

## **ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACTING OF A ADMINISTRATIVE ASSISTANCE SERVICES TO THE RESIDENT TWINNING ADVISOR (RTA) FOR THE PROJECT “SUPPORTING AND UPGRADING THE INSTITUTIONAL, TECHNICAL AND RAISING AWARENESS CAPABILITIES OF THE EGYPTIAN PATENT OFFICE (EGYPO)” THROUGHOUT THE IMPLEMENTATION OF THE PROJECT.**

### **1. BACKGROUND**

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

In line with its foundational purposes, the Foundation FIIAPP F.S.P.,

### **2. OBJECT**

It is the object of the contract, provide administrative assistance services to the Resident Twinning Advisor (RTA) for the project “*SUPPORTING AND UPGRADING THE INSTITUTIONAL, TECHNICAL AND RAISING AWARENESS CAPABILITIES OF THE EGYPTIAN PATENT OFFICE (EGYPO)*” throughout the implementation of the project.

### **3. CONTRACTING AUTHORITY**

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

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

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

Pursuant to Article 27.2 of the Law 9/2017, of 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.

The present Administrative Specifications has a contractual nature and contains the detailed conditions to which the performance of the contract shall be adjusted.

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

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

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

## **6. PRESENTATION OF PROPOSALS**

In order to participate in this tender, the bidder must submit, at the Registry of the FIIAPP F.S.P., located at C/Beatriz de Bobadilla 18-4º, Madrid. The envelope with the proposal must be found in the FIIAPP offices before **12:00 p.m. on 19 of December of 2019** in one sealed envelope. The envelope 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 person, the full name and capacity of the person signing the proposal and the information of the contact person, all of which must be written legibly.

## **7. FORM AND CONTENT OF THE PROPOSAL**

The proposal must contain the following documentation:

### **A. Identify document**

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

**C. Tax Residency Certificate (This document will be required to the successful bidder)**

**D. CV** of the interested party

**E. Appendix I** filled out and duly signed

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

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

Once the envelopes have been received by the Secretary of the Contract Award Committee, the Contract Award Committee will meet to 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 interested parties that are required to correct defects must send in the requested documentation by presenting it, without exception, at the Registry.

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

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

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

1. Chairman: Director of general services and legal advice-David Diaz Caneja

Members:    1. Member of Legal Department-Beatriz Moreno  
                  2. Economic Manager of the Project-Raquel Pozo  
                  3. Member of the Project-Pablo Rodenas

Secretary:    Member of Legal Department-Alba García

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

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

## 11. CAPACITY TO CONTRACT

Natural persons, with Spanish or foreign nationality, who have the full capacity to act and who do not fall under any of the conditions in the list “Prohibited to Hire” in paragraph 1 of article 71 of the Spanish Law on Public Sector Contracts, shall be eligible for the award of this contract. For this purpose, the rules contained in chapter II of title II of book I of the Spanish Law on Public Sector Contracts shall be taken into consideration.

## 12. BUDGET LINE

The ESTIMATED VALUE of the contract amounts to **FIFTY-ONE THOUSAND EUROS (€51.000,00)** extensions included, VAT not included.

The TENDER BASELINE BUDGET amounts to **FOURTY NINE THOUSAND THREE HUNDRED SIXTY-EIGHT EUROS (€49.368,00)** VAT included.

The EXTENSION TENDER BASELINE BUDGET amounts to **TEN THOUSAND TWO HUNDRED EUROS (€10.200,00)** VAT not included.

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

- Assist the Resident Twinning Adviser’s office in its administrative mission
- Support the RTA’s in his duties and meetings, take minutes of meeting, and more generally ensure all administrative tasks required by the management of the Twinning Project at the RTA’s Office.
- Drafting documents related to the project.
- Ensure the follow up of all activities developed during the missions of Member State experts.
- Prepare and follow organization of the mission of Member State experts, organize travel and accommodation, provide them with support during their mission

This list is not exclusive of other possible related tasks.

## 14. MINIMUM REQUIREMENTS

The tenderer must prove the fulfilment of the following minimum requirements, and must complete **APPENDIX I** of the present specifications:

- Bachelor's degree/University degree
- Work experience of at least 5 years with international organisations and/or public administrations.
- Proficiency in Arabic at native or C2 level.
- Proficiency in English at C1 level.

- Microsoft Office package domain.
- Experience of at least 1 year working with European cooperation instruments

### 15. CRITERIA FOR THE EVALUATION

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

MERITS		
Criteria	Evaluation Method	Maximum Score
<b>Professional Qualifications</b>  <b>Criterion 1</b>	Description  University studies on fields related to patent issues engineering or science.	<b>20 points</b>
	Documentation to be provided: <b>Simple copy of the title</b> , Cv and Appendix I	
<b>Criterion 2</b>	Description  Specific training in European Union Legislation and Economics and/or issues related to Intellectual Property.	<b>20 points</b>
	Documentation to be provided: <b>Simple copy of the title</b> , Cv and Appendix I	
<b>Criterion 3</b>	Description  Specific actions with international institutions and/or public institutions in Egypt. 2 points for each month related to the action	<b>20 points</b>
	Documentation to be provided: Cv and Appendix I	
<b>Criterion 4</b>	Description  Actions of administrative support to projects, planning and reports. Coordination of project files and databases, monitoring of project budget, scheduling and preparation of meetings papers  2 points for each month related to the action	<b>20 points</b>
	Documentation to be provided: Cv and Appendix I	
<b>Criterion 5</b>	Description  Actions with International Funding Institutions Projects  2 points for each month related to the action	<b>20 points</b>
	Documentation to be provided: Cv and Appendix I	
<b>TOTAL</b>		<b>100 points</b>

## 16. REGULATORY PROCEDURES

The contract shall be governed by:

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

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

## 17. DURATION OF THE CONTRACT

**The term of the contract is 24 months**, as of the corresponding Signing of the Contract issued by the Foundation. The foreseen date of commencement is at December of 2019.

**An maximum extension of 6 months** is envisaged, which shall be ordered by the Foundation and shall be mandatory for the contractor, provided that advance notice is given at least two (2) months prior to the completion of the term of the contract.

## 18. PLACE OF PROVISION OF SERVICES

The services will be provided: 101 Kasr Al Ainy st, Cairo, Egypt. P.O: 11516 Cairo. Egyptian Patent Office. Academy of Scientific Research & Technology.

## 19. PROPERTY OF THE WORK DEVELOPED.

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

The successful tenderer may not use for themselves or provide to third parties any data of the contracted works, or publish, total or partially the contents without the written permission of the FIIAPP F.S.P. In any case the successful tenderer will be responsible for damages arising from the breach of this obligation.

## 20. RESOLUTION OF THE CONTRACT.

The causes for termination of the contract are contained in article 211 of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed

to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014.

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

## **21. REGIME OF PAYMENT**

The successful tenderer is entitled to the payment of the agreed fees, corresponding to the work performed.

## **22. AWARD TERM AND FORMALIZATION**

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

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

## **23. START OF THE ACTIVITY**

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

## **24. OPENING OF THE PROPOSALS**

The envelope with the proposal will be opened by the Contract Award Committee on **session on 19 of December of 2019 at 12:30 p.m.** at the headquarters of FIIAPP F.S.P.

## APPENDIX I: Requirements and Merits

### Requirements

Requirements			
Criteria	Requirements	YES/No	Description
1	Bachelor's degree/University degree		
2	Work experience of at least 5 years with international organisations and/or public administrations.		
3	Proficiency in Arabic at native or C2 level.		
4	Proficiency in English at C1 level.		
5	Microsoft Office package domain.		
6	Experience of at least 1 year working with European cooperation instruments		

\* Documentation to be provided: CV

### Merits

Merits			
Merit	Criteria	Description	Max score
1	University studies on fields related to patent issues engineering or science.  Documentation to be provided: Simple copy of the title, Cv and Appendix I		20 points
2	Specific training in European Union Legislation and Economics and/or issues related to Intellectual Property.  Documentation to be provided: <b>Simple copy of the title</b> , Cv and Appendix I		20 points
3	Specific actions with international institutions and/or public institutions in Egypt.  2 points for each month related to the action  Documentation to be provided: Cv and Appendix I		20 points



4	<p>Actions of administrative support to projects, planning and reports. Coordination of project files and databases, monitoring of project budget, scheduling and preparation of meetings papers</p> <p>2 points for each month related to the action</p> <p>Documentation to be provided: Cv and Appendix I</p>		<b>20 points</b>
5	<p>Actions with International Funding Institutions Projects</p> <p>2 points for each month related to the action</p> <p>Documentation to be provided: Cv and Appendix I</p>		<b>20 points</b>

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

## APPENDIX II

### STATEMENT OF COMPLIANCE

Mr/Ms ....., holder of I.D (Identification Document) ....., acting in representation of ....., holder of VAT number. .... and with its registered address at ....., in their capacity as ..... and interested in the contract award procedure called by the International and Ibero-American Foundation for Administration and Public Policies,

Hereby makes this **STATEMENT OF COMPLIANCE**, for the purpose of the provisions set forth in Article 140.1 c) of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014.

- My client is not subject to any cause of prohibition to enter into contracts with the public sector in accordance with the provisions set forth in Article 71.1 of the LCSP.
- I am current in compliance with all tax and social security obligations imposed by provisions in force, without prejudice to undertaking to provide proof of such requisite before formally executing the contract, in accordance with the General Specifications according to which contracting is governed, if my client is awarded.

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

(Place, date and signature of the tenderer)

Signed: