

**CASA DO ARROZ**

SUSTAINABLE EU RICE – DON'T THINK TWICE

**TENDERING PROCEDURE  
FOR THE SELECTION OF THE IMPLEMENTING BODY  
OF THE “*SUSTAINABLE EU RICE - DON'T THINK TWICE*” PROJECT**

**PROCEDURE SPECIFICATIONS**

# CASA DO ARROZ

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## PROCEDURE SPECIFICATIONS

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### PROCEDURE SPECIFICATIONS

#### § 1 – Tender identification

The present tendering procedure aims at selecting an implementing body responsible for the “Sustainable EU Rice – Don’t think twice” information and promotion service program, concerning actions to promote the sustainable aspect of rice grown in the European Union (see project available as indicated below in § 2.2), as approved for funding in the frame of 2019 Chafea call for proposals on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries in accordance with Regulation (EU) no. 1144/2014 of the European Parliament and of the Council.

#### § 2 – Contracting entity

**2.1.** The contracting entity is Casa do Arroz – Associação Interprofissional do Arroz-CdA from Lisbon (Portugal) in his capacity of co-ordinator of the to-be-formed “Sustainable EU rice – Don’t think twice” consortium, in partnership with Ente Nazionale Risi-ENR from Milano (Italy) and Syndicat des Riziculteurs de France et Filière-SRFF from Arles (France).

**2.2.** The tender dossier consists of the Notice, the present Procedure Specifications and the Service Project, all available in digital format if requested to [casadoarroz.oi@gmail.com](mailto:casadoarroz.oi@gmail.com) or [srff@riziculture.fr](mailto:srff@riziculture.fr) or downloaded at url [http://www.enterisi.it/servizi/bandi/bandi\\_fase02.aspx?ID=2337](http://www.enterisi.it/servizi/bandi/bandi_fase02.aspx?ID=2337).

**2.3.** Within the framework of Commission Delegated Regulation EU 2015/1829 of 23 April, which complements Regulation 1144/2014 of the European Parliament and of the Council on the implementation of promotion actions of agricultural products in the internal market, Casa do Arroz, as the coordinator, undertakes to select the body responsible for implementing the “Sustainable EU Rice – Dont’ think twice” program.

#### § 3 – Clarifications, rectifications and modifications of tender files

**3.1.** The entity responsible for providing clarifications is Casa do Arroz.

**3.2.** Requests for clarification should be addressed to the following email address: [casadoarroz.oi@gmail.com](mailto:casadoarroz.oi@gmail.com).

**3.3.** Clarifications necessary for the proper understanding and interpretation of the procedure must be sought by the interested parties in writing within the first third of the deadline set for submission of tenders. Within the same time-limit, interested parties must submit a list in which they identify, expressly and unambiguously, the mistakes and omissions which they have detected in the tender files.

**3.4.** By the end of the second third of the deadline for submission of tenders, Casa do arroz shall provide the requested clarifications and decide on the mistakes and omissions identified by the interested parties by the end of that period.

**3.5.** Clarifications, corrections and lists identifying errors and omissions detected by interested parties will be annexed to the specifications open for consultation and all interested parties who have acquired them shall be notified immediately thereof.

**3.6.** The clarifications provided and the corrections made will be part and parcel of the specifications and/or annexes to which they relate and shall prevail over them in case of divergence.

#### § 4 – Method and deadline for submission of tenders

**4.1.** The proposal and its annexes must be delivered to Casa do Arroz offices, located in FIPA – Edifício Rosa, 1º andar, Rua da Junqueira 39, 1300-307 Lisboa – Portugal, by 4.30 pm (GMT) of the 2<sup>nd</sup> December 2019.

**4.2.** All files composing the proposal must be written in English, except the copies of documents and certificates not originally produced for the participation in the present procedure.

**4.3.** The tenderer shall declare his willingness to contract and indicate the conditions under which he is willing to do so. The proposal must be signed by the bidder or his legal representatives.

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#### § 5 – Aspects of contract execution subject to competition

5.1. The maximum value by which Casa do arroz intends to contract the execution of the service program is € 1,040,345 (one million, forty thousand, three-hundred and forty-five), split on the following actions and fixed on the Detailed Budget Table, contained in Annex I of this procedure's project:

- Public relations
- Website, social media
- Advertising
- Communication tools
- Events
- Point-of-sale (POS) promotion
- Evaluation of results

5.2. The total bid will be considered abnormally low when the total amount resulting from the bid is 10% or more below the base price, in which case the bidder must add a note justifying the bid price inside the Price Envelope (see § 6).

#### § 6 – Documents of the proposal

6.1. The proposal shall consist of the following files, incorporated as the case may be in the following sub-envelopes:

##### Applicant Envelope

- Declaration by the bidder accepting all provisions of the specifications (Annex II)
- Declaration of honor of no conflict of interest

##### Technical Envelope

Technical offer drawn up according to the attached Annex I, containing the following documents:

- Scheduling of actions and activities,
- Documents containing examples (mockups, images, photos, slogans, trailer, projects, campaigns, etc.),
- Financial Report and Accounts of the last 3 years or equivalent documents.

##### Price Envelope

Sealed and signed envelope containing the following documents:

- Statement of the total bid price, with separate reference to the value of the various actions (expressed in figures, VAT excluded. VAT will be added to the legal rate in force),
- Explanatory Note to the Proposed Price.

6.2. The offer and all of its annexes and attachments shall be signed by the tenderer or by his agents.

#### § 7 – Term of validity of tenders

7.1. Bidders are required to keep their bids for a period of 66 days from the expiry date of the deadline for submission of bids.

7.2. In the event of the Grant Agreement between Chafea and the “Sustainable EU Rice – Don't think twice” to-be-formed consortium not being signed as scheduled, the formal signature of contract for the program execution will be accordingly delayed.

7.3. Should Chafea withdraw the funding to the “Sustainable EU Rice – Don't think twice” service program, the awarding of the present procedure shall be equally subject to withdrawal, without any rights of the successful tenderer to compensation for damage and/or to enforcement in this respect.

#### § 8 – Opening of the bids, clarifications, supply of missing documents

8.1. The jury of the procedure, composed of Pedro Monteiro from Casa do Arroz, Roberto Magnaghi from Ente Nazionale Risi and Bertrand Mazel from Syndicat des Riziculteurs de France et Filière, will meet to evaluate the proposals on 5<sup>th</sup> December 2019 at Casa do arroz headquarters in Lisbon.

8.2. For the exam of the proposals, the jury will first open all Applicant Envelopes to identify the tenderers. Once a complete list is made, the jury will open the Technical Envelopes and evaluate the

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technical proposals contained, rating every one of them under sub-criteria F2 and F3 (see § 10). After each tenderer has been technically assessed under both sub-criteria, the jury will proceed to open the Price Envelopes, assess the F1 score (see § 10) and, in the end, calculate the global score reached by each bidder so as to draw up the final ranking.

**8.3.** The jury may ask the bidders for any clarifications on the bids it deems necessary for their analysis and evaluation, and withhold the effectiveness of the award until the clarifications are made available to the jury within a maximum of 2 working days.

**8.4.** The clarifications provided by their competitors are an integral part of them, provided that they do not contradict the elements contained in the documents that constitute them, do not alter or complete their respective attributes, nor are they intended to cover omissions that determine their exclusion.

**8.5.** Any missing documents on the proposal may be requested by the jury and must be delivered to include on the proposal within a maximum of 2 working days.

### **§ 9 – Duration, payments, early termination, applicable law of the contract and competent court**

**9.1.** The overall duration of the contract will be 3 years from the date of signature (or of commencement, if different).

**9.2.** Payments will be made to the contractor on a four-month-basis upon presentation of all invoices and details of the singles activities performed, in accordance with the service program and schedule submitted in the tender and subsequently approved (with possible amendments) by the contracting entity.

**9.3.** The delay in implementation may result, at the sole discretion of Casa do arroz in his capacity of coordinator, in the application of a penalty of 1‰ of the contract price a day with respect to scheduled deadlines.

**9.4.** An improper performance and/or the failure to comply with the service program as approved after the award may result in the right of the contracting entity to request the early termination of the contract, without prejudice to the right to damages.

**9.5.** All disputes arising from the interpretation and performance of the contract shall be subject to Portuguese law. Lisbon shall be the competent court.

### **§ 10 – Award criteria**

**10.1** The contract will be awarded to the best-value-for-money tender, according to the following assessment criteria:

#### **F1 - Price – 15% of the global score**

A score between the minimum value of 0 (zero) and a maximum of 15 (fifteen) from the assessment of the price factor will result from the assessment of the price factor, according to the following formula:

$$F1 = (BP - PP)/BP \times 15$$

Considering:

BP = base price

PP = price of the proposal,

the score obtained by applying this formula will be rounded up or down to the nearest cent.

#### **F2 – Creative and technical value of the proposal – 45% of the global score**

The creative and technical value of the proposal will be assessed by the combination of three sub-criteria:

F2.1 - Aesthetic characteristics – 15%;

F2.2 - Functional suitability characteristics – 15%;

F2.3 - Design – 15%.

The application of these sub-criteria will be based on a qualitative assessment of the content of each descriptor mentioned in the tables below.

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<b>F2.1 – Aesthetic characteristics</b>	Score
Very satisfactory evidence of the acronym “EU Rice - Don’t think twice”	15
Satisfactory evidence of the acronym “EU Rice - Don’t think twice”	10
Inadequate or no evidence of the acronym “EU Rice - Don’t think twice”	0

<b>F2.2 – Functional suitability characteristics</b>	Score
The proposal is functionally well suited to the contract purpose.	15
The proposal is functionally suited to the contract purpose.	10
The proposal is not functionally suited to the contract purpose	0

<b>F2.3 - Design*</b>	Score
The final object of the submitted proposal is visible to all potential recipients	15
The final object of the submitted proposal is only visible by part of the potential recipients	10
The final object of the submitted proposal is not visible by the potential recipients	0

\* Recipients should vary in age and academic qualifications. The score below 50% is rated with 0 points, above 50% and up to 75% with 5 points and above 75% with 10 points.

### **F3 - Experience of the contractor, staff qualification and financial standing – 40% of the global score**

The criterion concerned will be assessed by the combination of three sub-criteria:

F3.1 – Experience of the contractor – 20%;

F3.2 – Qualification of staff – 10%;

F3.3 - Financial standing – 10%.

The assessment of these sub-criteria will be based on a qualitative assessment of the content of each of the descriptors mentioned in the evaluation tables below.

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<b>F3.1 – Experience of the contractor</b>	Score
The entity demonstrates the execution of similar actions (namely promotion of agricultural products with Chafea funding) for more than 7 years	20
The entity demonstrates the execution of other similar actions (namely promotion of agricultural products) for more than 7 years	14
The entity demonstrates the execution of similar actions (namely promotion of agricultural products with Chafea funding) for more than 3 years and less than 7 years	10
The entity demonstrates the execution of other similar actions (namely promotion of agricultural products) for more than 3 years and less than 7 years	6
The entity demonstrates the execution of similar actions (namely promotion of agricultural products with Chafea funding) for less than 3 years	2
The entity demonstrates the execution of other similar actions (namely promotion of agricultural products) for less than 3 years	0

<b>F3.2 – Qualification of staff</b>	Score	
	Qualification**	Experience
Total of the contract execution staff* have qualifications and experience in the execution of similar actions (namely promotion of agricultural products programs with Chafea funding)	5	5
Part of the contract execution staff* have qualifications and experience in the execution of similar actions (namely promotion of agricultural products programs with Chafea funding)	2,5	2,5
None of the contract execution staff* have qualifications and experience in the execution of similar actions (namely promotion of agricultural products programs)	0	

\* Contract execution staff must include, at least, 1 project manager + 1 assistant + 1 trainee

\*\* At least 1 promotion of agricultural products program implementation during the current year (2019).

<b>F3.3 – Financial capacity*</b>	Score
The executing entity demonstrates to have the financial capacity to perform the actions object of the contract**	10
The executing entity does not demonstrate to have the financial capacity to perform the actions object of the contract**	0

\* The financial capacity shall be assessed with reference to the balance sheet, income statement and cash flow statement of

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*the last 3 years.*

*\*\* The minimum requirement is a 2018 sales volume higher than the maximum value by which the contracting entity intends to contract. This is a necessary but in itself not sufficient condition to demonstrate the financial capacity requested.*

**10.2.** The global score will therefore be: Proposal Value (PV) = (0.15 x F1) + (0.45 x F2) + (0.40 x F3)

**10.3.** If the tiebreaker is necessary, the tiebreaker criterion to apply will be the highest score obtained adding factors F2 and F3. If the tie persists, the criterion is the one with the highest value when adding factors F1 and F3.

**10.4.** If a tender scores 0 (zero) in any of the sub-criteria it shall immediately be excluded and its Price Envelope shall be kept unopened and archived for possible Chafea audit missions.

#### **§ 11 – Insurance and contract guarantee**

**11.1.** It is the contractor's responsibility to cover the following risks by means of insurance contracts: accidents at work/personal, civil liability.

Before awarding the tender, Casa do Arroz will require documentary evidence of the conclusion of the insurance contracts referred to in the preceding paragraph, the contractor having to supply it within 10 days.

**11.2.** Before signing the contract, a bank or insurance guarantee with a value of 10% of the contract price shall be made available in favor of Casa do arroz in its capacity of coordinator of the to-be-formed consortium. During the contract execution, the contracting entity shall have the right to enforce the guarantee for:

- any additional expenses incurred for in the completion of services in the event of early termination of the contract to the detriment of the contractor;
- the payment of the amount due by the contractor for any failure to comply with the rules and regulations of collective agreements, laws and regulations on the protection, protection, insurance, assistance and physical safety of workers involved in the execution of the contract;
- the payment of any penalties imposed on the contractor.

#### **§ 12 – Applicable Law**

The procedure is ruled by:

- Portuguese law,
- Commission Delegated Regulation EU 2015/1829 of 23 April complementing Regulation 1144/2014 of the European Parliament and of the Council,
- Commission Implementing Regulation UE 2015/1831 of 7 October.

Lisbon, 11<sup>th</sup> November 2019

Casa do Arroz  
Associação Interprofissional do Arroz  
The President

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## ANNEX I

Language EN

### Detailed Budget Table

Acronym Sustainable EU Rice

ID Proposal SEP-210589157

Headings	Years	A. Direct personnel costs	B. Direct cost of subcontracting	C. Other direct costs	TOTAL
<b>1. Project coordination</b>					
Personnel cost of the proposing organisation(s)					
	Year 1	6 000.00			<b>6 000.00</b>
	Year 2	6 000.00			<b>6 000.00</b>
	Year 3	6 000.00			<b>6 000.00</b>
Other costs of project coordination					
	Year 1			19 200.00	<b>19 200.00</b>
	Year 2			53 400.00	<b>53 400.00</b>
	Year 3			19 200.00	<b>19 200.00</b>
<b>TOTAL</b>		<b>18 000.00</b>	<b>0.00</b>	<b>91 800.00</b>	<b>109 800.00</b>

<b>2. Public relations</b>					
Continuous PR activities (PR office)					
	Year 1	2 100.00	6 000.00		<b>8 100.00</b>
	Year 2	2 100.00	6 000.00		<b>8 100.00</b>
	Year 3	2 100.00	6 000.00		<b>8 100.00</b>
Press events					
	Year 1				<b>0.00</b>
	Year 2				<b>0.00</b>
	Year 3				<b>0.00</b>
<b>TOTAL</b>		<b>6 300.00</b>	<b>18 000.00</b>	<b>0.00</b>	<b>24 300.00</b>

Headings	Years	A. Direct personnel costs	B. Direct cost of subcontracting	C. Other direct costs	TOTAL
<b>3. Website, social media</b>					
Website setup, updating, maintenance					
	Year 1		2 500.00		<b>2 500.00</b>
	Year 2		500.00		<b>500.00</b>
	Year 3		500.00		<b>500.00</b>
Social media (accounts setup, regular posting)					
	Year 1	2 100.00	4 800.00		<b>6 900.00</b>
	Year 2	2 100.00	4 800.00		<b>6 900.00</b>
	Year 3	2 100.00	4 800.00		<b>6 900.00</b>
Other (mobile apps, e-learning platforms, webinars, etc.)					
	Year 1				<b>0.00</b>
	Year 2				<b>0.00</b>
	Year 3				<b>0.00</b>
<b>TOTAL</b>		<b>6 300.00</b>	<b>17 900.00</b>	<b>0.00</b>	<b>24 200.00</b>

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4. Advertising					
Print					
	Year 1		6 500.00		<b>6 500.00</b>
	Year 2		6 500.00		<b>6 500.00</b>
	Year 3		13 000.00		<b>13 000.00</b>
TV					
	Year 1				<b>0.00</b>
	Year 2				<b>0.00</b>
	Year 3				<b>0.00</b>
Radio					
	Year 1				<b>0.00</b>
	Year 2				<b>0.00</b>
	Year 3				<b>0.00</b>
Online					
	Year 1		1 440.00		<b>1 440.00</b>
	Year 2		1 440.00		<b>1 440.00</b>
	Year 3		1 440.00		
Outdoor, cinema					
	Year 1	2 100.00	49 500.00		<b>51 600.00</b>
	Year 2	2 100.00	36 000.00		<b>38 100.00</b>
	Year 3	2 100.00	36 000.00		<b>38 100.00</b>
<b>TOTAL</b>		<b>6 300.00</b>	<b>151 820.00</b>	<b>0.00</b>	<b>158 120.00</b>

5. Communication tools					
Publications, media kits, promotional merchandise					
	Year 1	2 100.00	27 850.00		<b>29 950.00</b>
	Year 2	2 100.00	19 100.00		<b>21 200.00</b>
	Year 3	2 100.00	15 850.00		<b>17 950.00</b>
Promotional videos					
	Year 1		9 000.00		<b>9 000.00</b>
	Year 2				<b>0.00</b>
	Year 3				<b>0.00</b>
<b>TOTAL</b>		<b>6 300.00</b>	<b>71 800.00</b>	<b>0.00</b>	<b>78 100.00</b>

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6. Events					
Stands at trade fairs					
	Year 1				0.00
	Year 2		126 725.00		126 725.00
	Year 3				0.00
Seminars, workshops, B2B meetings, trainings for trade/cooks, activities in schools					
	Year 1	3 000.00	31 225.00		34 225.00
	Year 2	3 000.00	31 225.00		34 225.00
	Year 3	3 000.00	31 225.00		34 225.00
Restaurant weeks					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Sponsorship of events					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Study trips to Europe					
	Year 1		48 300.00		48 300.00
	Year 2		48 300.00		48 300.00
	Year 3		48 300.00		48 300.00
Other events					
	Year 1		25 644.00		25 644.00
	Year 2		30 774.00		30 774.00
	Year 3		41 032.00		41 032.00
<b>TOTAL</b>		<b>9 000.00</b>	<b>462 750.00</b>	<b>0.00</b>	<b>471 750.00</b>

7. Point-of-sale (POS) promotion					
Tasting days					
	Year 1	3 000.00	97 625.00		100 625.00
	Year 2	3 000.00	97 625.00		100 625.00
	Year 3	3 000.00	97 625.00		102 441.00
Other: promotion in retailers' publications, POS advertising (shelf talkers, posters, etc.), promotion in canteens					
	Year 1				0.00
	Year 2			1 494 133.00	0.00
	Year 3				0.00
<b>TOTAL</b>		<b>9 000.00</b>	<b>292 875.00</b>	<b>0.00</b>	<b>301 875.00</b>

9. Evaluation of results					
Evaluation of results					
	Year 1	2 100.00	8 400.00		10 500.00
	Year 2	2 100.00	8 400.00		10 500.00
	Year 3	2 100.00	8 400.00		10 500.00
<b>TOTAL</b>		<b>6 300.00</b>	<b>25 200.00</b>	<b>0.00</b>	<b>31 500.00</b>

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Headings	Years	A. Direct personnel costs	B. Direct cost of subcontracting	C. Other direct costs	TOTAL
<b>Other eligible costs of PO</b>					
Other eligible costs of PO (audit certificates, guarantee for prefinancing, non-recoverable VAT)					
	Year 1			94 101.00	<b>94 101.00</b>
	Year 2			117 146.00	<b>117 146.00</b>
	Year 3			83 241.00	<b>83 241.00</b>
<b>TOTAL</b>		<b>0.00</b>	<b>0.00</b>	<b>294 488.00</b>	<b>294 488.00</b>
<b>Total all headings</b>					
	Year 1	<b>22 500.00</b>	<b>318 784.00</b>	<b>113 301.00</b>	<b>454 585.00</b>
	Year 2	<b>22 500.00</b>	<b>417 389.00</b>	<b>170 546.00</b>	<b>610 435.00</b>
	Year 3	<b>22 500.00</b>	<b>304 172.00</b>	<b>102 441.00</b>	<b>429 113.00</b>
<b>SUB-TOTAL</b>		<b>67 500.00</b>	<b>1 040 345.00</b>	<b>386 288.00</b>	<b>1 494 133.00</b>
<b>Indirect costs of POs (max. 4 % of direct personnel costs of POs)</b>					
<b>GRAND TOTAL</b>					

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**ANNEX II**

1 ... (name, identification document number and address), acting as legal representative of (1) ... (name, tax identification number and registered office or, in the case of concurrent grouping, firms, having become fully aware of the main specifications relating to the performance of the contract to be concluded following the procedure for the selection of the implementing body of the “Sustainable EU Rice – Dont’ think twice” service program, hereby declares that its representative (2) undertakes to perform the said contract in accordance with the content of the said specifications, which it declares to accept without reservation all its clauses.

2 It also declares that it will execute the said contract in accordance with the following documents, attached hereto (3):

- a) \_\_\_\_\_,
- b) \_\_\_\_\_,

3 It further declares that it renounces the special forum and that it will be subject, in all respects to the performance of the said contract, to the provisions of the applicable Portuguese legislation.

4 The declarant is fully aware that the provision of false declarations implies, as the case may be, the exclusion of the tender submitted or the expiry of any award that may fall upon it.

5 In accordance with EU Reg. 2016/7, the applicant declares that:

- it does not incur in any grounds of exclusions such as participation in a criminal organization, corruption, fraud, terrorist offences or offences linked to terrorist activities, money-laundering or terrorist financing, child labour and other form of human trafficking, insolvency, conflict of interest, gross professional misconduct;

*alternatively*

- it incurs in the following grounds of exclusion: \_\_\_\_\_  
(please see above).

6 *If applicable*

The applicant declares that it can provide the following certificates on quality assurance schemes and/or environmental management systems or standards:

- \_\_\_\_\_  
i
- \_\_\_\_\_

(place), ... (date), ... [signature].

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<sup>i</sup>(1) Applicable only to competitors who are legal persons.  
(2) If the competitor is a natural person, delete the words 'its representative'.  
(3) List all documents constituting the proposal other than this declaration.