

ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACTING OF THE PROVISION OF FURNITURE AND OFFICE SUPPLIES

Ref.: 04/18/ARAP

1. BACKGROUND

FIIAPP 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 "Accountability, Rule of Law and Anti-corruption Programme - ARAP" funded by the European Union.

The overall objective of the programme is to promote good governance in Ghana by reducing corruption and improving accountability and compliance with the rule of law, particularly when it comes to accountability, anti-corruption and environmental governance.

2. CONTRACTING AUTHORITY

According to the Contracting Manual of the FIIAPP F.S.P., approved by its Board of Trustees, the contracting authority will be, meeting the budget, and according to stipulation fifth b), the Director of 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, the actions of preparing and awarding the same will follow the procedures set forth in FIIAPP F.S.P.'s internal contracting instructions, in application of Article 3.3.b) 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, as an international foundation, due to its legal nature and due to the contracts that it enters into.

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

4. CAPACITY TO CONTRACT

All natural or 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.

Wherefore, the regulations contained in Chapter II of Title II of Book I of the LCSP will be taken into consideration.

5. PURPOSE OF THE CONTRACT

The FIIAPP F.S.P. requires the contracting of provision of furniture and office supplies under ARAP project, to be delivered to both the project coordination Unit based in Accra, and the Ghanaian project stakeholders in different regions inside Ghana, which will be defined during the project implementation.

The contractor will be responsible of all shipping and delivery expenses, including duties when applicable.

6. DESCRIPTION OF THE SERVICE

ARAP project is supporting the main project stakeholders with the provision of furniture (Standard and Conference Office Tables, Office and Secretary's Chairs, Visitor's benches/chairs, cabinets) and office supplies (such as lockers, desk organisers, envelops, binding materials, files, office safes and others, upon the project and stakeholder needs), for the roll out and development of internal departments, due to their lack of budget to start running the said offices in the different regions.

Products to be delivered within this contract must follow the guidelines established in the Technical Specifications.

Performance of the contract will comply with the conditions detailed in the Particular Administrative Conditions and the Technical Specifications, which are contractual in nature, wherefore they must be signed by the successful bidder in witness whereof, in the same act of formally executing the contract.

7. TENDER BUDGET

The budget line for this contest is of a maximum of 200.000 euros for all project implementation. This amount covers transportation and delivery to the ARAP office or stakeholders premises in Accra or the districts when required. The exact delivery address will be specified before each formal request.

Initial needs identified represent an amount of approximately 50.000€ (for guidance only), being a continuous supply contract during the project

implementation period.

The tender budget is considered as a maximum, not being FIIAPP F.S.P obliged to contract that maximum amount, which will depend on actual project needs.

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 until the end of the Project implementation.

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. GUARANTEES

The awarded company will be bound to set up a guarantee equivalent to 5% of the amount of the award.

The guarantees will be set up in accordance with the provisions set forth in Article 107 et seq of the LCSP.

The guarantee above required may be provided in one of the following ways:

- a) In cash, or in Public Debt securities. The cash or Pubic debt will be deposited in the “Caja General de Depósitos” or in its branches within the Delegations of the Spanish Ministry of Economy and Finance, in the form and with the conditions that the norms of development of the LCSP establishes.
- b) By bank guarantee, provided in the form and conditions established by the norms of development of the LCSP, by any of the banks, savings banks, credit cooperatives, financial credit institutions and reciprocal guarantee societies authorized to operate in Spain. The bank guarantee must be presented in the Register of FIIAPP F.S.P..
- c) By a bond insurance contract, executed in the form and conditions established by the implementing regulations of the LCSP, with an insurer authorized to operate in the sector. The certificate of insurance must be delivered in the Register of FIIAPP F.S.P.

In case the selected company does not present the required guarantee, the contract shall not be signed and the tender will be awarded to the next selected company.

10. PROCEDURE AND FORM OF AWARDING THE CONTRACT

In accordance with the Internal Contracting Instructions of the FIIAPP F.S.P., when it concerns contracts not subject to harmonised regulation, with an estimated amount of equal to or greater than 20.000 Euros but less than 300.000 Euros, In this case, the FIIAPP F.S.P. will publish an announcement on its web page in the contracting party's profile, without prejudice to other, additional publicity mechanisms that the FIIAPP F.S.P. could deem appropriate.

For the award of these contracts, the FIIAPP F.S.P. will undertake a local open procedure in which the contract notice is publish locally and at least five companies authorised for the purpose of the contract will be invited to submit a bid, to the extent possible.

11. PRESENTATION OF PROPOSALS

In order to participate in this tender, the proposing party must submit, at the headquarters of the FIIAPP F.S.P., located at C/ Beatriz de Bobadilla nº 18, 4º floor in Madrid.

FIIAPP Headquarters
FIIAPP / ARAP Programme C/ Beatriz de Bobadilla Nº18 28040 Madrid Spain

Deadline: **CET (Spain Time) 12:00 p.m on 9th April 2018**, the bid that they propose, in **three sealed envelopes**.

These envelopes 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.

CLEARLY IDENTIFY THE FOLLOWING INFORMATION IN THE OUTSIDE OF EACH OF THE THREE ENVELOPES

Tender procedure: ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACTING OF PROVISION AND FURNITURE AND OFFICE SUPPLIES
Reference number: 04/18/ARAP
Company name:
Full Name and capacity of the signatory:
Signature (signatory):
Contact person, email address and phone number:

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 and arap.ghana@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.

12. FORM AND CONTENT OF THE PROPOSALS

Companies that submit bids must present 3 separated envelopes:

- 1) Administrative proposal**
- 2) Technical proposal**
- 3) Financial proposal**

Companies that submit bids must include the following points:

A. Envelope No. 1. Administrative and technical proposals.

The proposal must contain the following documentation:

a) Administrative documentation.

- The capacity to act will be proved by:

- The deed or document of incorporation, the articles of association or the founding deed, which must record the rules that govern the business activity, duly recorded in the corresponding Public Registry, if applicable depending on the type of legal person in question.
- 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, a copy of the document serves in its stead.
- All legal persons who wish to tender must attach the following documentation for the identification of the beneficial owner (Articles 3 and 4 of the Money Laundering Prevention Act, Law 10/2010, of 28th April):

Identification of the natural person(s) who ultimately possesses or controls, directly or indirectly, more than 25% of the capital or the voting rights of the legal person, or who, through other means, exercises direct or indirect control of the management of the legal person. An exception is made for companies listed on a stock market regulated by the EU or by equivalent third countries **(APPENDIX III)**.

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 that, in accordance with the legislation of the State in which they are established, are qualified to provide the service in question may submit a bid, in accordance with the provisions set forth in Article 67 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.

Non-EU companies:

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. It must comply with the provisions set forth for such purpose in Article 68 Article 3.3.b) of the Law 9/2017, of 8th of 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.

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, 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 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) 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.

- A statement of compliance with having the full capacity to act and of not being subject to the prohibitions to contract provided for in Article 71 of the LCSP (Appendix II).

- Solvency:

- Financial: proved by an annual turnover figure of at least the maximum tender budget per year. This figure will be proved by submitting a copy of the annual financial statements corresponding to 2015 and 2016.
- Technical: at least 2 previous works (understanding as work finalised) provided to an International Organisation or public or private companies, justified by the presentation of a certificate or document sign by the said organisation, providing the experience of at least 2 years as a provider of this type of supply.

B. Envelope No. 2. Technical proposal according to the evaluation (point 16) and the technical specifications.

Financial data will not be allowed in the technical proposal, which will be cause for exclusion.

In addition, inside the envelope No. 2 of the technical proposal, should be included, in any case, copy of the documentation in electronic format (CD or USB), not inclusion will be cause of exclusion.

C. Envelope No. 3. Financial proposals.

Financial bid, according to the model included as Appendix 1, thereby showing the VAT separately.

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

The proposals must be drafted in the English language.

Proposals that may contain omissions, errors or cross-outs that prevent a clear understanding of what the FIIAPP F.S.P. deems to be essential in order to consider the bid will 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 may be submitted must be originals or certified photocopies, except for the receipt of the provisional guarantee, which must necessarily be the original.

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.

13. 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.

14. CONTRACT AWARD COMMITTEE.

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

- ✓ Chairman: Director, Mr. Pedro Flores Urbano
- ✓ Members:
 1. Director of Financial Management Area, Mrs. Gemma Cosido

2. ARAP Project Manager, Mrs. Olga García-Pozuelo
3. ARAP Finance Officer, Mrs. Sonsoles de Juan Huelves

✓ Secretary: Head of Legal Department, Mrs. Sofía Herranz

15. 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 the 16th April 2018 at 12:00 p.m. at the headquarters of the FIIAPP F.S.P..

16. EVALUATION OF THE PROPOSALS

Financial proposal	70
More competitive financial proposal (Annex 1)	70 points
Technical proposal	30
a) More than 1 year warranty against manufacturing defects, for the replacement of products and materials.	15 points
➤ <i>5 points for each extra year warranty provided</i>	15 points
b) Shorter deadline of delivery of products (less than 30 days)	
➤ <i>3 extra points per each day delivered in advance</i>	

The submitted proposals will be evaluated according to the financial and technical bid.

For weighing the technical proposal,

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

For weighing the financial proposal, the total estimate of each company will be assessed (**BOX A**).

The formula used will be the following:

- 1: Best financial bid: maximum score (70 points)
All other bids

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

- 2: Application of the criterion of proportionality.
Financial assessment: maximum score x $\frac{\text{Maximum score}}{\text{Application base}}$

17. AWARD OF 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 will be awarded within the maximum period of 7 working days as from 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.

18. 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 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.

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 Manual for the Contracting of Supplies and Services of the FIIAPP F.S.P..
- 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.

20. PAYMENT SCHEME

Payment will be made after every order, subject to an invoice submitted by the successful bidder, once validated and approved by ARAP Coordination Unit.

Payments will be made in Euros by bank transfer.

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

The causes for termination of the contract are those set forth in Articles 211 and 306 of the LCSP.

24. START OF WORK

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

APPENDIX I.

FINANCIAL PROPOSAL

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

“Provision of furniture and office supplies for ARAP Project”

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

****Indicate the price without VAT. TOTAL price does correspond to the sum of unit of each of the requested products, and not correspond to the total budget of the tender.***

RODUCT	DESCRIPTION	# UNITS FOR THE INITIAL PROJECT NEEDS	PRICE OF THE TOTAL NUMER OF UNITS REQUIRED FOR THE INITIAL PROJECT NEEDS*
Standard Office Table	Wooden desk table (oak or beech) with at least 2 cm of thickness. Size: 200cm x 75cm x 74cm approx. Structure of the legs: steel structure or in the same wood of the desk table.	25	
Conference Table	Wooden meeting table (oak or beech), for at least 10 people with at least 2 cm of thickness. Size: 480cm x 120cm x 74cm approx.	10	
Office Chair	Swivel chair with arms, ergonomic backrest, seat height-adjustable between 380 y 500 mm approx.	50	
3-in-1 Visitor's bench/chair	All metal. Size: 150cm x 50cm x 48cm approx.	15	
Cabinet	Double door, metal structure. Size: 160cm height x 80cm width x 45 cm depths approx.	50	
TOTAL			(Box A)

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

Signed:

APPENDIX II.

STATEMENT OF COMPLIANCE

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

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

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

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

(Place, date and signature of the tenderer)

Signed:

APPENDIX III (Envelope Nº 1)

Statement of compliance for legal persons

Mr/s, holder of N.I.F....., acting as CEO and sole director of, holder of N.I.F, 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,

HEREBY 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:

PP: physical person / LP: legal person

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

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 (...) [day] (...) [month] (...) [year]