



European Grouping of Territorial Cooperation
Cities of Ceramics - EGTC limited

ADMINISTRATIVE SPECIFICATIONS

for the Service Contract including the preparation, management and justification of the project to be submitted within the framework of the Erasmus + (K2) European programme

1) COMMON INFORMATION RELATING TO THE TENDERING AND AWARD PHASES:

1.1) Definition of the subject matter of the contract

The subject matter of these Specifications is the procurement of the services of preparation, management and justification of the project to be submitted within the framework of the Erasmus + (K2) European programme. Such procurement is promoted by the *Agrupación Europea de Cooperación Territorial (AECT limitada) Ciudades de la Cerámica* (European Grouping of Territorial Cooperation Cities of Ceramics), hereinafter referred to as AEUCC, with TIN Q3000822A.

The legal framework referred to in this document concerns the Spanish legislation.

The corresponding CPV code is:

71242000-6 Design of projects and Plans, Budgeting

79421000-1 Project management services other than for construction work

According to Annex II of the Consolidated Text of the *Ley de Contratos de las Administraciones Públicas* (LCSP, Law on contracts awarded by public authorities), it deals with heading 27, "other services".

The thematic area of the project is the analysis and comparison of educational programmes implemented in institutions specialised in training for ceramic professionals and the definition of a programme and the innovative and synergic measures to be taken in this area. The subject matter of the contract is comprised of two different phases:

- Phase "A": involves the drafting of the project relating to the Erasmus+ European programme which shall be submitted to the European Union in order to be eligible for project funding.

- Phase "B": involves the management and justification of the funded project. The latter phase shall be carried out by the contractor and shall be remunerated according to point 2.4 of these Specifications only in the event that the European Union award an Erasmus grant to the AEUCC.

The phase A and, where appropriate, the phase B shall be carried out according to these Specifications and the Technical Specifications.

1.2) Necessity and appropriateness of the contract

The administrative needs to be met, the appropriateness of the contract subject matter and the justification of the procedure and of the award criteria as well as the procurement aspects are described in the dossier.

1.3) Tender budget

The maximum tender budget for the procurement shall be fixed at thirty-seven thousand five hundred euros, 37,500 euros (excluding VAT), which corresponds to 1,500 euros for the phase A plus the 8% of the maximum total cost of the project, valued at 450,000 euros if the maximum funding available is awarded by the EU, which corresponds to the work of the phase B; such amount may decrease depending on the reduction in price of the successful bid.

The bidders are requested to submit an offer that matches or reduces the tender budget, indicating the applicable VAT as a separate spending item.

The budget includes the whole contract. The established price is non-negotiable, and a means test shall not be admitted.

In the case of Spain the VAT rate to be applied is 21% which amounts to 7,875 euros.

1.4) Budget headings

The procurement expenditure of 37,500 euros plus VAT shall be paid from the corresponding budget headings of the AEUCC annual budgets.

1.5) Contract duration and possible extensions

With regard to duration:

The contract shall have a maximum duration of three years following the conclusion of the contract. In any case the first-phase (A) deadline to draft the project to be submitted to the EU shall be the 30th of March 2016.

If the submitted project is not awarded the EU funding, the contracted company undertakes to prepare an improved proposal for the next call of the Erasmus+ programme or similar programme, under the same conditions offered in this tender. A new invitation to tender shall not be necessary.

With regard to extension: The contract may not be extended.

1.6) Estimated value

For the purposes of the provisions contained in Article 88 and amendments of the *Texto Refundido de la Ley de Contratos del Sector Público* (hereinafter referred to as TRLCSP) approved by Royal Legislative Decree 3/2011 of 14 of November, the estimated value of the contract is of thirty-seven thousand five hundred euros (excluding VAT).

All the figures, amounts, values, budgets and the like mentioned in these Specifications shall be interpreted without VAT, unless otherwise provided.

1.7) Dossier processing and award procedure

The procurement, which shall be processed as a matter of urgency and is not subject to harmonised regulation, shall be carried out through an unpublished negotiated procedure, under articles 169-178 LCSP.

1.8) Maximum amount of publicity expenditure

Not applicable.

1.9) Documentation to be submitted, form and content of the tenders

The documentation required to participate in the unpublished negotiated procedure shall be submitted to the AEUCC by the deadline set out in the relative invitation, addressed to the administrative office of its Spanish partner, the Spanish Association of Cities of Ceramics (AeCC), located in 59 carrer Gran, 08310 Argentona (Barcelona), Spain. E-mail: gerencia@ciudades-ceramica.es. Tel. +34 93 797 27 32 (Contact person: Mr Oriol Calvo).

Such documentation should be submitted in English (and optionally in Spanish), with the relative envelopes duly signed. These shall contain the following documents:

The tenders shall be submitted in three envelopes numbered consecutively and bearing the following titles:

- Envelope «1»: Administrative documentation.

- Envelope «2»: Documentation relating to the non-automatic appraisal criteria.
- Envelope «3»: Proposal relating to budget and automatic appraisal criteria.

NOTICE

The documentation contained in envelope number 2 may not include any information which allows knowing the content of envelope number 3 about the proposal relating to budget and automatic appraisal criteria. Failure to do so leads to exclusion from the tender.

Envelope "1" shall be marked "Administrative documentation for the unpublished negotiated procedure concerning the procurement of services including the preparation, management and justification of the project to be submitted within the framework of the Erasmus+ (K2) European programme, submitted by " and shall contain the following documents:

- Statement of compliance with the legal requirements to contract with the Administration, as set out in the following model:

"Mr/Ms with TIN (Taxpayer Identification Number or its equivalent) no, on his/her own behalf / representing the company, in his/her capacity as ..., and according to notarised public deed, on date and with protocol number ... / or document ..., Tax ID number (or its equivalent) no., domiciled in street, no , (contact person, email address , telephone no. and fax no.), applies to take part in the procurement procedure relating to (state the subject matter of the contract and the lots covered by it, where appropriate) and

OFFICIALLY STATES:

- That his/her powers of representation are adequate and effective (if s/he acts as a representative); that s/he meets each and every legal requirement and is not affected by any prohibition laid down in Articles 54-84 of the TRCLSP to contract with the Administration.
- That s/he has discharged his/her tax and social security obligations.
- That s/he has the business or professional qualification, as well as the economic and financial and technical or professional capacity, required according to clause 1.10) of these Specifications, and that s/he undertakes to implement the personal/material means described in this clause for the execution of the contract.
- That, if s/he is awarded the contract, s/he undertakes to provide the documentation indicated in clause 1.18) of these Specifications.

(Place, date, signature and seal). "

Other declarations:

- In the event that the bidder intends to participate as a temporary joint venture (*Unión Temporal de Empresarios*, or UTE), he should submit a statement to draw attention to this fact, indicating the names and personal details of the members and their respective participation, as well as their commitment to formally constituting a temporary joint venture if they are awarded the contract.
- In the event that offers are formulated by related companies, these shall submit a declaration about the business group they belong to, indicating its component companies.
- In the event that VAT exemption applies, the bidder should submit a declaration stating that he is exempt, the reason for this and that the circumstances that caused such exemption still apply.
- In the event that he meets any of the preference criteria according to clause 1.12) of these Specifications, the bidder should submit a declaration stating them.
- In the event that it is a foreign company, the bidder should submit a declaration stating his submission to the jurisdiction of the Spanish courts and tribunals.

Envelope "2" Documentation relating to the non-automatic appraisal criteria.

Envelope 2 shall contain the following documents:

- a) Project report for the preparation, management and justification of the Erasmus+ project to be eligible for EU funding. Such report shall not exceed five pages in length.
- b) Other documents that the bidder shall consider necessary for an understanding of their offer and subject to scoring as value judgement criterion.

Envelope "3" Proposal relating to budget and automatic appraisal criteria, as set out in the following model:

The economic offer, which should comply with the following model:

"Mr/Ms with TIN (Taxpayer Identification Number or its equivalent) no., on his/her own behalf / representing the company, Tax ID number (or its equivalent) no., domiciled in street, no, aware of the requirements to take part in the procurement procedure relating to (state the subject matter of the contract and the lots it covers, where appropriate), undertakes to carry this out in compliance with the Specific Technical Specifications and the Specific Administrative Specifications, which s/he accepts in full, for the amount of..... .. euros, excluding VAT (maximum 36,000 euros) referring to the phase "B" (management and justification of the funded project), if the maximum funding of 450,000 euros is awarded, an amount equal to% of such funding (maximum 8%). The proposed percentage shall remain unchanged if the funding is lower than the maximum provided for, consequently also

the contract figure shall be lower (the amount should be expressed in letters and numbers).

The amount of VAT of the phase "B", at ...% is of € for this part of the service.

With regard to the phase "A", relating to the drafting of the project, the economic offer is of 1,500 euros, excluding VAT; in this proceeding such amount is fixed and may not be subject to reduction.

(Place, date, signature and seal). "

The legal requirements to contract should be met before the deadline for the tender submission expires, according to article 146.5 of the TRLCSP.

In compliance with article 146.4 of the TRLCSP, the bidders are obliged to provide, at any time prior to the contract award proposal, all the documentation required when this is demanded, notwithstanding the provisions included in clause one and eighteen) of these Specifications.

The fact of submitting an economic offer which is higher than the maximum provided for leads to the automatic disqualification of that offer.

1.10) Minimum standards and evidence of the economic and financial and professional or technical capacity and other requirements

The bidders should meet the following standards:

They have the following capacity:

A) Economic and financial capacity:

Evidence of the entrepreneur's economic and financial capacity should be provided by one or more of the following means:

a) Annual turnover, or annual turnover relating to the sphere of activity covered by the Contract, for a sum no less than the estimated value of this Contract (37,500 euros).

b) Evidence of professional risk indemnity insurance for a sum no less than 37,500 euros.

c) Net assets, or ratio between assets and liabilities, at the end of the last financial year for which the obligation to approve the annual accounts for a sum no less than 37,500 euros is due.

B) Professional or technical capacity:

Evidence of the professional or technical capacity should be provided by ALL of the following means:

a) A report on the main services or assignments performed over the last five years, including amount, dates and recipient, whether public or private. Evidence of the services or assignments performed shall be provided in the form of certificates issued or countersigned by the competent authority, when the recipient is a public sector entity. When the recipient is a private subject, evidence shall be provided in the form of a certificate issued by such subject or, failing that, in the form of a statement made by the entrepreneur, in which case these certificates shall be sent directly to the contracting authority by the competent authority. **In any case, it is required that over the last three years one service related to similar projects funded by the European Union have been performed.**

b) Details of the technical staff or of the technical units, whether included in the company or not, involved in the Contract.

c) The academic and professional qualifications of the entrepreneur and the company management and, in particular, of the staff responsible for the performance of the Contract.

1.11) Award criteria and procurement aspects

Scoring criteria by means of a polynomial formula:

- Amount corresponding to the Contract fixed price: Up to 50 points. The score shall be calculated according to the following formula: $P_a = 50 (P_{min}/P)$, where P_a is the score obtained in this item; P is the price offered and P_{min} is the minimum price offered by all the bidders.

Non-automatic award criteria (50 points):

- Evaluation of the project report for the preparation, management and justification of the Erasmus+ project to be submitted to the European Union Grant call: Up to 50 points. The Contracting Body shall demand the relevant technical report from the AEUCC in order to determine the scoring of the submitted report, assessing the appropriateness of the project with regard to its objectives, the extent of the study and the adequacy of the deadlines for implementation of the project, if this is selected by the European Union.

The implementation conditions and the terms of the offers shall have to be negotiated as regards the mentioned aspects of the negotiations. In particular, in the course of the negotiation compliance with the principles of no-discrimination and equality of treatment for all bidders shall have to be guaranteed.

1.12) Preference criteria when tenders are of equal merit

In the event of tenders of equal economic advantage in terms of the objective award criteria, the order of preference shall be: the order set out in the 4th additional provision of the TRLCSP.

1.13) Award deadline

Not applicable.

1.14) Variants

The bidders may not include variants in their offers.

1.15) Abnormal or disproportionate tenders

Not applicable.

1.16) Provisional guarantee

It is not required to lodge a provisional guarantee, in compliance with article 103 of the TRLCSP.

1.17) Definitive guarantee

It is not required to lodge a definitive guarantee, in compliance with article 95 of the TRLCSP, according to the justification shown in the dossier.

1.18) Documentation submission and lodging the definitive guarantee on the part of the preferred bidder.

Prior to the award of the contract, the preferred bidder shall have a maximum of 10 working days as from the day after receipt of the requirement laid down in article 151.2 of the TRLCSP to submit the following documents:

a) Documentation proving the identity of the entrepreneur, through ID card or other document serving the purpose. If he does not act for himself or if it deals with a company or a legal person, in addition to his ID card he should provide the deed of appointment or the notarised power of attorney to represent that person or entity and the Articles of Incorporation or the Deed of Rectification, where appropriate, of the company or entity and/or that indicating the most recent business purpose in force, which should include the services covered by the contract. Furthermore, the acts and agreements included in the above-mentioned deeds should have been entered in the relevant Register when such registration is required. If this is not required, the capacity to act shall be proved by means of the Articles or document of Incorporation, statutes or foundation act, entered, where appropriate, in the relevant official register.

It is required that the documentation proving that the bidder is representing the company and his powers, is validated by the AEuCC.

- b) The certificates proving that he has discharged his tax and social security obligations.
- c) Documentation proving the professional qualification, the economic and financial and technical or professional capacity.
- d) Documentation proving the other personal details mentioned in the statement(s) of compliance provided and any other requirement.

If the documentation is not submitted within the time period laid down, the terms included in article 151 of the TRLCSP shall apply.

1.19) Contract formalization

The contract shall be formalised in accordance with the provisions contained in article 156 of the TRLCSP.

As the contract is not subject to special appeal, the awarded contractor is obliged to formalise it by means of an administrative document within 15 working days as from the day after receipt of the award notice.

In the event that the awarded contractor is a temporary joint venture (UTE), this should be formally constituted before the contract formalization.

2) COMMON INFORMATION RELATING TO THE PERFORMANCE PHASE:

2.1) Rights and obligations of the parties

The rights and the obligations of the parties shall be indicated in the clauses of the specific information of the contract as well as in the contract documentation and in the applicable rules.

2.2) Special conditions of performance

Not applicable.

2.3) Amendment of the contract

The contract may be amended solely for reasons relating to the public interest in the cases and in the manner provided for in Title V of Book I of the TRLCSP (unforeseen cases or article 107), according to article 219 of this legal text.

2.4) Payment scheme

The contractor shall submit quarterly invoices.

The first fixed payment of 1,500 euros plus VAT shall refer to the implementation of the first part of the contract (phase A), aimed at drafting the project to be eligible for EU funding.

The balance of the price, which refers to the phase B (management and justification of the project once the funding has been awarded), of maximum 36,000 euros (excluding VAT), shall be paid solely in the event that the project submitted for EU funding is awarded such grant. If awarded, the funding shall be of maximum 450,000 euros and the successful tenderer shall be entitled to maximum 8% of it (or a lower percentage, as indicated in his winning bid), which means that at most the contractor may receive 36,000 euros, if the maximum level of the grant is granted and he is awarded the contract for 8%, and if a lower level of the grant is granted, the contractor shall recover the percentage offered in his economic proposal.

The AEUCC shall effect the payment within the time limits set in article 216.4 of the TRLCSP, notwithstanding that he may be required to provide evidence that he has discharged his tax and social security obligations.

The invoices shall be submitted in the place and manner indicated to the awarded contractor.

2.5) Price review

Price review shall not be admitted, according to the justification shown in the dossier.

2.6) Grounds for termination

Grounds for termination of the contract, in addition to those provided for in articles 223 and related articles (art. 308) of the TRLCSP, are as follows:

- During the performance of the contract the contractor has incurred in any cause of prohibition to contract with the Public Administration, as per article 60 of the LCSP or these Specifications, when at the discretion of the AEUCC the public interest may be damaged.
- The breach of any contractual obligation, notwithstanding the provisions included in the following clause, concerning penalties.

2.7) Penalties

Should the AEUCC choose to terminate the contract, penalties shall be imposed on the contractor:

- for total or partial failure to meet the deadline:

- a daily penalty shall be imposed in the proportion of 0.20 for every 1,000 € of the contract price / contract budget.

2.8) Deadline for the receipt of contract services

There shall be no special receipt deadline and the general deadline of one month as from the submission or the drafting of the contract subject matter shall apply; the receipt shall be formalised by means of the relevant documentary proof.

2.9) Guarantee period of the contract

Exceptionally, given the characteristics and the nature of this procurement, a guarantee period of the contract shall not be fixed, according to the justification shown in the dossier.

2.10) Transfer

The contractor may validly transfer the rights and obligations derived from the contract only with express authorisation of the AEuCC and in compliance with the requirements set out in article 226 of the LCSP.

2.11) Subcontracting

Given the nature and the conditions of the procurement, subcontracting shall not be admitted.

2.12) Confidentiality of information

According to article 140.2 of the LCSP, the contractor shall respect the confidentiality of the information he has access to due to the performance of the contract.

The confidentiality clause shall apply for five years as from the moment the background information is made available.

In compliance with article 140.1 of the LCSP, the contracting body may not disseminate the information provided by the bidders and expressly and justifiably defined by them as confidential.

If no instruction is given, it is agreed that the documents provided are not confidential.

2.13) Legal system governing the procurement

The legal system of the contract is made up of these Specific Administrative Specifications, the Specific Technical Specifications, the *Texto Refundido de la Ley de Contratos de las Administraciones Públicas* approved by Royal Legislative Decree 3/2011 of 14 of November, and its secondary legislation, as well as of any other applicable legal requirement.

2.14) Address for service

Unless expressly stated otherwise by the contractor in writing in a reliable way or in person, the contractor's address for all correspondence and procedure relating to the dossier of this procurement shall be the address appearing on the relative contract.

2.15) Labour, social, tax, personal data protection and environmental obligations of the contractor

The contractor shall be bound to the fulfilment of the existing provisions as regards labour, social security, health and safety in the workplace, prevention of occupational risks, social integration of people with disabilities, gender equality, tax, personal data protection and the environment.

2.16) Insurance

Not applicable.

2.17) Place of supply covered by the contract

The place fixed for the performance of the services covered by the contract is within the European Union.

2.18) Person responsible for the contract

Mr Giuseppe Olmeti, Project Director of the AEuCC, with ordinary residence in Faenza (Italy), is appointed as the person responsible for the contract, with the functions provided for in article 52 of the LCSP, tel. +39 320 407 64 32 E-mail: Giuseppe.Olmeti@comune.faenza.ra.it

Under no circumstances may the person responsible for the contract, on his own behalf or as an agent, participate in this procurement procedure as a bidder.

In any case, such impossibility to participate shall involve the legal persons in whose capital the person responsible for the contract or his spouses, partners and/or

descendants he can act as a representative of, have an interest of more than 10% and/or if they are directors of such legal persons.

2.19) Personal data protection

The contractor shall be obliged to comply with the regulations set out in the existing legislation as regards personal data protection and, in particular, in the provisions of article 12, number 2-4, of the *Ley Orgánica* 15/1999 of 13 of December, about personal data protection and in the *Reglamento de desarrollo de la Ley de protección de datos* (Regulation implementing the data protection Law), approved by Royal Decree 1720/2007 of 21 of December.

In any case, the contractor may not have access to the documents, archives, systems and media containing personal data without express authorisation of the AEUCC competent body. Should the staff related to the contracted company have direct or indirect access to personal data or information, the company shall ask them to comply with the obligation of secrecy as regards the data and information which they could have accessed in the performance of their activities or duties.

3) SPECIFIC INFORMATION

3.a) SPECIFIC INFORMATION OF SERVICE CONTRACTS

3.a.1) Contract pricing system

The contract price has been determined according to the justification shown in the dossier, on the basis of:

Flat rate, as its breakdown has not been possible or convenient.

3.a.2) Checks upon receipt of the quality of the contract subject matter

The AEUCC reserves the right to carry out checks of the quality of the contract subject matter, upon its receipt, by the following means:

- Checks of the development of the service through periodic interviews with the contractor.

3.a.3) AEUCC power over maintaining quality standards in the service provision

The contractor should maintain the quality standards and the performances equivalent to the economic criteria which served as the basis for the awarding of the contract and the staff assigned to the performance of the service should comply with the minimum

standards of behaviour and decency suitable for the arranged service. Should anybody fail to comply with these standards and rules, the AEUCC shall inform the contractor who should find a replacement as soon as possible.

The contractor should ensure substitutes with adequate training and experience to replace the staff involved in the provision of the service covered by the contract in case of holiday, leave and/or sick leave.

3.a.4) Preventive planning in case of competition amongst companies

Not applicable.

3.a.5) Information on subrogation conditions in employment contracts

Not applicable.

3.a.6) Ownership of the work

All the work carried out by the contracted company during the contract period is the property of the AEUCC.