

ADMINISTRATIVE SPECIFICATIONS FOR THE DEVELOPMENT OF A MONITORING RESULT FRAMEWORK AND EVALUATION TECHNICAL ASSISTANCE

1. BACKGROUND

FIIAPP F.S.P. is a foundation of the State public sector whose activities, characterised by the absence of profit and the pursuit of the general interest, is framed in the field of international cooperation aimed at the institutional modernisation, for the reform of Public Administrations and the attainment of democratic governance.

That, in order to its foundational purposes, the Foundation FIIAPP F.S.P. has been awarded the Delegation Agreement “Regional Law Enforcement in the Greater Horn of Africa and Yemen” Project funded by the European Union.

The overall objective of the programme is enhancing the capacity and capabilities of intelligence and law enforcement officials and prosecutors in the Greater Horn of Africa (GHOA) and Yemen to disrupt acts of terrorism and take legal actions against terrorism suspects guided by the rule of law and with due respect for Human Rights.

2. CONTRACTING AUTHORITY

The contracting authority may be, in accordance with the bidding budget, for contracts of individualized amount of up to €100,000, the Secretary-General of the FIIAPP, F.S.P.

3. LEGAL SCHEME AND COMPETENT JURISDICTION

This contract is private in nature, and the civil jurisdiction is competent for hearing any disputes that may arise from the performance hereof.

Nevertheless, this contract will be governed by the Title I of Book III of the Law 9/2017, of 8th November, on Contracts of the Public Sector (LCSP), by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014, as an international foundation, due to its legal nature and due to the contracts that it enters into. Likewise, for the purposes of this law and pursuant to articles 3.1. e) and 3.3. b) thereof, as a foundation of the public sector, it holds the status of contracting authority.

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

4. CAPACITY TO CONTRACT

All legal persons, Spanish or foreign, who have the full capacity to act, who are not subject to the prohibitions to enter into contracts as listed in section 1 of Article 71 of the LCSP and who are economically, financially, technically and professionally solvent may opt for the award of this contract. They must also hold the business or professional qualification that, if applicable, may be required to perform the activity or provide the service that constitutes the purpose of the contract. Wherefore, the regulations contained in Chapter II of Title II of Book I of the LCSP will be taken into consideration.

In the Delegated Cooperation contracts, before the formalization of any contract, FIIAPP F.S.P, will access the Central Exclusion Database of the EU to confirm contractor eligibility, in accordance with the provisions of Regulation (EC, Euratom) No 1302/2008 of the Commission, of 17th of December of 2008, related to the Central Exclusion Database (DO L 344 de 20.12.2008 p.12).

5. PURPOSE OF THE CONTRACT

The FIIAPP F.S.P. requires the contracting of a technical assistance service to providing a monitoring system and project evaluations (mid-term and final evaluation).

6. DESCRIPTION OF THE SERVICE

The service will be provided is:

- Development and roll out of an M&E framework;
- Two project evaluations (mid-term and final).

The specific objective of the assignment is to lead the development and roll out of an M&E framework, supporting the Project to determine performance and progress toward achieving outcomes outlined in the project document.

The tasks, object of this contract, will be the following:

- 1. The evaluation company will be responsible for the development of a methodology and a monitoring and evaluation system, as well as updated the logical framework and the monitoring indicators, advising the FIIAPP on these issues.**

The Consultant will assist the PMU in reviewing M&E needs and establishing necessary practical procedures and measures in order to operationalize M&E (data collection and processing). The consultant is expected to design a practical M&E system with regard to the following key aspects:

1. What needs to be measured? Quantitative and qualitative indicators.
2. What is the most appropriate source of information that needs to be collected?
3. How to collect the information and how often?
4. How to store and analyze data?

2. Evaluations: The development of the evaluations will be carried out in two phases:

- A **mid-term evaluation** as part of a M&E system.
- A **final evaluation** as part as a M&E system.

In terms of its geographical scope, the evaluation will cover the nine beneficiary countries of the project, taking into account that so far now there have been activities in six of them.

7. TENDER BUDGET

The maximum budget of this tender will be the following:

Professional fees: 60.000 euros (vat not included)

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

8. CONTRACTUAL TERM

Provision of the service will take place from the signature of the contract until the end of the project execution, with a possibility of extension if the project is extended after EC approval.

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

9. PROCEDURE AND FORM OF AWARDING THE CONTRACT

For the award of these contracts, the FIIAPP F.S.P. will undertake a negotiated procedure in which at least three companies authorised for the

purpose of the contract will be invited to submit a bid, to the extent possible.

10. PRESENTATION OF PROPOSALS

In order to participate in this tender, the proposing party must submit, at the Registry of the FIIAPP F.S.P., located at C/ Beatriz de Bobadilla 18-4^o de Madrid, and before 12:00 p.m. on 24th October 2018, the bid that they propose, in three sealed envelopes. These envelopes must be addressed to Legal Advisory indicating, on the outside of each one, the tender procedure and reference number for which the bid is being submitted, the signature of the proposing party, the name of the company, the full name and capacity of the person signing the proposal and the information of the contact person at the company, all of which must be written legibly.

In the event that the bid is sent by mail, the tenderer must justify the mailing date at the Postal Office and must inform the FIIAPP F.S.P. that a bid has been sent by sending a fax to 34 91 533 58 63, by sending a telegram that same day or by sending an e-mail sent to juridico@fiiapp.org. If both requisites are not met, the bid will not be admitted if it is received at the FIIAPP F.S.P. after the end of the period indicated in the announcement.

11. FORM AND CONTENT OF THE PROPOSALS

Companies that submit bids must include the following points:

A. Envelope No. 1. Administrative proposal.

The proposal must contain the following documentation:

1. The **capacity to act** will be proved by:

a) 1.1. Spanish proprietors.

Companies with a legal personality.

The capacity to act of companies that are legal persons will be proved by the founding and amending deeds thereof, recorded in the Companies Registry when this is a requirement in accordance with applicable commercial legislation. If it were not a requirement, proof the capacity to act will be given by the deed or document of incorporation or amendment, by the articles of association or by the founding deed, which must record the rules according to which the business activity is regulated and which must be recorded in the corresponding official registry, if applicable.

1.2. Foreign proprietors.

EU companies:

EU companies may submit a proposal if they accredit, in accordance with the State legislation in which they are established, that are qualified to perform the corresponding service, according to the provisions in article 67 of the Spanish Law 9/2017, of 8 November, on Public Sector Contracts, by which the European Parliament and Council Directives 2014/23/EU and 2014/24/EU, of February 26, 2014, are transposed into Spanish law.

Non-EU companies:

Legal persons of non-member States must justify, by a report from the respective Permanent Diplomatic Mission of Spain, which must accompany the submitted documentation, that the State of origin of the company admits Spanish companies when contracting with public administrations.

Likewise, when the contract is for works, that company must also have a branch in Spain, it must have attorneys or representatives appointed and it must be recorded in the Companies Registry. Comply with the corresponding provisions in art. 68 of Law 9/2017, of November 8, on Public Sector Contracts, by which the Directives of the European Parliament and Council 2014/23/EU and 2014/24/EU, of February 26 of 2014, are transposed into Spanish law.

1.3. Temporary joint venture:

When two or more companies submit bids to a tender as a temporary joint venture, each one of the proprietors comprised in the joint venture must prove their legal personality, capacity to act, and their representation. In a private document, they must state the names and circumstances of the signing proprietors, the equity holding of each one and the person or entity that, during the contractual term, holds full powers of representation (article 69 of the Spanish Law 9/2017 of 8 November, on Public Sector Contracts, by which the Directives of the European Parliament and Council 2014/23/EU and 2014/24/EU, of February 26 of 2014, are transposed into Spanish law).

b) And documents that prove representation:

The person with power of representation must include a notarised or administratively certified copy of their powers of attorney, together with a copy of their National Identity Document or, if applicable, the document that serves in its stead.

2. **Statement of compliance** declaration of having full capacity to act and not being subject to the prohibitions from contracting, listed in article 71 of Law 9/2017, of November 8, on Public Sector Contracts, by which the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of February 26 of 2014, are transposed into Spanish law (Annex II).

3. All legal persons wishing to submit a tender must attach the following documentation for the **identification of the beneficial owner** (articles 3 and 4 of the law on the prevention of money laundering, Spanish Law 10/2010, of April 28):

Identification of the individual or natural persons who, ultimately own or control, directly or indirectly, a percentage greater than 25% of the share capital or voting rights of a legal person, or through other means exercise(s) control, directly or indirectly, of the management of a legal person. Companies that are listed on a regulated market in the EU or equivalent third countries are excluded (Annex III).

4. Solvency:

- Accredited by (choose option) 1: the annual turnover of the bidder or 2: the annual turnover in the area to which the contract refers, which refers to the year with the highest turnover in the last three years concluded according to the date of establishment or start of activities of the company and presentation of the offers, for an equal or over amount as the amount of calculating the 1.5 of the estimated annualized budget (77.142€).

On the assumption of not be able to compute the whole year, due to the constitution date or the provider's beginning of the activities, the business trade to be accredited shall be the result of dividing the before amount per 12 and of multiplying by the number of months, entirely, of the provider's activity.

- Technical, at least two previous evaluations carried out for an international organization or company on security programs/projects in Africa. The projects evaluated previously must have included some training and capacity building component.

B. - Envelope No. 2: Subjectively evaluable criteria

The technical proposal will be included in this envelope, following the requirements of the technical specifications.

In addition, in the envelope No. 2 of the technical proposal, a copy of the technical proposal documentation in electronic format must be included. Non-inclusion will be cause for exclusion.

Financial data will not be allowed in the technical proposal, which will be

cause for exclusion.

C. Envelope No. 3: Objectively evaluable criteria

This envelope will include the financial proposal, according to the model included as Annex I, with the VAT stated separately, as well as the rest of automatically quantifiable award criteria.

If the documentation that, according to the Administrative Terms and Conditions, should be included in envelope No. 3, is included in a different envelope, this will be grounds for exclusion from the contracting procedure.

FIIAPP FSP will not accept any proposals where the envelopes received have been tampered with (not closed properly, open, torn, etc.)

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

- The proposals (administrative, technical, and financial) must be written in Spanish or a corresponding co-official language.
- Proposals that contain omissions, errors or cross-outs that prevent a clear understanding of what the FIIAPP FSP deems to be essential in order to consider the bid shall not be accepted.
- Each tenderer may not submit more than one proposal. Each tenderer also may not sign any proposal in a temporary joint venture with others if they have already submitted one individually or if they are recorded in more than one. A violation of these rules will give rise to not admitting the tender of any of the proposals signed by that tenderer.

All documents that are submitted must be originals or authenticated photocopies.

If the documentation is notarial, it must comply with the requisites regarding authentication set forth in the Law and in Notarial Regulations.

For this tender process, documents stamped by the Foundation at the Registry may also be validated as true copies of originals.

12. CERTIFICATION AND QUALIFICATION OF DOCUMENTS

Once the envelopes have been received by the Secretary of the Contract

Award Committee, the Contract Award Committee will meet to previously qualify the documents submitted in the proper time and manner.

If the committee observes defects or omissions in the submitted documentation that can be corrected, it will inform the interested parties verbally and in writing, thereby granting a period of no more than three business days so that tenderers can correct or amend such defects or omissions, thereby cautioning them that the tenderer will be definitively excluded if they do not proceed to correct the documentation within the granted period.

In this event, the tendering companies that are required to correct defects must send in the requested documentation by presenting it, without exception, at the Registry.

Subsequently, the Contract Award Committee will meet again to adopt the appropriate resolution about definitive admission of the tenderers in view of the received corrections.

13. CONTRACT AWARD COMMITTEE.

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

Chairman: Head of Financial Management Area of FIIAPP, F. S.P.; Gemma Cosido

Members: 1. Member of Legal Department: Sonsoles de Toledo
2. Financial Officer of the Project: Alvaro de Andrés
3. Team Leader Justice and Home Affairs: Ana Hernández Gil

Secretary: Director of the Unit Justice and Security of FIIAPP: Mariano Guillén-Oquendo

14. OPENING OF THE FINANCIAL PROPOSAL

The envelope with the financial proposals of the various bids will be opened by the Contract Award Committee in a public session on 19 November 2018 at 12:00 p.m. at the headquarters of the FIIAPP F.S.P..

15. EVALUATION OF THE PROPOSALS

Subjectively evaluable criteria	60 points
1. Accuracy and clarity of the methodological proposal and its adaptation to the purpose of the evaluations	20
2. Work plan suitable for the objectives required and the activities identified	20
3. Technical quality of the methodological proposal to systematize and present the results obtained in a systematic manner	20
Objectively evaluable criteria	40 points
1. Price	30
2. Actions of security and law enforcement issues within the Horn of Africa context	5 (1 point/action)
3. Actions in designing and implementing M&E in projects related to counter-terrorism and security in Africa	5 (1 point/action)

To apply **subjectively evaluable criteria**,

- the maximum points will be given to the best bid in this aspect, for each one of the criteria. All other tenderers will be scored in proportion to the best.
- Scores will be given according to the evaluation of the various criteria appearing in the table.

In order to evaluate the objectively evaluable criteria, the tenderer shall have been awarded a minimum of 30 points into the subjectively evaluable criteria.

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

The formula applied shall be the following:

- 1: Best financial bid: maximum score (30 points)

All other bids:

Applicable base: maximum score X $\frac{\text{Bid being assessed}}{\text{best bid}}$

- 2: Application of the criterion of proportionality.

Financial assessment: maximum score x $\frac{\text{Maximum score}}{\text{Applicable base}}$

16. AWARDING THE CONTRACT

The contract is concluded by the appropriate award of the contract by the Contracting Authority, at the proposal of the Contract Award Committee. The Contracting Authority must give the reasons for its decision if it dissents from the Award Committee's proposal.

The contract shall be awarded within a maximum period of 7 business days after opening of the sealed envelopes in a public session.

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

17. FORMAL EXECUTION OF THE CONTRACT

The document of formal execution of the contract will be executed within the period of 7 working days as from the day following reception of the notification of the award.

When, for causes attributable to the contractor, the contract could not be formally executed within the indicated period, the FIIAPP F.S.P. may resolve to terminate the same, subject to a mandatory hearing of the interested party.

The contract will be private in nature, and the civil jurisdiction is competent for hearing any disputes that may arise from the interpretation or application thereof.

18. RESPONSIBLE OF THE CONTRACT

The contracting body designates Mariano Guillén-Oquendo as the person in charge of the contract, who will supervise its execution and adopt the decisions and dictate the necessary instructions in order to ensure the correct performance of the agreed service, within the scope of the powers attributed to him or her.

19. GOVERNING RULES

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

- The clauses contained in these Specifications.
- The provisions set forth in Law 50/2002, on Foundations.
- The provisions set forth in the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014.

The failure to know any of the terms of the contract, of the documents attached

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

Pursuant to Article 27.2 of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014, the civil courts shall have jurisdiction to resolve disputes arising between the parties regarding the effects, compliance and termination of private contracts. This court order shall also have jurisdiction to hear any disputes affecting the preparation and awarding of private contracts.

20. SYSTEM OF PAYMENTS

The successful tenderer is entitled to the payment of the agreed price, in accordance with the conditions laid down in the contract, corresponding to the works actually carried out and formally received by the Foundation.

21. SUBCONTRACTING

The activities, object of this contract, must be executed directly by the successful company. Exceptionally, the FIIAPP F.S.P. may authorise the subcontracting of personnel or tasks related to the purpose of the contract by a company other than the successful bidder, under the terms provided for in Articles 215 and 216 of the LCSP. Acceptance must be express. It will be an essential requisite that the subcontractor company be current in all payment obligations regarding taxes and social security.

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

22. OWNERSHIP OF THE WORK PERFORMED

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

The successful bidder may not use on its own or provide to third parties any data of the contracted works or totally or partially publish the content of the same without the express, written authorisation of the FIIAPP F.S.P.. In any event, the successful bidder will be liable for the damages that may be derived from a breach of this obligation.

23. TERMINATION OF THE CONTRACT

According to article 319 of the Public Sector Contracts Law, the effects and termination of the contracts concluded by the contracting authorities that do not belong to the category of Public Administrations shall be governed by rules of private law; without prejudice to the causes of termination of the contract established in articles 211 and 313 of the Public Sector Contracts Law.

24. START OF WORK

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

ANNEX I. OBJECTIVELY EVALUABLE CRITERIA (ENVELOPE No. 3)

A. FINANCIAL PROPOSAL

Mr/Ms....., of legal age, a resident of..... and holder of Spanish Identity Document No., on behalf of or representing the company,, with registered address in and holder of Spanish tax ID No., in order to participate in the call for tenders:

"Development of a monitoring result framework and evaluations for the Regional Law Enforcement in the Greater Horn of Africa and Yemen Project"

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

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

Professional fee: €.....
% VAT €.....
Total €.....

(Indicate the price and the VAT separately. Failure to disaggregate the price and VAT will result in the financial offer being excluded).

In, on the of
,..... (Place, date and signature of the tenderer)

Signed:

B. ADDITIONAL AUTOMATIC TECHNICAL CRITERIA

AUTOMATICALLY QUANTIFIABLE TECHNICAL CRITERIA	OFFER DECLARED BY THE BIDDER (*)

(*) The bidder shall include the declarations the section refers to in the right column, clearly stating the offer to be evaluated automatically. If a certain aspect is not offered, you must include "NOT OFFERED" in the corresponding section of the right column.

ANNEX II

STATEMENT OF COMPLIANCE

Mr/Ms., holder of D.N.I., acting in representation of, holder of C.I.F. and with registered office at, in their capacity as and interested in the tender announced by the International and Ibero-American Foundation for Administration and Public Policies,

hereby **DECLARES**, for the purposes set forth in article 140.1 c) of Law 9/2017, of November 8, on Public Sector Contracts, by which the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of February 26, 2014, are transposed into the Spanish legal system.

- My client shall not be subject to any cause of prohibition to enter into contracts with the public sector, pursuant to the provisions set forth in Article 71.1 of the Public Sector Contracts Law.
- I am in compliance with all tax and social security obligations under prevailing legislation, and undertake to provide proof of this requirement before any contract is formally executed, in accordance with the General Terms and Conditions of the contracting process, if my client's bid is successful.

In, on the..... of ,.....

(Place, date and signature of the tenderer)

Signed:



ANNEX III

Statement of compliance for legal persons

Mr (.....), holder of Spanish tax ID number (.....), acting as (power of attorney, general manager, sole director) of (.....), holder of Spanish tax ID number (.....), and with address for notifications purposes in (.....), No. (.....), (Postal code), (City.....), for the purpose of compliance with the provisions of prevailing regulations on the prevention of money laundering and terrorism financing,

CERTIFIES

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

YES

NO

2. That the ownership or control structure of the company represented is as follows:

No partner/shareholder has a holding greater than 25%.

That the partners/shareholders with holdings greater than 25% are listed below:

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

In the event that any of the aforementioned directors, trustees or members of the board of directors are legal persons, state the name of the physical person appointed by the legal person director:

COMPANY	NAME OF DIRECTOR	IDENTIFICATION	NATIONALITY

In witness whereof, this document has been issued for all required purposes.

In (...), on (...) of (...) (...)