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**MINISTRY OF DEFENSE
NAVY**



Procedure: Urgent Public Tender

NPD 3020025468

Innovation Management Platform Acquisition

TENDER SPECIFICATIONS

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TENDER SPECIFICATIONS

Article 1st - OBJECT

The current tender specifications comprehend the clauses to include in the contract to be celebrated following an Invitation to tender aiming the acquisition of the goods discriminated in Attachment B by the Portuguese State Ministry of Defense - Navy - Communications and Information Systems Directorate, hereby designated by public contracting.

Article 2nd - CONTRACT

1. The contract consists of the respective contractual clauses and its attachments.
2. This will consider the following aspects:
 - a. The specifications and its annexes;
 - b. The awarded proposal;
 - c. Clarifications about the awarded proposal provided by the contractor.
3. In case of doubt or divergence between the above mentioned documents, the order of documents indicated in the preceding paragraph shall prevail.

Article 3rd - DURATION AND CONTRACT TERM

1. The contract shall enter into force on the following working day to its signature, or on the working day following the submission of the Purchase Order by the public contracting, as applicable.
2. The contract has a minimum duration of 15 months.
3. The delivery of the goods shall take place within defined in Annex A to this procedure, from the date mentioned in 1.

Article 4th - PLACE OF DELIVERY OF GOODS

1. The goods will be delivered to Navy Military Staff- Praça do Município - 1149-001 Lisboa - Portugal.
2. The contractor undertakes to provide simultaneously with the delivery of the goods the following:
 - a. Documentation required for the proper and full use;
 - b. Technical conformity certificates, if applicable.
3. All costs associated with transport of the goods covered by the contract to the delivery place are at contractor expenses.

Article 5th - BASE PRICE

1. For the goods covered by the contract, as well as, for the fulfilment of other obligations contained in this contract documents, the public contracting shall pay the contractor the constant price of the awarded proposal, plus VAT at the rate in force when applicable.
2. The price referred in the previous number includes all costs, charges and expenses whose accountability is not expressly assigned to the public contracting namely those relating to the transport of the goods covered by the contract to their place of delivery, as well as, any charges arising from the use of trademarks, patents or licenses.
3. The above mentioned price cannot in any case, exceed the maximum total amount, which is stated in annex A to these specifications (excluding VAT at legal rate).

Article 6th - PAYMENT TERMS

1. The amount owed by the public contracting, in accordance with the previous articles, shall be paid with the prescribed period in the annex A to these specifications after receipt by the public contracting of the respective invoices, which may be issued only after the respective obligation has expired.
2. For the purposes of the previous number the obligations is deemed to have expired with the signature of the respective order of receipt.
3. In case of disagreement by the public contracting, regarding the stated amounts in the Invoices, shall the public contracting notify in writing to the contractor, within 8 (eight) days, the respective grounds, thus being obliged to provide the necessary explanations or to issue a new corrected invoice, within the same period.
4. Provided that properly issued as set forth in paragraph 1 of this article, the invoices shall be paid by wire transfer.

Article 7th - PAYMENT DELAY

1. The contractor shall be entitled to interest for late payment or both settled and approved situations, when it exceeds 60 (sixty) days from the date of the invoice.
2. If the delay in any payment lasts for over 120 (one hundred and twenty) days, the contractor may terminate the contract.
3. The periods referred in this article shall only commence their counting after receipt by the public contracting of the respective invoices.

Article 8th - OBLIGATIONS OF THE CONTRACTOR

Without prejudice to other obligations under the applicable law, in this Specification or in the contractual clauses, the contract derives from the contractor the following obligations:

1. Obligation to deliver the identified goods in its proposal within the specified period in the preceding article;
2. Warranty obligations of goods;
3. Obligation to pay all costs incurred in the provision of securities, if applicable;
4. Obligation to keep the first party up to date of contributions towards both Social Security and Taxation, through the respective statements or certificates without which no payment will be made.

Article 9th - CONFORMITY OF THE GOODS

1. The contractor undertakes to deliver to the public contracting the object of the contract goods along with the features, specifications and requirements.
2. The contractor shall be liable to the public contracting for any discrepancy in the goods covered by the contract at time of delivery.

Article 10th - GUARANTEE OF THE GOODS

1. The guarantee of goods shall be payable to the contracting authority without any additional burden for the contracting authority, to replace, repair or otherwise and to refund the price paid if the contractor fails the conditions set out in its proposal.
2. All described obligations in this contract relating to the guarantee of the goods are the sole accountability of the contractor.

Article 11th - INSPECTION OF THE GOODS

1. When goods are delivered, the public contracting shall, within 10 (ten) days, proceed to the quantitative and qualitative inspection of the goods, in order to respectively check whether they correspond to the technical characteristics and requirements set out in annex B.
2. Over the qualitative inspection period, the contractor shall provide the competent services of the public contracting full cooperation and all necessary explanations and may be represented by persons duly authorized to do so.
3. When the qualitative inspection is carried out using specifically hired services for this purpose, then the occurring charges incurred by the contractor are his accountability.

Article 12th - NONCONFORMITIES OR DISCREPANCIES

1. If the qualitative inspection referred in the preceding paragraph does not prove the full compliance of the goods to this contract as well as their conformity with legal requirements or in case of discrepancies with the features, specifications and technical requirements defined in annex B of this contract the public contracting should inform the contractor in writing.

2. As foreseen in the previous number the contractor shall, at his own expense and within a reasonable time to be determined by the public contracting, the necessary changes to ensure compliance with legal requirements and the characteristics, specifications and technical requirements referred above.
3. After completion of the necessary changes by the contractor, within the respective term, the public contracting carries out a new qualitative inspection pursuant to the preceding article.

Article 13th - RECEIPT OF THE MATERIAL

1. The goods must come along with a four-fold delivery note and the respective invoice in duplicate with visible indication of:
 - a. Purchase Order number (PO);
 - b. Process Number (NPD);
 - c. Address;
 - d. IBAN and SWIFT code;
 - e. Email;
 - f. NIPC or VAT Number;
2. In case of disagreement by the public contracting concerning the amounts on the invoices, should this inform the contractor within 8 (eight) days in writing of the respective grounds, being obliged to provide the necessary clarifications or issue a new invoice within the same period.
3. When duly issued as set forth in nr. 1 of this article, Invoices are paid by wire transfer.

Article 14th - ACCEPTANCE OF GOODS

1. If inspections referred in article 11 (eleventh) prove that the contract goods are in full conformity as well as legal requirements and that no defects, discrepancies with the characteristics, specifications and requirements set out in annex B are detected, an order receipt must be issued within a period of eight days from the final date of inspection and signed by the two representatives of the contractor and the public contracting.
2. Along with the signature which is referred in the previous number, it occurs in the contract goods the transfer both possession and ownership of the contract to the public contracting.

Article 15th - SUPPLIES REJECTION

1. The rejected goods are considered not delivered for all purposes.

2. These rejections will be notified to the contractor and their removal will be done at his own risk.
3. If the rejected goods remain in the facilities of the public contracting for over eight days after being notified, these will come to its belong as unable.

Article 16th - CONTRACTUAL PENALTIES

1. In case of failure to fulfill the obligations arising from the contract the public contracting can require the contractor, the payment of a penalty with a fixed amount according to seriousness of the failure in the following terms in accordance with nr 3 of article 3rd:
 - a. 8 (eight) days beyond the delivery time in accordance with nr 3 of article 3rd, penalty will be 0,5‰, per each day overdue.
 - b. Between 9 (nine) and 30 (thirty) days beyond the delivery time in accordance with nr 3 of article 3rd, penalty will be plus 1‰, per each day overdue;
 - c. After 31 (thirty one) days beyond the delivery time in accordance with nr 3 of article 3rd, penalty will be plus 1,5‰, per each day overdue.
2. The total amount of penalties cannot exceed 25% of the contractual price without any loss of the contract's resolution.
3. The applied penalty will be deducted on the next invoice and if is not possible a credit note will be issued.
4. As for seriousness of the failure, the public contracting will take into account namely the penalty delay, any recurrence, the degree of accountability of the contractor and the consequences of failure.
5. The public contracting can offset payments due under the contract with due penalties in accordance with this article.
6. The public contracting can claim a compensation by the exceeding damage, despite the foreseen penalties in this article.

Article 17th - FORCE MAJEURE

1. Penalties cannot be imposed to neither the contractor, nor failure of the contractual benefits either borne by parts resulting from force majeure owing to the respective achievement, to the affected party, which could not know, or foreseen at the date of the contract and whose outcome could not avoid.
2. It can also be considered force majeure, if the requirements of the previous number are checked namely, earthquakes, floods, fires, epidemics, sabotage, strikes, international embargoes or blockades, acts of war or terrorism, riots and government mandates or administrative injunctions.
3. It is not considered force majeure the following:

- a. Situations, which do not be force majeure to the contractor's subcontractors in which they step in;
 - b. Strikes, labor disputes limited to the contractor's companies or groups of companies in which they may be integrated as well as to groups of companies of their subcontractors;
 - c. Government deliberations, administratives, or judicial of penalty nature or any other one resulting from failure by the contractor of duties or burdens that concern him;
 - d. Popular manifestations owing to contractor's failure of legal norms;
 - e. Fires or floods from the contractor's facilities whose causes are due to his fault or negligence or failure to comply with safety standards.
 - f. Malfunctions on the contractor's computer or mechanical systems not due to sabotage;
 - g. Events that are or should be covered by insurance;
4. The occurrence of circumstances which may embodied force majeure should be immediately communicated to the other party;
 5. Force majeure defines the extent of deadline in the contractual terms of the verified period resulting from it.

Article 18th - RESOLUTION BY THE PUBLIC CONTRACTING

1. With no loss with other grounds of the contract resolutions provided by law, the public contracting by sanction can settle the contract if the contractor seriously violate any of his obligations.
2. The right of withdrawal referred in the previous number may be possible according to a declaration which is sent to the contractor and does not determine the repeating benefits already performed unless it is determined by the public contracting with no loss of the right to compensation and payment merely by the party of the running contract until the established deadline in nr 3 of the article 3rd of this specification, by the contractor.

Article 19th - RESOLUTION BY THE CONTRACTOR

1. With no loss with other grounds and resolution provided by law, the contractor can settle the contract when certain amount, due to him be in debt for over than 120 (one hundred and twenty) days.
2. As foreseen in this article, the right of withdrawal may be possible according to a declaration which is sent to the public contracting, which starts 30 (thirty) days after its receipt, unless the last party fulfill the overdue obligations over that period, plus interests when this takes place.

3. The contract term according to the previous numbers does not determine the repeating benefits already performed by the contractor, ceasing, however, all its obligations according to the contract, except for those, which are referred in the article 444th of the Portuguese Public Contracts Procurement Law.

Article 20th - GIVING IN THE CONTRACTUAL AND SUBCONTRACTING POSITION

1. The second party cannot give in his contractual position or any other rights and obligations under the contract without a previous permission of the public contracting and in accordance with the Portuguese Public Contracts Procurement Law.
2. For permission of the previous number, the contractor must:
 - a. Submit an application to the public contracting requesting the contractual position, identifying the transferee so as to the reasons and grounds.
 - b. Be presented by the transferee all required documentation from the contractor in this procedure;
 - c. The first party to assess whether the transferee is not in any of the situations referred in article 55th of the Portuguese Public Contracts Procurement Law and whether he is financial and technical qualified to ensure the exact and punctual contract's fulfillment.
3. The second party cannot subcontract under the contract without a previous authorization of the public contracting provided under the Portuguese Public Contracts Procurement Law.

Article 21th - DUTY OF CONFIDENTIALITY

1. The contractor must keep confidential about all information and technical and non-technical, commercial or any other one documentation, concerning the Communications and Information Systems Directorate and Navy activity, which may have knowledge under or relative to the contract.
2. The information and documentation under the duty of confidentiality neither can be passed onto third parties, nor object of any other use or profit but its purpose under the contract.

Article 22th - COMMUNICATIONS AND NOTIFICATIONS

1. With no loss of being agreed, other rules as for notifications and communications between the contract parts, these should be addressed, under Portuguese Public Contracts Procurement Law terms, to each contractual address or headquarters identified in the contract.
2. Any change whatsoever of contact information in the contract must be communicated to the other party, in writing.

3. The parties bound by the mutual duty of cooperation, namely concerning the mutual provision of information for good performance of the contract.

Article 23th - OVERSIGHT

1. Notwithstanding all the rights and duties under this Specification the public contracting has the power oversight according to article 302nd of the Portuguese Public Contracts Procurement Law.
2. The supervisory power shall be done through the competent services of the public contracting.

Article 24th - CONTRACT MANAGER

In accordance with article 96th combined with the article 290th of the Portuguese Public Contracts Procurement Law shall be named a contract manager, with the task of permanently monitoring this contract.

Article 25th - JURISDICTION

For the settlement of all disputes under the contract, namely concerning its interpretation, performance, failure, invalidity or settlement of the contract, it is no other but the Administrative Court Circle of Lisbon liability.

ANNEX A**Further Procedure Information**

Procedure Number	3020025468
Delivery deadline	10 days
Base Price	70.000 € (VAT excluded)
Payment Conditions	60 days

ANNEX B

Functional Requirements Information

1. Goal

The Portuguese Navy (MP) aims to perform an efficient and effective management of Innovation, through a platform that allows the management of ideas, projects and contacts, internal and external (Academy and Industry).

The integration of an innovation management platform will contribute to the creation of communities specialized in certain areas. It will start, as well, an implementation of a Innovation and Ideas culture that will spread to the entire Navy.

The coordination of processes related to research, development, experimentation, innovation and financial issues, with the active research and the development and implementation of ideas, suggests that must be adopted a solution which allows to connects all these topics and which has the possibility to synchronize with the productivity tools used by the Portuguese Navy..

2. General Requirements

2.1. The bidder must:

2.1.1. Have the technical capability to perform this installation and must be a specialist in Innovation Management and experienced platform software provider, with strong and consulting offerings across the different stages of the innovation process.

2.1.2. Guarantee the delivery of the latest “state of the art” Innovation Management Platform.

2.1.3. Appoint at least one point of contact person within his organization, who will be responsible for the technical support needed. If the person is substitute or is unavailable for more than one week, Portuguese Navy must be informed with a reasonable ahead of time.

2.1.4. Provide software availability with 99,5% uptime guarantee: 24x7x365.

2.1.5. Provide all the system’s user and administrator manuals.

2.1.6. Conduct all the software configurations, training, set up and knowledge transfer.

2.1.7. Conduct an User Acceptance Testing. An User Acceptance Testing report must be provided, signed by both parties.

2.2. The invoices must be issued and sent to the Portuguese Navy after the completion of User Acceptance Testing, not later than 05 December 2020.

3. General Requirements

3.1. The bidder must deliver an Innovation Management Platform where is possible to:

3.1.1. Have a fully customisable microsite aligned with Navy’s branding guidelines.

3.1.2. Allow Changes, with page editor, to the design and layout without the need for coding experience.

3.1.3. Integration with external data sources or applications, such as Microsoft Teams, SharePoint.

3.1.4. Create and manage challenges, surveys, pools and events.

3.1.5. Run internal and external campaigns around new challenges to foster new ideas, conversations, reviews and expert recommendation.

- 3.1.6. Allow different roles when interacting with the portal, such as: to manage and monitor all the activity; to submit ideas, vote, comment, and develop ideas; to be a moderator; to review and approve ideas; to assess legal issues related to award of rewards and any intellectual property matters; to create reports and perform trend analysis; and a role for leaders.
- 3.1.7. Capture, quantify and qualify Ideas.
- 3.1.8. Search specific Ideas, category of ideas or users.
- 3.1.9. Add comments and notes to ideas.
- 3.1.10. Mark or tag ideas by categories.
- 3.1.11. Vote, evaluate, assess, shortlist and discard or approve ideas.
- 3.1.12. Configure and design different development paths to different ideas.
- 3.1.13. Define quantitative and qualitative metrics, attribute task ownership, and project deadlines.
- 3.1.14. Gamification of user's participation, defining points, badges and prizes for every action or for a cumulative taken.
- 3.1.15. Establish automated workflows to route relevant ideas to relevant subject matter experts.
- 3.1.16. Create workflows and rule engines to allow automation of tasks, notifications, reminders.
- 3.1.17. Send notifications so people stay engaged, know what is going on and take action when they are called upon.
- 3.1.18. Allow real time reporting of all custom and standard fields within the platform.
- 3.1.19. Produce reports in data format or in visual format with graphs such as pie charts, sunburst charts, bottleneck graphs, etc.
- 3.1.20. Export all data in CSV, Word, Excel, PDF, etc.
- 3.1.21. Have consolidated dashboard providing an overview of the entire innovation portfolio.
- 3.1.22. Have measurement and tracking of the portfolio performance, allowing to track projects according to deadlines, deliverables, and outcomes.
- 3.1.23. Allow innovation performance diagnostics to help identifying causes for performance levels and analyse life cycle of projects permitting to trace and diagnose projects bottlenecks:

4. Compliance Requirements

- 4.1. The web portal must be capable of running at least with IE, Google Chrome, Mozilla Firefox and Safari.
- 4.2. The web portal must be responsive.
- 4.3. The web portal must be coherent with the Portuguese Navy web style in place.
- 4.4. For user authentication and single sign on, the bidder must be able to synchronize the user information with Navy's Azure Active Directory, using only the following attributes:
 - 4.4.1. User ID, unique number that identifies the user.
 - 4.4.2. User Display name.
 - 4.4.3. User email.
- 4.5. The Innovation Management Platform (notifications, calendar, data, charts, people ideas, suggestions, conversations, documents and web parts) must be compatible with Microsoft Office365 productivity tools, such as Outlook, Teams, SharePoint online, Project, Yammer, Power BI.
- 4.6. For Information Life-Cycle purposes, the information collected, created, or generated, in the Innovation Management Platform, must be possible of being exported to the organization repositories.
- 4.7. The data collected and the metadata generated must be possible of being exported to the organization repositories.

- 4.8. The Innovation Management Platform must have embedded measures that ensure information assurance (confidentiality, integrity, availability, non-repudiation, and authentication).
- 4.9. The Innovation Management Platform must be able to set up internal information management workflow rules that could reflect Portuguese Navy information management life-cycle (collection, creation or generation; organization and classification - in this step implies metadata - in order to ensure pull and push principles; retrieval, use, accessibility and transmission; storage and protection; and disposition).
- 4.10. The Innovation Management Platform must have a Metadata repository associated and allow to manually, or automatically, enter the Metadata.
- 4.11. The Innovation Management Platform must be able of create data lineage information.
- 4.12. The Innovation Management Platform must have an e-discovery functionality.

5. Compliance Requirements

- 5.1. Comply with National Digital Interoperability Regulation (RNID), established under the terms of article 5 of Law No. 36/2011 of 21 June, and approved through the Resolution of the Council of Ministers No. 91/2012 of 8 November, amended by the Resolution of the Council of Ministers No. 2/2018 of 5 January, in the wording given by Decree-Law No. 83/2018, namely regarding the amendment to Table III “Web interface technologies, including accessibility , ergonomics, compatibility and integration of services ”.
- 5.2. Comply with Decree-Law No. 83/2018 of 19 October, which transposes the Directive (EU) 2016/2102 of the European Parliament and of the Council of 2 December 2016 into the internal legal system, regarding Accessibility of websites and mobile applications of public sector bodies, namely the W3C WCAG 2.1 “AA” compliance level, which is equivalent to the harmonized European standard EN 301 549.
- 5.3. Comply with Usability and Accessibility Seal requirements and respective affixing of official seal, according to the parameters defined on the website <https://selo.usabilidade.gov.pt/>, that must guarantee, together with the Declaration of Accessibility and Usability, to the minimum level Bronze Seal (<https://selo.usabilidade.gov.pt/bronze.html>).
- 5.4. Comply with the Accessibility, Usability and User Experience best practices listed in <http://www.acessibilidade.gov.pt/>, <https://usabilidade.gov.pt/menu-interior> and <https://selo.usabilidade.gov.pt/bronze.html> websites.
- 5.5. General Data Protection Regulation (GDPR)
 - 5.5.1. Law No. 58/2019 of 8 august.
 - 5.5.2. Law No. 59/2019 of 8 august.
 - 5.5.3. Resolution of the Council of Ministers No. 41/2018 of 5 march.
 - 5.5.4. National Digital Interoperability Regulation (RNID) approved through the Resolution of the Council of Ministers No. 91/2012 of 8 November.
- 5.6. ISO Standards
 - 5.6.1. ISO/IEC 27001 Information technology – Security techniques – Information security management systems – Requirements.
 - 5.6.2. ISO/IEC 27002 Information technology – Security techniques – Code of practice for information security controls.
 - 5.6.3. ISO/IEC 27701 Security techniques – Extension to ISO/IEC 27001 and ISO/IEC 27002 for privacy information management – Requirements and guidelines.

Head of Division