MINISTRY OF DEFENSE

Marinha

Direção de Abastecimento

TENDER SPECIFICATIONS

NPD: 3022007221 – Procurement Spare

Procedure: DIRECT AWARD

Annexes:

A – Additional Information
B – Technical Specification

Approval Order:

I approve under the delegated authority by the Supply Director Dispatch no. 3837/2022, published in the Official Gazette 2nd Series no. 65, on april 1, 2022, combined with articles 36th, 38th and 40 th of the Public Procurement Code.

The Head of Procurement Division,

Assinado de forma digital por Bruno Alexandre Vilhena Lúcio
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Dados: 2022.05.05 09:22:34 +01'00'

Bruno Alexandre Vilhena Lúcio
Lt Cdr

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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 – Superintendence of Material Services – Supply Directorate, hereby designated by public contracting.

Article 2nd - CONTRACT

1. The contract consists of the respective contractual clauses and its attachments, if the contract is to be written.

2. This will consider the following aspects:

    a. Error supplies and omissions within the specifications, which is identified by the competitors, if expressly accepted by the authority for decision to contract.

    b. Clarifications and corrections relating to contract documents;

    c. The specifications and its annexes;

    d. The awarded proposal;

    e. Clarifications about the awarded proposal provided by the contractor.

3. In case of doubt or divergence between the abovementioned documents, documents shall prevail in the order indicated in the preceding paragraph.

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 shall cease when all benefits are paid off.

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 the Operational and Technical Division of the Supply Direction at Base Naval de Lisboa, 2810-001 Alfeite.

2. The contractor undertakes to provide simultaneously with the delivery of the goods covered by the contract the following:

    a. All documentation which is required for the proper and full use;

b. Technical conformity certificates issued by the manufacturer or a certificate of conformity issued by the contractor.

3. The failure in point 2, will lead to the rejection of the material;

4. All expenses and costs of the transport of the goods covered by the contract for delivery location are the accountability of the contractor.

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.

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 abovementioned price cannot in any case, exceed the maximum total amount, which is stated in annex A to these specifications (excluding VAT at legal rate) which is considered as a parameter based upon the contract price in all lots.

4. If the procedure consists of lots, the basic price for each lot defined which is defined in annex A shall be respected and may not in any case whatsoever be exceeded.

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. Due to the specific characteristics of the contract and the payment conditions of the contractor, there may be a price advance provided, that it is less than 30% contractual price and a guarantee bail of an equal or greater value is provided, in compliance with the provisions of paragraph 1 of article 292 of the Public Procurement Code.

4. 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.

5. Provided that properly issued as set forth in paragraph 1 of this article, the invoices shall be paid by wire transfer.

6. The contractor cannot carry out the transmissions of claims under factoring contracts or even carry out the assignment of credits without the authorization from the public contracting.

7. There will be no payments before obtaining the Declaration of Conformity or Concession Court's visa when applicable.

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 the issuance of the documents referred in point 5 of the previous article when applicable.

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 derive 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 and the prior surveillance procedure by the Court, if applicable;

4. Obligation to keep the first party up-to-date of contributions towards both Social Security and Finance, 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, including compliance with the sample presented in the procedure, if applicable and set out in annex B to this Specification Which makes it part.

2. The object of the contract goods must be delivered in perfect conditions and to be used for the purposes for which they are intended, they must also be suitable to use commonly given to goods of the same type and also having the usual qualities and performance in the goods which the contracting authority can reasonably expect, as for the nature of the goods, and, eventually to public statements on the specific characteristics made by the manufacturer or his delegate, namely in advertising or labeling.

3. The contractor shall be liable to the public contracting for any discrepancy in the goods covered by the contract existing at the time when the goods are delivered to him.

Article 10th - INSPECTION OF THE GOODS

1. When goods are delivered, the public contracting either by himself or through a third party appointed by him 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 to this contract and the awarded tender as well as other requirements requested by him.

2. The qualitative inspection, which is referred in the preceding paragraph, shall be applied to the supplied goods, being accomplished through tests set out in annex B to this contract by technical experts from the public contracting to check features, specifications and qualitative requirements.

3. 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.

4. 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 11th - 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 12th - 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. National Number Supply (NNA/NSN);

    d. Address;

    e. IBAN and SWIFT code;

f. Email;

g. NIPC or VAT Number;

2. Each article should have the indication of the respective National Number Supply (NNA).

3. Invoices must be sent to the public contracting within a maximum of five working days after the respective receipt signature, in accordance with VAT articles 7th and 36th.

4. The owed amounts by the public contracting, in accordance with the preceding articles shall be paid within sixty days after receipt the respective Invoices by the public contracting Which can only be issued after the respective obligations has expired.

5. For purposes of the previous number, the obligation is deemed to have expired with the signature of the respective receipt.

6. 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.

7. When duly issued as set forth in in 1 of this article, Invoices are paid by wire transfer.

Article 13th - ACCEPTANCE OF GOODS

1. If inspections referred in article 8 (eight) 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 and the risk of damage or decease of them, without any loss of technical guarantee applied to the contractor.

Article 14th – SUPPLIES REJECTION

1. The rejected goods are considered non 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 15th – BAIL EXECUTION

1. The guarantee bail under the obligations of the contract can be performed by the public contracting without the need for a prior judicial or arbitral decision, to satisfy any late payment, imperfect performance, ultimate failure of legal contractual obligations by the

contractor, including the payment of penalties or even any other specifically foreseen effects, both in the contract and law.

2. The solution of the contract by the public contracting does not prevent the bail execution, provided there is a groundwork.

3. The partial or total bail execution referred in the previous numbers requires the contractor to restore the existing value of the same performance within 10 (tem) days after the notification of the public contracting for that purpose.

4. The bail, which is referred in the previous numbers, is released in accordance with the article 295th of the Public Procurement Code.

Article 16th – FORCE MAJEURE

1. Penalties can 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. 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;

   c. Popular manifestations owing to contractor's failure of legal norms;

   d. Malfunctions on the contractor's computer or mechanical systems not due to sabotage;

   e. 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 17th – 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 18th – 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 Public Procurement Code.

Article 19th – 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 contracting authority and in accordance with the Public Procurement Code.

2. For permission of the previous number, the contractor must:

   a. Submit an application to the contracting authority 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 Public Procurement Code and whether he is financial and technical ability 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 Public Procurement Code.

Article 20th – 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 Supply 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 21st - 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 Public Procurement Code 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 22nd – OVERSIGHT

1. Notwithstanding all the rights and duties under this Specification the public contracting has the power according to article 302nd of the Public Procurement Code.

2. The supervisory power shall be done through the competent services of the public contracting.

Article 23th – CONTRACT MANAGER

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

Article 24th – 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.

Article 25th – LIQUIDATED DAMAGES

Irrespective of what may be stated elsewhere in this Agreement or any of its related documents, the following rules shall apply: If, due to any inexcusable delay or one not attributable to Contracting Authority, any Supply is not ready for delivery within 28 days after the date agreed for that purpose, the First party shall only be entitled to liquidated damages for each month´s delay after the end of the grace period of 28 days, a sum equivalent to 0.8% of the price the delayed item, up to a maximum of 5% of the delayed item.

Article 26th – LIABILITY

1. The Contractor shall not be liable for any consequential financial losses, whether direct or indirect, unless explicitly agreed otherwise under this contract.
2. The Contractors overall liability under or in connection with the contract shall be limited to 20% of the contract price.
3. The limits of liability stipulated in sub-clauses 26.1 and 26.2 above shall not apply.
    a. In case of gross negligence, fraud, deliberate default or reckless misconduct by the defaulting party; and

b. In case of negligent or deliberate acts or omissions by the defaulting party causing bodily injury, sickness, disease or dealth of any person.

Article 27th – Technical Warranty

1. The Contractor warrants that for 12 months from the date of delivery, should any defect, problems that may arise in part or all of the supply, originating from faulty materials or faulty workmanship employed by the Contractor or by any of its suppliers or subcontractors, it shall remedy such defect by repair or replacement, at its discretion, following the return of the faulty materials.
2. The Contractor is not responsible in any of the following circumstances:
   a. If the Supplies concerned have not been operated, maintained, transported or stored in accordance with the Contractors manuals, documentation or written recommendations;
   b. If the relevant details of the faulty Supply (or the faulty part thereof) have not been properly recorded at the right time in the relevant log book, and/or they are not given to the Contractor when requested;
   c. If the faulty Supply (or faulty part thereof) has not been stored, repaired or altered in accordance with the Contractors written instructions;
   d. If the Supplies in question have been subjected to abnormal conditions or misuse, or have previously suffered an accident;
   e. If any component supplied by the Contractor has been replaced, repaired or in other ways been affected by another component not supplied by the Contractor or by the Contracting Authorities or a third party's actions.
   f. Reasonable wear and tear.

3. It is expressly understood that a component shall not be considered faulty simply because its useful life or time between repairs has been shortened by an order or on the recommendation of the proven competent authority.

4. The Contractor shall not be liable to the Contracting Authority for any direct or indirect damage, expenses or costs, allegedly or demonstrably incurred regardless of the cause, by loss, or loss of use, of any of the supplies or their components.

ANNEX A

Further Information

Procedure Number	3022007221
Contratual deadline	until November 30
Base Price	37 559,00 € (VAT excluded)
Payment Conditions	60 days

ANNEX B

Contract's aim – Procurement of spare

LOT	RC	NNA/NSN[1]	ARTICLE/DESCRIPTION	UF[2]	QT	REF/ET[3]	BASE PRICE WITHOUT VAT
1	310351175	5365MD0434476	ESPACADOR DE FORMA ESPECIAL	EA	3	K1.4558-30-02-00.00-01	714,00 €
2	310400811	5340MD0374067	CASQUILHO	EA	46	HDWN33054-2-F12X18-1.4436	2 300,00 €
3	310400812	5330MD0432162	TIRA EM BORRACHA	EA	4	F1.1629-37-01-00.00-02	96,00 €
4	310400813	5310MD0432222	ANILHA PLANA	EA	8	F1.1629-37-01-00.00-19	1 072,00 €
5	310400856	5330123969624	ANEL DE VEDACAO (TIPO EMPANQUE)	EA	8	1217435	688,00 €
6	310409300	5330124046122	JUNTA DE VEDACAO	EA	1	8556377	720,00 €
7	310409304	5330123908727	JUNTA DE VEDACAO	EA	1	8556393	122,00 €
8	310409305	6116MD0402046	AMORTECEDOR E SILENCIADOR DE FLUIDO	EA	1	8556369	3 375,00 €
9	310415143	5330123901249	JUNTA DE VEDACAO	EA	15	F67153	330,00 €
10	310416277	4820124045216	VALVULA DE SEGURANCA	EA	1	H09620	265,00 €
11	310416499	5342123756657	ANODO ANTI-CORROSAO	EA	13	HDWN63990-120-Z 850555	1 625,00 €
12	310417020	5342123756646	ANODO ANTI-CORROSAO	EA	1	HDWN63990-T120-Z 1181292	170,00 €
13	310420482	4720123899858	MANGUEIRA NAO METALICA FLEXIVEL	EA	2	1391833	178,00 €
14	310420497	4720123899856	MANGUEIRA NAO METALICA FLEXIVEL	EA	4	1046349	176,00 €
15	310420498	4720123899841	MANGUEIRA NAO METALICA FLEXIVEL	EA	2	1170648	114,00 €
16	310420505	4730124045471	T DE ACOPLAMENTO DE MANGUEIRAS	EA	4	1046401	200,00 €

[1] NNA/NSN – National Number Supply / NATO Stock Number;
[2] UF – Supply Unit;
[3] REF/ET – Reference/ Technical Specification.

17	310420509	4720MD0361527	TUBO FLEXIVEL	EA	3	1391835	459,00 €
18	310421427	5340MD0448839	ESFERA DE TRAVAMENTO DA CALHA DESLIZANTE	EA	1	G33205	789,00 €
19	310426868	3110MD0359532	ROLETE	EA	56	H1.7331-00-54-06.00-00	5 264,00 €
20	310426874	5310124041273	ANILHA PLANA	EA	4	F1.7331-00-04-00.07-00	268,00 €
21	310442361	5310375225429	PORCA SEXTAVADA PLANA M12	EA	60	42527 ISO4032-M12-1.4436K-80	108,00 €
22	310447150	5895MD0437315	MODULO DE CONTROLO A1.2	EA	2	1586960	2 566,00 €
23	310448440	5895MD0437314	MODULO DE CONTROLO A1.1	EA	2	H65091	2 566,00 €
24	310452925	2040MD0402449	ROLDANA	EA	8	F1.1694-37-02-10.00-20	2 704,00 €
25	310453813	5355124058203	BASE DE APERTO	EA	30	F1.7333-00-30-00.00-90	10 020,00 €
26	310459886	5330123772902	JUNTA DE VEDACAO	EA	20	1124035 29.8454-11-12-00.00-10	670,00 €
						TOTAL BASE WITHOUT VAT	**37 559,00 €**

TECHNICAL/REQUIREMENTS INFORMATION

1. STANDARD SAMPLE QUERY

Non-applicable.

2. DELIVERY OF THE ANALYSIS REPORT

Non-applicable.

3. DELIVERY OF TECHNICAL DATA SHEETS

Yes, but only for articles entered in the proposal that consider a different part number from that set out in this Annex B (by technical evolution/other).

4. SAMPLE DELIVERY

Non-applicable.

5. GOODS DELIVERY

DIREÇÃO DE ABASTECIMENTO
DIVISÃO OPERACIONAL E TÉCNICA
BASE NAVAL DE LISBOA – ALFEITE, 2810-001, ALMADA, PORTUGAL

6. PHOTO RECORD

Non-applicable.

7. OTHER REQUIREMENTS

Non-applicable.