

INTERNATIONAL PUBLIC TENDER No. CPI/01/2023

Tender Procedure No. 9/IAVE/2023

Acquisition of Endpoints, Displays and Security Software Package

CPV Classification: 30213300-6 - Portable Computers

30231310-3 - Flat panel displays

48730000-4 - Security Software Package

Clause 1

Object of the procedure

1. The object of the present procedure is the acquisition, for Instituto de Avaliação Educativa, I.P. (*Institute for Educational Assessment*), of:

Type	Description	Quantity
Endpoint Type 1	Basic Endpoint	200
Endpoint Type 2	Advanced Endpoint	150
Display	Monitor 23.8"	200
Device Security	Device Security	300

2. The execution of all services inherent to after-sales services are considered covered by the object of this procedure, in accordance with the specifications described in article 23 of the Tender Specifications.

Clause 2

Contracting entity

1. The Contracting Entity is the Portuguese State, through the Instituto de Avaliação Educativa, I.P. (hereinafter IAVE, I.P.) located at Travessa das Terras de Sant'Ana - 15, 1250-269 Lisbon, with the telephone number +351 213895200 and with the email: compras.iave@iave.pt
2. All communications regarding the procedure must be made in writing, on the electronic contracting platform, accessible through the website <http://www.acingov.pt>

Clause 3

Competent body for the decision to award the contract

1. The decision to award the contract and authorize the expenditure is the responsibility of the President of the Board of Directors of IAVE, I.P., under the terms of subparagraph b) of paragraph 1 of article 17 of Decree-Law No. 197 /99, of 8 June, applicable pursuant to paragraph f) of article 14 of Decree-Law No. 18/2008, of 29 January, which approved the Public Procurement Code (hereinafter PPC), of articles 36 and 38 of the same code, and also of paragraph a) of article 5 of Decree-Law No. 53-B/2021, of 23 June.

Clause 4

Contract procedures

1. This tender takes the form of an international public tender, pursuant to subparagraph a) of paragraph 1 of article 20 of the PPC, published on the public procurement electronic platform and accessible through the address <https://www.acingov.pt>, hereinafter referred to as the platform.

Clause 5

Parts of the procedure

The international public tender process consists of the following parts:

- a) The present Tender Procedure;
- b) Tender Specifications and annexes;
- c) The notice;
- d) Clarifications and rectifications regarding parts of the procedure, if any;
- e) Errors and omissions in the tender specifications, if any.

Clause 6

Tender Jury

1. The Tender Jury is constituted by 3 (three) effective members, one of whom presides, and 2 (two) alternate members, appointed by resolution of the competent body for the decision to contract.
2. The Tender Jury begins its functions on the working day following the day the notice is sent for publication.
3. The Tender Jury must carry out all the acts and take all the steps with regard to this procedure whose competence is not reserved for the contracting authority, namely the provision of clarifications necessary for the proper understanding and interpretation of the tender documents, the evaluation of the proposals, the holding of the prior hearing of interested parties and the preparation of the respective preliminary and final reports.
4. The Tender Jury may be assisted by technically qualified people or entities regarding any aspect that may be relevant within the scope of this procedure, although these people or entities do not have the right to vote.
5. Under the terms and for the purposes of paragraph 2 of article 55 of Decree-Law No. 4/2015, of 7 January, the Jury is appointed as responsible for directing the procedure.

Clause 7

Competent body to provide clarifications

1. The necessary clarifications for the proper understanding and interpretation of the tender documents are the competence of the Tender Jury.

2. Clarifications must be requested by the interested parties, in writing, on the platform, within the first third of the period of time established for the presentation of the tenders.
3. The clarifications, as well as rectifications of parts of the procedure are made in accordance with article 50 of the PPC.
4. The parts that constitute the tender, this procedure, the tender specifications and the notice are fully available on the platform.

Clause 8

Awarding criterion

- 1- The sole award criterion is the price.
- 2- There is no award when any of the situations provided for in paragraph 1 of article 79 of the PPC occur.
- 3- In the event of a tie, the tie-breaking criterion adopted will be a drawing at a date and time to be defined by the contracting entity. All tenderers will be invited to witness the drawing, to be held by videoconference. The drawing will take place regardless of the number of tenderers present and will be carried out by the members of the Tender Jury.

Clause 9

Manner and deadline for submission of tenders

- 1- The tenders, as well as the documents that comprise them, must be submitted on the platform by 11:59 pm on the 30th day, counting from the date of publication of the tender notice in *Diário da República* (national official journal).
- 2- The deadline for submitting tenders is counted in calendar days, under the terms of article 470 of the PPC.
- 3- The tender must be signed electronically, using a qualified electronic signature, in accordance with the legislation in force, article 54 of Law 96/2015, of 17 August.

Clause 10

Language of tenders

1. The tenders, as well as the documents that comprise them, must be written in Portuguese, without erasures, writing between the lines or crossed out words.

Clause 11

Documents included in the tender

- 1- The tender must contain the declaration of acceptance of the contents of the Tender Specifications, written in accordance with the model in Annex I of the Specifications, of which it is an integral part, and also a declaration from the manufacturer of the proposed products, attesting that the manufacturer is aware of the tender presented and that he has the necessary skills to implement and support the solution, also guaranteeing that all the equipment supplied is up to date.

2- In addition to the documents required in the previous numbers, the tender must also be accompanied by the following elements:

- a) Detailed price of the goods, in accordance with paragraph 2 of clause 1 of the Specifications;
- b) Note justifying the proposed price;
- c) Tenders must expressly mention that VAT will be added to the price shown, indicating the applicable rate, if applicable;
- d) Technical sheet of the equipment with the technical specifications provided for in article 23 of the specifications; this document may be made available in English;
- e) Documents that, depending on the object of the contract to be signed and the aspects of its execution submitted in the Tender Specifications, contain the attributes of the tender according to which the contracting entity is willing to contract;
- f) Documents containing clarifications which justify the presentation of an abnormally low price, under the terms of point b) of paragraph 1 of article 71 of the PPC, if this situation occurs;
- g) Any other documents that are considered indispensable for the submission of the tender, namely in the part regarding the respective attributes.

3- If the tenderer is a group, the proposal must also be accompanied by the following documents:

- a) Indication of the address and contacts for the purpose of notifications;
- b) Declaration by each member entity of the group of its intention to form a consortium, in case of adjudication;
- c) Compliance with the provisions of paragraph 5 of article 57 of the PPC.

Clause 12

Deadline for the obligation to maintain tenders

Without prejudice to the provisions of article 137 of the CCP, the deadline for the obligation to maintain tenders is sixty-six (66) days, counted from the date of the deadline set for their submission.

Clause 13

Tenders with variations

- 1- The presentation of tenders with variations is not allowed.
- 2- Non-compliance with the provisions of the previous number is grounds for excluding the submitted tenders or tenders with variations, in accordance with paragraph 7 of article 59 of the PPC, in its current wording.

Clause 14

Preliminary tender analysis report

- 1. After analyzing the tenders and applying the award criterion, the Tender Jury prepares a preliminary report, based on which must propose their ranking.

2. In the preliminary report, the Jury must also propose the exclusion of tenders, in case any of the situations referred to in paragraph 2 of article 146 of the PPC is verified.

Clause 15

Prior hearing

In accordance with article 147 of the PCC, as soon as the preliminary report is prepared, the Jury sends it to all the tenderers, granting a period of five days for them to comment, in writing, under the right to a prior hearing, without prejudice of article 125 if only one tender is submitted.

Clause 16

Final proposal analysis report

Having complied with the provisions of the previous clause, the Jury prepares a final report based on the terms of article 148 of the CCP.

Clause 17

Qualification documents

1- The successful tenderer must provide, within 5 days of being notified of the award decision:

a) A declaration issued according to the model in Annex II of the Specifications;

b) Documents proving that the successful tenderer is not in the situations referred to in paragraphs b), d), e) and h) of article 55 of the PPC. For the purposes of sufficient proof that the successful tenderer is not covered by any of the cases referred to in paragraphs a), b) and h) of the aforementioned article 55, the presentation of a criminal record certificate is accepted or, failing that, an equivalent document issued by a competent judicial or administrative authority, attesting that those requirements are met;

c) Permanent certificate of the company.

2- All qualification documents must be written in Portuguese.

3- When, by their nature, the qualification documents are written in a foreign language, the successful tenderer must provide a legal translation.

4- The successful tenderer must submit on the platform a copy of the qualification documents referred to in paragraph 1, or, in case it is unavailable, send this copy to the following email address: compras.iave@iave.pt

5- When the documents mentioned in paragraph b) of article 1 are available on the Internet, the successful tenderer may, instead of presenting or making a copy, indicate to the contracting entity the address of the site where they can be accessed, as well as the information necessary for this access, provided that the documents are written in Portuguese.

6- When the successful tenderer has given consent, under the terms of the law, for the contracting authority to access the information in the documents referred to in the previous paragraph, their presentation or the indication provided for in the previous number is waived.

7- In the event of non-issuance of the documents referred to in paragraph b) of paragraph 1, they may be replaced by a solemn declaration, under oath, made before a competent judicial or administrative authority, a notary or a qualified professional body.

8- The contracting entity grants the successful tenderer a period of 5 days to eliminate the irregularities detected in the qualification documents that can lead to the expiry of the award under the terms of the provisions of article 86 of the PPC.

Clause 18

Security deposit

1- The successful tenderer must provide a deposit to guarantee the conclusion of the contract, and the exact and timely fulfilment of all legal and contractual obligations, in the amount of 5% of the contractual price.

2- As regards the term and method of provision of the guarantee, as well as the determination of responsibility for the respective expenses, the provisions of article 90 of the PPC apply.

Clause 19

Legal grouping of tenderers

1- In case of award to a group of entities, all members of the winning group, and only these, must join, before signing the contract, in the legal modality of external consortium under the legislation in force.

2- The consortium contract must indicate the company that will act as head of the consortium, and it must be conferred, in the same act, and by power of attorney, the powers referred to in paragraph 1 of article 14 of Decree-Law No. 231/81, of 28 July, and also the special powers to receive from the contracting entity, and give discharge of them, any amounts that must be paid to the consortium members in the execution of the contract.

Clause 20

Reasons for choosing the tender procedure

1- This public tender procedure is adopted under the terms of article 20 a) and article 130 et seq. of the PPC, in its current wording.

Clause 21

Applicable legislation

In everything that is omitted in this procedure, the provisions of the PPC will be observed, as well as other applicable laws and regulations.

ANNEX I – Proposal Model

..... [company and headquarters], represented by its manager/administrator/attorney
[name, marital status, ID card/Citizen Card number, issue date/expiration date and issuing body,
place of birth and address], having taken full and perfect knowledge of the Specifications and
the Procedure relating to the Tender in question, undertakes to present the services in
accordance with the terms and conditions set out in the procedural documents, for the global
contractual value of € [in figures and in words], corresponding to the estimated hours, per
service at the unit prices proposed in Annex II, to which VAT is added at the rate of%,
totalling the amount of € [in figures and in words].

The prices indicated in Appendix II do not include Value Added Tax (VAT) at the applicable legal rate.

The tenderer further declares that it renounces the special jurisdiction and submits itself, in everything that respects the execution of the contract, to what is prescribed in the Portuguese legislation in force.

Location and date

Signature

ANNEX II

Model declaration (article 81, PPC)

[referred to in paragraph a) of paragraph 1 of article 81]

1 — ... (name, identification document number and address), in the capacity of legal representative of (1)... (company, tax identification number and headquarters or, in the case of a tenderer grouping, companies, numbers of tax identification number and headquarters), successful tenderer in the procedure ... (name or reference to the procedure in question), declares, under oath, that the one represented (2) is not in any of the situations foreseen in no. 1 of article 55 of the Public Procurement Code.

2 — The declarant attaches [or indicates... as the address of the website where they can be consulted (3)] the documents proving that the one represented (4) is not in the situations foreseen in sub-paragraphs b), d), e) and h) of paragraph 1 of article 55 of the Public Procurement Code.

3 — The declarant is fully aware that the provision of false declarations implies the forfeiture of the award and constitutes a very serious offense, under the terms of article 456 of the Public Procurement Code, which may determine the application of the accessory penalty of deprivation of the right to participate, as a candidate, as a competitor or as a member of a candidate or grouping of tenderers, in any procedure adopted for the formation of public contracts, without prejudice to the participation to the competent entity for the purposes of criminal proceedings.

... (place),... (date),... [signature (5)].

(1) Applicable only to tenderers who are legal persons.

(2) If the competitor is a natural person, delete the expression "the one represented".

(3) Add the necessary information to the query, if applicable.

(4) If the competitor is a natural person, delete the expression "the one represented".

(5) Pursuant to paragraphs 4 and 5 of article 57.