



Contracting Authority | Navy Cultural Directorate

Expense Process Number | 3024005470

Procedure | Direct Adjustment

Object of the Contract | Provision of software license service for the Navy

Planetarium

CONTRACT Nº 167

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PART I

BASIC REFERENCE FACTS AND STAKEHOLDERS

Between the Portuguese State - Ministry of Defense - Navy Cultural Directorate, with tax ID number 600012662 and, headquarters at Praça do Império - Belém 1400-206, Lisbon, Portugal, represented by the Director of Naval Magazine, Rear Admiral, António Carlos Dias Gonçalves, under the delegated authority combined with articles 36º, 38º and 40º of the Public Procurement Code (PPC), hereinafter referred to as First Party,

AND

Carl Zeiss Jena GmbH, NIF: DE811120323, with head office in Carl Zeiss-Promenade 10, 07745 Jena, represented by Martin Kraus, who has the power to grant this contract, according to the supporting document they have shown, as the Second Party, this agreement is entered into.

CONTRACT DESCRIPTION:

Provision of software license service for the Navy Planetarium – 3024005470

PORTUGUESE PROCUREMENT CODE TYPE OF PROCEDURE:

Direct Adjustment in accordance with article 24, nº 1 e) iii), of PPC

PROCEDURE APPROVAL DISPACH:

Dispach in 17/07/2024, of Navy Cultural Director, Vice Admiral, Edgar Marcos de Bastos Ribeiro.

AWARD DISPACH:

Dispach in 20/08/2024, of Navy Cultural Director, Vice Admiral, Edgar Marcos de Bastos Ribeiro.

DRAFT CONTRACT APPROVAL DISPACH:

Dispach in 20/08/2024, of Navy Cultural Director, Vice Admiral, Edgar Marcos de Bastos Ribeiro.

PART II

CONTRACTUAL CLAUSES

FIRST - CONTRACT DETAILS

The purpose of this contract is the Provision of software license service for the Navy Planetarium.

SECOND - PREVALENCE

1. Form an integral part of the contract:
 - a. Supplies of errors and omissions in the specifications identified by the competitors, provided they are expressly accepted by the competent body for the decision to contract;
 - b. Clarifications and corrections related to the Tender Specifications;
 - c. Tender Specifications;
 - d. Proposal Awarded;
2. In the event of a divergence between the documents referred to in the preceding paragraphs, the prevalence shall be determined in the order in which they are indicated.

THIRD – SUPPLY DEADLINE

1. The lead-time for fulfilling the contractual obligations shall be that stated in the proposal of the Second Party, and no supply may exceed the contractual deadline.
2. The Second Party undertakes to provide the First Party with the goods and services object of this contract, with the characteristics, specifications and technical requirements that appear in the procedural parts and the presented proposal.

FOURTH – PRICE AND PAYMENT CONDITIONS

1. The contractual price is 36.660,00 €, without VAT, in accordance with the attached purchase order.
2. The payment term shall not exceed 60 (sixty) days from the date of approval of the invoice.
3. Pursuant to the provisions of article 326 of the PPC, and in case of delay of the public contractor in the fulfillment of pecuniary obligations, the contracting party has the right to default interest on the amount owed at the rate legally fixed for the effect for the period corresponding to the delay.
4. The obligation to pay default interest shall expire automatically, without the need for a new notice, after the period provided for in number 2 of this clause has elapsed.
5. In case of disagreement on the amount due, the public contractor must make payment on the amount in which there is agreement of the contracting party.
6. When the sums paid under the terms of the preceding paragraph are lower than those actually due to the contracting party, based on the assessment of claims deducted, he shall have the right to default interest on that difference, in accordance with paragraph 1 of article 326 of the PPC.
7. The delay in one or more payments does not determine the maturity of the remaining payment obligations.
8. Submit an application to the First Party to request the contractual position, identifying the transferee and the reasons and respective grounds.

9. Any payment can only be made after verification of the legal formalities in force for the processing of public expenditure.

FIFTH - ASSIGNMENT OF THE CONTRACTUAL POSITION

1. The Second Party may not assign its contractual position or any of the rights and obligations arising from the contract without the prior authorization of the First Party, and under the terms of the PPC.
2. For the purposes of the authorization referred to in the preceding paragraph, the successful tenderer shall:
 - a. Submit an application to the First Party to request the contractual position, identifying the assignee and the reasons;
 - b. Be submitted by the transferee all the documentation required of the successful tenderer in the present procedure;
 - c. The First Party shall assess in particular whether the transferee is not in any of the situations provided for in article 55 of the PPC and has the technical and financial capacity to ensure the exact and timely performance of the contract.
3. The Second Party may not subcontract under the contract executed without prior authorization of the First Party, and under the terms provided in the PPC.

SIXTH - BUDGETARY CHARGES

1. The estimated charge for the economic year 2024 is 36.660,00 €, without VAT, in accordance with the attached purchase order.
2. This contract will be supported by funds entered in the Portuguese Navy Budget, under the budget line with the economic code of expenditure D.07.01.08.A0.Ba – Software infor-outros, with the commitment number 3024605607.

SEVENTH – CONTRACT MANAGER

1. Pursuant to the provisions of article 290-A, in conjunction with article 96, paragraph 1, point i), both of the PPC and pursuant to Supply Director's appointment dispatch in paragraph 9 of the annex to the proposal for the adoption of this procurement procedure, the management of this contract is the responsibility of the [REDACTED] as Managers of this contract

EIGHTH - 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, considering paragraph 1 of clause Second of this contract.

NINTH – General Data Protection

1. The second party undertakes to ensure compliance with the obligations arising from the General Data Protection Regulation (GDPR) – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and other applicable legislation related to personal data, during the term of the contract and, whenever required, after its termination, namely:
 - a. Use the personal data to which it has access or that are transmitted to it by the first party exclusively for the purposes specified in the contract.

- b. Maintain personal data strictly confidential, complying with and ensuring compliance with the duty of professional secrecy regarding the same.
 - c. Provide the first party with all necessary collaboration to clarify any issues related to the processing of personal data under the contract.
 - d. Ensure compliance with the GDPR and other legislation related to data protection.
 - e. Not copy, reproduce, adapt, modify, alter, delete, destroy, disseminate, transmit, disclose, or in any other way make available to third parties the personal data to which it has access or that are transmitted to it by the first party under the contract, except when expressly communicated in writing by the first party or when required by legal obligations.
 - f. Implement the security measures provided for in Article 32 of the GDPR, ensuring the confidentiality, integrity, availability, and resilience of personal data processing systems and services.
2. The second party assumes liability for any harm suffered by the first party due to the processing of personal data by the second party and/or its employees in contravention of relevant legal standards.

TENTH- JURISDICTION

3. In all matters not expressly provided for in this contract, or in the documents that form an integral part of it, the provisions contained in the Specifications shall apply, in addition to the PPC and other applicable legal provisions.
1. The Second Party shall keep confidential all information and documentation, technical and non-technical, commercial or other related to the activity of the Supply Directorate that may be known under or in connection with the execution of the contract.
2. For the resolution of all disputes arising from the contract, the jurisdiction of the Administrative Court of Lisbon is stipulated, expressly waiving any other.

First Party,

Em regime de suplência nos termos
do artigo 42.º do Código do
Procedimento Administrativo

██████████

Second Party,

António Carlos Dias Gonçalves
REAR ADMIRAL

Martin Kraus



MINISTÉRIO DA DEFESA NACIONAL
MARINHA

Purchase Order nº 330402435
Data: 2024-07-26

Purchaser:
Museu de Marinha
Praça do Império
1400-206 Lisboa
Portugal
NIF: 600012662

Supplier nº:300374
CARL ZEISS JENA GMBH
PROMENADE, 10
07745 JENA
Germany
NIF: 811120323

E-mail: matthias.herols@zeiss.com

Our Process (NPD) nº: 3024005470

The number of this purchase order must be on every document and package related with.

Item	NSN/Service Code	Description	Delivery time	Qty	Unit of issue	Unit price/ per
CAGE Code/Part Number						
Value (EUR)						
00010	72268000	SOFTWARE DELIVERY SERVICE	30 days	1	EA	27.800,00/1 EA
27.800,00						
	VAT 0%					0,00

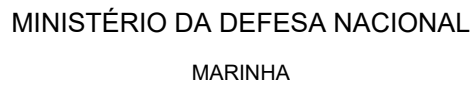
Remarks:

Software Delivery Service

Remarks:

Software Uniview Producer

Nº/Commitment: 3024605607/001



Processed for Computer



MINISTÉRIO DA DEFESA NACIONAL
MARINHA

Purchase Order nº **330402435**
Date: **2024-07-26**
