

International Public Tender No. CPI/01/2024

TENDER SPECIFICATIONS No. 18 /IAVE/2024

Acquisition of cloud services for the use of the different assessment platforms from 2024 to 2025

CPV Classification: 72000000-5

IT services: consultancy, software development, Internet and support

PARTE I – Legal Clauses

Article 1

Object

1. The object of this tender procedure is the acquisition of cloud services for the use of the different assessment platforms from 2024 to 2025.
2. This acquisition of services is necessary to design, monitor, administer assessment and produce results in electronic format, allowing users to write, administer, mark and practise how to manipulate items, and administer assessment.
3. This acquisition is made within the scope of the implementation of the project of dematerialization of the processes of design, distribution, administration, performance and marking of internal and external assessment, provided for in the project to be developed within the Recovery and Resilience Facility Plan, and more specifically for accomplishing INVESTMENT TD - C20-i01.01 “To ensure the provision of quality internet connectivity to schools, and create conditions for the improvement and widespread use of digital educational resources, including assessment processes, as well as for the efficient management of the digital transition process in the educational system”.
4. The tender specifications include all its annexes, considered integral parts thereof.
5. Taking into account the provisions of the previous paragraphs, the service provider is obliged to supply the services according to the terms set out in these specifications, paying particular attention to the technical specifications described in article 23 and in the awarded proposal.

Article 2

Format and contractual documents

1. The contract to be signed includes the following documents:
 - a. Correction of errors and omissions in the specifications identified by the contractors, provided that these errors and omissions have been expressly accepted by the body responsible for the decision to contract;
 - b. Clarifications and corrections relating to the specifications;
 - c. These Tender Specifications;
 - d. The awarded tender;
 - e. Clarifications on the awarded tender provided by the successful contractor.

2. In case of divergence between the documents referred to in the previous paragraph, the prevalence is determined in the order set out therein, without prejudice to the application of the principle of prevalence revised in article 51 of the Public Contracts Code, henceforth only PCC.
3. In case of divergence between the documents referred to in paragraph 1 and the clauses of the contract and its annexes, the former will prevail, except for suggested adjustments, in accordance with the provisions of article 99 of the PCC and accepted by the successful tenderer, and in accordance with the provisions in article 101 of the PCC.
4. In addition to the documents referred to in paragraph 1, the tenderer (henceforth “Contractor”) is also obliged to respect, where applicable, the European and Portuguese norms, specifications and approval by official bodies and manufacturers or entities holding patents.

Article 3
Good faith

1. The parties undertake to act in good faith in the performance of the contract and not to exercise the rights provided for therein, or in the law, in an abusive manner.

Article 4
Place, mode and duration of the contract

1. Given the nature of the services of this procedure, their provision at the IAVE, I.P. premises is not generally required, without prejudice to situations that may occasionally imply the need for the contractor to be present at the IAVE, I.P. premises.
2. The contract will be made in writing, in accordance with the provisions of article 94 of the PCC, concluded within a maximum period of 30 (thirty) days after acceptance of the draft by the contractor.
3. The signed contract will take effect on August 1, 2024 and will be in force for a period of 18 months (2024 to 2025).
4. The additional obligations that, under legal or contractual terms, must continue beyond the termination of the contract are not included in the time period fixed in the previous paragraph.

Article 5
Base price

The base price is €500,000 (five hundred thousand euros), amount to which VAT is added at legal rate in force. The definition of the base price is based on the market prices considered in the previous procedure, with reference to the services to be acquired.

Article 6
Payment conditions

1. The amounts owed by IAVE will be paid under the terms set out in the following numbers.
2. The payment of the amount due under the terms of the previous clause will be made in instalments to be agreed between both parties.

3. Payments will be made within a maximum period of 30 (thirty) days after receipt of the invoices, which can only be issued after the respective obligation has expired.
4. Under no circumstances will there be advance payment.
5. In case of disagreement on the part of IAVE, I.P. regarding the values indicated in the invoices, the respective reasons must be communicated in writing to the contractor, who is obliged to provide the necessary clarifications or issue a new corrected invoice.
6. Invoices must contain the commitment number generated by the contracting authority in accordance with the law, as well as the description of the service.
7. Provided they are regularly issued, and in compliance with the provisions of the preceding paragraphs, invoices are paid by bank transfer to the IBAN indicated by the contractor, upon filling in the supplier form.

Article 7

Obligations of the contractor

1. Without prejudice to other obligations set out in the applicable legislation, in these specifications or in the contractual clauses, the contract includes the following main obligations for the contractor, in accordance with absolute subordination to the principles of professional ethics, impartiality, independence, zeal and competence:
 - a. Obligation to provide the services identified in the proposal in accordance with the characteristics and requirements set out in article 23 – Technical Specifications, as well as within the established deadline;
 - b. Obligation to comply with the terms and conditions established for the provision of services, namely:
 - i. Obligation to take the responsibility for all the costs, including equipment, necessary for the provision of services;
 - ii. Obligation to provide the contracting authority with all documentation relating to and/or related to the provision of services;
 - iii. Obligation to provide the contracting authority, at any time pending the provision of services, with all information and clarifications relating to their provision, in particular in accordance with the clauses of these specifications;
 - iv. Obligation of responsibility for the actions carried out by all people who, within the scope of the contract to be concluded, perform functions or carry out tasks on their own behalf, considering themselves for this purpose as bodies or agents of the contractor;
 - v. Obligation to provide the necessary technical support throughout the provision of services, particularly with regard to the clarification of all criteria and methodologies to be applied in the execution of the tasks included therein.
 - c. The service provider is also obliged to use all human, material and technical resources that are necessary and appropriate for the good result of the services, as well as to establish the organizational system necessary for the flawless and complete execution of the tasks under their responsibility. It is not possible to change the conditions underlying the provision of service agreed between the parties through the signing of a written contract between them, without prior written authorization from the contracting authority.

Article 8

Patents, licenses and registered trademarks

1. The contractor is responsible for any costs arising from the use of registered trademarks, registered patents, licenses or other similar rights.

Article 9

Use of distinctive signs

1. Neither party may use the name, brands, commercial names, logos and other distinctive trade signs belonging to the other without prior written consent.

Article 10

Confidentiality

1. The contractor will guarantee confidentiality regarding any information related to the activity of IAVE, I.P. that they may become aware of due to the acquisition of the goods and services that are object of this contract, including after the end of the contract period.
2. Excluded from the duty of confidentiality referred to in the previous paragraph are information and documentation proven to be in the public domain on the date they were obtained by the service provider, or that the latter is obliged to reveal in legal proceedings, or at the request of regulatory authorities and other competent administrative entities.

Article 11

Data Protection Regulation

1. The contractor undertakes to comply with all applicable legal provisions regarding the processing of personal data, as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April, 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data (General Data Protection Regulation) and other applicable Community and national legislation, in relation to all personal data accessed within the scope or for the purposes of the provision of goods and services, namely, personal data of clients, workers, collaborators and suppliers of IAVE, I.P.
2. The parties acknowledge and accept that, in relation to all personal data to which the contractor has access or is transmitted by IAVE, I.P. for the purposes of providing the goods and services:
 - a. IAVE, I.P. will act as data controller (as defined in the General Data Protection Regulation), determining the purposes and terms of these data processing by the contractor;
 - b. The contractor will act as a subcontracting authority (as defined in the General Data Protection Regulation), processing personal data in strict compliance with the instructions of the person responsible for processing this data;
 - c. For this purpose, the processing of personal data is understood as the operations, with or without the use of automated means, carried out on the personal data of IAVE, I.P. employees, including the collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transfer and/or provision to third parties, alignment, combination, blocking, deletion and destruction of the aforementioned data.
3. The contractor undertakes not to copy, reproduce, adapt, modify, alter, delete, destroy, disseminate, transmit, disclose or, by any other person, make available to third parties the personal data accessed or transmitted by the data controller under this contract, without having

been expressly instructed to do so, in writing, by the data controller or by the data subjects in the exercise of their respective rights.

4. Without prejudice to any other obligations provided for in this contract, the contractor undertakes to strictly comply with the provisions of applicable legislation regarding the processing of personal data and, in particular:
 - a. To treat them only in accordance with the instructions of IAVE, I.P., solely and exclusively, for the purposes of the present provision of the goods and services, complying with the established obligations on data protection;
 - b. To provide all necessary collaboration to clarify any issue related to the processing of personal data carried out under this contract/agreement and keep IAVE, I.P. informed of the processing of personal data;
 - c. To provide assistance to IAVE, I.P. , taking into account the nature of the processing and the information at its disposal, in order to ensure the obligations regarding the notification of violation of personal data, namely through communication, whenever possible, within 72 hours of becoming aware (of the occurrence) of any breach that occurs, and also providing collaboration with IAVE, I.P. in the adoption of measures to respond to the occurrence, investigating it and preparing notifications deemed necessary in compliance with the law;
 - d. To collaborate with IAVE, I.P. taking into account the nature of the data processing and, as far as possible, adopt the technical and organizational measures referred to in this article, which include encryption or pseudonymization of personal data to reduce the risks for the data subjects in question, not excluding other possible data protection measures, and allowing IAVE, I.P. to fulfil the obligation to respond to requests from data subjects, allowing them to exercise their rights under the law;
 - e. Not to communicate personal data to third parties and service providers not authorized or not indicated by IAVE, I.P.;
 - f. Depending on the choice of IAVE, I.P. or the data subject, to delete or return personal data at the time of assignment of the contract, deleting and destroying any existing copies, unless the conservation or transmission of data is required by law;
 - g. To keep records of data processing activities carried out on behalf of IAVE, I.P. under this contract, in accordance with the requirements provided for by law;
 - h. To comply with all other legal provisions regarding the registration, transmission or any other processing operation of personal data provided for by law;
 - i. Not to transfer data outside the European Economic Area without the prior written consent of the person responsible for processing the data;
 - j. To provide the data controller with all the information necessary to demonstrate compliance with the obligations provided for by law in the respective scope, as well as to facilitate and contribute to audits, including inspections conducted by the data controller or another auditor mandated by the data controller;
 - k. To ensure that the personnel authorized to process personal data commit to confidentiality, and that they are aware of and undertake to comply with all obligations set forth herein.
5. The contractor undertakes to implement the technical and organizational measures necessary to protect the personal data processed on behalf of IAVE, I.P. against their accidental or unlawful destruction, accidental loss, alteration, unauthorized dissemination or access, as well as against any other form of unlawful processing of this personal data.

6. The measures referred to in the previous paragraph must guarantee an adequate level of security in relation to the risks that data processing presents, the nature of the data to be protected, and the risks of varying probability and severity for the rights and freedoms of the natural persons.
7. The contractor agrees that access to personal data processed under this contract will be strictly limited to personnel who need this access for the purposes of fulfilling the obligations assumed herein.
8. The contractor undertakes to communicate to the data controller any situation that may affect the processing of personal data or that in any way gives rise to non-compliance with legal provisions on data protection, and must also take all necessary measures and within its power to stop it immediately.
9. The contractor will be responsible for any damage in which IAVE, I.P. may incur as a result of the processing of personal data by the contractor or its staff, or in violation of the applicable legal standards and the provisions of this contract, when such violation is attributable to the contractor and jointly with its staff within the scope of the service provided, when the violation is attributable to the performance of the latter.
10. The contractor is authorized to subcontract a third party to collaborate in the provision of the goods, as long as it is ensured that this third party will comply with the provisions of the applicable legislation; this obligation must be the object of a written contract signed by the contractor and this third party, thus ensuring the compliance with the obligations arising from Regulation (EU) 2016/679 and other applicable legislation relating to personal data, and also ensuring the observation of the essence, nature and purposes of the contract, in strict compliance with the duty of secrecy and confidentiality.
11. Whenever IAVE, I.P. receives a request for access or rectification of personal data or an opposition to its processing from the data subjects, the contractor must provide assistance to the data controller through appropriate technical and organizational measures, in order to enable IAVE, I.P. to fulfil the obligation to respond to data subjects' requests and thus allowing them to exercise their legal rights.

Article 12

Amendments to the contract

1. The contract may be amended in accordance with articles 311 and 312, both of the PCC, namely, by:
 - a. Agreement of the parties, which cannot be in a less solemn form than that of the contract;
 - b. Abnormal and unforeseeable change in the circumstances on which the parties based their decision to contract, as long as the fulfilment of the assumed contractual obligations seriously affect the principles of good faith and are not covered by the risks inherent to the contract;
 - c. Reasons of public interest arising from new needs or from a new consideration of existing circumstances, without prejudice to indemnities that may be due, in compliance with the law.

Article 13

Assignment of contractual position

1. The contractor may not assign its contractual position without prior authorization from IAVE, I.P.
2. The contractor will be authorized to subcontract a third party to collaborate in the provision of the services, as long as it is ensured that this third party will comply with the provisions of the applicable legislation; this obligation must be the object of a written contract signed by the contractor and this third party, in which the latter is bound to comply with the obligations arising from Regulation (EU) 2016/679 and other applicable legislation relating to personal data, and to observe the essence, nature and purposes of the contract, in strict compliance with the duty of secrecy and confidentiality.
3. For the purposes of the authorization provided for in the previous paragraph, the assignee must present all the documentation required from the contractor in this procedure, so that IAVE, I.P. can verify that the assignee is not in any of the situations provided for in article 55 of the CCP, and that the assignment does not change the circumstances of compliance with contractual and legal obligations.

Article 14

Termination of the Contract

1. Failure by one of the parties to fulfil the obligations arising from the contract gives the other party the right to terminate the contract, under the terms set out in the applicable law, without prejudice to the corresponding legal indemnities and other general grounds for legally terminating the contract.
2. For the purpose of the provisions of the previous paragraph, definitive non-compliance exists when there is a delay in provision of goods and services for a period exceeding 10 working days.
3. Termination will come in effect upon prior notice, via registered letter with acknowledgment of receipt, sent at least 10 working days in advance.
4. The termination of the contract does not affect the application of any pecuniary penalties, in accordance with the following article.

Article 15

Penalties

1. In the event of non-compliance with contractual obligations, the contracting authority may apply the following contractual pecuniary sanctions to the contractor, depending on the severity or repetition of the infringement:
 - a. For non-compliance with obligations relating to the duty of confidentiality, up to €1,000.00 (one thousand euros), per infringement;
 - b. Failure to comply with obligations relating to intellectual property and personal data, up to €1,000.00 (one thousand euros), per infringement;
 - c. For non-compliance with the duty to inform, up to €250.00 (two hundred and fifty euros), per infringement;
 - d. For non-compliance with the determination addressed to the contractor in accordance with these specifications, which include the obligations set out in Clause 1, up to €250.00 (two hundred and fifty euros), per infringement;

- e. For non-compliance with the obligations listed above, the aforementioned penalties may be applied, not exceeding 20% or 30% of the total amount awarded, depending on the case and, in accordance with the provisions of article 329 of the PCC.
2. Payment of any penalties incurred by the contractor will be deducted from the net value of the second party's billing.
3. The application of the penalties provided for in this article will be the subject of a prior hearing, under the terms set out in paragraph 2 of article 308 of the PCC.
4. The contractor will be notified, in writing, in order to make a decision within 10 (ten) working days. If the contractor does not respond within the given period, the contracting authority applies the penalty in accordance with paragraph 2 of this article.

Article 16

Delay of the contracting authority

1. The delay in any payment does not determine the maturity of the remaining payment obligations.
2. In case of delay, payments due by the contracting authority bear interest at the legal rate, from the date on which they became due and until full payment, in accordance with article 326 of the PCC.
3. In case of disagreement over the amount due, the public contracting party must make the payment based on the amount which the co-contractor agrees to.
4. The amounts contested by the contracting authority, and which are subject to correction, do not earn default interest in the event of non-payment.

Article 17

Acts of God or *force majeure*

1. Neither party will incur liability if it is prevented from fulfilling the obligations assumed in the contract due to unforeseeable circumstances or *force majeure*, understanding as such any circumstance that makes it impossible to perform it, beyond the control of the affected party, which could not have been known or foreseen on the date of signing of the contract, and whose effects the party was not reasonably required to circumvent or avoid.
2. The following may constitute *force majeure* if the requirements of the previous paragraph are met: namely, earthquakes, floods, fires, epidemics, sabotage, strikes, international embargoes or blockades, acts of war or terrorism, riots and injunctive governmental or administrative orders.
3. The following do not constitute *force majeure*:
 - a. Strikes or labour conflicts limited to the companies of the second party or groups of companies of which it is part, as well as companies or groups of companies of its subcontractors;
 - b. Circumstances that do not constitute *force majeure* for the subcontractors of the second party, in the part in which they intervene;
 - c. Governmental, administrative, or judicial determinations of a sanctioning nature or otherwise resulting from non-compliance by the second party with duties or burdens that fall upon it;
 - d. Popular demonstrations resulting from the non-compliance, by the second party, of legal norms;

- e. Fires or floods originating in the premises of the second party, whose cause, spread or proportions are due to its fault or negligence or to non-compliance with safety standards;
 - f. Malfunctions in the second party's computer or mechanical systems not due to sabotage;
 - g. Events that are or should be covered by insurance.
4. The party that invokes unforeseeable circumstances or *force majeure* must immediately communicate and justify such situations to the other party, by any written means, as well as inform of the foreseeable period for re-establishing the situation.
 5. *Force majeure* determines the extension of the deadlines for compliance with contractual obligations that are affected during the period of time demonstrably corresponding to the impediment resulting from *force majeure*.

Article 18

Deadlines in the performance of the contract

1. The following rules are applied to establish deadlines in the performance phase of the contract:
 - a. Deadlines are continuous, not suspended on Saturdays, Sundays and holidays;
 - b. The deadline that falls on a Saturday, Sunday, holiday or on a day on which the service, before which the act must be carried out, is not open to the public, or does not operate during the normal period, is transferred to the first following working day.

Article 19

Signing of the written contract

1. In accordance with paragraph 1 of article 94 of the PCC the contract will be in writing.

Article 20

Communications and notifications

1. All communications and notifications between the contracting authority and the contractor must be made in writing, by post, email or fax, to the domicile or contractual headquarters of each, identified in the contract with sufficient clarity, to so that the recipient is aware of its nature and content.
2. Any change to the contact information contained in the contract, even if occasional or temporary, must be communicated immediately and in writing to the other party.

Article 21

Grounds for initiating the procedure

1. This public tender procedure is adopted in accordance with the provisions of paragraph a) of article 20, article 130 et seq. of the PCC, and the decision to contract was taken by the President of the Board of Directors, Luís Pereira dos Santos.

Article 22

Competent court

1. In everything that is omitted in these specifications, the provisions of the PCC and other applicable legislation and regulations will be observed.
2. The Lisboa district court holds jurisdiction over any disputes arising from the contract, namely related to its interpretation, performance, non-compliance, invalidity, resolution or reduction.

PART II
Technical Clauses

Article 23
Technical specifications of the service

| Type of service | Minimum technical requirements |
|-----------------------------|---|
| General | <ul style="list-style-type: none"> • Service management can be carried out by IAVE, I.P. • Services are self-scaling “on-the-fly”. • Possibility to choose the location where the services will be created, stored at rest and the possibility of keeping them within the European Union in at least 2 locations. |
| Traffic/Networking | <ul style="list-style-type: none"> • Amazon Elastic IP with 1 EIP per instance or equivalent. • Amazon Beanstalk or equivalent. • 1 TB per month of outbound data transfer or equivalent. • 1 NAT gateway with a minimum of 10GB of processing per month or equivalent. • Application load balancers: 1ALB with a minimum of 2 TB processed per month with an average number of calls per ALB of 10 per second and an average call duration of 20 minutes or equivalent. • Amazon route 53: 1 zone. Minimum of 10 million queries per month or equivalent. • 1 NAT gateway with a minimum of 10GB of processing per month or equivalent. |
| Computation | <ul style="list-style-type: none"> • AWS Graviton2 or equivalent. 64-bit processor with 8 virtual CPUs and 16 Gb of memory, with the possibility of increasing or reducing CPU and memory capacity depending on the need. • Image support for Ubuntu, CentOS, SUSE Linux, or Unix/Linux equivalent operating systems. • Amounts to be charged defined in hours or seconds. • Possibility to select various chipsets including Intel, AMD, ARM, etc. |
| Relational databases | <ul style="list-style-type: none"> • Amazon Aurora multi-AZ cluster (with primary and read replica) or equivalent. • Fully managed relational database engine compatible with MySQL (5.7 to 8.0) with a distributed and shared storage architecture to increase performance, scalability and reliability. • AWS Graviton2 computation or equivalent. • 64-bit processor with 8 virtual CPUs and 16 Gb of memory, with the possibility of increasing or reducing CPU and memory capacity, depending on the need. • Possibility of using serverless capabilities or equivalent. The service manages computing, network and memory resources, depending on changes in service loads. • Automatic management of storage capacity as content grows. • Encryption when stopped and running. • The service provider must provide multiple relational database services, including open databases, multi-zone redundancy, and high scalability. |

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|-------------------------------|---|
| <p>Caching</p> | <ul style="list-style-type: none"> • Amazon ElastiCache for Redis multi-AZ cluster (with primary and read replica) or equivalent fully managed in-memory data storage, providing sub-millisecond latency, compatible with open-source Redis (5.0.6 and above). • AWS Graviton2 computing or equivalent. 64-bit processor with 8 virtual CPUs and 16 Gb of memory, with the possibility of increasing or reducing CPU and memory capacity depending on the need. |
| <p>Storage</p> | <ul style="list-style-type: none"> • Amazon EBS gp3 or equivalent. • SSD-based volume, for each instance. • At least 100Gb of storage, 3000 IOPS, 125 MiB/s transfer rate. • Possibility of daily snapshots. • Possibility to encrypt the data volume using Ability to encrypt the data volume using managed keys or customer-managed keys. |
| <p>NoSQL databases</p> | <ul style="list-style-type: none"> • Amazon DocumentDB cluster (with MongoDB compatibility) or equivalent. • Fully managed MongoDB service. • AWS Graviton2 computing or equivalent. 64-bit processor with 8 virtual CPUs and 16 Gb of memory, with the possibility of increasing or reducing CPU and memory capacity depending on the need. • Encryption when stopped and running. • Possibility of restoring backups via console or CLI. |