

INTERNATIONAL PUBLIC TENDER

No. 5 / 2014

Procurement of an oceanic research vessel

TENDER PROGRAMME

Lisbon, November 2014

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TENDER PROGRAMME

Contents

- Clause 1 — **Object of the invitation to tender**
- Clause 2 — **Contracting Authority**
- Clause 3 — **Authority/Entity which decided to procure**
- Clause 4 — **Electronic Portal**
- Clause 5 — **Documents forming the Public Tender**
- Clause 6 — **Time frame**
- Clause 7 — **Delivery date and commissioning**
- Clause 8 — **Base price**
- Clause 9 — **Abnormally low Tenders**
- Clause 10 — **Jury**
- Clause 11 — **Competent entity for clarifications**
- Clause 12 — **Procedural Workings**
- Clause 13 — **Competency**
- Clause 14 — **Legal nature of the bidders**
- Clause 15 — **Legal form of the awarded group**
- Clause 16 — **Consultation and acquisition of process documents**
- Clause 17 — **Deadline for submitting the proposals**
- Clause 18 — **Number of Proposals**
- Clause 19 — **Structure of the proposal (bid)**
- Clause 20 — **Method for submitting the proposals**
- Clause 21 — **Validity period of the proposals**
- Clause 22 — **Clarifications concerning the documents of the proceedings**
- Clause 23 — **Errors and omissions in the Contract Specifications**
- Clause 24 — **Withdrawal of the proposal**
- Clause 25 — **Opening of the proposals**
- Clause 26 — **Inspection and Follow-up**
- Clause 27 — **Appraisal Inspection**
- Clause 28 — **Award criterion**
- Clause 29 — **Exclusion of proposals**
- Clause 30 — **Preliminary report**
- Clause 31 — **Preliminary hearing**
- Clause 32 — **Final report**
- Clause 33 — **Awarding of the contract**
- Clause 34 — **Non awarding of the contract**
- Clause 35 — **Annulment of the award**
- Clause 36 — **Qualification documents**

Clause 37 — **Guarantee for proper and punctual compliance**

Clause 38 — **Draft of the contract**

Clause 39 — **Draft contract complaints**

Clause 40 — **Signing of the contract**

Clause 41 — **Proof of declarations**

Clause 42 — **False documents and declarations**

Clause 43 — **Competent forum**

Clause 44 — **Applicable legislation**

ANNEXES

- Annex I - **Price proposal template**
- Annex II - **Bank Guarantee/Insurance Bond Template**
- Annex III - **Award Criterion**

Clause 1

Object of the invitation to tender

The object of the present International Public Tender consists of the "Procurement of an oceanic research vessel", in accordance with the Contract Specifications and the annexed Technical Specification (henceforth referred to as ET).

Clause 2

Contracting Authority/Entity

1. The Instituto Português do Mar e da Atmosfera, I.P. (*Portuguese Sea and Atmosphere Institute*), henceforth referred to as IPMA.
2. Communications between the interested parties within the scope of the present Public Tender published in the JOUE (*OJEU*) should be addressed as follows:

Address: Rua C - Aeroporto de Lisboa, 1749-077 Lisboa - Portugal

Email address: research.vessel@ipma.pt

Telephone: (+351) 218 447 000

Fax: (+351) 218 402 370

Internet Site: www.ipma.pt

Clause 3

Authority/Entity which decided to procure

The decision to procure was taken by the Minister for Agriculture and the Sea, by means of delegation of power from the Council of Ministers (*the Cabinet*), through Resolution no. 58/2014, October 9.

Clause 4

Electronic Portal

The present International Public Tender will run on the electronic procurement portal, with the following email address: <http://www.anogov.com>.

Clause 5

Documents forming the Public Tender

1. The process concerning the present International Public Tender comprises the following documents:
 - a. Tender Programme and respective annexes;
 - b. Contract Specifications and respective annexes;
 - c. Clarifications supplied within the terms defined in Clause 22.
2. The Tender Programme includes the following annexes:
 - a. Annex I – Template of price proposal;
 - b. Annex II – Template of bank guarantee / insurance bond;
 - c. Annex III – Award Criterion.

Clause 6

Time frame

The time frames established in the present programme are those stipulated within the terms of Article 470 of the Código dos Contratos Públicos (CCP) (*Public Contracts Code*), approved by Decree-Law no. 18/2008, of January 29, with the alterations introduced by Decree-Law no. 278/2009, of October 2, and by Decree-Law no. 149/2012, of July 12.

Clause 7

Delivery date and commissioning

The maximum delivery delay, concerning those elements referred to in the ET, annexed to the Contract Specifications, is 45 (forty-five) consecutive days, counting from the date when the contract comes into force.

Clause 8

Base price

The base price of the present proceedings is € 7,870,000.00 (seven million, eight hundred and seventy thousand Euros), to which Value Added Tax (VAT) is accrued at the legal rate in force.

Clause 9

Abnormally low Tenders

1. The price on a proposal is considered abnormally low when it is equal or inferior to 50% of the base price indicated in the tender programme.
2. If a proposal displays an abnormally low price, that which is stipulated in article 71 of the CCP is applied.

Clause 10

Jury

The present proceedings are conducted by a jury of three permanent members and two substitute members, appointed by the Minister for Agriculture and the Sea, by means of delegation of power from the Council of Ministers, in accordance with resolution no. 58 of October 9, 2014.

Clause 11

Competent entity for clarifications

1. The competent entity for providing clarifications is the jury of the proceedings.
2. Any request for clarification should be addressed to the jury of the proceedings and carried out in accordance with no. 1 of Clause 22.
3. Clarifications should be provided by the jury, by means of the electronic portal, in accordance with no. 2 of Clause 22.

Clause 12

Procedural Workings

1. The jury will take up office the day after the forwarding for publication of the announcement of the Public Tender in *Diário da República (Official Gazette)* and in the Official Journal of the European Union (OJEU).
2. The jury is only considered competent when the number of members present corresponds to the number of permanent members.
3. Jury deliberations must always be founded and taken by means of a majority vote, abstention is non-admissible.

4. Whenever deemed convenient, the jury may request the IPMA General Council to nominate experts or consultants to support them in their duties, the same being authorised to participate in their meetings, albeit without voting rights.

Clause 13

Competency

1. The jury of the proceedings has competency to:
 - a. Provide those clarifications necessary to the correct understanding and interpretation of the documents of the proceedings;
 - b. Amend the documents of the proceedings;
 - c. Assess and evaluate the proposals;
 - d. Draft the analysis reports of the proposals;
 - e. Implement a preliminary hearing of the interested parties;
 - f. Draft the awarding proposal.
2. The jury may request the bidders for any clarifications concerning the proposals submitted, which they may deem necessary for their analysis and evaluation, namely regarding the technical and operational characteristics of the proposed vessel, the warranty certificates provided and the warranty conditions of the equipment. The bidder should provide adequate replies to the jury's requests, within the delay stipulated by the jury, at the risk of being penalised in the assessment.

Clause 14

Legal nature of the bidders

1. Those entities which find themselves in any situation foreseen in article 55 of the CCP will be excluded from the tender.
2. Proposals submitted by independent companies or groups of companies will be accepted.
3. All the members of a bidding group are jointly responsible, before the contracting entity, for maintaining the proposal.
4. Any alteration to the composition of a bidding group will have to be authorised by the contracting entity, by means of a written request, signed by all the members, including the resigning member and the replacement, should this be the case.

5. Should any of the parties cease to be part of the bidding group, its quota of responsibility will be transferred, in its entirety, to the remaining parties.
6. The groups of companies which, at the date of the presentation of their candidacy, are already legally established in the form of an External Consortium, under the framework of joint liability, will submit their candidacy with a document proving the said legal establishment.

Clause 15

Legal form of the awarded group

Should the bid be awarded to a group of companies, all members of the bidding group, and only them, should be legally associated, before formalising the contract, within the legal terms of an External Consortium under the framework of joint liability.

Clause 16

Consultation and acquisition of process documents

1. The Tender Programme and the Contract Specifications will be made available by IPMA I.P. in digital form, on the electronic portal referred to in Clause 4.
2. Without prejudicing that stated in the previous number, the tender documents are available for consultation by interested parties at the address indicated in no. 2 of Clause 2, on weekdays, from 9H30 to 12H30 and from 14H30 to 17H30, from the day the announcement is published in Diário da República (*Official Gazette*) and in the OJEU until the deadline for presentation of proposals.
3. The tender documents will also be available online, in Portuguese and English, at a subsidiary portal of the official IPMA, I.P. portal. On the same portal, both the replies to frequently asked questions and all the instructions considered relevant for the candidacy to the tender in question, are listed.

Clause 17

Deadline for submitting the proposals

The deadline for submitting the proposals is 48 (forty-eight) consecutive days, counting from the date of the forwarding of the announcement of the present proceedings.

Clause 18

Number of Proposals

Up to a maximum of three alternative proposals, from a Bidder, will be considered as long as they provenly satisfy or supersede the technical and specific conditions of the ET annexed to the Contract Specifications and comply with all contractual demands.

Clause 19

Structure of the proposal (bid)

1. The proposal should be prepared in accordance with that stipulated in article 57 of the CCP, having to include those documents specified in 2, under risk of exclusion, within the terms of no. 2 of article 146 of the CCP.
2. Submission of the proposal implies the attachment of the following documents, which form the proposal, on the electronic portal used by IPMA:
 - a. Price proposal (bid), drafted in compliance with the template included in Annex I of this Tender Programme;
 - b. Itemised list of the asset proposed as well as its subsystems, including a description of the technical characteristics of the vessel's equipment, as well as the scheduled maintenance of its main systems and subsystems;
 - c. Bidder's declaration of acceptance of the contents of the Contract Specifications, drafted in compliance with the template included in Annex I of the CCP;
 - d. Declaration of Class or Class Maintenance Certificate issued by the Classification Society;
 - e. Bidder's declaration that the vessel is not blacklisted in any country or by any international organisation;
 - f. Written pledge by the bidder that the vessel, at the time of delivery, is free of any charges, mortgages, maritime liens or any other debts and is not subject to any maritime or administrative detention;
 - g. Other documentation that the Bidder may consider convenient to submit;
3. Any other documents that the bidder submits are considered an integral part of the bid, in as much as the same considers them indispensable for that stipulated in the final part of paragraph b. of no. 1 of article 57 of the CCP.
4. The declaration referred to in paragraph b. of no 2 must be signed by the bidder or by his legal representative with powers to that effect.

5. When the proposal is submitted by a group of bidders, the declaration referred to in paragraph b. of no. 2 should be signed by the common representative of all the members, in which case the respective empowering documents should be annexed to the declaration by each of the members or, in the absence of a common representative, should be signed by all its members or respective legal representatives.
6. The prices proposed should not include VAT, the proposal having to state that the said tax accrues to the prices indicated, so that, in the absence of that statement, it is understood that the prices indicated do not include VAT.
7. Those proposals whose scope of supply and product configuration are not clearly defined will be excluded from the present tender.
8. The proposals submitted should include the totality of the object of the tender.
9. All documents should comply with their legal validity, and be submitted as original documents or notarised copies issued by the competent entities.
10. In the event that the bidder is represented by a third party acting as appointed agent or proxy to, in its name and representation, submit and subscribe the proposal, should furthermore prepare its proposal with the empowering document, legally certified, where it empowers that party to, in its name and representation:
 - a. Digitally sign all the documents included in the proposal, assuming full responsibility for all the declarations which he may make in the name of the bidder within the scope of the present Tender;
 - b. Register on the electronic portal used by IPMA and where the proposal is to be submitted;
 - c. Receive and reply to all the notifications and communications that, within the scope of the present Tender, are addressed to the bidder by IPMA or by the jury of the Tender, namely those concerning the supply of clarifications and the exercise of the right to a preliminary hearing;
 - d. Receive and reply to all the notifications and communications that may prove necessary to the fulfilment of the deadlines and norms stipulated in the CCP, in case the contract is awarded to the competing bidder.

11. The proposal should be organised in chapters as indicated below:

Chapter I - PRICES

Itemise all costs to be borne by the Contracting Authority:

- a. Table of proposed prices, displayed in Euros, which should not include VAT, duly itemised in accordance with that requested in the Contract Specifications for:
 - i Vessel;
 - ii Certifications
 - iii Proof of Acceptance;
 - iv Training

Chapter II - EXPIRY DATE OF PROPOSAL

The expiry date of the proposal should be in accordance with Clause 21 of the Tender Programme.

Chapter III - DELIVERY DATE AND CALENDAR FOR INSTALLATION OF EQUIPMENT

Delivery date of the vessel should be expressly indicated by the Bidders.

Chapter IV - POINT BY POINT REPLY TO CONFORMITY WITH TECHNICAL SPECIFICATION (Conformity Table)

Point by point detailed reply to all the technical specifications of the ET, annexed to the Contract Specifications, including, whenever applicable, a record of the performance and conditions in which they were obtained.

Chapter V - CONFIGURATION AND SYSTEM PROPOSED

Description of the way the configuration proposed could be adapted in order to resolve the needs stipulated in the Technical Specifications. The performance data of the various vessel components should be displayed.

Chapter VI - TESTS AND DEMONSTRATIONS

Plan of port and sea trial tests in order to confirm the performance data proposed.

Chapter VII - Training

Training plan for the crew on land and at sea in order to provide all necessary knowledge for the operation and maintenance of the vessel.

Chapter VIII - MISCELLANEOUS

Supply of the documentation concerning the:

- (1) General arrangement plan of the vessel;
- (2) General drawings of the vessel;
- (3) Drawings of the electric and distribution system;
- (4) Drawings of the hydraulic and pneumatic systems;
- (5) Safety plan;
- (6) Tanks capacity plan;
- (7) Drawing of the fuel system;
- (8) Variable water ballast system;
- (9) Sounding system;
- (10) Drawing of tank ventilation and filling system;
- (11) Stability plan;
- (12) Docking plan;
- (13) Operation and equipment maintenance manuals;
- (14) Equipment calibration certificates (when applicable);
- (15) Load lines certificate in accordance with international regulations; (16) Outfitting list;
- (17) Vessel inventory (equipment, tools, furniture, etc.);
- (18) Certificates issued by the Classification Entity, namely: for the hull and machinery; for the anchor and mooring line, for the anchor loops, etc.; for the cranes and power equipment; for the fire fighting system; for the winches and hoists;
- (19) Documents confirming operation and maintenance costs of the vessel;
- (20) Other documentation deemed pertinent by the bidder in order to facilitate the appraisal of the proposal.

Clause 20

Method for submitting the proposals

1. The proposals together with all the documents must be submitted by means of the electronic portal made available for that effect, referred to in Clause 4 of the present Tender Programme, so that the associated electronic procedures guarantee the advanced electronic signature of all the documents.
2. The documents forming the proposal must be submitted in the appropriate format (“pdf”, “dwf”, “doc”, “docx”, “xls”, “xlsx”, “ppt” and “pptx”) and be inserted in the respective fields of the electronic portal.
3. Reception of the proposals will be registered with reference to the date and time, the bidders being issued an electronic receipt proving the said reception.
4. The proposals and all attached documents must be drafted in Portuguese. However, it is accepted that catalogues and technical documentation which, taking into account the contract to be signed, contain the attributes of the proposal, in accordance with that which the bidder is signing the contract, are submitted in English, the same being applied to the designation of components, spare parts and tools.
5. In the case of a group, the documents jointly submitted must be signed by the representatives of all the entities of the group, by means of the people empowered for the same, or by the common representative of all the member entities of the group, in which case the respective empowering documents should be annexed to the declaration by each of the members.

Clause 21

Validity period of the proposals

The mandatory validity period of the proposals is 180 (one hundred and eighty) days, counting from the deadline for their submission, this delay being considered extended for equal periods if the Bidder does not request otherwise.

Clause 22

Clarifications concerning the documents of the proceedings

1. The clarifications necessary to the correct understanding and interpretation of the documents of the Public Tender must be requested by the interested party, by means of

the electronic portal, within the first 16 days of the delay established for the submission of the proposals.

2. The clarifications foreseen in the previous number will be supplied, on the electronic portal, by the jury of the tender, up to the 32 day of the delay established for the submission of the proposals.
3. The clarifications referred to in the previous numbers will be supplied on the electronic portal used by IPMA and added to the documents of the tender which are offered for consultation, being an integral part of these and prevailing over these in case of disagreement, all the interested parties that have acquired the same are immediately notified of this fact.
4. When the clarifications supplied concerning the documents of the tender are provided beyond the date established for that effect, the deadline stipulated for submission of the proposals will be extended, at least, for an equivalent period of time as the delay that occurred.

Clause 23

Errors and omissions in the Contract Specifications

1. Up to five sixths of the deadline stipulated for the submission of the proposals, the bidders must submit to IPMA I.P., by means of the electronic portal, a list of, in *pdf* format, errors and/or omissions eventually detected in the Contract Specifications concerning:
 - a. Aspects or data that prove not to comply with reality;
 - b. Type or quantity of services strictly necessary to the absolute fulfilment of the contract to be signed;
 - c. Technical conditions for the implementation of the contract to be signed that the bidder considers unattainable.
2. Additionally, with the necessary changes, that stipulated in numbers 3 to 7 of article 61 of the CCP, it will be applied.
3. The lists with the eventual identification of errors and omissions detected, as well as the decision foreseen in no. 5 of article 61 of the CCP, will be made available on the electronic portal, and will become part of the tender.
4. Whenever the acceptance of errors or omissions in the Contract Specifications implies alterations to fundamental aspects of the documents of the tender, the deadline stipulated for submission of the proposals will be extended, at least, for an equivalent period of the

time elapsed from the beginning of that delay until the communication of the rectifications or the publishing of the decision of acceptance of errors or omissions.

Clause 24

Withdrawal of the proposal

1. Up until the deadline stipulated for the submission of the proposals, the interested parties that may already have submitted them may withdraw the same, sufficing to communicate the fact to IPMA I.P.
2. Exercising the prerogative foreseen in the previous number does not prejudice the right to submit a new proposal within the stipulated delay.

Clause 25

Opening of the proposals

Electronic opening of the proposals and accompanying documents will take place on the weekday immediately following the deadline for submission.

Clause 26

Inspection and Follow-up

1. The contracting entity reserves the right to deploy an inspection and follow-up team to survey preparation work for the delivery of the vessel.
2. The Successful Bidder pledges to allow the members of the inspection team to access the facility where the vessel is being prepared, to allow inspections as meticulous as deemed necessary by the contracting entity and to supply all documentation as requested.
3. The contracting entity reserves the right to appoint consultants to assist in the inspections, diagnosis and in the implementation of the acceptance tests of the vessel.
4. The Successful Bidder also pledges to render available working premisses (furnished offices with internet access) for a maximum of 5 (five) people in accordance with the norms in force in the facility where the vessel is being prepared, free of any costs.

Clause 27

Appraisal Inspection

1. Following an assessment of the documentation submitted with the proposals, IPMA, I.P., accompanied by whoever they deem necessary to assist in the appraisal, will carry out *in loco* inspections to the proposed vessels, which they may consider to have the highest potential to satisfy its needs, to a maximum of 5 (*short list*). During this inspection, the bidder should present the deck log book and the engine log book, duly filled in and up-to-date, as well as the classification records of the vessel. The plans and drawings of the vessel, as well as manuals and on-board equipment certificates must also be made available for consultation.
2. All the equipment on board at the time of the inspection will be considered as being within the object of the supply, except if expressly excluded.

Clause 28

Award criterion

1. The Awarding will be carried out in accordance with the criterion of the Economically Most Advantageous Proposal for the contracting authority, based on the following criterion and factors and corresponding considerations:

CRITERIA	Designation	%
CRITERION A	Technical and Operational Merit	70
A1	<i>General Arrangement and quality of the vessel</i>	40
A2	<i>State of the main engine and the auxiliaries</i>	10
A3	<i>Operational characteristics</i>	10
A4	<i>Operating Costs</i>	20
A5	<i>DP Capability</i>	10
A6	<i>Equipment for fishing and scientific operations</i>	5
A7	<i>Bridge equipment</i>	5
CRITERION B	Price	30

The development of the awarding criterion is presented in Annex III.

2. Should there be a tie between one or more proposals, these will be classified depending on the marks obtained in the item with the highest weighting factor. Should equality persist, the tiebreaker procedure will be repeated successively, always by decreasing weighting factor order of criterion, resorting to, if necessary, sub-factors, if applicable. Should technical equality persist, the classification of the proposals will result from the relative global assessment endorsed by the jury of the tender.

Clause 29

Exclusion of proposals

1. Proposals will be excluded:

- a. That were submitted after the stipulated deadline;
- b. That are submitted by bidders in infringement of that stipulated in no. 2 of article 54 of the CCP;
- c. That are submitted by bidders who or, in the case of bidders in group, concerning any of its members, the contracting authority has knowledge that any of the situations foreseen in article 55 of the CCP occurs;
- d. That do not include all the documents demanded in that stipulated in no. 1 of article 57 of the CCP;
- e. That do not comply with that stipulated in no.s 4 and 5 of article 57 or in no.s 1 and 2 of article 58 of the CCP;
- f. That are submitted with variations which are not admitted by the tender programme, or are in excess of the maximum number admitted by the same;
- g. That are submitted with variations when, in spite of these being admissible by the tender programme, the base proposal is not submitted;
- h. That are submitted with variations when the exclusion of the respective base proposal is proposed;
- i. That infringe that stipulated in no. 7 of article 59 of the CCP;
- j. That in spite of identifying errors or omissions in the documents of the proceedings, do not comply with that stipulated in no. 7 of article 61 of the CCP;
- k. That do not comply with the formalities concerning the presentation format stipulated within the terms of article 62 of the CCP;
- l. That are composed of false documentation or where the bidders intentionally provide false declarations;

- m. That are submitted by bidders in infringement of that stipulated in the regulations referred to in no. 4 of article 132 of the CCP, as long as expressly foreseen in the tender programme;
- n. Whose analysis reveals any of the situations foreseen in no. 2 of article 70 of the CCP;
- o. That lack any of the following elements: i) Identification of the bidder; ii) Identification of the tender; iii) Reference to the price; iv) Any element, of those requested, which may render the proposal unfit for assessment, namely those referred to in Clause 19 of this Tender Programme;
- p. Should the total price be abnormally low, as long as the clarifications presented within the scope of that stipulated in article 71 of the CCP were not accepted by the jury;
- q. That do not respect some of the compulsory requirements mentioned in the ET, annexed to the Contract Specifications.

Clause 30

Preliminary report

1. Following the analysis of the proposals and the application of the awarding criterion, the jury drafts a substantiated preliminary report, in accordance with that stipulated in article 146 of the CCP, in which it proposes the sorting by rank of the same.
2. In the preliminary report referred to in the previous number, the jury also proposes the substantiated exclusion of proposals, in accordance with Clause 29.

Clause 31

Preliminary hearing

Once the preliminary report is drafted, the jury proceeds with the preliminary hearing in accordance with that stipulated in article 123 of the CCP.

Clause 32

Final report

1. Once that stipulated in the previous article is fulfilled, the jury drafts a substantiated final report, where the observations of the bidders under the right to a preliminary hearing are pondered, maintaining or changing the substance and the conclusions of the preliminary report.

2. The jury may also propose the exclusion of any proposal if, at this stage, the occurrence of any of those reasons foreseen in no. 2 of article 146 of the CCP is established.
3. In the case foreseen in the previous number, and if an alteration in the ranking of the proposals in the preliminary report is established in the final report, the jury will carry out a new preliminary hearing, implementing the terms foreseen in the previous clause and will apply the stipulations in no. 1 of the present clause.
4. The final report, together with the other documents making up the tender process, will be forwarded to the Minister for Agriculture and the Sea, who will be responsible, by delegation of powers by the Council of Ministers, for deciding the approval of the contents of the final report, namely in terms of awarding the contract.

Clause 33

Awarding of the contract

1. The Minister for Agriculture and the Sea, by delegation of powers by the Council of Ministers will decide on the awarding of the contract and will simultaneously notify all bidders through the electronic portal until the end of the mandatory validity period of the proposals.
2. By reasons duly justified, the awarding decision may be taken and notified to the bidders after the end of the period mentioned in the previous number, without prejudicing the right of refusal of the award by the bidder of the chosen proposal.
3. The awarding decision is simultaneously notified to all bidders by means of the electronic portal.
4. Together with the notification of the awarding of the contract, IPMA, I.P. will notify the successful bidder about:
 - a. Presenting all qualification documents required; in accordance with article 81 of the CCP, within a period of 5 days.
 - b. Providing the guarantee foreseen in clause 37, clearly indicating the amount guaranteed.

Clause 34

Non awarding of the contract

1. Awarding will not take place if:
 - a. No bidder presents a proposal;

- b. All proposals are excluded;
 - c. Due to unforeseen circumstances, it is deemed necessary to alter fundamental aspects of the documents of the tender after the deadline established for the presentation of proposals;
 - d. Supervening circumstances to the deadline established for the presentation of proposals, in relation to the assumptions of the decision to enter into contract, so justify;
 - e. All the proposals present a price exceeding the base price foreseen in Clause 8 of the present Tender Programme;
 - f. Suspension of financing occurs through a government or MFEEA (*The European Economic Area Financial Mechanism*) decision.
2. The decision not to award, as well as the respective grounds or reasons, will be notified to all bidders, without recourse to compensation.

Clause 35

Annulment of the award

1. The awarding is considered null and void when, due to reasons deemed to be his responsibility, the successful bidder:
- a. Does not deliver the documentation required within the terms of Clause 19 of this Tender Programme;
 - b. Does not provide the guarantee required within the terms of Clause 37 of the present Tender Programme;
 - c. Does not attend on the day, time and location established for the signing of the contract.
2. In the cases foreseen in the previous number, the entity competent to authorise the expenditure may decide to award the contract to the bidder ranked immediately after.

Clause 36

Qualification documents

The successful bidder must present the following qualification documents:

- a. Declaration issued in accordance with the template in annex II of the present Code and of which it is an integral part;

- b. Documents demonstrating that it is not in the situations foreseen in sub-paragraphs b), d), e) and i) of article 55 of the CCP.

Clause 37

Guarantee for proper and full compliance

1. The guarantee, aiming at ensuring the signing of the contract, as well as the exact and punctual compliance of all legal and contractual obligations that the same undertakes with this signing, must be provided within 10 days, by means of a bank guarantee or bond insurance, within the terms of the template in Annex II of the present Tender Programme, of which it is an integral part.
2. The amount of the guarantee to be provided is 5% of the contractual price, excluding VAT, and should be submitted within 10 days counting from the awarding notification as foreseen in clause 33 and after the awarding becomes effective.
3. IPMA may consider the guarantee lost in their favour, regardless of judicial decision, in cases of non-fulfilment of legal, contractual or pre-contractual obligations by the successful bidder.
4. The guarantee provided will be released after fulfilment of the final obligation resulting from the contract to be signed.
5. That stipulated in Chapter IX of the CCP will be applied to all matters omitted.

Clause 38

Draft of the Contract

1. The draft of the contract will be approved by the Minister for Agriculture and the Sea, by delegation of powers by the Council of Ministers after delivery of the qualification documents and once proof of bank guarantee has been provided by the successful bidder.
2. After the draft of the contract to be signed has been approved, the Contracting Authority will notify the successful bidder.
3. The draft of the contract to be signed is considered accepted by the successful bidder when there is explicit acceptance or when there is no complaint in the ensuing five days of the respective notification.

Clause 39

Draft contract complaints

1. Draft contract complaints are admissible when obligations not contained in the proposal or in the documents on which the tender is based are included in the same.
2. In the event of a complaint, the entity approving the draft informs the successful bidder, within 10 days, of whatever it has decided concerning the same, it is understood that should nothing be said within that delay, it is deferred.
3. In cases of complaint against the draft, the delay to confirm the provision of the bank guarantee is suspended from the date of presentation of the complaint until acknowledgement of the decision concerning the same or until the end of the delay established in the previous number for the tacit deferment.

Clause 40

Signing of the contract

1. The signing of the contract will take place within 30 (thirty) days counting from the date of acceptance of the draft or the decision over a complaint, but never before:
 - a. 10 (ten) days have elapsed counting from the notification date of the awarding decision;
 - b. All required qualification documents have been submitted;
 - c. Provision of the bank guarantee has been confirmed, within the terms of that stipulated in article 90 of the CCP;
 - d. Confirmation of the pledges referred to in sub-paragraph c) of no. 2 of article 77 of the CCP.
2. IPMA I.P. will inform the successful bidder, at least five days in advance, the date, time and location where the contract will be signed.
3. If IPMA I.P. does not sign the contract within the stipulated delay, the successful bidder may withdraw from the agreement, the bank guarantee provided should then be released and he should be reimbursed with all expenses and other charges resulting from the delivery of the bank guarantee, without prejudicing the right to fair compensation.
4. After signing, the contract will be submitted to prior approval of the Court of Auditors, in the absence of which it will not come into effect.

Clause 41

Proof of declarations

1. The contracting authority may, at any time, demand the presentation of documents confirming the declarations provided by the bidders.
2. Failure to present the requested documents by the bidder or successful bidder under that stipulated in the present article, for reasons attributable to him, will determine his exclusion from the tender or the annulment of the awarding of the contract, whichever may apply.

Clause 42

False documents and declarations

Without prejudicing an eventual report to the competent authorities for purposes of legal proceedings, the forgery of documents or wilful submission of false declarations in proposals or candidacies will determine, whichever the case, the respective exclusion or expiry of the awarding of the contract and all subsequent acts.

Clause 43

Competent forum

To resolve any eventual litigation emerging from the implementation of the proceedings that are object of the present tender, the competency of the Administrative Court of Lisbon is stipulated, with the express waiver of any other.

Clause 44

Applicable legislation

1. The present Public Tender is regulated by the CCP, approved by Decree-Law no. 18/2008, of 29 January, amended by Decree-Law no. 278/2009, of 2 October, and by Decree-Law no. 149/2012, of 12 July.
2. In all aspects not regulated in the present Tender Programme, the norms in the above mentioned legislation will be applied.

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ANNEX I
PRICE PROPOSAL TEMPLATE

_____ (corporate name and head offices of the bidding company or of each of the member companies of the group), after being informed of the **"Supply of an oceanic research vessel"** referred to in the notice dated ___ of _____ 20__, pledge to implement the supply, in compliance with the Contract Specifications, within the delay of ___ (_____) calendar days, including Saturdays, Sundays and bank holidays, for the overall price of _____ (written in full and numerically, in Euros), in accordance with the unit price list attached to this proposal and that is an integral part of the same.

Value added tax (VAT) will be added to the above mentioned amount at the rate in force.

We furthermore declare that we waive the right to a special forum and submit to, in all that concerns the implementation of the contract, that stated in the Portuguese legislation in force.

Date _____

Signature(s) _____

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ANNEX II
BANK GUARANTEE/INSURANCE BOND TEMPLATE

Bank guarantee/Insurance bond no. _____

In the name of and requested by _____
(successful bidder), _____ (bank or guaranteeing entity), by
means of the present document, render, in favour of _____
(beneficiary contracting authority), a bank guarantee/insurance bond (eliminate what is not
relevant), up to the amount of _____ (numerically and written in full), earmarked
to endorse the complete fulfilment of the obligations undertaken by the guaranteed party(ies)
within the scope of the INTERNATIONAL PUBLIC TENDER No. 5 / 2014 - Procurement of an
oceanic research vessel, within the terms of no.s 6 and 8/7 and 8 (eliminate what is not
relevant) of article 90 of the Public Tender Code.

The present guarantee corresponds to 5% of the contractual price and operates as if it were an
actual currency, the guarantor being responsible for, without reservations, the delivery of all
and any amount, up to the limit of the guarantee, once requested in writing by the beneficiary
entity.

It should be understood that the bank/insurance company (eliminate what is not relevant)
pledges, in the event of being called to honour the present guarantee, not to take into
consideration any eventual objections from the guaranteed, also being inhibited from
opposing the beneficiary entity with any reserves or means of defence that the guaranteed
may use when faced with the guarantee.

The present guarantee remains valid until express authorisation for its release by the
beneficiary entity, annulment or alteration being prohibited without the same authorisation
and independent from the settling of any premiums owed.

[Date and signature(s) of the legal representative(s)]

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ANNEX III

DEVELOPMENT OF THE AWARDING CRITERION

Assessment of the documents concerning the characteristics of the proposed vessel will be based on the documentation submitted by the bidders, with prevalence for that issued by independent entities, namely by classification societies. Deficiency or omission of information will be penalised or, whenever necessary, motive for exclusion.

Development of the awarding criteria stated in the Tender Programme is carried out by means of analysis of the following factors (X_n), resulting from the simple average of the corresponding sub-factors ($X_{n.m}$), classified from 0 to 20:

1. Criterion A – Technical and Operational Merit

A1. General arrangement and quality of the vessel

- A1.1 Dimensions;
- A1.2 General state of conservation;
- A1.3 Suitability for operation;
- A1.4 Quality and conservation of accommodation;
- A1.5 Quality and servicing of the electrical systems, including cabling;
- A1.6 Quality and servicing of the hydraulic systems, including piping;
- A1.7 Quality and servicing of the pneumatic systems, including piping;
- A1.8 Navigability conditions;
- A1.9 Development potential in accordance with the object of the tender;
- A1.10 Quality and maintenance of the control room of the engine room;
- A1.11 Quality and servicing of the laboratories;
- A1.12 Quality and servicing of the Bridge;
- A1.13 Electromagnetic Compatibility;
- A1.14 Navigability conditions;
- A1.15 Acoustic Conditions;
- A1.16 Date of construction;
- A1.17 Quality, dimension and servicing of the cooling systems;
- A1.18 No. of occupants (crew and passengers);
- A1.19 *Hotel Load*, maximum and in transit;

A2. State of the main engine and the auxiliaries

- A2.1 Type of Engine;
- A2.2 Service hours of the engines;

- A2.3 Overall state of the engine (leakages, corrosion, etc.);
- A2.4 Fulfilment of maintenance plan;
- A2.5 Installed power;
- A2.6 Number and power output of the generators;
- A2.7 Service hours of the generators
- A2.8 Overall state of the generators (leakages, corrosion, etc.);
- A2.9 State of maintenance and cleanliness of the engine room, auxiliaries and the command posts;
- A2.10 Existence and state of other auxiliary systems (treatment of liquid and solid waste, pumps, compressors, freshwater production, etc.)

A3. Operational characteristics

- A3.1 Maximum speed and in transit;
- A3.2 Shaft power output;
- A3.3 Energy reserve
- A3.4 Type of propeller
- A3.5 Autonomy
- A3.6 Dynamic Behaviour

A4. Operating Costs

- A4.1 Consumption at 10 knots with state of the sea in excess of force 1 and sailing into the wind;
- A4.4 Maintenance costs
- A4.3 Certification Costs

A5. DP Capability

- A5.1 Type of DP installed or;
- A5.2 Existing potential for its installation

A6. Equipment for fishing and scientific operations

- A6.1 Existence of a *Moonpool/ Dropkeel*
- A6.2 Existence of a trawling ramp
- A6.3 Trawling winches
- A6.4 Cranes, gantry cranes, A-frames
- A6.5 Fish storage

A7. Bridge equipment

- A7.1 Remote controls
- A7.2 Radars
- A7.3 Communication Systems

A7.4 Navigation systems

A7.5 Alarm systems

A7.6 Others

2. Criterion B – Price

B Price of proposed vessel, according to a linear scale where classification is obtained from the formula:

If $7,870,000 \text{ €} \geq \text{Price} \geq 1,000,000 \text{ €}$

$$B = 20 \times \left[1 - \frac{\text{Preço} - 1.000.000}{6.870.000} \right]$$

If $\text{Price} \leq 1,000,000 \text{ €}$

$$B = 20$$