

Instituto de Biologia Molecular e Celular - IBMC

DIRECT AWARD N. ° 412/2024 - IBMC

PURCHASE OF LABORATORY REAGENTS AND CONSUMABLES

SPECIFICATIONS DOCUMENT

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Clause 1 - Contractual Object

1. The present Specifications Document encompasses the clauses to be included into the contract to be executed subsequent to the pre-contractual procedure, which pertains to the *Purchase of Laboratory Reagents and Consumables* by the Institute of Molecular and Cellular Biology - IBMC (hereinafter referred to as the "Public Contracting Authority"), in accordance with the characteristics, specifications, and requirements outlined in *Annex I* and in accordance with the terms and conditions defined in the present Specifications Document.
2. Regarding to the provisions set forth in the preceding paragraph, the Awardee undertakes to supply the good(s) in accordance with the terms outlined in this Specifications Document, with particular attention to its Annex (es) and the awarded proposal.
3. This acquisition has the following Main CPV: 33695000-8 (Chemical Reagents).

Clause 2 - Contract

1. The contract, reduced to writing, its composed of its respective contractual clauses and their annexes, dictated in accordance with the provisions set forth in Articles 278 and subsequent of the Public Procurement Code, hereinafter abbreviated as "PPC," especially as expressed in Articles 450 and subsequent, and any other applicable legislation and regulations.
2. The contract to be executed also encompasses the following documents:
 - a) The supplies of errors and omissions in the Specifications Document, identified and expressly accepted by the Competent Authority for the contracting decision;
 - b) The clarifications and the rectifications relative to the Specifications Document;
 - c) The present Specifications Document;
 - d) The awarded proposal;
 - e) Clarifications on the awarded proposal provided by the Awardee.
3. In the event of divergence among the documents mentioned in the preceding subparagraphs, their respective precedence is determined by the order in which they are specified therein.
4. In the event of divergence between the documents referred to in the paragraphs above and the contractual clauses and its annexes, the former shall prevail, except for the adjustments proposed under the provisions of Article 99 of the PPC and accepted by the Awardee under the provisions of Article 101 of that law.

Clause 3 - Entry Into Force and Duration of the Contract

The contract will enter into force on the date it is signed and will start on **01 August 2024**, and shall remain in force for **1 (one) year**, notwithstanding the ancillary obligations which should endure beyond the contract termination.

Clause 4 - Base Price

1. For the purpose of proposal preparation, the base parameter for the contract price is set at the global amount of **€ 17 725 (seventeen thousand, seven hundred and twenty-five euros)** as well as the basic unit prices described in *Annex I* to these Specifications Document.
2. The base price is defined as the maximum price that the Public Contracting Authority is willing to pay for the execution of all the provisions that make up the contract.
3. Proposal exceeding the base price shall be excluded.

Clause 5 - Main Obligations of the Awardee

1. Without prejudice to other obligations stipulated in the applicable legislation, particularly in the PPC (Public Procurement Code), this Specifications Document, or the contractual clauses, the execution of the contract entails the following primary obligations for the Awardee, in accordance with an absolute Compliance to the principles of professional ethics, impartiality, independence, diligence, and competence, namely:

a) Obligation to deliver the goods, which are the object of the contract, to the Public Contracting Authority premises, complying with the deadlines proposed and awarded for this purpose, mentioning, obligatorily, in the dispatch documents:

- ✓ Purchase Order number;
- ✓ Reference of this procedure: [DA 412/2024](#);
- ✓ Quantities delivered;
- ✓ Description of goods.

b) Obligation to guarantee the conformity of the goods delivered with the contract;

c) Obligation to continue manufacturing and supplying the goods covered by the contract for the duration of the contract;

d) Execute all tasks deemed necessary to the full supply of goods to be provided under this contract, with regard to all applicable provisions and high quality, efficiency and safety standards;

- e) The supply of the goods, which are the object of the contract, must be carried out in accordance with the technical specifications set out in *Annex I* of these Specifications Document, in order to ensure their proper conservation and maintenance;
 - f) Immediately inform the Public Contracting Authority of any occurrence and/or impediment that might compromise the execution of the contract or the confidentiality of the data provided by the Public Contracting Authority;
 - g) Not to increase the price of the goods during the execution period of the contract and to present to the Public Contracting Authority, in the event of significant market changes, improvements in the price of the goods that are the object of the contract, such as any promotions;
 - h) In the event of a stock shortage or delay in the delivery date, the Awardee must inform the Public Contracting Authority of this fact, in a reasoned manner, as soon as they become aware of it, obliging themselves, if accepted and appropriate, to re-establish the supply within a reasonable period of time;
 - i) The Awardee must notify the Public Contracting Authority in advance of any change that may occur in the continued supply of the goods that are the object of the contract, namely changes in the size of the packaging, as well as the discontinuation of products. Any alterations to be made must require the prior consent/acceptance of the Public Contracting Authority;
 - j) To proceed, at its own expense, without any charge to the Public Contracting Authority, within the reasonable period agreed between the parties, to replace or rectify the non-conforming goods, so that they are brought back into conformity with the contract entered into, without prejudice to the Public Contracting Authority's right to demand an adequate reduction in the price or to terminate the contract;
 - k) Report any event that occurs during the execution of the contract and that changes, in particular, its corporate name, its legal representatives with relevance to the supply, its legal situation and its commercial situation;
 - l) Process the Public Contracting Authority's data, undertaking not to use such data for different purposes, in accordance with the provisions of Clause 27 of these Specifications Document.
2. The Awardee acknowledges to be solely and exclusively responsible, in any case, for the acts or omissions of its employees or agents, or any entities it subcontracts in any way, and for damages and losses to persons and property, providing at its own expenses any reimbursement or compensation such damages or losses may cause, without liability, encumbrance or charge to the Public Contracting Authority.
3. As an additional obligation, the Awardee is also obliged, notably, to resort to all human, material, and technological resources that are necessary and suitable for the provision of the service, as well as to establish the organizational system required for the perfect and complete execution of the tasks under its responsibility.

Clause 6 - Supply and Delivery of Goods

1. The Awardee shall deliver the goods that are the object of the contract to the Public Contracting Authority's premises within a maximum of **10 (ten) days** from the date of receipt of each purchase order, in accordance with the following paragraphs, or within the period indicated in the winning bid, if shorter.
2. Place of delivery: Edifício i3S - Rua Júlio Amaral de Carvalho nº 277 (side entrance to the building - underground car park) 4200-135 Porto, Portugal, between 09:00 and 13:00. After this time, the reception bay is closed and orders cannot be received.
3. The Awardee is liable to the Public Contracting Authority for any defects or discrepancies in the goods covered by the contract that exist at the time the goods are delivered.
4. The goods that are the object of the contract must be new, must not have been used previously and must be delivered in perfect condition to be used for their intended purpose, in accordance with the contract and, in everything that does not conflict with the contract, in compliance with Portuguese, European and international standards and with the specifications and homologation documents of applicable national or international organizations.
5. The Awardee must make available, simultaneously with the delivery of the goods covered by the contract, all the documents in Portuguese and/or English that are necessary for their full use (e.g. the safety data sheet for the goods).
6. For the purpose of requesting the Awardee to supply the goods that are the object of the contract, the Public Contracting Authority will send the Awardee the respective orders electronically, which must contain the following mandatory information:
 - a) Identification of the goods, using the references defined by the Awardee;
 - b) Quantities and prices;
 - c) Public Contracting Authority's purchase order number;
 - d) Reference of this procedure.
7. The delivery of the goods must be accompanied by the corresponding Delivery Note in accordance with paragraph 1 a) of Clause 5.
8. All costs relating to insurance, transport and packaging of the goods covered by the contract and the issue of documents to the place of delivery are the responsibility of the Awardee.

Clause 7 - Receipt and Verification of Goods

1. Once the goods, which are the object of the contract, have been delivered, the Public Contracting Authority, by itself or through a third party designated by it, shall carry out a quantitative and qualitative inspection of them, within **5 (five) days**, with a view to verifying that they fulfil the characteristics, specifications and requirements defined by the contract, as well as other requirements demanded by law, namely:

- a) *Quantitative Verification*: the purpose of this is to check that the quantities delivered and referred to on the delivery note are in line with the quantities ordered;
- b) *Qualitative Verification*: aimed at proving that there are no non-compliances in terms of storage, packaging and transport.

2. After the aforementioned verification, the Public Contracting Authority may:

- a) Accept the goods on condition that, after verification or during use, they fulfil the required characteristics;
- b) Reject the goods in whole or in part;
- c) Request delivery of the missing goods.

3. The Awardee is obliged to co-operate with the Public Contracting Authority throughout the verification period, undertaking to provide all the elements requested of them.

4. The Public Contracting Authority's control of the quality of the goods does not, in any case, diminish the Awardee's responsibility.

5. Whenever the verification/quality control results in any non-conformity of the goods that are the object of the contract with the characteristics, specifications and requirements defined in the contract, the Public Contracting Authority will inform the Awardee of this fact, in writing, within **5 (five) working days** of receiving the goods.

6. In the case provided for in the previous paragraph, the Awardee must replace the goods at its own expense and within the delivery deadlines set, in order to guarantee their conformity with the contract, without serious inconvenience to the latter, taking into account the nature of the goods and the purpose for which they are intended.

7. The Public Contracting Authority shall carry out a new verification/control, under the terms of this clause, without prejudice to the Public Contracting Authority's right to demand an adequate reduction in the price of the goods or to terminate the contract.

Clause 8 - Conformity and Technical Guarantee of Goods

1. The Awardee shall be accountable to the Public Contracting Authority for any lack of conformity of the goods with the contract.
2. Pursuant to this clause and the law governing aspects related to the sale of goods and associated warranties, the Awardee undertakes to supply the goods subject of the contract as stipulated in the contract without any defects or discrepancies, in compliance with legal requirements, and in accordance with the characteristics, specifications, and technical requirements defined in *Annex I* to this Specifications Document.
3. In the event of non-conformity of goods object of contract, the Awardee shall, at its own expense and within a reasonable timeframe determined by the Public Contracting Authority, shall restore the conformity without any costs to the Public Contracting Authority, without prejudice to the Public Contracting Authority's right to choose to demand an appropriate reduction in the price of goods or to terminate the contract.
4. The guarantee of goods provided for in this clause, covers, in particular:
 - a) Expenses, including transport, for the return of non-conforming goods and the delivery of new goods to replace them;
 - b) Compensation for damage to persons or property caused by the non-conforming goods.
5. Rejected goods shall be deemed, for all intents and purposes, not to have been delivered, and the Awardee shall not be entitled to any compensation in respect thereof, whether for their dispatch, return and/or replacement.
6. These rejections will be notified to the Awardee in accordance with Clause 7.5 of this Specifications Document, and the goods will be removed at the Awardee's own risk.
7. **Five (5) working days** after the respective notification and in the event that the rejected goods are still on the Public Contracting Authority's premises without being collected, it is understood that they pass into its possession as incapable.
8. The replacement of non-conforming goods must be carried out within a reasonable timeframe set by the Public Contracting Authority, never exceeding **5 (five) working days** and without serious inconvenience for the latter, taking into account the nature of the good and the purpose for which it is intended.
9. The Awardee also guarantees, in accordance with clause 5(1)(c), the continuity of the manufacture and supply of all the goods that are the object of the contract for the duration of the contract.

Clause 9 - Estimated quantities

1. The quantities of the goods indicated in *Annex I* of this Specifications Document correspond to the number of units that the Public Contracting Authority expects to purchase.
2. The forecast is based on the needs estimated by the Public Contracting Authority. If there are circumstances that imply a reduction in the acquisition needs, the Public Contracting Authority will adjust the quantities to be contracted, without there being any compensation on the grounds of not acquiring the forecast quantity.
3. Due to unexpected circumstances, the quantities to be supplied may also be increased in relation to those estimated in this procedure.

Clause 10 - Adding New Products

1. If there is a need to purchase goods that are not included in *Annex I* of this Specifications Document, and which fall within the material criteria that led to the choice of this type of procedure, the Public Contracting Authority will officially request a quote via the email address procedimentosccp@ibmc.up.pt. If the parties agree on the unit price submitted, these goods will be included in the list in the aforementioned annex.
2. For the purposes of this clause, the Public Contracting Authority emphasizes that the remaining contractual conditions will remain unchanged.

Clause 11 - Submitted to the Competition

Under the terms of Article 42 of the PPC, the Price Factor is submitted to the competition.

Clause 12 - Non-submitted to the Competition

1. In accordance with paragraph 5 of Article 42 of the PPC (Public Procurement Code), the invitee shall, in their proposal and as a potential future Awardee, ensure, at no additional cost to the Public Contracting Authority, the aspects not subjected to competition as referenced in this Specifications Document.
2. Non-compliance with the prerequisites outlined in the preceding paragraph entails the exclusion of the proposal.

Clause 13 - Patents, Licences and Trademarks

1. The Awardee is responsible for any charges arising from the use, during the execution of the contract, of registered trademarks, registered patents, or licenses.
2. If the Public Contracting Authority is sued for infringing any of the rights mentioned in the previous paragraph during the execution of the contract, the Awardee shall indemnify the Public Contracting Authority for all the expenses it is compelled to incur and all sums it is required to pay, regardless of the cause.

Clause 14 - Contract Price and Price Review

1. For the supply of the goods covered by the contract, as well as for the fulfillment of other obligations contained in these Specifications Document, the Public Contracting Authority will pay the Awardee the price contained in the awarded proposal, namely the amount of € ____ (____)¹.

⁽¹⁾ [to be completed at the contract term with the value appearing in the proposal awarded and corresponding to an aspect of the performance of the contract tendered for which the value may not exceed the basic price of the procedure].

2. However, the Public Contracting Authority points out that the aforementioned figure may be altered depending on actual needs, which will correspond to the requisitions sent, in accordance with Clause 9 of this Specifications Document.
3. The price referred to in paragraph 1 of this Clause includes all costs, charges and expenses whose responsibility is not expressly attributed to the Public Contracting Authority, namely, those relating to the transport and packaging of the goods covered by the contract to their place of delivery and the necessary insurance, as well as any charges arising from the use of trademarks, patents or licences relating to those goods.
4. There shall be no revision of the unit prices proposed by the Contractor during the term of the contract, except as provided for in clause 5(1)(g) of these Specifications Document.

Clause 15 - Payment Conditions

1. The amount(s) due from the Public Contracting Authority must be invoiced after delivery of the goods officially requested.
2. The invoice(s) must, as a mandatory requirement, include the Public Contracting Authority's Purchase Order number, reference to this procedure, as well as contain a description of the goods covered by the contract, in particular the type of goods and the quantity (ies) supplied.
3. The invoice(s) shall be paid within **30 (thirty) days** as of the date of the invoice(s), by bank transfer to the account to be indicated by the Awardee in the invoice(s).

4. The invoice(s) must be submitted electronically, in compliance with all the requirements stipulated by Portuguese law, to the email address: daf@ibmc.up.pt, or to another address that the Public Contracting Authority may subsequently communicate to the Awardee.
5. In case the Public Contracting Authority disagrees, on the amounts indicated in the invoice, he should inform the Awardee, in writing, about the respective grounds, remaining the latter obliged to render all necessary clarifications, also in writing, and, if appropriate, issue a new corrected invoice. The payment deadline will be suspended until all necessary clarifications are provided or a new invoice has been received.
6. The Public Contracting Authority shall have the right to deduct from the payment to be made to the Awardee any amounts related to the payment of fines, penalties, or any other dues that may be required from it, under any circumstances.
7. Late payment of one or more invoices does not determine the maturity of the remaining invoices.

Clause 16 - Contractual Penalties

1. In the event of non-compliance with obligations arising from the contract, the Public Contracting Authority may demand from the Awardee the payment of a pecuniary penalty, the amount to be fixed according to the seriousness of the non-compliance and up to a limit of **20% (twenty percent)** of the contractual value specified in this Specifications Document.
2. For the purposes of the preceding paragraph, the calculation of penalties related to the failure to meet the deadlines for delivery of goods, the subject of the contract, as set forth in this Specifications Document, shall be computed according to the following formula:

$$P \text{ (penalty)} = V \text{ (Invoice Total Amount} \times 0,10) \times A \text{ (days overdue, including Saturdays, Sundays, and holidays)}$$

3. For the purposes of paragraph 1 of this Clause, the calculation of penalties related to the failure to meet the remaining deadlines specified in this Specifications Document is carried out in accordance with the following formula:

$$P \text{ (penalty)} = V \text{ (contract value} \times 0,001) \times A \text{ (days overdue, including Saturdays, Sundays and holidays)}$$

4. In the event of non-compliance with the obligation to continue supplying the goods, the Awardee is obliged to compensate the Public Contracting Authority up to a penal clause of **10% (ten per cent)** of the contract value. The imposition of pecuniary penalties by the Public Contracting Authority must be preceded by a written notice of non-compliance to the Awardee.

5. The Public Contracting Authority's demand for the payment of a pecuniary penalty, under the terms of the previous paragraphs, does not exempt the Awardee from the fulfilment of the obligation in default or from carrying out other acts inherent to restoring contractual normality as soon as possible.
6. The application of a pecuniary penalty by the Public Contracting Authority will be preceded by a written warning of non-compliance to the Awardee.
7. In cases where the limit set forth in paragraph 2 of Article 329 of the PPC is reached, and the Public Contracting Authority decides not to terminate the contract due to resulting severe harm to the public interest, that limit is increased to **30% (thirty percent)**, as stipulated in paragraph 3 of the aforementioned article.
8. In assessing the seriousness of the non-compliance, the Public Contracting Authority shall take into account, the duration of the infringement, its possible repetition, the degree of fault on the part of the Awardee, and the consequences of the non-compliance.
9. The imposition of sanctions as outlined in this clause shall be subject to a preliminary hearing, in accordance with the provisions of paragraph 2 of Article 308 of the PPC.
10. The Public Contracting Authority may offset the payments due under the contract against penalties owed in accordance with this Clause.
11. The pecuniary penalties provided for in this Clause do not preclude the Public Contracting Authority from demanding compensation for any excess damage.

Clause 17 - Contract Termination by the Public Contracting Authority

1. The Public Contracting Authority may terminate the contract in the event of the Awardee's definitive non-compliance with its contractual obligations, as provided for in the final part of paragraph 1 of Article 325, and also as stipulated in Articles 333 and 448 of the PPC.
2. The right of termination as provided for in the preceding paragraphs by the Public Contracting Authority does not preclude the right of the Public Contracting Authority to be compensated for the damages resulting from the conduct of the Awardee and the termination of the contract.
3. The Public Contracting Authority, regardless of the Awardee's conduct, reserves the right to terminate the contract in accordance with the terms and grounds specified in Articles 334 and 335 of the PPC.
4. The right of termination referred to in the preceding paragraph shall be exercised by means of a declaration sent to the Awardee by registered letter with proof of receipt.
5. The termination of the contract does not prejudice the assessment of civil or criminal liability for actions occurring during the performance of the contract.

6. In the event of contract termination, the Awardee is obligated to immediately hand over all documentation and information, regardless of its form, generated within the scope of the contract and in their possession, which is, for all intents and purposes, the exclusive property of the Public Contracting Authority.

Clause 18 - Contract Termination by the Awardee

1. The Awardee may terminate the contract in the cases provided for in Articles 332 and 449 of the PPC.
2. The termination of the contract does not result in the repetition of services already performed by the Awardee; however, it terminates all obligations of the Awardee under the contract, with the exception of those referred to in Article 444 of the PPC.

Clause 19 - Suspension of the Contract

1. Without prejudice to the right to terminate the contract, Public Contracting Authority may, at any time, for proven reasons of public interest, namely when public safety reasons are at stake, suspend all or part of the execution of the contract.
2. The suspension referred to in the preceding paragraph takes effect from the day following the notification to the Awardee, unless a later date is stated in the notification and must be carried out through a registered letter with proof of receipt.
3. The Public Contracting Authority may, at any time, lift the suspension of the execution of the contract.
4. For the purposes of the provisions set forth in the preceding paragraphs, the Awardee may not claim or demand any compensation or indemnification arising from the total or partial suspension of the contract.

Clause 20 - Contract Modifications

1. Any intention to modify the contract must be communicated in writing by the interested party to the other party with a minimum notice period of **10 (ten) days** before the desired date of implementing the modification.
2. Contractual modifications are subject to the provisions set forth in Articles 311 to 315, as well as the stipulations of Part III, Title II, Chapter IV (Articles 437 to 449) of the PPC.

Clause 21 - Charges, Costs, and Expenses

1. The Awardee shall be responsible for all costs and expenses related to any charges inherent in the formation and celebration of the contract.

2. Without prejudice to the provisions set forth in the preceding paragraph, all expenses and charges incurred by the Awardee in fulfilling obligations arising from the law, this Specifications Document, the contract, and the awarded proposal shall be assumed by the Awardee.

Clause 22 - Contract Manager

1. In accordance with Article 290-A of the Public Procurement Code (PPC), upon the celebration of the contract, the designation of the Contract Manager appointed by the Public Contracting Authority, who is responsible for the ongoing monitoring of contract performance, shall be included in the contractual clauses.
2. If the Contract Manager detects any deviations, defects, or other anomalies in the execution of the contract, they shall immediately report them to the Competent Authority of the Public Contracting Authority, proposing, in a substantiated report, the corrective measures deemed necessary.
3. Appointed Contract Manager: [Complete]; Contact: [Complete]
4. The person responsible for Contract Management may be changed by the Public Contracting Authority.
5. The Awardee undertakes to appoint a representative responsible for monitoring the execution of the contract and who will act as a liaison with the Public Contracting Authority for all matters related to the contract's execution.

Clause 23 - Subcontracting and Assignment of Contractual Position

1. In accordance with Article 317(1)(a) of the PPC, the Awardee is prohibited from engaging in the assignment of the contractual position and subcontracting.
2. The total or partial assignment of the contractual position by the Public Contracting Authority during the term of the contract to be concluded does not require authorization from the Awardee.
3. For the purposes of the provisions set forth in the preceding paragraph, all rights and obligations acquired by the Public Contracting Authority under the contract to be entered into are deemed to be fully transferred to the assignee.

Clause 24 - Responsibilities

1. The Awardee is liable to the Public Contracting Authority for all damages, whether direct or indirect, arising from the goods under the contract, as well as those resulting from the non-performance or inadequate performance of its contractual obligations, until the completion of the contract's execution.

2. Similarly, the Awardee is liable for all damages resulting from any acts or omissions of individuals who, within the scope of their involvement, perform functions on their behalf, regardless of their legal regime.
3. If the Public Contracting Authority is sued by third parties for damages caused by the Awardee in the course of contract execution, the latter shall indemnify it for all expenses incurred as a result and for all amounts paid, regardless of the grounds.
4. The Awardee shall be solely responsible for the repair and indemnification of all damages suffered by third parties, for reasons attributable to it, until the completion of the contract execution, as a result of the manner in which the work is carried out, the actions of its personnel, or its suppliers.

Clause 25 - Force Majeure

1. No penalties may be imposed on the Awardee, nor shall the non-timely performance of contractual obligations by either party resulting from a proven and accepted force majeure event be considered a breach. Force majeure is understood as unforeseeable and exceptional circumstances, not resulting from the fault or negligence of either party, that make the performance of the obligations impossible, are beyond the control of the affected party, could not have been known or foreseen by it at the time of contract formation, and whose effects it could not reasonably be expected to overcome or avoid.
2. The requirements of the concept of force majeure, better defined in the terms of the previous paragraph, are cumulative.
3. Force majeure events may include, if the conditions or requirements set forth in accordance with the preceding paragraph are met, notably, earthquakes, floods, hurricanes, fires, epidemics, sabotage, strikes, international embargoes or blockades, acts of war or terrorism, riots, and injunctive governmental or administrative determinations.
4. For the purposes of the provisions set forth in the preceding paragraphs, force majeure shall not include, namely:
 - a) Circumstances that do not constitute force majeure for the subcontractors of the Awardee, in the part in which they intervene;
 - b) Strikes or labor disputes limited to the Awardee or Awardee's companies or the group of companies to which it belongs, as well as to the subcontractors' companies or group of companies, when authorized by the Public Contracting Authority;
 - c) Government, administrative, or judicial determinations of a punitive nature or otherwise resulting from the Awardee's failure to fulfill duties or obligations incumbent upon it;
 - d) Popular demonstrations arising from the Awardee's non-compliance with legal regulations.

- e) Fires or floods originating from the Awardee's facilities whose cause, propagation, or proportions are attributable to its fault or negligence or non-compliance with safety standards;
 - f) Failures in the Awardee's computer or mechanical systems not due to sabotage;
 - g) Events that are or should be covered by insurance.
5. The occurrence of circumstances that may constitute force majeure must be immediately communicated to the other party.
6. For the purposes of the preceding paragraph, the party invoking force majeure must always notify the other party, in writing, and justify such situations to the other party, as well as stating the expected timeframe for the restoration of normal conditions.
7. Force majeure determines the extension of the deadlines for fulfilling the contractual obligations affected for the period of time proven to correspond to the force majeure hindrance.
8. For the purposes of the provision in the preceding paragraph, if the impossibility of contract execution due to force majeure persists for a continuous period exceeding **30 (thirty) days**, either party may proceed with the respective contract termination, by providing written notice to the other party, with a minimum notice period of **15 (fifteen) days**.

Clause 26 - Confidentiality

1. The Awardee, during the term of the contract, undertakes to keep confidential and undisclosed the contract's content, as well as all technical and non-technical information and documentation, whether commercial or otherwise, related to the Public Contracting Authority, which it may become aware of under or in connection with the execution of the contract, under penalty of being liable for any resulting damages.
2. The information and documentation covered by the confidentiality obligation cannot be transferred to third parties nor subjected to any use or exploitation other than that directly and exclusively intended for the execution of the contract.
3. The Awardee's obligation of confidentiality extends to all its employees, collaborators, agents, or subcontractors and to any other individuals who, directly or indirectly, are involved in the execution of the contract.
4. The obligation of confidentiality set forth in this clause shall remain in effect for the entire duration of this contract and shall continue to be in force after its termination, for any reason.
5. Exempted from the obligation of confidentiality provided for in this clause is information and documentation that was demonstrably in the public domain at the time of its acquisition by the Awardee

or which the Awardee is legally obligated to disclose, by virtue of the law, a final court decision, or at the request of regulatory authorities or other competent administrative entities.

Clause 27 - Protection and Processing of Personal Data

1. The Awardee undertakes to comply with the obligations arising from the General Data Protection Regulation (GDPR) and any other applicable legislation related to personal data, during the term of the contract and, whenever required, after its termination.
2. The Awardee shall be liable for any damages that the Public Contracting Authority may incur as a result of the processing, by the Awardee and/or its collaborators, of personal data in violation of applicable legal provisions.

Clause 28 - Compliance Principles

Pursuant Article 1.º-A (2) of the PCC, the Awardee shall ensure, at the formation and execution stage of this contract, full compliance with the applicable regulations in the areas of social, labor, environmental, gender equality, and prevention and combating of corruption, as derived from International, European, National, or Regional Law.

Clause 29 - Interpretation and Validity

1. The contract and other contractual documents are governed by Portuguese law and interpreted in accordance with its rules.
2. Any party to the contract with doubts regarding the meaning of any contractual documents shall address them to the opposing party to whom the meaning of that provision directly pertains.
3. If any provision of the contract or any contractual documents is annulled or declared void, the remaining provisions shall not be affected by that fact and shall remain in force.
4. Without prejudice to the provisions of the preceding paragraphs, the Awardee undertakes to take into account, in the execution of the contract, the instructions conveyed to it in writing by the Public Contracting Authority, to the extent that they do not conflict with the rules applicable to the execution of the contract term.

Clause 30 - Duty of Information

1. Either party must promptly inform the other party of any facts or circumstances that come to its knowledge and may affect their respective interests in the execution of the contract, in accordance with

the principles of good faith and trust, within a maximum period of **10 (ten) days** from the date of such knowledge.

2. In accordance with the provisions of the preceding paragraph, each party must immediately notify the other party, of any facts or circumstances, whether constituting force majeure or not, that foreseeably prevent the compliance or timely fulfillment of any of their obligations arising from the law and/or the contract and/or the Specifications Document and/or the awarded proposal

Clause 31 - Administrative Offense Regime

In addition to the penalties for non-compliance provided for in the Contractual Penalties Clause of this Specifications Document, very serious administrative offenses are those provided in Article 456, serious administrative offenses those described in Article 457, and minor administrative offenses are stipulated in Article 458, all of the PCC.

Clause 32 - Governing Law

In all matters not covered by this Specifications Document, the provisions of the Public Procurement Code and other applicable legislation shall be observed.

Clause 33 - Competent Jurisdiction

For the resolution of all disputes arising from the contract, the jurisdiction of the Administrative and Tax Court of Porto is hereby stipulated, with an explicit waiver of any other.

Clause 34 - Communications and Notifications

1. Unless another formality is specifically provided for in this contract, all communications and notifications to be carried out between the parties, under and in accordance with the terms of the contract, shall be in writing and sent by registered mail with acknowledgment of receipt or by email with read receipt to the addresses and email addresses provided below, or to any others that the parties may designate, upon prior written notice to the counterparty, under penalty of being deemed not made.
2. Communications or notifications sent by email shall be considered received on the date indicated in the respective receipt confirmation transmitted by the recipient to the sender.

To the Public Contracting Authority:

At the attention of: Serviço de Contratação Pública - IBMC

Address: Rua Alfredo Allen, 208; 4200-135 Porto, Portugal

E-mail address: procedimentosccp@ibmc.up.pt

To the Awardee:

At the attention of: [Complete]

Address: [Complete]

E-mail address: [Complete]

3. The addresses provided shall be valid for the purpose of any judicial summonses or notifications.
4. Any changes to the contact information provided in this Clause must be communicated to the other party.

Clause 35 - Integral Parts

1. *Annex I* to this Specifications Document forms an integral part thereof.
2. The Specifications Document and its annexes, as well as the other contractual documents, the Invitation, the awarded proposal, and all correspondence exchanged between the parties, always form an integral part of the contract.

Clause 36 - Calculation of Deadlines

1. The calculation of deadlines during the contract formation phase shall comply with the provisions of Article 470 of the PPC.
2. The calculation of deadlines during the contract execution phase shall comply with the provisions of Article 471 of the PPC.

ANNEX I - General and Technical Specifications

1. The goods to be supplied by the Awardee to the Public Contracting Authority, under the terms and conditions set out in these Specifications Document, will be requested by the Public Contracting Authority electronically, in accordance with its actual needs.
2. The goods supplied must be packed in suitable packaging, which must guarantee sufficient protection, avoiding spillages/loss of contents or contamination, and the conditions necessary for their perfect conservation.
3. The Awardee must carry out the transport, by himself or by a third party, in such a way as to guarantee that the products do not suffer any alteration in their composition, with external references:
 - a) Product names;
 - b) Expiry date of the products;
 - c) Number of units contained;
 - d) Brand;
 - e) Identification of the firm responsible for commercialization.
4. The information described in the previous paragraph must be written in Portuguese or English, legibly, visibly and indelibly.
5. Items delivered with insufficient, confusing, erased or incorrect information may be returned.
6. Products subject to an expiry date must be labelled with the batch and expiry period, both on the outer packaging and on the unit packet.
7. This Specifications Document includes the continuous supply of the laboratory reagents and consumables listed in the following table (except as described in Clause 10 of this Specifications Document):

Table I

Description	Reference	Estimated Quantities	Base Unit Price
AmplideX PCR/CE C9orf72 Kit	49581	5	3 150,00 €
AmplideX PCR/CE DM1 Kit	76048	1	1 975,00 €