

INTERNATIONAL PUBLIC TENDER No. CPI/02/2023

TENDER PROCEDURE No. 12/IAVE/2023

Acquisition and installation of a networking and security solution to support the design, writing, administration, marking and production of results regarding large-scale national assessment in a dematerialized environment.

**CPV Classification: 32420000-3 – Network equipment
48820000-2 – Servers
48730000-4 – Security software package**

Clause 1

Object of the procedure

1. The object of this procedure is the acquisition and installation of:

1.1. Wireless Solution

The aim is to upgrade the wireless network currently existing at IAVE, I.P. according to a standardized and stratified model in watertight logical layers, with clearly defined responsibilities and capabilities, which will allow, on the one hand, to optimize investment in the network and, on the other hand, to guarantee flexible implementation and maintenance, with the ability to granularly adapt to the high-level concepts applied to the intrinsic reality of each site/functional layer.

To this end, IAVE, I.P. intends to acquire the following equipment:

Type	Description	Quantity
Wireless Controller	Wireless Controller	1
Access Point	Access Point	30

1.2. Switching Solution

The aim is to upgrade the switching network currently existing at IAVE, I.P. according to a standardized and stratified model in watertight logical layers, with clearly defined responsibilities and capabilities, which will allow, on the one hand, to optimize investment in the network and, on the other hand, to guarantee flexible implementation and maintenance

with the ability to granularly adapt to the high-level concepts applied to the intrinsic reality of each site/functional layer.

To this end, IAVE, I.P., means to acquire the following equipment:

Type	Description	Quantity
Management	Management Platform	1
Type 1 Switch	Core Switch	2
Type 2 Switch	48 Port Switch	9
Type 3 Switch	48 Port mGig Switch	5
Transceivers	Enterprise Class Multimode	26
Transceivers	Enterprise Class Single mode	16

1.3. Security Solution

The aim is to upgrade the security infrastructure currently existing at IAVE, I.P. according to a standardized and stratified model in watertight logical layers, with clearly defined responsibilities and capabilities, which will allow, on the one hand, to optimize investment in the network and, on the other hand, to allow flexible implementation and maintenance with the ability to granularly adapt to the high-level concepts applied to the intrinsic reality of each site/functional layer.

To this end, IAVE, I.P., means to acquire the following equipment:

Type	Description	Quantity
Server	Virtualization Support Server	1
Switch	Perimeter Switch	2
Firewall	Perimeter Firewall	2
Access control	Access control	1
MFA	Multi Factor Authentication	500
Analytics	IOT Probe	1

All the services inherent to after-sales services must be covered by the object of this procedure, in accordance with the Tender Specifications.

Clause 2 Contracting Authority

1. The Contracting Authority 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 Lisboa, with the telephone number +351213895200 and email address: compras.iave@iave.pt.
2. All communications regarding this procedure must be made in writing through the electronic contracting platform, accessible on 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 expense is the responsibility of the President of the Board of Directors of IAVE, I.P., in accordance with 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 Contracts Code, hereinafter just PCC, of articles 36, 38 of this Code and also paragraph a) of article 5 of Decree-Law No. 53-B/2021 of 23 June.

Clause 4 Contracting procedure

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

Clause 5 Parts of the procedure

1. The international public tender procedure consists of the following parts:
 - a) The Tender notice;
 - b) The present Procedure;
 - c) The Tender Specifications and annexes;
 - d) Clarifications and rectifications of the parts of the procedure, if any;
 - e) Errors and omissions in the 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 duties on the working day following the day the notice is sent for publication.
3. The Tender Jury must carry all acts and take all the steps related to this procedure whose competence is not reserved to the contracting authority, namely the provision of clarifications necessary for the proper understanding and interpretation of the tender documents, the evaluation of tenders, the holding of a prior hearing for interested parties and the elaboration 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 have no right to vote.
5. In accordance with 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 Tender Jury is responsible for the clarifications necessary for a proper understanding and interpretation of the parts of the tender.
2. Clarifications must be requested by the interested parties, in writing, through the platform, within the first third of the period of time set for the submission of tenders.
3. The clarifications, as well as corrections to the parts of the tender, are made in accordance with article 50 of the PCC.
4. The parts that constitute the tender, this procedure, the specifications and the notice are fully available on the platform.

Clause 8 Award criteria

1. The award criteria are multifactorial in accordance with the evaluation model specified in the following paragraph.
2. In addition to what is required in the specifications, the award criterion is that of the most economically advantageous tender, with the tenders being ordered in descending order according to the following formula:

$$\text{TotalP} = (\text{TPP} \times 60\%) + (\text{TAGC} \times 40\%)$$

Total Price of the Proposal (TPP) (60%)

$\text{TPP} = (\text{Bp} - \text{Pp}) / \text{Bp} \times 100$, where:

Base Price (Bp) = Base Price of this Public Tender

Pp = Proposed Price

Technical assistance and guarantee conditions (TAGC) (40%)

Subfactor score	Typology and Design
100	If the tender includes a period of technical assistance and guarantee services, for all the proposed equipment, equal to or greater than 5 years.
40	If the tender includes a period of technical assistance and guarantee services, for all the proposed equipment, greater than 3 and less than 5 years.
0	If the tender includes a period of technical assistance and guarantee services, for all proposed equipment, equal to 3 years.

1. In the event of a tie, a draw will be held to break the tie, with tenderers being notified at least five working days in advance.
2. There is no place for adjudication when any of the situations set out in paragraph 1 of article 79 of the PCC occurs.

Clause 9

Format and deadline for submitting the tenders

1. The tenders, as well as the parts that comprise them, must be submitted on the platform by 23:59 on the 30th day counting from the date of publication of the notice in *Diário da República* (Portuguese national official journal).
2. The deadline for submitting tenders is calculated in calendar days, in accordance with article 470 of the PCC.
3. The tender must be signed electronically, using a qualified electronic signature, in accordance with current legislation, article 54 of Law 96/2015, of 17 August.

Clause 10
Language of the tender

1. The tenders, as well as the parts 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 a declaration of acceptance of the contents of the Tender Specifications, drawn up 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 they have 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 paragraph, the tender must also be accompanied by the following elements:
 - a) Detailed price of the goods, in accordance with the Specifications;
 - b) Note justifying the proposed price;
 - c) Express mention that VAT is 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 documentation may be made available in English;
 - e) Documents that, depending on the object of the contract to be signed and the aspects of its performance proposed in the Tender Specifications, contain the attributes of the tender according to which the competitor is willing to contract;
 - f) Documents containing clarifications that justify the presentation of an abnormally low price, in accordance with point b) of paragraph 1 of article 71 of the PCC, if this situation occurs;
 - g) Any other documents that are considered indispensable for the submission of the tender, namely in relation to its attributes.
3. If the tenderer is a group, the tender must also be accompanied by the following documents:
 - a) Address and contacts for the purpose of notifications;
 - b) Declaration by each entity, member of the grouping, of its intention to form a consortium, in case of adjudication;
 - c) Compliance with the provisions of paragraph 5 of article 57 of the PCC.

Clause 12
Deadline for maintaining tenders

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

Clause 13
Variant tenders

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

Clause 14
Preliminary report on the tenders

1. After analyzing the tenders and applying the award criteria, the Jury prepares a reasoned preliminary report, based on which it 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 PCC is verified.

Clause 15
Prior hearing

1. 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 of prior hearing, without prejudice of article 125 if only one tender is submitted.

Clause 16
Final report on the tenders

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

Clause 17 Qualification documents

1. The successful tenderer must provide, within five (5) days of notification 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 set out in paragraphs b), d), e) and h) of article 55 of the PCC. 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 the documents referred to in the previous paragraph 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 the platform is unavailable, send this copy to the following email address: compras.iave@iave.pt
5. When the documents mentioned in subparagraph b) of paragraph 1 are available on the Internet, the successful tenderer may, instead of presenting or making a copy, indicate to the contracting authority 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, in accordance with 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 paragraph is waived.
7. In the event of non-issuance of the documents referred to in subparagraph 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 authority grants the successful tenderer a period of five (5) days to eliminate the irregularities detected in the qualification documents that can lead to the expiry of the award, in accordance with the provisions of article 86 of the PCC.

Clause 18 Security deposit

1. The successful tenderer must provide a deposit to guarantee the signing of the contract, as well as 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 PCC apply.

Clause 19

Consortium 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 authority and give discharge of any amounts that must be paid to the consortium members in the performance of the contract.

Clause 20

Grounds for adopting the procedure

- 1- This international public tender procedure is adopted in accordance with of paragraph a) of article 20 and article 130 et seq. of the PCC, in its current wording.

Clause 21

Applicable legislation

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

ANNEX I – Tender 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
good/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 performance of the contract, to what is prescribed in the Portuguese legislation in force.

Location and date

Signature

ANNEX II

Model declaration (article 81 of the PCC)

[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 Contracts 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 Contracts 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, in accordance with article 456 of the Public Contracts 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 consortium of tenderers, in any procedure adopted for the formation of public contracts, without prejudice to the participation to the competent authority 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.