

## **ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACTING OF THE MID-TERM EVALUATION**

### **1. BACKGROUND**

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

According to its mission, the Foundation has been awarded the Delegation Agreement “Support to the reform of the Myanmar police force” (MYPOL project) funded by the European Union from December 2016 to November 2021.

The MYPOL project works to assist the Myanmar Police Force (MPF) in becoming a modern police agency centred on international best practices and respect for human rights. The project seeks to achieve a more preventive, service-oriented, balanced and professional approach to policing, as well as to improve the accountability of the MPF and the relationship between police and civil society and media.

All actions are aimed at reaching an effective, efficient and accountable police service that is trusted by Myanmar’s different communities. These changes mean new ways of thinking at all levels, including the way in which the police operates and builds relationships and trust.

The project focuses on three key objectives:

1- Institutional capacity: MYPOL assists in modernizing procedures, training curricula and human resource management in line with international best practices.

2- Service-orientation: MYPOL provides capacity development in order to transform the MPF in a more service-orientated agency in the area of community policing, crowd management and criminal investigation.

3- Accountability: MYPOL supports the improvement of police accountability through advisory in modern legal frameworks for security sector governance, capacity building of the Parliament, and the promotion of better collaboration and relationships between the MPF, Myanmar’s Civil Society and the media.

## **2. CONTRACTING AUTHORITY**

The contracting authority may be, according to the bidding budget, in the case of fixed price contracts of up to € 100,000, the General Secretary of the International and Ibero-American Foundation for Administration and Public Policies (FIIAPP) F.S.P.

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

This contract is private in nature and the civil courts shall have jurisdiction to hear any disputes that may arise from the execution thereof.

However, this contract will be governed by Title I of Book III of Law 9/2017 of 8 November, on Public Sector Contracts (LPSC), which transposes European Parliament and Council Directives 2014/23/EU and 2014/24/EU of 26 February 2014, into Spanish law as a public foundation, due to its legal nature and the contracts it concludes. Also, for the purposes of this law and in application of articles 3.1.e) and 3.3.b) thereof, as a foundation of the public sector, it holds the status of a contracting authority.

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

## **4. CAPACITY TO CONTRACT**

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

Before formalising any contract, FIIAPP F.S.P. will access the EU's Central Exclusion Database to verify the eligibility of the contractor, in accordance with the provisions of Commission Regulation (EC, Euratom) no. 1302/2008 of 17 December 2008, regarding the central exclusion database (OJ, L 344, 20 December 2008 p. 12).

## 5. PURPOSE OF THE CONTRACT

The FIIAPP F.S.P. requires the contracting of the services for the mid-term evaluation is to help guide the implementation of the project from now until the end of the project, so that it achieves the expected results and objectives. So, it is expected that the evaluation will inform decision-making on the future implementation of the strategy and action plan through a credible, impartial and independent assessment of the achievements and shortcomings of the strategy and action plan to date.

The specific objectives of this mid-term evaluation are:

- Reviewing progress towards the strategy's objectives and expected outcomes, including progress of gender mainstreaming.
- Identifying strengths and weaknesses in design and implementation, included gender aspects.
- Identifying risks and countermeasures,
- Assessing the likelihood of the strategy and action plan related to outputs,
- Identifying lessons learned and good practices.
- Assessing the effectiveness and the efficiency of the project's operating modalities and management structure,
- Providing recommendations for any changes needed to increase the likelihood of success (when necessary), included specific gender recommendations.

## 6. DESCRIPTION OF THE SERVICE

The service will be provided under the following terms:

The consultant, who will report to the Project Management Unit (PMU), is expected to:

- Review all relevant sources of information, such as the strategy/action plan, reports, the Delegation Agreement, Description of the Action (DOA), progress reports, the project's log frame, results matrix and indicators, as well as any other materials that the evaluator considers useful for the evidence-based assessment.
- Provide credible, reliable and useful evidence-based information. For that, the evaluator is expected to follow a participatory and consultative approach ensuring close engagement with FIIAPP, authorities, the Myanmar Police Force, the project team, the PMU, the four international cooperation agencies supporting the project, the European Union Delegation in the country and any other relevant key stakeholders.

- Gather evidence of achievements and challenges pertaining results in the DOA that were not achieved, analyzing the reasons behind that.
- Gather and evaluating programming approaches and strategies that helped the project attaining the most effective results.
- Assess the relevance, effectiveness, efficiency, impact, sustainability, and implementation of the project, taking into account the Myanmar political context where it takes place.
- Analyze the extent to which gender has been mainstreamed throughout the whole project implementation.
- Produce a mid-term evaluation report.

**Deliverables:** The consultant is expected to submit to FIIAPP:

- a. A detailed workplan mutually agreed with the Project Manager.
- b. An inception report (six pages maximum) that describes a proposal for the design of the evaluation and elaborates on how data will be obtained and analyzed.
- c. Final draft report: submission and presentation of final draft report to management and governance bodies. Inclusion of comments from partners.
- d. A final evaluation mid-report which must provide descriptive overviews, laying out the facts, outlining risks and lessons learned, providing conclusions, recommendations. The mid-report must assure the gender perspective, it should be written in English, including, at least; draft executive summary of key findings and recommendations; an evaluation of findings, analysis and conclusions with associated evidence and data clearly illustrated. Use of tables, graphs, quotes, anecdotes and stories to illustrate findings and conclusions is encouraged; o recommendations for the next actions, which should be practical and linked directly to conclusions; appendices, including methodology and evaluation tools, list of interviewees, questionnaire, and brief biography of evaluator.

In order to reach the objective of this consultancy, the evaluator shall consider the following specific questions:

**Relevance** - To what extent was the project's approach relevant? - Which activities of the project showed greater relevance? - Are the activities and outputs of the programme consistent with the intended impacts and effects?  
**Effectiveness** - To what extent has the project already achieved its

outcomes/expected results/outputs or will be likely to achieve them? - To what extent have all project stakeholders collaborated as planned?

**Efficiency** - Was the project implemented in the most efficient way (time, personnel resources)? - If appropriate, how flexible is the project in adapting to changing needs? - How does the project coordinate with other similar interventions to encourage synergy and avoid overlaps? What can be done to improve this, if needed? - Were activities cost-efficient?

**Impact** - What, if any, impacts are already apparent? What impacts appear likely? Have there been/ will there be any unplanned positive impacts?

**Sustainability** - What needs to be done and/or improved to ensure sustainability? What is the level of ownership of the project by target groups?

**Cross-cutting issues** - To what extent was gender mainstreaming included in the project? If so, how and to what effect? - To what extent is transparency, accountability and good governance ensured in the organisation?

The service will be performed at the own office of the service provider with field missions to Myanmar to the MYPOL offices:

- Yangon Office  
Parkside One Building, 6th Floor  
271-273 Bagayar Street  
Sanchaung Township, Yangon, Myanmar
- Nay Pyi Taw Office  
MGallery – Lake Garden Hotel  
Hanthawaddy Villa (Gate 2)  
Dekkhina Thiri Road  
East Nay Pyi Taw, Nay Pyi Taw, Myanmar

## 7. TENDER BUDGET

The maximum budget of this tender will be the 42.350,00 € taxes included.

The estimated contract value will be the 35.000,00 € taxes not included.

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

## 8. TERM OF THE CONTRACT

The provision of the service will take place during forty working days from its signature and must be completed not later than **13<sup>th</sup> December 2019**, subject to negotiation with the MYPOL project manager.

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

## **9. PROCEDURE AND FORM FOR AWARDING THE CONTRACT**

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

## **10. PRESENTATION OF PROPOSALS**

In order to participate in this tender, the bidder must submit, at the Registry of the FIIAPP F.S.P., located at C/ Beatriz de Bobadilla 18-4º, Madrid, before 12:00 p.m. on **2<sup>nd</sup> of September 2019**, the bid that they propose, in three sealed envelopes. **However, envelopes must be found at FIIAPP F.S.P. headquarters on the date of the end of the presentation of proposals (2<sup>nd</sup> of September 2019).** The envelopes will be sent to Legal Advice and must indicate, on the outside of each one, the tender procedure and reference number for which the bid is being submitted, the signature of the proposing party, the name of the company, the full name and capacity of the person signing the proposal and the information of the contact person at the company, all of which must be written legibly.

## **11. FORM AND CONTENT OF THE PROPOSALS**

Companies that submit bids must include the following points:

### **A. Envelope No. 1. Administrative proposal**

The proposal must contain the following documentation:

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

**A. Declaration responsible** for having full capacity to act and not be subject to the prohibitions on contracting provided in Article 71 of Law 9/2017 of 8 November,

on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/EU of 26 February 2014, (**Appendix II**) are transposed into Spanish law.

B. **All** legal persons wishing to submit themselves for the tender must attach the following documentation for the **identification of the real owner** (Articles 3 and 4 of the Prevention of Money Laundering Act, Law 10/2010, of April 28):

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

**C. Documents that prove representation:**

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

**2. Spanish businesses.**

*Companies with a legal personality.*

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

**Foreign businesses.**

*Community companies or States signatory to the Agreement on the European Economic Area:*

Community companies accrediting, in accordance with the legislation of the State in which they are established, that are qualified to perform the provision in question, according to the provisions of Article 67 of Law 9/2017 of 8 November,

Public Sector Contracting, by which the European Parliament and Council Directives 2014/23/EU and 2014/24/EU of 26 February 2014, are transposed into Spanish law.

*Non-EU companies:*

The natural or legal persons of States not belonging to the European Union or States signatory to the Agreement on the European Economic Area must justify by means of a report from the Spanish Economic and Commercial Office located abroad, which will be accompanied by the documentation presented, that the State of origin of the company admits Spanish companies in contracting with Public Administrations in a substantially analogous manner. In contracts subject to harmonised regulation, the report on reciprocity will be dispensed with in relation to companies from States signatory to the World Trade Organisation Agreement on Government Procurement.

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

**Temporary joint venture:**

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

**Physical persons:**

- Identity document
- Document accrediting registry as an economic activity

**3. Solvency:**

- Proof of financial solvency in the form of annual turnover, or annual turnover in

the field to which the contract relates, referring to the best financial year within the last three years available, depending on the dates on which the employer was set up or commenced business and the submission of tenders for an amount equal to or greater than that required in the tender announcement or in the invitation to participate in the procedure and in the contract documents or, failing that, the amount laid down in the regulations. In addition, the minimum annual turnover required shall not exceed one and a half times the estimated value of the contract, in this case, 8.750 €, except in duly justified cases such as those relating to special risks linked to the nature of the works, services or supplies.

- Technical: will be accredited by submitting certifications that demonstrate at least:

<b>Professional Requirements</b>
1- Relevant academic degree (master level).
2- A minimum of six years' of evaluation involving qualitative data and 'soft' outcomes in the context of cooperation projects.
3- A minimum of ten years' of activities performed in international cooperation and /or in the non-profit sector.

**All CVs must be name-blind; failure to meet this requirement will be grounds for exclusion.**

For the calculation of bids with abnormal or disproportionate values, the application of Art. 85 of Royal Decree 1098/2001, of 12 October, which approves the General Regulations for Public Administration Contracts Law and also, in the case of abnormally low bids, a hearing will be held in the terms included in Art. 149 of Law 9/2017 of 8 November, on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/EU of 26 February 2014, are transposed into Spanish law.

**B.- Envelope no. 2.- Subjectively evaluable criteria**

The evaluation of the proposals will be based on the professional qualification (CVs) and the clarity and quality of the proposed methodology and adequacy of the suggested work plan in relation to the objectives and requirements of the assignment, according to the table below:

<b>Professional Qualifications</b>
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1. Demonstrated activities performed evaluating country projects funded by the European Commission or other large donor-funded programmes.
2. Activities performed on gender issues, particularly on gender mainstreaming in cooperation projects.
3. Activities performed in fields relevant to the project: security sector, security sector governance, parliament and accountability.
<b>Technical Quality of the Proposal (methodology)</b>
<ul style="list-style-type: none"> <li>• Adequacy of the theoretical-methodological approach in relation to the nature and objectives of the assignment</li> </ul>
<ul style="list-style-type: none"> <li>• Validity of the techniques and the proposed mechanisms for the development of a comprehensive MEAL framework</li> </ul>
<ul style="list-style-type: none"> <li>• Incorporation of mainstream approaches, particularly gender and human rights-based approach and the inclusion of the Theory of Change methodology.</li> </ul>
<ul style="list-style-type: none"> <li>• Elements for an added-value in relation to the offer, as for example, the incorporation of internal systems of quality control.</li> </ul>

**Moreover, envelope No. 2 for the subjectively evaluable criteria must include a copy of the documentation for the technical proposal in electronic format. Non-inclusion is a reason for exclusion.**

**Objective data shall not be allowed in the subjective proposal, this will be grounds for exclusion.**

**All CVs must be name-blind; failure to meet this requirement will be grounds 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 F.S.P. will not accept any proposal where the received envelopes arrive manipulated (not closed, open, torn, etc.)**

➤ **Aspects of proposals**

- The technical proposal (envelope 2) must be written in English. The administrative and financial proposal must be written in English or corresponding co official language.

- Proposals that may contain omissions, errors or cross-outs that prevent a clear understanding of what FIIAPP F.S.P. deems to be essential in order to consider the bid will not be accepted.

- No bidder may submit more than one proposal. In addition, no bidder may sign any proposal in a temporary joint venture with others if they have already submitted one individually or if they are recorded in more than one. Failure to comply with these rules will result in the invitation to tender being rejected for any of the proposals to which it subscribes.

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

Once the envelopes have been received by the Secretary of the Contract Award Committee, said Committee shall meet to previously qualify the documents submitted in the appropriate time and manner.

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

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

Subsequently, the Contract Award Committee will meet again to adopt the

appropriate resolution on the definitive admission of the bidders in view of the received corrections.

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

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

Chair:

Beatriz Lara. Financial Officer

Members:

1. Member of the Legal Advisory Department.  
Sonsoles de Toledo
2. Financial Project Manager  
Guillermo Arranz
3. Project member  
María José Urgel

Secretary:

Director of the corresponding area.  
Mariano Guillén

### **14. OPENING OF THE OBJECTIVE PROPOSAL**

The envelope with the financial proposals of the various bids will be opened by the Contract Award Committee in a public session on **26<sup>th</sup> September at 12:00** p.m. at the headquarters of FIIAPP F.S.P.

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

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

SUBJECTIVE EVALUATION CRITERIA (Envelope nº 2)	60 points
<b>1. Clarity and quality of the proposed methodology and adequacy of the suggested work plan in relation to the objectives and requirements of the assignment</b>	
1.1 Adequacy of the theoretical-methodological approach in relation to the nature and objectives of the assignment	<b>Max. 20 points</b>
1.2 Validity of the techniques and the proposed mechanisms for the development of a comprehensive MEAL framework	<b>Max. 15 points</b>
1.3 Incorporation of mainstream approaches, particularly gender and human rights-based approach and the inclusion of the Theory of Change methodology.	<b>Max. 15 points</b>
1.4 Elements for an added-value in relation to the offer, as for example, the incorporation of internal systems of quality control.	<b>Max. 10 points</b>
OBJECTIVE EVALUATION CRITERIA (Envelope nº 3)	40 points
<b>1. Professional Qualifications, according to profiles (CVs) of the consultant(s) and list of similar assignments</b>	<b>20 points</b>
1.1 Demonstrated activities performed evaluating country projects funded by the European Commission or other large donor-funded programmes.	2 point per year of actions in an EU project; 1 point per year of actions in another donor-funded project <b>Max. 10 points</b>
1.2 Activities performed on gender issues, particularly on gender mainstreaming in cooperation projects.	1 p. per year of demonstrable actions <b>Max. 5 points</b>
1.3 Activities performed in fields relevant to the project: security sector, security sector governance, parliament and accountability.	1 p. per year of demonstrable actions <b>Max. 5 points</b>
<b>2. Price</b>	<b>20 points</b>
TOTAL	100 points

To apply **subjectively evaluable criteria**,

- Scores will be given according to the evaluation of the various subjective criteria appearing in the table.

For the criteria which depend on a value judgment (subjective criteria), and which are therefore not evaluable by the application of a formula, the score of each of them will be obtained by the sum of the points obtained for each of the sub-criteria into which it is subdivided. In addition, the points to be assigned to each sub-criteria shall be obtained by applying the corresponding percentage to its maximum score,

depending on the resulting evaluation, as described in the following table:

Evaluation of the information provided for each sub-criteria			Percentage to be applied to the maximum score
Coherent and complete	Level of detail	Requirements to be met	
YES	High	Complete	100 %
YES	Medium	Incomplete	50 %
NO	Medium	Incomplete	25 %
NO	Low	Erroneous or inappropriate	0 %

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

**The formula used will be the following:**

- 1: Best financial bid: maximum score (20 points)

All other bids:

Application base: maximum score x Bid being assessed

best bid

- 2: Application of the criterion of proportionality.

Financial assessment: maximum score x Maximum score

Application base

-Scores will be given according to the evaluation of the various objective criteria appearing in the table.

## 16. CONTRACT ADJUDICATION

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

The contract will be awarded within the maximum period of 15 working days from opening of the sealed envelopes in a public session.

The award of the contract will be notified to the bidders in writing via the fax or email provided.

## **17. FORMAL EXECUTION OF THE CONTRACT**

The contract formalisation document will be issued within 15 working days from the day following reception of notification of the award.

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

The contract will be private in nature, and the civil courts shall have jurisdiction to hear any disputes that may arise from the interpretation or application thereof.

## **18. CONTRACT MANAGER**

The contracting body designates María José Urgel Riquelme as the person in charge of the contract, who will supervise its execution and adopt the decisions and dictate the necessary instructions in order to ensure the correct performance of the agreed service, within the scope of the powers attributed to them.

## **19. REGULATORY STANDARDS**

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

- The clauses contained in these Specifications.
- The provisions set forth in Law 50/2002, on Foundations.
- The provisions established by Law 9/2017 of 8 November, on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/EU of 26 February 2014, are transposed into Spanish law.

Ignorance of any of the terms of the contract, of the documents attached thereto or of the instructions, specifications or rules of any kind issued by FIIAPP F.S.P. that may be applicable to performance of the agreement will not relieve the

employer from the obligation of compliance therewith.

According to the provisions of Article 27.2 Law 9/2017 of 8 November, on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/EU and 2014/24/EU of 26 February 2014, are transposed into Spanish law, the civil courts will be competent to resolve disputes that arise between the parties in relation to the effects, compliance and termination of private contracts. This civil court shall have jurisdiction to hear any litigious issues affecting the preparation and adjudication of private contracts.

## **20. SYSTEM OF PAYMENTS**

The successful bidder is entitled to the payment of the agreed price, under the conditions laid down in the contract, corresponding to the work actually performed and satisfactory delivery of expected outputs upon receipt of a letter-headed invoice in accordance with FIIAPP F.S.P payment policies.

Deliverables will be reviewed and certified as satisfactory by the MYPOL Project Management Unit.

## **21. SUBCONTRACTING**

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

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

## **22. OWNERSHIP OF THE WORK PERFORMED**

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

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

### **23. TERMINATION OF THE CONTRACT**

According to article 319 of the Public Sector Contracts Law, the effects and termination of the contracts concluded by the contracting authorities that do not belong to the category of Public Administrations shall be governed by rules of private law; without prejudice to the causes of termination of the contract established in articles 211, 306 (supplies) and 313 (services) of the Public Sector Contracts Law.

### **24. COMMENCEMENT OF THE WORKS**

The official start date of the work will be the following day to the contract formalization.

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

**A. FINANCIAL PROPOSAL**

Mr/Ms....., of full legal age, a resident of..... and holder of National Identity Document no. ...., on behalf of or representing the company, ....., with its registered address at ..... and holder of Tax ID no. ...., in order to participate in the call for tenders:

"XXXXXXXXXXXXXXXXXXXXXXXXXXXX"

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

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

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

(Indicate the price and the VAT separately. Presentation without disaggregating the price and VAT will result in the economic bid being excluded.)

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

**APPENDIX II (ENVELOPE No. 1)**

**STATEMENT OF COMPLIANCE**

Mr/Ms ....., holder of National Identity Document No. ...., acting in representation of ....., holder of Tax ID No. .... and with registered office at ....., in their capacity as ..... and interested in the tender announced by the International and Ibero-American Foundation for Administration and Public Policies.

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

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

In, ....., on .....[day] .....[month] .....[year] from  
.....

(Place, date and signature of the tenderer)

Signed:

## APPENDIX III (ENVELOPE No. 1)

### Statement of compliance for legal persons

Mr/Ms (.....), holder of National Identity Document No.(.....), acting as (attorney in fact, general manager, sole administrator, etc.) of (.....), holder of Tax ID No. (.....), and with address for notifications at (.....), No. (...), (Postcode .....), (Town/City.....), for the purpose of compliance with the provisions of prevailing regulations on the prevention of money laundering and terrorism financing,

### CERTIFY

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

YES

NO

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

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

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

FULL NAME OF THE PARTNER OR SHAREHOLDER	PP/LP	IDENTIFICATION	NATIONALITY	HOLDING (%)

PP: physical person/LP: legal person

3. That the physical persons who ultimately own or control, directly or indirectly, a percentage greater than 25% of the share capital or voting rights of the legal person that I represent, or which through statutory provisions or agreements or other means exercise control, directly or indirectly, of the legal person, are:

That no physical person/s ultimately own(s) or control(s), directly or indirectly, a percentage greater than 25% of the share capital or voting rights of the company that I represent, or through other means exercise(s) control, directly or indirectly, of the management of this company.<sup>1</sup>



**FIIAPP**

COOPERACIÓN ESPAÑOLA



**MYPOL** 

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]