that offers the lowest price.

23.3.4 If, in the exercise of their functions, the Award Committee or the Contracting Authority has strong grounds to suspect the existence of collusive conduct in the procurement procedure, it shall duly report them to the Spanish National Markets and Competition Commission or, where appropriate, the corresponding regional competition authority, before awarding the contract.

23.3.5 The award proposal does grant any entitlement to the tenderer proposed with respect to the Foundation.

23.3.6 The Contracting Authority must explain its decision when it does not award the contract to the tenderer proposed by the Award Committee.

24. REQUEST FOR DOCUMENTATION FROM THE TENDERER THAT HAS SUBMITTED THE BEST BID

After the Award Committee proposal has been accepted by the Contracting Authority, the tenderer that has submitted the best bid to meet the award criteria set shall be required, no later than **TEN (10) BUSINESS DAYS** as of the day following the request, to submit the following documentation IN HARD COPY AND DIGITAL FORMAT:

24.1 Legal personality and capacity to act

24.1.1 Legal personality and capacity shall be accredited by:

- a) Deed of incorporation or articles of association: In the case of Spanish economic operators that are legal persons, it shall be accredited by means of the deed of incorporation or articles of association containing the regulations by which its activity is regulated and which has been duly registered, where appropriate, in the corresponding public registry, depending on the type of legal entity in question, as well as its Tax ID Number ("NIF").
- b) National Identity Document: The submission of a copy of this document shall be mandatory for Spanish individual entrepreneurs, as well as their Employer ID Number or Social Security registration number.
- c) The capacity to act of non-Spanish economic operators that are nationals of Member States of the European Union or to signatories to the European Economic Area Agreement shall be accredited by their *entry in the corresponding register, in accordance with the legislation of the Member State where they are established or by submitting a sworn declaration or an appropriate certificate in accordance with the applicable EU provisions.*

24.1.2 For companies not included in the previous paragraph, a Report issued by the Permanent Diplomatic Mission of Spain in the corresponding country or by the Consular Office that covers the domicile where the company is located, in which the legal personality of the company is recorded, upon prior accreditation by the company.



24.1.3 Without prejudice to the application of Spain's obligations under international agreements, natural or legal persons from non-European Union states or from states that are signatories to the European Economic Area Agreement must accredit by means of a report that the country of origin of the foreign company in turn accepts the participation of Spanish companies in contracts with the types of public sector entities listed in Article 3 of the LCSP, in a substantially analogous manner. The aforementioned report shall be prepared by the corresponding Spanish Economic and Trade Office abroad and shall be attached to the documentation submitted.

24.2 Representation

Representation shall be accredited by:

- a) A public deed of the general power of attorney: if the economic operator is a legal person, its power of representation must be accredited, which must be registered, where appropriate, in the Companies' Register. If a special power of attorney is involved for this tender, the requirement of its prior registration in the Companies' Register shall not be necessary. Likewise, the person with representative powers must accompany them with a *copy of their National Identity Document*.
- b) Those who act or sign bids on behalf of another party shall submit a Power of representation that accredits the character in which they are acting, as well as a *copy of their National Identity Document*.

24.3 Joint ventures

In the event that the contract is awarded to a joint venture, it must submit proof it has been set up in a public deed, as well as the Tax ID Number assigned it, after it has been awarded the contract. Whatever the case, the duration of the joint venture must coincide with that of the contract until its termination.

24.4 Economic and financial standing and technical and professional ability

24.4.1 Tenderers can accredit their solvency indistinctly by means of the specific economic and financial standing and technical or professional ability requirements in the terms and by the means listed herein.

24.4.2 Non-Spanish economic operators from Member States of the European Union or from the signatory states to the European Economic Area Agreement must submit the supporting documentation on their economic and financial standing and technical or professional ability in the manner established under Articles 87 and 90 of the LCSP, and by the means provided by the Contracting Authority herein.

24.4.3 For these purposes, the registration certificates issued by the competent bodies who keep the official lists of economic operators authorised to contract established by the Member States of the European Union referring to economic operators established in the Member State issuing the certificate, shall constitute a presumption of ability with respect to the qualitative selection requirements contained therein.

24.4.4 The same presumptive value, with respect the matters certified in them, shall hold for the certificates issued by competent certification bodies that meet the European certification standards issued in accordance with the legislation of the Member State in which the economic operator is established.

24.4.5 The documents referred to in the previous section must indicate the references that have made it possible to register the economic operator in the list or issue the certification, as well as the classification obtained.

24.5 Tax and social security contribution obligations

Compliance with Tax and Social Security obligations shall be accredited by:



- a) When activities subject to BUSINESS TAX are conducted: Registration in the corresponding section, referring to the current financial year, or last receipt, together with a compliance statement for not having deregistered with respect to the aforementioned tax and, where appropriate, a certificate of compliance as an exempt party.
- b) Positive certificate, issued by the STATE TAX AGENCY, of being up to date in the fulfilment of its tax obligations or certificate of compliance confirming the absence of tax obligations.
- c) Positive certificate, issued by the regional Social Security Office of being up to date in the fulfilment of its obligations with its SOCIAL SECURITY obligations or certificate of compliance confirming the absence of any contribution obligations.

24.6 Performance Bond

24.6.1 The tenderer that submits the most economically beneficial bid must submit accreditation to the Contracting Authority of having established the performance bond, in accordance with the terms and conditions stipulated in Clause 11 herein.

24.6.2 The granting of this bond must be formalised by means of the **performance bond** or **surety bond** forms attached hereto as **Annexes I and II** or by its **cash** deposit with the Spanish Government Depository or by means of a request for **price retention**.

24.7 Verification of the documentation provided

24.7.1 The Contracting Authority shall verify that the proposed successful tenderer accredits all participation requirements with supporting documentation.

24.7.2 Any failure to submit properly completed documentation within the indicated deadline shall be understood as a withdrawal of its bid by the tenderer in question and shall lead to a demand for the settlement of an amount equal to three (3) per cent of the tender baseline budget, excluding VAT, as a penalty. The same documentation shall then be asked of the next tenderer in the order in which the offers have been classified.

24.7.3 In this case, the decision of the Contracting Authority must be reasoned and notified to the tenderers and, as it is a procedural measure, the corresponding appeal and legal system must be indicated.

24.7.4 **Notwithstanding the foregoing, entry in the Official Register of Public Sector Tenderers and Classified Economic Operators** shall accredit, in accordance with that which is reflected therein and unless proven otherwise, the capacity, authorisation, economic and financial standing of the economic operator, thus relieving the awardee from having to submit the supporting documentation with respect to the circumstances recorded therein. For these purposes, a statement signed by the legal representative of the economic operator as regards the non-alteration of the data contained therein must be submitted.

25. AWARD AND FORMALISATION

25.1 The Contracting Authority shall award the contract within five (5) business days following the receipt of the documentation referred to in the previous section.

25.2 The award decision must be reasoned and shall be notified directly to the successful tenderer and the other tenderers, and must be published in the contracting profile within fifteen (15) days.

25.3 Whatever the case, the notification must contain the necessary information that allows procedure stakeholders to lodge, where appropriate, a sufficiently well-grounded appeal against the



award decision.

25.4 The notification shall indicate the deadline within which the contract must be formalised.

25.5 A tender may not be declared void when an acceptable offer or bid is submitted in accordance with the criteria set out in the specifications.

25.6 The Contracting Authority can, always before proceeding with formalisation, decide not to award or conclude the contract for reasons of public interest duly explained in the file, or withdraw from the award procedure in the event of a non-rectifiable violation of the rules of preparation of the contract or of those regulating the award procedure.

25.7 The contract shall be rendered legally valid by its formalisation in the corresponding contract document and, where appropriate, in a public deed, if so deemed appropriate by at least one of the parties thereto. The expenses involved in executing the public deed shall be paid by the party requiring this formality. The party that grants the public deed undertakes to provide the other with an authorised copy of the same.

25.8 Where a joint venture is involved, its representative must submit the public deed of its establishment, its assigned Tax ID Number and the appointment of a representative with sufficient powers to the Contracting Authority.

25.9 In no case whatsoever may clauses that entail a modification of the terms and conditions of the award be included in the document in which the contract is formalised.

25.10 If this contract is liable to a special procurement appeal, it cannot be formalised before FIFTEEN (15) BUSINESS DAYS have elapsed since notification of the award to the tenderers is sent.

25.11 After the aforementioned period has elapsed, and provided that no appeal has been lodged with the consequent suspension of the award, or if the competent body for its resolution has lifted the suspension, the Contracting Authority shall require the successful tenderer to formalise the Contract within a period of five (5) calendar days as of the day after the one on which the requirement is received.

25.12 When, for reasons for which the successful tenderer is accountable, the contract has not been formalised within the indicated deadline, it shall be required to pay the amount of three (3) per cent of the tender baseline budget, excluding VAT, as a penalty, which shall first be applied to the performance bond, whenever this has been issued, without prejudice to the application of the contract prohibition provided for under Article 71(2) of the LCSP.

25.13 In this case, the contract shall be awarded to the next tenderer in the order in which the bids were classified, upon submission of the documentation established in Clause 24 herein, granting it the ten (10) business-day term indicated in the said clause for this purpose.

25.14 A start cannot be made on performing the contract prior to its formalisation.

25.15 Lastly, the formalisation and the contract shall be published no later than fifteen days as of its execution.

IV. CONTRACT PERFORMANCE

26. CONTRACT MANAGER

26.1 The Foundation appoints Ms **Patricia Mate**, who holds the position of Project Coordinator as



the **Contract Manager**.

26.2 The contract manager is the person who shall supervise its execution and adopt the decisions and give the necessary instructions in order to ensure the correct provision of the agreed service within the scope of the powers attributed by the Contracting Body to the said manager.

26.3 Further **functions** of the **Contract Manager** are to:

- a) Interpret the Technical Specifications and other technical conditions established in the contract or in official provisions.
- b) Demand the existence of the resources and organisation necessary for the provision of services in each of its phases.
- c) Give the appropriate orders to meet contract objectives.
- d) Propose the modifications that should be introduced for the proper provision of the services.
- e) Issue, where appropriate, the partial certification corresponding to the services performed according to the agreed performance and payment deadlines.
- f) Process any incidents that arise during the provision of the services.
- g) Convene as many meetings as are deemed pertinent for the proper provision of the services and their supervision, which the representative of the successful tenderer shall be obliged to attend, along with those decision-makers, technicians, lawyers or specialists from the same who are involved in the performance of the purpose of the contract.

26.4 The contractor is obliged to inform the Contract Manager of any technical anomaly that it observes in the contract documents or in the information provided, to ensure that that which is under contract perfectly serves the intended purpose.

26.5 The **contractor shall appoint** a *“Representative for Communications and Notifications”* who shall **liaise** with the Contract Manager with respect to all contract matters.

27. CONTRACT PERFORMANCE

27.1 The contractor shall be fully liable for contract performance. It shall therefore be considered that once the contract has been awarded, any type of variation to the works and not foreseen in the bid shall be the responsibility of the contractor as it is obliged, during the study of the bid, to verify all essential matters for the perfect performance of the service undertaken.

27.2 The contractor must provide the contract services on time and at the set location strictly in accordance with the clauses of these Special Administrative Terms and Conditions, the Technical Specifications that serve as the basis for them, the contract and the orders and instructions based on an interpretation of these that may be given by the Foundation.

28. OBLIGATIONS OF THE CONTRACTOR

28.1 Contractor liability obliges it to compensate the Foundation for any damages that the latter suffers as a result of a contractual breach for which the contractor is accountable, provided there is a causal link between its action or omission or the occurrence attributed to it and the damage or loss caused, up to the quantitative limit of the total price of the contract.



28.2 This contract shall be performed in strict compliance with that which is established herein, in the Technical Specifications, in the tenderer's bid and following the orders and instructions that the Foundation may give based on the same.

28.3 The contractor shall be responsible for all direct and indirect damages and losses caused to third parties as a result of the operations required to perform the contract. If the damages caused are an immediate and direct consequence of an order given by the Foundation, it shall be liable within the limits indicated by law.

28.4 Contractor liability obliges it to compensate the Foundation for any damages that the latter suffers as a result of a contractual breach for which the contractor is accountable, provided there is a causal link between its action or omission or the occurrence attributed to it and the damage or loss caused, up to the quantitative limit of the total price of the contract.

28.5 Any action or omission for which the contractor is accountable that carries sanctions of any kind and that does not correspond to the execution of instructions or orders of the Foundation, shall be assumed by the same, without the Foundation assuming any responsibility.

28.6 The contractor must have taken out the compulsory insurance policies, as well as one that covers liabilities arising from the performance of the contract for the minimum insured capital required in the applicable regulations. The aforementioned policy must remain in force throughout the term of the contract. The Foundation may require the presentation of a copy and/or the original of the policy at any time during the term of the contract.

28.7 The contractor shall be liable for any obligations imposed on it as an employer, as well as for compliance with all those rules that regulate and develop the labour relationship or any other existing between it, or between its subcontractors and the workers of one and the other, without being able to offset any fine, sanction or any type of liability on the Foundation which, on account of a violation of any of the said rules could be imposed on it by the competent authorities.

28.8 The contractor is obliged to comply with current regulations on labour, social security and occupational health and safety, in accordance with the provisions of Law 31/1995 of November 8 on Occupational Health and Safety, Royal Decree 171/2004 of January 30, which develops article 24 of the aforementioned law on the coordination of business activities, and the Prevention Services Regulation approved by Royal Decree 39/1997 of January 17, along with any such as these enacted during contract performance.

28.9 In compliance with Law 31/1995 on Occupational Health and Safety and the current Health and Safety Regulations, the contractor must have carried out a risk assessment for the activities in which it is engaged, have risk prevention planned in its company, have trained and informed its workers and have taken the necessary measures aimed at avoiding the risks arising from its activities.

28.10 Moreover, the contractor is liable for the technical quality of the work done and for the services provided, as well as for the consequences that arise for the Foundation or for third parties from omissions, errors, inappropriate methods or incorrect conclusions in the performance of the contract and must keep the Foundation harmless from the damages that may arise from any claims lodged.

28.11 Whatever the case, the contractor shall compensate the Foundation for any amount that it is obliged to pay for breach of the obligations established herein, even if imposed by a court or administrative decision.

28.12 The contractor is liable for obtaining the authorisations and licenses, documents or any information, both official and private, that are required for the performance of the contract, as well as compensation for damages caused to both the Foundation as well as third parties, as a result of the operations required by contract performance, unless such damages have been caused by an immediate and direct order of the Foundation.

28.13 Throughout contract performance the contractor must observe environmental legislation at all times, taking special care to manage the waste generated at the place of delivery.



28.14 The personnel that the successful tenderer must hire to meet its obligations under this contract shall depend exclusively on it, without consolidating in any way those people who have performed the work as Contracting Authority personnel.

28.5 The contractor is obliged to comply with the provisions in force as regards tax, labour, social security, social equality and integration of persons with disabilities, occupational health and safety and environmental protection that are established both in current regulations and in the specifications that govern this contract.

28.16 Likewise, under the provisions of Article 4 of Law 19/2013 of December 9 on transparency, access to information and good governance, the contractor is obliged to supply the Foundation, upon request, with all the necessary information to meet the obligations provided for in the said law as well as in those regulations that may be established in relation to such matters.

29. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

29.1 Confidentiality

29.1.1 The successful tenderer is obliged to keep secret any data or background information that, not being public or self-evident, is related to the contract purpose and of which it comes to have knowledge through the same.

Likewise, it is obliged to guarantee the confidentiality and integrity of the data handled and the documentation provided.

29.1.2 All services performed to satisfactorily perform this contract shall be confidential, and the contractor may not use in its own benefit or provide third parties or disclose any data or information about the service under contract without express authorisation from the Foundation. Accordingly, the contractor is obliged to put all the means at its disposal to preserve the confidential and reserved nature, both of the information and documentation received from the Foundation, as well as of the results obtained from the work done.

29.1.3 The contractor shall particularly ensure that its employees do not access, store or use the personal data of the employees of the Foundation and of the possible third parties with which it is related in any way, to which they may come to have knowledge in the provision of the service that is the subject matter of this specification.

29.2 Personal data processing

29.2.1 Both parties undertake to comply with the provisions of the applicable personal data protection regulations: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons and [Organic Law 3/2018 of 5 December on personal data protection and the guarantee of digital rights](#).

29.2.2 With respect to the personal data provided mutually to perform the contract, the contractor and the Foundation undertake to use them for the sole purpose of managing the contractual relationship and facilitating the development of the contract purpose and cannot use them for any purpose other than that for which they were provided. Failure to comply with what is stipulated in this section shall give rise to the corresponding liability of the defaulting party, including the sanction to which its action could give rise.

29.2.3 As regards the personal data that the tenderers in general and the contractor in particular provide to the Foundation, and in accordance with the provisions of the General Data Protection Regulation, you are hereby informed that:

- The data controller is the International and Ibero-American Foundation for Administration and Public Policies, the contact details of which for notification purposes are as follows:
 - Management: C/ Beatriz de Bobadilla 18- 4th floor, CP 28040, Madrid



- Telephone: 915 914 600
- Fax: +34 915 352 755.
- Email: juridico@fiiapp.es.

- The personal data you provide are necessary to perform this contract, they shall be kept throughout its term and subsequently to comply with legal obligations and for statistical purposes.
- The rights of withdrawal to previously given consent, access, rectification, erasure (right to forget), objection, blocking, limitation of the processing and portability of personal data may be exercised through any type of communication and by any of the means indicated above (letter, mail, telephone or fax).

30. SPECIAL PERFORMANCE CONDITIONS

The fulfilment of the following environmental obligations shall be considered special performance conditions and are deemed essential to fulfil the contract purpose:

- The use of recycled paper shall be mandatory as regards the physical submission of all the documentation generated in the performance the contract arising from this tender: invoices, reports etc.

31. BILLING AND PRICE PAYMENT

31.1 Pursuant to the conditions set out in the guidance documents to this tender, the contractor shall be entitled to receive payment of the agreed price that corresponds to the services effectively provided to and formally received by the Foundation. The services performed in each calendar month by the successful tenderer shall be broken down in the invoice, itemising the measurements done during that month and multiplied by the unit prices tendered.

31.2 The invoice must refer to the delivery notes of the services performed and that have been delivered to the Foundation Contract Manager.

31.3 Payment shall be made after every delivery of equipment for each request of the Foundation during the term of the contract upon submission of the invoice in two original copies. Value Added Tax must be charged as an independent item in the document submitted for collection. Payment shall be by bank transfer to the account specified by the contractor no later than thirty (30) days following the date of issue of the invoices, provided that they are received in the Foundation within the first seven (7) days of the month following the date of issue, otherwise, the payment deadline calculation shall be as of the first day of the month in which the invoice is received at the Foundation.

31.4 Whatever the case, any payments made by the Foundation to the contractor shall be subject to the fulfilment by the latter of all of its obligations under the contract.

32. IMPOSING OF PENALTIES

32.1 Definition

Failure to comply with the obligations contained in the STC and the TS shall entitle the Foundation to impose the penalties established in this clause on the successful tenderer, without prejudice to the obligation to compensate for the damages the Foundation may be caused.

32.2 Imposing of Penalties



32.2.1 The imposition of penalties, which can be cumulative, shall not require any other mandatory procedure other than hearing the contractor.

32.2.2 The amount of the penalties shall be deducted from the monthly payments and, where appropriate, from the performance bond.

32.2.3 When penalties are charged against the performance bond, the contractor shall be obliged to make good the amount in question no later than fifteen business days following notification of the penalty.

32.2.4 Penalty amounts do not exclude compensation for damages to which the Foundation may be entitled due to contractor breaches.

32.2.5 Likewise, the penalty scheme referred to in this clause shall be applied by the Foundation regardless of whether the facts that give rise to its imposition may be grounds for contract rescission. In this case, the Foundation shall initiate the procedure to rescind the contract for contractor breach in accordance with the provisions of current legal regulations.

32.2.6 Upon breach of contract, the Contract Manager must submit an assessment report and a penalty proposal, where appropriate, to the Contracting Authority.

32.2.7 If the number of individual and/or accumulated penalties reaches ten per cent (10%) of the total amount of the contract, the Contracting Authority shall be entitled to rescind the contract for cause attributable to the contractor.

32.3 Breaches subject to penalty

32.3.1 When, for reasons attributable to the successful tenderer, the contract has not been formalised within the deadline indicated in this document, the Foundation may impose a penalty consisting of three (3) per cent of the Tender Baseline Budget, excluding VAT, as a penalty, which shall first be applied to the performance bond if it has been issued, without prejudice to the application of the contract prohibition provided for under Article 71(2) of the LCSP.

32.3.2 Delay in delivery of the supply: 30 days after the successful tenderer has received the request for supplies 15%

33. BOND TERM

33.1 Given the nature of the contract there is no bond term as contractor liability ends with the termination of the contract.

33.2 In the light of the foregoing, after contract termination, if there are no liabilities to be claimed against performance bond, an order shall be given for the return of the same.

34. COMPLIANCE WITH THE CONTRACT AND RECEIPT OF THE SUPPLY

34.1 The contract shall be deemed as discharged by the contractor when, after the full term of the contract has expired, the contract has been performed in accordance with the terms and conditions of the same and its purpose fully fulfilled to the satisfaction of the Foundation.

34.2 Within a maximum period of one month as of the date of completion of the term of this contract, the Provisional Acceptance Certificate shall be signed, provided that the supply has been fulfilled in accordance with the terms and conditions of the contract documents.



34.3 The existence of minor deficiencies shall not prevent the signing of the Provisional Acceptance Certificate. Wherever such deficiencies exist, they must be recorded in the aforementioned certificate along with the deadline for the remedying of the same.

34.4 If the supply under contract fails to meet the necessary conditions for its reception, the Foundation shall issue written instructions for the contractor to remedy the observed defects, and shall not proceed with acceptance until such instructions have been met, duly applying the penalty system for delay stipulated herein.

34.5 Failure to comply with the aforementioned instructions without just cause may lead to the imposition of a penalty or contract rescission.

34.6 After the guarantee period has elapsed satisfactorily without defects, the appropriate checks have been done and the deficiencies indicated in the Final Acceptance Certificate have been remedied to the full satisfaction of the Foundation, the final performance bond shall be returned.

34.7 The subsistence of defects, which in the opinion of the Foundation are not especially important with respect to the purpose of this contract, shall not be an obstacle to the signing of the aforementioned certificate. Nonetheless, in such cases the contractor must expressly and in writing commit to remedying these defects or anomalies within the specified deadline, and duly extend the performance bond to guarantee those still subsisting contractor obligations.

35. CONTRACT MODIFICATIONS

35.1 Any modification to the contract shall require the corresponding contract regularisation. Said contract document must be signed by both parties in two original copies.

35.2 All contract modifications shall be governed by the provisions of Articles 203 to 207 of the LCSP.

36. CONTRACT ASSIGNMENT

36.1 The rights and obligations arising from this contract may be assigned by the successful tenderer to a third party provided that the technical or personnel qualities of the assignor have not been a determining factor for the award of the contract, the circumstances and requirements under the Article 214(2) of LCSP are met and any such assignment does not result in an effective restriction of market competition.

36.2 Without prejudice to the provisions of Article 214(2)(b) of the LCSP, the contract assignment to a third party may not be authorised when it involves a substantial alteration of the contractor's characteristics whenever these constitute an essential element of the contract.

37. CONTRACT SUSPENSION

37.1 The Foundation may suspend, either wholly or in part, provisionally or definitively, the performance of work. In such a case, the contractor shall have no other right but that of claiming the amount for services actually provided up to that time and for any expenses incurred and duly accredited.

37.2 When a suspension is ordered, a document shall be drawn up in which the circumstances that have caused the suspension and the de facto contract progress up to that moment shall be recorded and the contractor heard.



38. FORCE MAJEURE

38.1 Neither party shall be liable for breach of contractual obligations, whenever such a breach is due to force majeure. Accordingly, that which is provided for under Article 1,105 of the Spanish Civil Code shall hold to determine the cause of force majeure.

38.2 For force majeure to be given as the grounds for a delay in the delivery of supplies, the non-compliant party must notify of the force majeure circumstance in writing immediately upon its occurrence and duly accredit it. In such a case, the term or milestone affected by any such delay shall be extended to the extent of the delay in question, with all other unaffected obligations and deadlines remaining in place.

38.3 As long as the cause of force majeure has been duly accredited, no penalty shall be imposed on or compensation claimed of the non-compliant party.

39. SUBCONTRACTING

39.1 All activities covered by the contract must be done directly by the successful tenderer. 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 tenderer, under the terms provided for in Articles 215 and 216 of the LCSP. Acceptance of subcontracting must be given explicitly. Any subcontracted company must be up to date with respect to all tax and social security payment obligations.

39.2 The successful tenderer shall be liable to FIIAPP F.S.P. for the actions of the subcontracted company in all areas, including service quality, delivery deadline, completion and data and information processing obligations, as well as fulfilment by the subcontracted company of its social and tax obligations.

40. INTELLECTUAL PROPERTY

40.1 Definition of Intellectual and Industrial Property Rights

For the purposes of these Special Administrative Terms and Conditions *“Intellectual and Industrial Property Rights”* shall mean

- a) All rights recognised by intellectual property legislation (copyright, related and sui generis rights and others).
- b) All rights recognised by industrial property legislation (patents, trademarks, utility models, industrial models and drawings and any other rights).
- c) All recognised owner know-how and trade secret rights.

40.2 FIIAPP Intellectual and Industrial Property Rights

40.2.1 All FIIAPP Intellectual and Industrial Property Rights, including those regarding FIIAPP materials, documents, hardware and software, as well as trademarks, trade names, logos, symbols or any other distinctive FIIAPP sign appearing on any material related to the performance of work under these Special Administrative Terms and Conditions and, where appropriate, the contract that the parties



sign, or in any other document provided by FIIAPP to the successful tenderer, regardless of whether or not they are registered, belong to FIIAPP.

40.2.2 The contractor may not use FIIAPP Intellectual and Industrial Property Rights except in cases where it is strictly necessary to fulfil the obligations arising from the performance of the contract that is the subject matter of these Special Administrative Terms and Conditions and, where appropriate, the contract that the parties sign. Any such use is limited in time to the term of the said contract.

40.2.3 For these purposes, FIIAPP grants the successful tenderer a non-exclusive and non-transferable use licence for all those materials on which the latter holds Intellectual and Industrial Property Rights that the successful tenderer must access when performing the contract. This licence is granted solely with respect to the necessary rights for the exclusive purposes indicated and during the term of the contract. It shall be understood as expressly revoked upon contract termination. Moreover, the said licence does not imply the assignment of any other right to the successful tenderer.

40.2.4 On termination of the performance of the contract that is the subject matter of these Special Administrative Terms and Conditions, the contractor may not retain any material with respect to which FIIAPP holds Intellectual and Industrial Property Rights under any circumstances, all of which must be returned to FIIAPP. Accordingly, the successful tenderer must erase all copies it has in any format that contains this material and must certify before FIIAPP, if so requested, the said erasure and non-preservation of copies, leaving both these and the originals solely in the possession of FIIAPP.

40.3 Transfer of Intellectual and Industrial Property Rights to FIIAPP: developments or specific works for FIIAPP

40.3.1 For the purposes of this clause, “*Materials*” shall mean each one of the works prepared or developed specifically for FIIAPP (including, where appropriate, the object code and the source code) in compliance with the obligations under these under any circumstances Specifications Special Administrative Terms and Conditions and, where appropriate, the contract signed by the parties.

40.3.2 All rights to the materials and derivatives of the materials, including Intellectual and Industrial Property Rights, shall correspond to FIIAPP originally or, where this is not legally possible, by assignment of the successful tenderer.

40.3.3 The assignment stipulated in the previous paragraph includes without limitation the rights of reproduction (total or partial), distribution, public communication (including the method to make them available), and transformation (translation, adaptation, arrangement, among others) for their use through any medium, support or format and through any system, procedure or mode of transmission, communication or distribution, either free or paid, whether using the materials alone or together with others, as well as the right to request on behalf of FIIAPP the records of Intellectual and Industrial Property Rights that FIIAPP decides. Accordingly, the successful tenderer shall be at the disposal of FIIAPP to sign the documents that FIIAPP considers necessary to secure its rights.

40.3.3 The assignment in favour of FIIAPP is understood to be granted exclusively and worldwide for the entire duration of the rights and includes the power to assign the rights to third parties. The successful tenderer guarantees that neither the transfer regulated herein nor the use by FIIAPP of the materials as allowed herein shall infringe any third-party rights

40.4 Transfer of Intellectual and Industrial Property Rights to FIIAPP: commercial software

40.4.1 The contractor shall grant FIIAPP licences for the software that is the subject matter of that supply specified in the Technical Specifications (“Software”), on a non-exclusive, non-transferable basis (except in cases of merger, spin-off, segregation, corporate reorganisation or assignment, in perpetuity until it enters the public domain, without any territorial restriction and with sufficient scope so that FIIAPP, either directly or through the third parties that it may subcontract, where appropriate, or to which it outsources its systems, equipment and applications, can use the software for its proposed purpose as a legitimate user.



40.4.2 Likewise, the contractor expressly agrees to the transfer of intellectual property rights to FIIAPP in relation to all technical and user documentation, and in general any that is drafted or provided under these Special Administrative Terms and Conditions with the same scope as indicated in the previous paragraph regarding the software.

41. CONTRACT RESCISSION AND ITS EFFECTS

41.1 Contract effects and rescission shall be governed by the rules of private law. Notwithstanding the foregoing, the provisions of Article 319 of the LCSP shall apply.

41.2 The contract shall be terminated either by its full discharge or by rescission. The contract shall be understood to have been discharged to the satisfaction of the Foundation when all the services under contract have been performed as stipulated in the terms and conditions. Grounds for rescission shall be those established in general by Spanish private law.

41.3 The rescission of the contract for reasons for which the contractor is accountable shall entail payment of the actions by the Foundation, the amount for which shall be obtained based on those carried out. Any penalties imposed, as well as the compensation that would result from damages, shall be deducted from this payment. Compensation shall be charged against the performance bond, without prejudice to the subsistence of the contractor's liability regarding any amount that exceeds the same.

41.4 The following shall be specific grounds for contract rescission:

- The death or incapacity of the individual Contractor or the extinction or transformation of the legal personality of the Contractor Company.
- Failure of the parties to comply with their obligations under these Special Administrative Terms and Conditions.
- The unilateral withdrawal of the Foundation, when for reasons of urgency, unforeseeable or unavoidably envisaged needs at the time the contract is executed, the performance of the contract is required under technical conditions or within terms other than those agreed upon and the contractor is unable to perform the contract under these new terms and conditions.
- Mutual agreement between the parties.
- The physical or legal impossibility of performing the purpose of the contract.
- Failure of the contractor to provide the performance bond.
- Delays in meeting deadlines by the contractor.
- Failure to comply with the sub-contracting terms and conditions.
- Breach of the commitment to dedicate or assign sufficient human or material resources to the performance of the contract.
- Urgent and/or unpredictable reasons.
- Non-compliance with the obligation to secrecy regarding the data or background information which, not being public or self-evident, are related to the purpose of the contract.
- The contractor infringing, during the term of the contract, on any of the contracting prohibitions under Article 71 of the LCSP, resulting in the unforeseeable loss of the business or professional authorisation required to perform the contract.
- Committing specific non-compliances when the amount of penalties amounts to 10% of the award amount.
- Any other cause for rescission expressly stated in the contract documentation.

42. CHALLENGES AND COMPETENT JURISDICTION

42.1 Administrative Action

42.1.1 Ordinary Appeal

In accordance with Article 44(6) of the LCSP, the decisions made in this award procedure can be



challenged administratively within one month under Law 39/2015 of 1 October on the Common Administrative Procedure for Public Administrations before the Secretariat of State for International Cooperation and for Ibero-America and the Caribbean as the body to which this Foundation is attached.

42.1.2 Special Appeal for Procurement Matters

42.1.2.1 Under Article 44(2) of the LCSP, the following issues shall be open to special appeal in procurement matters prior to filing a contentious-administrative action:

- a) Tender notices, specifications and contract documents that establish the conditions that must govern the tender.
- b) Procedural decisions adopted in the award procedure, provided that they directly or indirectly affect the award, determine the impossibility of continuing the procedure or cause defencelessness or irreparable damage to legitimate rights or interests. Whatever the case, the above circumstances shall be considered to hold with respect to Award Committee or Contracting Authority decisions that order the acceptance or rejection of candidate persons or tenderers, or the acceptance or rejection of bids, including bids that are excluded as a result of being abnormally low under application of Article 149 of the LCSP.
- c) Award orders.
- d) Modifications based on non-compliance with the provisions of Articles 204 and 205 of the LCSP on the grounds that the modification should have been the subject of a new award.

42.1.2.2 The appeal procedure must be initiated in writing and filed within fifteen business days, calculated in the manner provided for in Article 50 of the LCSP. Notwithstanding, if the appeal is based on any of the grounds for nullity under Article 39(2)(c), (d), (e) and (f) the period shall be thirty days or six months, depending on the case.

42.1.2.3 The filing of ordinary administrative remedies shall be unwarranted against actions open to challenge by means of the special appeal.

42.1.2.4 The lodging of the special appeal for procurement matters shall be optional, free of charge for the appellants and shall be processed in accordance with the provisions of Articles 44 to 59 of the LCSP.

42.1.2.5 A contentious-administrative appeal shall be the only resort against the appeal decision under paragraph Article 10(1)(k) and (l) and Article (11)(1)(f) of Law 29/1998 of 13 July regulating the Contentious-Administrative Jurisdiction. Without prejudice to the filing of the contentious-administrative appeal, the resolution of the special appeal for procurement shall be directly enforceable.

42.2 Legal Action

42.2.1 The contentious-administrative jurisdictional order shall be competent to resolve issues related to the preparation, award and contract modifications under the terms and conditions of Article 27(1)(c) of the LCSP.

42.2.1 The civil law system shall be competent to resolve disputes that arise between the parties in relation to effects and rescission, except as regards contract modification, which shall be governed by the terms and conditions indicated above, with respect to which the Courts and Tribunals of Madrid capital shall be the competent body, with both parties expressly waiving any entitlement to their own jurisdiction should this be other.

ANNEX I

BOND FORM

The entity (business name of the credit institution or mutual guarantee company), holder of Tax ID No.:, with address (for the purposes of notifications and requirements) at... .., (Street/Square/Avenue), (Postcode), and on its behalf (name and surname of proxies),, holders of sufficient powers to act hereto as accredited by the powers referred to below, hereby

GUARANTEES

the company (name and surnames or company name of the guaranteed party) holder of Tax ID No.:, before the International and Ibero-American Foundation for Administration and Public Policies under the Public Sector Procurement Act and the Special Terms and Conditions that have governed the tender and to respond to the obligations arising from the contract, the purpose of which is, for the amount of (in writing and numbers) euros.

The guarantor hereby declares at its sole liability that it meets the requirements provided for in the LCSP.

This bond is granted jointly and severally with respect to the principal, with express waiver of the benefit of excussion and a commitment to pay the Foundation on demand.

This bond shall be good until the Foundation, or whoever is legally authorised to do so on its behalf, authorises its cancellation or return.

.....(Place and date)

.....(Company name of the entity)

.....(Signature of the proxies)

ANNEX II
SURETY BOND CERTIFICATE FORM

Certificate number.....

The insurer _____, hereinafter "the insurer", holder of Tax ID No.: _____ and domiciled for the purposes of notifications and orders at No _____ Street _____ Town/City, Postcode _____, duly represented by the attorney Mr/Mrs/Ms _____, holder of sufficient powers to act hereto as accredited by the powers referred to below, hereby

INSURES

_____, holder of National ID No.: _____, as insurance policyholder, before the Ibero-American Foundation for Administration and Public Policies, hereinafter "the insured party", up to the amount of _____ (in writing and numbers) _____ euros under the terms and conditions established in the LCSP, its implementing regulations and the special terms and conditions that govern the contract, the purpose _____ of _____ which _____ is

_____, as a performance bond, to respond to the obligations, penalties and other expenses that may arise in accordance with the aforementioned rules and other administrative conditions before the insured party.

The insurer hereby declares at its sole liability that it meets the requirements provided for in the LCSP.

Failure to pay the premium, whether this be a single payment, the first instalment or subsequent ones, shall not entitle the insurer to rescind the contract, neither shall it be without effect nor the coverage of the insurer suspended nor the latter released from its obligation in the event that the insurer must put the performance bond into effect.

The insurer may not use the challenges that may apply against the policyholder to oppose the insured party.

The insurer undertakes to compensate the insured party at first call of the Foundation under the provisions of the LCSP.

This surety bond shall be good until the International and Ibero-American Foundation for Administration and Public Policies, or whoever is legally authorised to do so on its behalf, authorises its cancellation or return, in accordance with the provisions of the LCSP and complementary legislation.

At _____, on _____ of _____

Signed:

Insurer



ANNEX III
(ENVELOPE 1)

STATEMENT OF COMPLIANCE AND OF BEING UP TO DATE WITH TAX OBLIGATIONS AND SOCIAL SECURITY CONTRIBUTIONS

Mr/Mrs/Ms _____, of legal age and holder of National ID/Foreign Resident's ID No.: _____, on his/her own behalf or on behalf of the company _____, with registered office at _____, and Tax ID No.: _____ in his/her capacity as _____, to participate in the tender called by the International and Ibero-American Foundation for Administration and Public Policies to hire _____, under his/her personal liability and for the purposes set forth in Article 140(1)(c) of the Public Sector Procurement Act 9/2017 of 8 November hereby

DECLARES

- That the company is validly constituted and that according to its corporate purpose it can submit a bid for tender and that the signatory of the statement holds the necessary powers to submit the bid and the statement of compliance.
- That it has the corresponding qualification, where appropriate, or meets the economic, financial, technical and professional requirements under the terms and conditions of the compliance specification.
- That the company is not subject to any cause of prohibition to enter into contracts with the public sector, pursuant to the provisions under Article 71(1) of the LCSP
- That the company is up to date with respect to all its tax and social security obligations under current legislation, and undertakes to provide proof of this requirement before any contract is formally executed, in accordance with the General Terms and Conditions of the contracting process, should its bid be successful.

At,....., on..... of.....

(Place, date and signature of the tenderer)

Signed:



ANNEX IV
(ENVELOPE 1)

LETTER OF INTENT TO
SET UP A JOINT VENTURE

Mr/Mrs/Ms _____, of legal age and holder of National ID/Foreign Resident's ID No.: _____, in his/her own name or in representation of the company _____, with registered office in _____, and holder of Tax No.: _____ in his/her capacity as _____, under his/her personal liability.

Mr/Mrs/Ms _____, of legal age and holder of National ID/Foreign Resident's ID No.: _____, in his/her own name or in representation of the company _____, with registered office in _____, and holder of Tax No.: _____ in his/her capacity as _____, under his/her personal liability.

Hereby undertake to establish a joint venture in accordance with the provisions of the LCSP to participate in procurement tender file

If awarded the tender, they undertake to formalise the said joint venture in a public deed.

The participation of each member in the joint venture is a follows:

_____ XX%.
_____ XX%.

_____ is appointed as the legal representative of the aforementioned joint venture.

Date

Signatures of each member of the joint venture



ANNEX V
(ENVELOPE 1)

STATEMENT OF TENDERER MEMBERSHIP OF A CORPORATE GROUP

Mr/Mrs/Ms _____, of legal age and holder of National ID/Foreign Resident's ID No.: _____, in his/her own name or in representation of the company _____, with registered office in _____, and holder of Tax No.: _____ in his/her capacity as _____, under his/her personal liability.

Mr/Mrs/Ms _____, of legal age and holder of National ID/Foreign Resident's ID No.: _____, in his/her own name or in representation of the company _____, with registered office in _____, and holder of Tax No.: _____ in his/her capacity as _____, under his/her personal liability

DECLARES

That in relation to the **circumstances provided for under Article 42 of the Spanish Code of Commerce** (indicate as appropriate):

- ☐ The tenderer does not belong to any corporate group and therefore is not in any of the circumstances mentioned therein.
- ☐ NO other company linked to the declarant is bidding for this tender.
- ☐ There ARE other companies linked to the declarant bidding for this tender, which are:

Signed by: _____ Tendering Company (business name):
Company representative:
Company Tax ID No.:
Date:

ANNEX VI
(ENVELOPE 1)

STATEMENT OF COMMITMENT TO THE
INTEGRATION OF SOLVENCY THROUGH EXTERNAL RESOURCES

Mr/Mrs/Ms _____, of legal age and holder of National ID/Foreign Resident's ID No.: _____, on his/her own behalf or on behalf of the company _____, with registered office at _____, and Tax ID No.: _____ in his/her capacity as _____, to participate in the tender called by the International and Ibero-American Foundation for Administration and Public Policies to hire _____, under his/her personal liability,

DECLARES

That the company I represent intends to integrate **solvency through external resources** to meet the selection criteria herein.

- Identity of the economic operators, resources or specific capabilities (or classification, where appropriate) of each one resorted to:.....
- If any economic operator is subject to the contract prohibition under Article 71 of the LCSP, indicate below:

Date and signature

ANNEX VII
STATEMENT OF LEGAL PERSON COMPLIANCE

Mr/Mrs/Ms _____, of legal age and holder of National ID/Foreign Resident's ID No.: _____, in his/her capacity as _____ (legal representative, CEO, sole administrator, etc.) of the company _____, holder of Tax ID No.: _____, with address for notifications at No. _____, Postcode _____, _____ (town/city), for the purpose of compliance with the provisions of current regulations on anti-money laundering and the financing of terrorism hereby

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]



ANNEX VIII
(ENVELOPE 1)
STATEMENT OF COMPLIANCE WITH SOCIAL REGULATIONS

Mr/Mrs/Ms _____, of legal age and holder of National ID/Foreign Resident's ID No.: _____, on his/her own behalf or on behalf of the company _____, with registered office at _____, and Tax ID No.: _____ in his/her capacity as _____, to participate in the tender called by the International and Ibero-American Foundation for Administration and Public Policies to hire _____, under his/her personal liability,

DECLARES

A) That the company he/she represents: (Check the appropriate box)

- ☐ employs over 250 workers and complies with the provisions of Article 45(2) of Organic Law 3/2007 of 22 March on effective equality for women and men with respect to the development and implementation of an equality plan.
- ☐ employs 250 workers or less and pursuant to the applicable collective bargaining agreement complies with the provisions of Article 45(3) of Organic Law 3/2007 of 22 March on effective equality for women and men with respect to the development and implementation of an equality plan.
- ☐ under Article 45(5) of Organic Law 3/2007 of 22 March on effective equality for women and men the company is not obliged to elaborate and implement the equality plan.

B) That pursuant to Article 42 of the Consolidated Text of the General Law on the rights of persons with disabilities and their social inclusion approved by Royal Legislative Decree 1/2013, of 29 November, the total number of workers in the company is _____, accordingly:

- ☐ The company **is not subject** to the obligation to employ 2% of workers with disabilities as it employs less than 50 people.
- ☐ The company **is subject** to the obligation to employ least 2% of workers with disabilities as it employs 50 or more people. The specific number of employees with disabilities in the company is _____.
- ☐ The company is subject to the obligation to employ at least 2% of workers with disabilities as it employs 50 or more people, however it **is exempt** from this obligation on complying with the adoption of alternative measures under Royal Decree 364/2005 8 April regulating alternative compliance with the job quota reserved for workers with a disability. In this case, the following attached documentation must be submitted with this statement:

- Copy of the statement of exception and
- tenderer statement with the specific measures applied to that effect.

Date and signature



ANNEX IX
(ENVELOPE 1)

**STATEMENT OF SUBMISSION TO THE JURISDICTION OF SPANISH COURTS AND TRIBUNALS
BY FOREIGN TENDERERS**

Mr/Mrs/Ms _____, of legal age and holder of National ID/Foreign Resident's ID No.: _____, on his/her own behalf or on behalf of the company _____, with registered office at _____, and Tax ID No.: _____ in his/her capacity as _____, to participate in the tender called by the International and Ibero-American Foundation for Administration and Public Policies to hire _____, under his/her personal liability,

DECLARES

- ☐ That the tenderer agrees to submit to the jurisdiction of Spanish Courts and Tribunals no matter what their level, for all incidents that may arise directly or indirectly from this tender or which may arise from the contract thereof, waiving its right, where appropriate, to any foreign jurisdiction that may correspond to it.
- ☐ That, in addition to the above, the company he/she represents, belonging as it does to a state that is not a member of the European Union or a signatory to the European Economic Area Agreement, shall provide, if it is awarded the tender, the following documentation:
 - Report issued by the Permanent Diplomatic Mission or Consular Office of Spain of the place of domicile of the company, in which it is recorded, subject to accreditation by the company, that it is registered in the local professional, commercial or similar Registry or, failing that, that it acts, trades or operates regularly in the area(s) of activity covered by the subject matter of the contract.
 - Reciprocity report under Article 68 of the LCSP.

Date and signature

ANNEX X

APPLICATION OF FORMULA-WEIGHTED CRITERIA (ENVELOPE No. 2)

LOT 1: Max price €121.440,00 € transport included

Mr/Mrs/Ms of legal age, a resident of(town/city) and holder of National ID No.:
 in his/her own name or on behalf of the company, with registered office at
, and holder of Tax ID No.: in order to participate in the tender the purpose of which is
 _____, and which has been convened by the International and
 Ibero-American Foundation for Administration and Public Policies, hereby states that it:

Undertakes to perform the service for which it is submitting a tender, subject to the requisites and required conditions, for the price of:

FURNITURE													
Item	Description	Maximum Price in Euros x unit	Unit price ABUJA	Unit price Edo State	Unit Price Enugu State	Unit Price Kano State	Unit Price Lagos State	Unit Price Benue State	Unit Price Osun State	Unit Price Sokoto State	Unit Price Akwa Ibom State	Unit Price Ondo State	Unit Price Oyo State

Beds	Iron Fabricated Twin Bunk Bed with Attached ladder (6ft x 3 ft)	390,00 €											
Beds	Wooden Made Twin Bunk Bed with Attached ladder (6ft x 3 ft)	320,00 €											
Beds	Single Wooden Made bed (6ftx3ft)	150,00 €											
Sick Bed	Manual bed with rolling tires. Back rest lifting angle at 0 - 80 (+/-5)	230,00 €											
Mattresses	6ft x 3ft x6inches thickness	60,00 €											
Wardrobe for Clothing	Wooden Wardrobe 4ft x 6ft	150, 00 €											
Wardrobe for Clothing	Wooden Wardrobe 6ft x 6ft	200,00 €											
Wardrobe for Clothing	Wooden Wardrobe 8ft x 8ft	380,00 €											
Bedside table	Plastic + steel.	40,00 €											
Bedside table	Wooden bedside table	35,00 €											
Bedside lamp	Plastic made bed side lamp	25,00 €											
Bedside lamp	Wooden Bedside lamp.	30,00 €											
Book shelve	Metal Book Shelve	180,00 €											

Book shelve	Wood made Book Shelve	230,00 €											
Dining table set	Dining table set (with 10 chairs) Wooden	650,00 €											
Plastic Chair	Plastic	15,00 €											
Kitchen cabinet	4ftx16"deep x 14 height	130,00 €											
Kitchen cabinet	5ftx16"deep x 14" height	150,00 €											
Kitchen cabinet	8ftx16" deep x 16" height	200,00 €											
Sofa	L- shape Lather fabric with Two single	480,00 €											
Sofa	Normal Plain Material sofa with two single	390,00 €											
Toilet Cabinet	2 doors	100,00 €											
Toilet Shelf Unit	Toilet Shelf Unit	50,00 €											

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

Signed:

LOT 2: Max price 16.288,00 € transport included

Mr/Mrs/Ms of legal age, a resident of(town/city) and holder of National ID No.: in his/her own name or on behalf of the company, with registered office at, and holder of Tax ID No.: in order to participate in the tender the purpose of which is, and which has been convened by the International and Ibero-American Foundation for Administration and Public Policies, hereby states that it:

Undertakes to perform the service for which it is submitting a tender, subject to the requisites and required conditions, for the price of:

[illegible]

Kitchen Knife Set	3 -6 pieces	60,00 €											
Set of glasses	Set of plastic12 glasses	45,00 €											
10 Liters Plastic Basin	10 Liters Plastic Basin	8,00 €											
10 Liter Jerrycan	10 Liter Jerrycan	10,00 €											
10 Liter Plastic Bucket	10 Liter Plastic Bucket	8,00 €											

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

LOT 3: Max price 65.630,00 € transport included

Mr/Mrs/Ms of legal age, a resident of(town/city) and holder of National ID No.:
 in his/her own name or on behalf of the company, with registered office at
, and holder of Tax ID No.: in order to participate in the tender the purpose of which is
 _____, and which has been convened by the International and
 Ibero-American Foundation for Administration and Public Policies, hereby states that it:

Undertakes to perform the service for which it is submitting a tender, subject to the requisites and required conditions, for the price of:

[illegible]

Pillow	Pillow	20,00 €											
Blankets	Cotton Blanket	45,00 €											
Clothes hanger set	Generic wooden cloths hanger set of 20	30,00 €											
Clothes hanger set	Generic plastic cloths hanger set of 20	24,00 €											
Cloth Curtain	Cloth Curtain	65,00 €											
Plastic Toilet Curtains	Plastic Toilet Curtains	38,00 €											
Mattress Protector	For 6ft x 3 ft beds	23,00 €											
Dishcloths	Pack of 6	20,00 €											
Towel set	6 pieces	60,00 €											

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

Signed:

LOT 4: Max price 45.276,00 € transport included

Mr./Mrs/Ms of legal age, a resident of(town/city) and holder of National ID No.:
 in his/her own name or on behalf of the company, with registered office at
, and holder of Tax ID No.: in order to participate in the tender the purpose of which is
 _____, and which has been convened by the International and
 Ibero-American Foundation for Administration and Public Policies, hereby states that it:

Undertakes to perform the service for which it is submitting a tender, subject to the requisites and required conditions, for the price of:

[illegible]

	and Regulator												
Gas Cooker	4 Burner Gas Cooker, Hose and Regulator	350,00 €											
Washing Machine	7-9 kg	300,00 €											
UPS	1.5kVA	180,00 €											
Fire Extinguisher	9kg Co2	45,00 €											
Solar Flood Light	Battery providing up to 12 hours of illumination	140, 00 €											
Mini Solar Kit	100pw with monocrystalline solar panel Kit.	180,00 €											

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

Signed:

LOT 5: Max price 14.730,00 € transport included

Mr/Mrs/Ms of legal age, a resident of(town/city) and holder of National ID No.:
 in his/her own name or on behalf of the company, with registered office at
, and holder of Tax ID No.: in order to participate in the tender the purpose of which is
, and which has been convened by the International and
 Ibero-American Foundation for Administration and Public Policies, hereby states that it:

Undertakes to perform the service for which it is submitting a tender, subject to the requisites and required conditions, for the price of:

TOILET (Items/Tools/Equipment)												
Item	Maximum Price in Euros	Unit price ABUJA	Unit price Edo State	Unit Price Enugu State	Unit Price Kano State	Unit Price Lagos State	Unit Price Benue State	Unit Price Osun State	Unit Price Sokoto State	Unit Price Akwa Ibom State	Unit Price Ondo State	Unit Price Oyo State
Toilet	130,00 €											
Wash basin	130,00 €											
Acrylic shower tray	150,00 €											

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

Signed:

LOT 6: Max price 16.764,00 €transport included

Mr/Mrs/Ms of legal age, a resident of(town/city) and holder of National ID No.:
..... in his/her own name or on behalf of the company, with registered office at
....., and holder of Tax ID No.: in order to participate in the tender the purpose of which is
....., and which has been convened by the International and
Ibero-American Foundation for Administration and Public Policies, hereby states that it:

Undertakes to perform the service for which it is submitting a tender, subject to the requisites and required conditions, for the price of:

SANITARY WARE												
Item	Maximum Price in Euros	Unit price ABUJA	Unit price Edo State	Unit Price Enugu State	Unit Price Kano State	Unit Price Lagos State	Unit Price Benue State	Unit Price Osun State	Unit Price Sokoto State	Unit Price Akwa Ibom State	Unit Price Ondo State	Unit Price Oyo State
Reusable Sanitary Pad	12,00 €											
Cloth diaper	12,00 €											
Pregnancy Test	8,00 €											
First Aid Kit	55,00 €											
Malaria Test Kit	30,00 €											

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

Signed: