



The English version of the documents of the INTERNATIONAL PUBLIC TENDER – within the framework of the Project approved by COMPETE – SIAC – NOTICE NO. 02/SIAC/2015 – Application no. 015011 – INTERCORK III, is only to facilitate the reading of the competing entities. The original documents which are valid for legal purposes are those made available in Portuguese.

INTERNATIONAL PUBLIC TENDER within the programme approved by the COMPETE - SIAC - NOTICE NO. 02/SIAC/2015 - Application no. 015011 - INTERCORK III

(under the Public Procurement Code, approved by Decree- Law 18/2008 of 29 January, as amended and republished by Decree- Law 278/2009 of 2 October with the amendments referred to in Decree- Law 149/2012 of 12 July and further amendments and applicable legislation)

International public tender for the campaign for promotion of cork stoppers in the United States of America (USA), France, Italy, Germany, United Kingdom, China, Spain and Brazil, of design in Sweden and Denmark, of construction and decoration materials in Germany, promotion of new applications and also development of promotional videos.



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TENDER PROCEDURE BRIEF

International public tender for the campaign for promotion of cork stoppers in the United States of America (USA), France, Italy, Germany, United Kingdom, China, Spain and Brazil, of design in Sweden and Denmark, of construction and decoration materials in Germany, promotion of new applications and also development of promotional videos.

Article 1

Tender identification and object

1. International public tender for the campaign for promotion of cork stoppers in the United States of America (USA), France, Italy, Germany, United Kingdom, China, Spain and Brazil, of design in Sweden and Denmark, of construction and decoration materials in Germany, promotion of new applications and also development of promotional videos.
2. The tender object comprises several lots, broken down in the Appendices to the Detailed Specifications (article 22 and 132 (3) and (4) of the Public Procurement Code (C.C.P)).

Article 2

Awarding entity

The awarding entity is APCOR – Associação Portuguesa da Cortiça (Portuguese Cork Association), tax identification number 500843040, telephone no. +351 227 474 040, fax +351 227 474 049 and e-mail realcork@apcor.pt.

Article 3

Body making the decision to contract

The decision to contract lies with the Board of Directors of the Awarding Entity, under article 36 and article 20 (1) (b) of the Public Procurement Code, approved by Decree-Law 18/2008 of 29 January, amended and republished by Decree-Law No. 278/2009 of 2 October with the amendments referred to in Decree- Law 49/2012 of 12 July, hereinafter referred to as P.P.C.



Article 4

Mandatory requirements for admissibility of tenderers

1. A tenderer in this procedure is any natural or legal person who submits a bid. Competing bidders may submit a proposal for one or more lots, but just one proposal for each lot.
2. Groups of natural or legal persons may tender, without there existing any form of legal association between them and without prejudice to the tender document rules and other rules provided for in the P.P.C.
3. All members of a tendering group are jointly and severally liable vis-à-vis the Awarding Entity for the validity of the proposal.
4. In case of contract award, before signing the contract, all members of a tendering group, and only they, must form a consortium, an association of undertakings or a company, specifically incorporated for the purpose.
5. With the exception of lot 12, when the company object of one of the companies, consortia or associations of undertakings includes publicity, marketing or communication, can they submit bids, as the activity to be exercised by the tenderers must have the power to execute the contract regarding the services object of the procedure.
6. Under the terms of article 19 of the Tender Procedure Brief, the successful bidder, or bidders must submit to the awarding entity authorising documents confirming the ability and admissibility of tenderers according to the requirements defined in this article.
7. Entities under the conditions laid down in article 55 of the P.P.C. may not apply, tender or participate in a tendering group.

Article 5

Consultation and availability of tender documents

1. Tender documents are fully available at APCOR's Electronic Platform for Public Procurement under <https://www2.compraspt.com/cpt-apcor/faces/app/dashboard.jsp>, from the day following publication of the tender notice in the Diário da República (Official Gazette) until the deadline for the submission of bids expires.



2. To download the tender documents, the tenderers must register on the platform according to the instruction manual available on the platform.

Article 6

Clarifications and amendment to tender documents

1. Clarifications for the good understanding and interpretation of the tender documents must be requested from the awarding entity by interested bidders via the electronic platform for public procurement under <https://www2.compraspt.com/cpt-apcor/faces/app/dashboard.jsp> in the appropriate area, within the first third of the deadline period set for submission of bids.
2. During the period of submission of bids, APCOR may, if deemed necessary, hold public information sessions in locations to be defined. These may take place in national territory or in the target countries of the campaigns, with a view to presenting to the public the InterCork III Project. The dates and locations of the sessions to be held are identified on the platform <https://www2.compraspt.com/cpt-apcor/faces/app/dashboard.jsp> and the APCOR site www.apcor.pt.
3. The aforementioned clarifications in point 1 will be provided by the jury through the electronic platform for public procurement under <https://www2.compraspt.com/cpt-apcor/faces/app/dashboard.jsp> by the end of the second third of the deadline period set for submission of bids.
4. The interested bidders may also submit lists of errors or omissions of the contract specifications prior to the completion of five-sixths of the period set for the submission of bids, under the terms of article 61 of the P.P.C. These lists will be handled by the awarding entity according to the P.P.C.
5. Copies of clarifications provided and corrections of errors or omissions will be attached to the tender documents on the electronic platform for public procurement under <https://www2.compraspt.com/cpt-apcor/faces/app/dashboard.jsp>, and interested bidders who have collected the tender dossier will be notified of them via the platform.



Article 7

Base Price

1. The base price for all the lots up for tender and respective contracts is EUR 4,350,000.00 (four million three hundred and fifty thousand euros). Bids cannot include Value Added Tax (VAT).
2. The maximum base price for each lot are as follows:

| N.º | Lot Designation | Base Price |
|-----|--|---------------|
| 1 | Campaign for Promotion – Corks USA | €1 200 000.00 |
| 2 | Campaign for Promotion – Corks FRANCE | €600 000.00 |
| 3 | Campaign for Promotion – Corks ITALY | €300. 000.00 |
| 4 | Campaign for Promotion – Corks GERMANY | €200 000.00 |
| 5 | Campaign for Promotion – Corks UNITED KINGDOM | €600 000.00 |
| 6 | Campaign for Promotion – Corks CHINA | €450 000.00 |
| 7 | Campaign for Promotion – Corks SPAIN | €140 000.00 |
| 8 | Campaign for Promotion – Corks BRAZIL | €60 000.00 |
| 9 | Campaign for Design SWEDEN and DENMARK | €60 000.00 |
| 10 | Campaign for Promotion – MCD – GERMANY | €400 000.00 |
| 11 | Campaign for Promotion - NEW APPLICATIONS CORK | €250 000.00 |
| 12 | Development of Promotional VIDEOS | €90 000.00 |
| | | €4 350 000.00 |

3. Bids must be individualized and only one bid submitted for each lot.
4. Prices in the bids must be indicated in figures and in full excluding VAT, but shall include all taxes and charges applicable in each country.
5. Should any discrepancy occur, bid prices indicated in full shall prevail for all effects.
6. Tenderers must indicate the price for each lot for which they submit bids.



Article 8

Bid documents

The bid must comprise the following documents:

1. A statement issued according to the model in Appendix B;
2. Documents prepared by tenderers containing the bid conditions under which the tenderer purports to contract, according to the object of the contract to be signed and the aspects of its performance put out to tender through the Contract Specifications;
3. Document or a statement containing the grounds for proposing an unusually low price, when such a price is equal to, or lower than 50% of the basic price mentioned in article 7.
4. Justification of price.
 - a. A description of the material resources and equipment to be assigned to the provision of services, including a justification of costs for the human resources requested in the Contract Specifications;
 - b. In addition to the methodology proposed for this provision of services, a technical proposal indicating the performance method of the assignment, human resources and materials to be used, specifications and equipment.
5. Budget, discriminated by year and by type of cost, in accordance to Clause 4 of the Contract Specifications.
6. Schedule with the sequence of actions and tasks proposed, containing the envisaged time allocated and its suitability and interrelation with the project.

Article 9

Variant bids, negotiation and procurement by lots

1. Bids with variants are not admissible nor shall there be any negotiation.
2. The object of the tender comprises several lots, described in the appendices to the Contract Specifications (articles 22 and 132 (3) and (4) of the P.P.C.).



3. The submission of bids for the provision of services for only part of the lots put out to tender and broken down in the appendices to the Contract Specifications (articles 22 and 132 (3) and (4) of the P.P.C.) is admissible.
4. Tenderers must submit a bid for the provision of services for all the lots (one for each lot), or for each lot considered individually.
5. Therefore, there may be several awards and contracts with as many successful bidders as there are lots (Articles 22 and 132 paragraphs 3 and 4, P.P.C.).
6. Bids shall be assessed on the basis of individual lots, and more than one contract may be awarded for each lot considered individually.
7. The specific rules applicable to each lot are made up of this Tender Procedure Brief, the Detailed Specifications and the Specifications identifying and forming the Appendices to the Detailed Specifications that actually define the lots.

Article 10

Deadline and location for submission of bids

1. Bids and related documents shall be delivered by 5.00 pm of the 75th day (Saturdays, Sundays and bank holidays included), on APCOR's electronic platform under <https://www2.compraspt.com/cpt-apcor/faces/app/dashboard.jsp>, counting from the day following publication of the tender notice in the OJEU - the Official Journal of the European Union.
2. Amongst other legal reasons provided for in the P.P.C. and other legal provisions in force, bids submitted beyond the deadline mentioned in previous paragraph 1 will be excluded.

Article 11

Form of presentation of the documents accompanying the bid and language

1. Interested parties may, until the end of the first third of the deadline for the submission of bids, apply for the restriction of viewing of the documents constituting the bid, for the purpose of restricting or limiting access to them by the other stakeholders, in particular for



reasons of trade secret, industrial, military or other. They must make the request for such in writing on the platform <https://www2.compraspt.com/cpt-apcor/faces/app/dashboard.jsp>

2. Bids and related documents shall be submitted on the electronic platform. Documents making up the bid must be written in Portuguese or, exceptionally, in English.
3. Support and complementary materials of the proposal submitted, if any and if they cannot be submitted on the platform may be sent to the Awarding Entity's registered office (APCOR – Associação Portuguesa da Cortiça. Av. Comendador Henrique Amorim, n. 580, Apartado 100, 4536-904 Santa Maria de Lamas, Portugal), according to the following:
 - a. It should be enclosed in an opaque, sealed envelope, bearing the designation of the procedure and indicating the awarding entity's name;
 - b. It must be delivered directly or sent by registered mail to the awarding entity, and shall, in any event, be received within the deadline period set for submission of bids;
 - c. Receipt must be registered with the respective date and time.

Article 12

Awarding criterion

1. The awarding criterion is constituted by the most economically advantageous bid.
2. Bids from admitted tenderers will be assessed according to this criterion, with the aim of selecting the most advantageous bid in each lot, in conformity with the terms set out in the Assessment rules (Annex A).

Article 13

Bids assessment and clarification

1. The bids will be analysed from the point of view of all their attributes represented by factors and subfactors which compose the contract award criterion and the terms and conditions.



2. After the bid assessment and the application of the contract award criteria, the Jury will prepare a well-founded preliminary report, in which it will propose a ranking order.
3. The bid assessment will focus on each lot, taken individually, which will be valued, taking into account the conditions under which the tenderer purports to contract, presented by the tenderer for each lot.
4. Bids shall be assessed on the basis of individual lots, and more than one contract will be awarded, for each lot considered individually.
5. The Jury may request whatever clarifications from the tenderers about their respective bids that it considers necessary to conduct its analysis and assessment.
6. In the preliminary report, the Jury will also propose the disqualification of bids, under the terms of article 146 of the P.P.C. and of tender documents.

Article 14

Preliminary hearing

1. The preliminary report will be prepared by the Jury and sent out to all tenderers through the platform <https://www2.compraspt.com/cpt-apcor/faces/app/dashboard.jsp>, a deadline of 5 working days being set for them to present their comments, also in writing, under the right to preliminary hearing, according to the provisions of article 147 of the P.P.C.
2. After the deadline for preliminary hearing the final report shall be prepared under the terms of article 149 of the P.P.C.

Article 15

Contract award

1. Contract award is the act through which the authority with competence to contract accepts the only bid submitted for each lot or selects one from the various bids submitted for each lot.



2. Taking into account that each lot will be assessed individually, more than one contract shall be awarded for each lot considered individually.
3. After the decision to award has been made by the Awarding Entity, it will be communicated, via platform, to the tenderers by the end of the period during which tenders are bidding, that is stipulated to be of 200 (two hundred) days, under the terms of article 65 of the Public Procurement Code (P.P.C.).

Article 16

Legal form of association of undertakings

In case of contract award to a group of companies, before signing the contract, all members of a tendering group, and only they, must form a consortium, an association of undertakings or a company, specifically incorporated for the purpose.

Article 17

Tender opening

Opening of tenders shall take place on the working day following the deadline set for submission of bids. Bidders shall be listed on the platform under the terms of article 138 of the P.P.C.

Article 18

Security deposit

1. The selected bidders will be notified of the intention to award and of the value of the security deposit, and also the deadline for payment of the security deposit, otherwise risking the contract not being awarded, according to the provisions of article 90 and article 91 of the P.P.C.
2. In the case of a group, the authorising documents set out in article 81 must be submitted by all of its members.



3. The security deposit, designed to ensure good performance of the contract and the proper and timely fulfilment of all legal and contractual obligations, is equivalent to 5% of the total contract price, and it must be paid in one of the following ways:
 - a. By deposit in cash or securities issued or guaranteed by the Portuguese State, in favour of the body that the Awarding Entity indicates, under the terms of the model in Appendix C to this according to the following, of which it forms an integral part;
 - b. Upon bank guarantee or guarantee insurance, under the terms of the model in Appendix D to this Tender Procedure Brief, of which they form an integral part.
4. No security deposit is required should the successful bidder submit, within the relevant deadline, an insurance for the performance of the contract issued under the terms of article 88 (4) of the P.P.C.
5. No security deposit is required when the contract price for a lot or a number of lots is lower than 200.000,00 €.

Article 19

Authorising documents to be submitted by the successful bidder

1. A statement issued according to the model in Appendix E of this Tender Procedure Brief.
2. A document confirming that he/she is not in any of the situations provided for in article 55 (b) (d) (e) and (i) of the P.P.C., or an equivalent document applying in the country of the successful bidder, i.e.:
 - 2.1 That they have not been convicted of an offence concerning their professional conduct by judgment which has the force of res judicata, if the legally prescribed period of inability has not elapsed in the meantime, in the case of natural persons, or in the case of legal persons, the members of their administration, direction or management bodies, in active duty, have not been convicted of the afore crimes;
 - 2.2 That they owe no social security contributions in Portugal or, as the case may be, the State in which they are a national or where they are established;



- 2.3 That they owe no taxes in Portugal or, as the case may be, the State in which they are a national or where they are established;
- 2.4 That they have not been the subject of a judgment which has the force of res judicata for any of the following crimes, if the legally prescribed period of inactivity has not elapsed in the meantime, in the case of natural persons, or in the case of legal persons, the members of their administration, direction or management bodies, in active duty, have not been convicted of the afore crimes, if the legally prescribed period of inactivity has not elapsed in the meantime:
- 2.4.1. Involvement in a criminal organisation, as provided for in article 2 (1) of Council Joint Action 98/773/JAI;
- 2.4.2. Corruption, within the meaning of article 3 of the Council Act of 26 May 1997 and article 3 (1) of Council Joint Action 98/742/JAI;
- 2.4.3. Fraud, within the meaning of article 1 of the Convention on the Protection of the European Communities' Financial Interests;
- 2.4.4. Money laundering, within the meaning of article 1 of Council Directive 91/308/EEC, of 10 June, on the prevention of the use of the financial system for the purpose of money laundering;
3. An extract from the register of companies, if applicable.

Article 20

Deadline for submission of the successful bidder's authorising documents

The documents mentioned in article 19 must be provided no later than 30 days after notice of contract award and submitted on the platform <https://www2.compraspt.com/cpt-apcor/faces/app/dashboard.jsp>



Article 21

Tenderer's expenses and costs

Expenses and costs incurred in submitting the proposals and drawing up the contract shall be borne by the successful bidder, or bidders.

Article 22

Contract signing

1. The draft contract to be signed will be in conformity with Annex F.
2. Signing of the written contract shall take place within the deadline stipulated in article 104 of the Public Procurement Code.
3. The Awarding Entity will notify the successful bidder with at least five days' notice of the date, time and place for signing the contract.
4. The contract award shall become forfeit if, for reasons attributable to the successful bidder, he/she does not enter an appearance on the date and at the time and place set for signing the contract, or, if the successful bidder is a group of companies, if its members have not formed a consortium under the terms of article 54 (4) of the P.P.C.
5. In the above cases, the security lodged by the successful bidder shall be considered forfeit in favour of the awarding entity.
6. Pursuant to paragraph 1(q) of article 132 of the P.P.C. there may be the adoption of direct award pursuant to the provisions of paragraph 1(a) of article 25 or paragraph 1(a) of article 27 in case there are or there is need to implement the situations described therein.

Article 23

Applicable legislation

In all matters not provided for in this Tender Procedure Brief, the provisions of the Public Procurement Code (approved by Decree-Law 18/2008 of 29 January), and all other complementary legislation applicable to the type of services object of the procedure, shall be observed.



Appendices: Annexes A (Assessment Rules), B (Draft declaration referred to in paragraph 1(a) of Article 57), C (Draft Bank Deposit Form), D (Draft Bank Guarantee or Security Deposit), E (Draft Declaration referred to paragraph 1(a) of Article 81) and F (Draft Contract)

Awarding Entity, on 20 June 2016

The Chairman of the Board of APCOR

João Rui Ferreira



APPENDIX A

Assessment Regulations

I.- General Provisions

Article 1

Regulations

The aim of these regulations is to define the procedural, organisational and methodological framework for the review, assessment and ranking of bids, with a view to formulating a proposal for a final decision on the procedure to be submitted to the authority with competence to authorise the contract award, hereinafter referred to as Awarding Entity.

Article 2

Object of the regulations

1. The object of these regulations comprises the bids properly formulated under the terms of the law and the Tender Procedure Brief, correctly accompanied by all properly issued documents required, which have been admitted to tender by the tender's Jury, at the tender receipt.
2. For the purposes of analysing bids, the documents submitted by the tenderers will be considered, without prejudice of the Jury requesting the clarifications on the bids that it thinks fit to analyse and assess them.

Article 3

Jury

1. The Jury will assess the bids and carry out all other related procedures, and will formulate a proposal for a final decision on the procedure to be submitted to the body with competence to authorise the contract award.
2. The Jury will comprise the following members, whose votes will carry equal weight:
 - I- João Rui Gomes Ferreira, Chairman of the Board of Directors of APCOR
 - II- Pedro de Castro Tavares Barbosa, Financial Director of APCOR



- III- Cláudia Sofia Peixoto Pimenta, Communication Department of APCOR
- IV- Joaquim Manuel de Sousa Lima, Managing Director of APCOR (Alternate)
- V- Jorge Mendes Pinto de Sá, Vice-Chairman of the Board of Directors of APCOR (Alternate)

Article 4

Consultants and studies in support of the decision

1. In assessing the bids, the Jury may enlist the help of the staff of the Awarding Entity, or of any other specialists, as external consultants, to support it and prepare technical reports.
2. The Jury's decisions may be founded, in part or in full, on opinions or studies by external consultants, in which case those documents will accompany the relevant reports to which they shall refer.

II.- Bid assessment

Article 5

Aim

1. The bids from the tenderers will be reviewed, assessed and consequently categorised by decreasing order of merit.
2. The bids from admitted tenderers will be assessed with the aim of awarding the contract to the proposal that proves most advantageous and best answers the interests of the Awarding Entity and its associates.
3. The merit of the bids will be assessed as follows:

- 3.1. Lot 1 to 11 will be measured on the basis of factors and sub-factors in accordance with the following table:

| Factors | Subfactors | Weighting factors | Weighting Subfactors |
|-------------------------------------|--|-------------------|---|
| A) Strategic and creative nature | A1) Suitability of communication strategy A2) Creative Concept A3) Proposed Implementation Strategy /Methodology A4) Schedule A5) Mechanism for reporting to Apcor | 70% | A1) 20% A2) 20% A3) 16% A4) 8% A5) 6% |



| | | | |
|----------|--|-----|--------------------------------------|
| B) Price | B1) Agency fee B2) Implementation/Production B3) Budget - Detailed costs B4) Adjustment of prices to eligible costs | 30% | B1) 9% B2) 9% B3) 9% B4) 3% |
|----------|--|-----|--------------------------------------|

In weighting factors and subfactors, the following aspects will be regarded as relevant:

A1) Suitability of the communication strategy.

This criterion is intended to assess the suitability of the communication strategy of the proposal for the target audience, and evaluate the contribution in achieving the marketing aims and the capacity to maximise effectiveness on the basis of available resources.

A2) Creative Concept.

This criterion is intended to assess the innovation/originality of the concept and the capacity to enhance/expand the communication strategy.

A3) Proposed Implementation Strategy /Methodology

Assessment of the implementation methodological strategy proposed by the tenderer, in order to bring the campaign or action that he has presented to life.

A4) Schedule

Assessment of schedule proposed for the actions to be undertaken during the campaign.

A5) Mechanism for reporting to APCOR

Analysis of the reporting methodology of campaign execution and assessment of results (during and at the end of the campaign).

B1) Agency fee

Amount allocated by the agency for the development of its work.

B2) Implementation/Production

Value assigned to the overall campaign production (e.g.. graphic, audiovisual production, web, events and other productions necessary for the proper implementation of the campaign).

B3) Budget - Detailed costs

Assessment of the budget broken down by action and cost components.



B4) Adjustment of prices to eligible costs.

Assessment of costs broken down according to eligible costs referred to in the Specification.

3.2. Lot 12 will be measured on the basis of factors and sub-factors in accordance with the following table:

| Factors | Subfactors | Weighting factors | Weighting Subfactors |
|-----------------------|---|-------------------|----------------------|
| A) Design/development | A1) Descriptive memory/Story Board/Mood Board A2) Schedule | 70% | A1) 50% A2) 20% |
| B) Price | B1) Price | 30% | B1) 30% |

In weighting factors and subfactors (A), the following aspects will be regarded as relevant:

A1) Descriptive memory/Story Board/Mood Board

The aim of this sub-factor is to analyse the concept that is inherent to the development of the videos. Assess whether the key messages will be conveyed in a clear and appealing way, allowing the final outcome of the videos to embody the surprise effect, clearly conveying the possibility of "conquering" the audience that will see them as well as comply with the remaining objectives of the briefing.

A2) Schedule

Assess whether the submitted schedule ensures the proposed timetable may be complied with.

B) Price

The bid price factor is scored on the basis of the following weighting:

$$B = ((PB-PP)/PB) \times 100$$

where:

PB - Base price that corresponds to the base price of the procedure;

PP - Bid price of the competitor in EUR.



3.3. The highest weighted value will correspond to the best ranked bid.

4. General considerations applicable to all lots, except the price assessment of Lot 12:

a. Each of the factors and sub-factors will be scored as follows:

- Value of 0 - Unsatisfactory (does not meet or none of the essential aspects exist according to the specifications)
- Value of 25 - Slightly satisfactory (does not meet or some of the essential aspects exist according to the specifications)
- Value of 50 - Satisfies (it is found that the bid exhibits or reasonably meets the essential aspects, albeit with some gaps according to the specifications)
- Value of 75 - Satisfies well (it is found that the bid exhibits or meets almost all the essential aspects according to the specifications)
- Value of 100 - Excellent (checks, displays and complies fully, clearly and in detail with the essential aspects according to the specifications)

b. All individual scores will be rounded up to the nearest hundredth.

c. In the case that two or more bids are awarded an equal overall score, the one with the lower price will prevail.

d. The formula expressing the weighting of the factors which compose the contract award criterion is as follows:

$$CF = 0.70 A + 0.30 B$$

Where CF is the final score according to the sum of the sub-factors of factor A and B.

5. The bid assessment will focus on each lot, taken individually, which will be valued, taking into account the conditions under which the tenderer purports to contract, presented by the tenderer for each lot.



III. – Classification of bids and final decision on procedure

Article 6

Bid assessment report

1. As referred above, the Jury will prepare a well-founded preliminary report, pursuant to article 146 of the PPC, based on the bids and its analysis of them, the studies it may have commissioned or technical reports carried out, which will document the work undertaken by the technicians, the assessment and the merit of each bid in the light of the award criteria set out in the Tender Procedure Brief, and will establish, on that basis, the ranking of the tenderers' bids in decreasing order of merit.

2. The preliminary assessment report should also contain a properly founded explanatory note on the methodology and process used in the Jury's analysis and assessment, subject to the provisions of this regulation.

Article 7

Preliminary hearing

The Jury shall hold a hearing of the tenderers in written form, under the terms of the provisions of article 147 of the P.P.C.

Article 8

Final report

The Jury shall consider the comments of the tenderers in the preliminary hearing, should there be any, and will prepare a well-founded final report, under the terms of the provisions of article 148 of the Public Procurement Code, in which it shall indicate the object of the procedure and its content, and formulate a proposal for the final decision on the procedure.



APPENDIX B

Model statement

[referred to in article 57 (1) (a)]

1 — ... [name, number of identification document and address), in his/her capacity as legal representative of (1) ...(company name, tax identification number and registered office or, in the case of a tendering group, company names, tax identification numbers and registered offices), having duly noted the Contract Specifications regarding the performance of the contract to be entered into, within the procedure ...

(designation of, or reference to the relevant procedure), declares solemnly that his/her principal (2) undertakes to perform the said contract in compliance with the content of the aforesaid Contract Specifications, whose clauses he/she declares to unconditionally accept.

2 — He/she further declares that he/she shall perform the said contract according to the terms provided for in the following documents attached as Appendices (3):

a) ...

b) ...

3 — He/she further declares that he/she waives special jurisdiction and will abide, in all matters concerning the performance of the said contract, by the applicable Portuguese legislation.

4 — He/she further declares solemnly that he/she:

a) Is not bankrupt or being wound up, nor has its affairs administered by the courts, nor has entered into an arrangement with creditors, or suspended business activities, nor is the subject of proceedings concerning those matters, nor is in any analogous situation;

b) Has not been convicted of an offence concerning its professional conduct (4) by a judgment which has the force of res judicata [nor have the members of its administration, direction or management bodies been convicted of an offence concerning their professional conduct (5)] (6);

c) Was not subject to an administrative penalty for grave professional misconduct (7) [nor have the members of its administration, direction or management bodies been subject to an administrative penalty for grave professional misconduct (8)] (9);

d) Owes no social security contributions in Portugal (or the State in which it is a national or where it is established) (10);

e) Owes no taxes in Portugal (or the State in which it is a national or where it is established (11);

f) Was subject to an ancillary penalty, as provided for by article 21 (1) e) of Decree-Law 433/82, of 27 October, article 71 (1) b) of Law 19/2012, of 8 May, and article 460 (1) of this Code during the legally prescribed period of inability (12);

g) Was not subject to an ancillary penalty, as provided for by article 562 (2) (b) of the Labour Code (13);

h) Has not been the object of the application of administrative or legal penalties during the last two years, for employing undeclared labour legally subject to the payment of taxes and social security contributions under the applicable legal provisions, in Portugal (or in the State in which it is a national or where it is established) (14);

i) Has not been convicted by a judgment which has the force of res judicata for any of the following crimes (15) [nor have the members of its administration, direction or management bodies been convicted for any of the following crimes (16)] (17):



- i) Involvement in a criminal organisation, as provided for in article 2 (1) of Council Joint Action 98/773/JAI;
- ii) Corruption, within the meaning of article 3 of the Council Act of 26 May 1997 and article 3 (1) of Council Joint Action 98/742/JAI;
- iii) Fraud, within the meaning of article 1 of the Convention on the Protection of the European Communities' Financial Interests;
- iv) Money laundering, within the meaning of article 1 of Council Directive 91/308/EEC, of 10 June 1991, on the prevention of the use of the financial system for the purpose of money laundering.
- j) Has not, in any way, directly or indirectly, provided its consultancy or technical assistance services in the preparation and development of the tender documents that provides it with an advantage that distorts normal competition conditions.

5 - The undersigned is fully aware that giving false declarations will entail, as applicable, the disqualification of the bid submitted or the forfeiture of the contract that may have been awarded to him/her, and is a very serious administrative offence, according to the provisions of article 456 of the Public Procurement Code, which may determine the application of the additional penalty of disqualification from participating, as applicant, tenderer or member of an applicant or tendering group or as Tenderer in any procedure adopted for public procurement, without prejudice to reporting to the relevant authorities for the purpose of criminal action.

6 — As requested by the awarding entity, the tenderer undertakes, according to the provisions of article 81 of the Public Procurement Code, to submit the declaration that forms Appendix II of the said Code, as well as the documents confirming that it conforms with the situations described in no. 4 (b), (d), (e) and (i) of this statement.

7 — The undersigned is also fully aware that failure to submit the requested documents under the terms of the previous paragraph, for reasons attributable to him/her, entails the forfeiture of the contract that may have been awarded to him/her, and is a very serious administrative offence, according to the provisions of article 456 of the Public Procurement Code, which may determine the application of the additional penalty of disqualification from participating, as applicant, tenderer or member of an applicant or tendering group in any procedure adopted for public procurement, without prejudice to reporting to the relevant authorities for the purpose of criminal action.

[Place], [date] [Signature (18)]

- (1) Only applicable to tenderers who are legal persons.
- (2) Should the tenderer be a natural person, delete the expression "his/her principal".
- (3) Itemise all documents making up the bid, in addition to this statement, under the terms of Article 57 (1) (b) (c) and (d) and (2) and (3).
- (4) Indicate whether the period of inability has elapsed.
- (5) Indicate whether the period of inability has elapsed.
- (6) Declare according to whether the tenderer is a natural or a legal person.
- (7) Indicate whether the period of inability has elapsed.
- (8) Indicate whether the period of inability has elapsed.
- (9) Declare according to whether the tenderer is a natural or a legal person.
- (10) Declare according to the situation.
- (11) Declare according to the situation.



- (12) Indicate whether the legally prescribed period of inactivity has elapsed.
- (13) Indicate whether the legally prescribed period of inactivity has elapsed.
- (14) Declare according to the situation.
- (15) Indicate whether the period of inactivity has elapsed.
- (16) Indicate whether the period of inactivity has elapsed.
- (17) Declare according to whether the tenderer is a natural or a legal person.
- (18) Under the terms of the provisions of article 57 (4) and (5).



APPENDIX C

Model Bank Deposit Slip

Euros _____ €

_____ (Name of successful bidder), with registered office at _____ (address), will deposit at _____ (main office/branch office/agency/delegation) of the Bank _____ or by bank transfer to the IBAN the amount of (indicate amount in figures and in full), in cash/bonds _____ (delete as appropriate), as security required for _____ (identify procedure), for the purpose of article 90 (3) and (4) of the Public Procurement Code. This deposit is made unconditionally to the order of APCOR – Portuguese Cork Association, which should be informed accordingly.

[Date and signature of legal representative(s)]



APPENDIX D

Model bank guarantee/guarantee insurance

Bank guarantee/guarantee insurance (*delete as appropriate*) no. _____

On behalf and on request of _____ (*awarding entity*), _____ (guaranteeing institution) hereby furnishes, in favour of _____ (*beneficiary awarding entity*), a bank guarantee/guarantee insurance (*delete as appropriate*), up to the amount of _____ (*in figures and in full*), to ensure full compliance with the obligations undertaken by the guarantee provider under the _____ (*identify procedure*), under the terms of article 90 (6) and (8)/(7) and (8) (*delete as appropriate*) of the Public Procurement Code.

This guarantee corresponds to 5% of the total contract price and works as if it had been furnished in current currency value, the guarantor undertaking to unconditionally pay any amounts, up to the limit of the guarantee, upon request by simple written notification by the beneficiary.

The guaranteeing bank/insurance company (*delete as appropriate*) undertakes, should it be called upon to honour this guarantee, that it shall not entertain any objections from the guarantee provider(s), and it is equally prevented from opposing to the beneficiary any reservations or rights of defence which the guarantee provider may derive from the guarantor.

This guarantee remains in force until its release is expressly authorised by the beneficiary, and it cannot be cancelled or altered without the latter's consent, irrespective of any premiums that might be payable.

[Date and signature of legal representative(s)]



APPENDIX E

Model statement

[referred to in article 81 (1) (a)]

1 — ... [name, number of identification document and address], in his/her capacity as legal representative of (19) ... [company name, tax identification number and registered office or, in the case of a tendering group, company names, tax identification numbers and registered offices], successful bidder(s) in procedure ... [designation of, or reference to the relevant procedure], solemnly declares that his/her principal (20):

a) Is not bankrupt or being wound up, nor has its affairs administered by the courts, nor has entered into an arrangement with creditors, or suspended business activities, nor is the subject of proceedings concerning those matters, nor is in any analogous situation;

b) Was not subject to an administrative penalty for grave professional misconduct (21) [nor have the members of its administration, direction or management bodies been subject to an administrative penalty for grave professional misconduct (22)] (23);

c) Was subject to an additional sanction, as provided for by article 21 (1) e) of Decree-Law 433/82, of 27 October, article 71 (1) b) of Law 19/2012, of 8 May, and article 460 (1) of this Code during the legally prescribed period of inability;

d) Was not subject to an additional sanction, as provided for by article 562 (2) (b) of the Labour Code (25);

e) Has not been the object of the application of administrative or legal sanctions during the last two years, for employing undeclared labour legally subject to the payment of taxes and social security contributions under the applicable legal provisions, in Portugal [or in the State in which it is a national or where it is established] (26);

f) Has not, in any way, directly or indirectly, provided its consultancy or technical assistance services in the preparation and development of the tender documents that provides it with an advantage that distorts normal competition conditions.

2 — The signatory attaches as an Appendix [or indicates ... as an Internet address where they may be consulted (27)] the documents providing evidence that his/her principal (28) is not in any of the situations provided for in article 55 (b), (d), (e) and (i) of the Public Procurement Code.



3 — The undersigned is fully aware that giving false declarations will entail, as applicable, the disqualification of the bid submitted or the forfeiture of the contract that may have been awarded to him/her, and is a very serious administrative offence, according to the provisions of article 456 of the Public Procurement Code, disqualification from participating, as applicant, tenderer or member of an applicant or tendering group in any procedure adopted for public procurement, without prejudice to reporting to the relevant authorities for the purpose of criminal action.

[Place], [date] [Signature (29)]

- (1) Only applicable to tenderers who are legal persons.
- (2) Should the tenderer be a natural person, delete the expression "his/her principal".
- (3) Itemise all documents making up the bid, in addition to this statement, under the terms of Article 57 (1) (b) (c) and (d) and (2) and (3).
- (4) Indicate whether the period of inactivity has elapsed.
- (5) Indicate whether the period of inactivity has elapsed.
- (6) Declare according to whether the tenderer is a natural or a legal person.
- (7) Indicate whether the period of inactivity has elapsed.
- (8) Indicate whether the period of inactivity has elapsed.
- (9) Declare according to whether the tenderer is a natural or a legal person.
- (10) Declare according to the situation.
- (11) Declare according to the situation.
- (12) Indicate whether the legally prescribed period of inactivity has elapsed.
- (13) Indicate whether the legally prescribed period of inactivity has elapsed.
- (14) Declare according to the situation.
- (15) Indicate whether the period of inactivity has elapsed.
- (16) Indicate whether the period of inactivity has elapsed.
- (17) Declare according to whether the tenderer is a natural or a legal person.
- (18) Under the terms of the provisions of article 57 (4) and (5).
- (19) Only applicable to tenderers who are legal persons.
- (20) Should the tenderer be a natural person, delete the expression "his/her principal".
- (21) Indicate whether the period of inactivity has elapsed.
- (22) Indicate whether the period of inactivity has elapsed.
- (23) Declare according to whether the tenderer is a natural or a legal person.
- (24) Indicate whether the legally prescribed period of inactivity has elapsed.
- (25) Indicate whether the legally prescribed period of inactivity has elapsed.
- (26) Declare according to the situation.
- (27) Add necessary information for consultation, if applicable.
- (28) Should the tenderer be a natural person, delete the expression "his/her principal".
- (29) Under the terms of the provisions of article 57 (4) and (5).



APPENDIX F

Draft contract

Parties:

First party – APCOR – Portuguese Cork Association, Legal person no. 500843040 headquartered in Av. Comendador Henrique Amorim, nº580, Apartado 100, 4536-904 Santa Maria de Lamas; represented by the Chairman of the Board of Directors, Mr. João Rui Gomes Ferreira, engineer, and by the Vice-Chairman of the Board of Directors, Mr. Jorge Mendes Pinto de Sá.

Second Party – (agency's complete name) (tax number) headquartered in (complete address), represented by (representative(s) that sign the agreement)

Following the PUBLIC CALL FOR TENDERS INTERNATIONALLY ADVERTISED under the project approved by COMPETE - SIAC - AAC No. 02/SIAC/2015 - Application No. 015011 - INTERCORK III for holding cork stopper promotion campaigns in the United States of America (USA), France, Italy, Germany, UK, China, Spain and Brazil, design campaigns in Sweden and Denmark, construction and decoration materials campaigns in Germany, the promotion of new applications and also the development of promotional videos, the first contracting party awarded to the second party by decision of the Board, Lot number - called -

This contract is awarded as a result of the award in the scope of the aforesaid international public tender, under the Public Procurement Code, and based on the following definitions:

First Party – Acquirer;

Second Party – Service provider

This Agreement for the CONTRACT FOR THE PROVISION OF SERVICES is awarded and shall be governed by the terms and conditions contained in the following articles that the parties freely stipulate and mutually accept:

Clause 1

Purpose

1. This contract is for the acquisition of services relating to Lot no.....named, in accordance with the documents accompanying the Tender Process for this acquisition and the legal and technical conditions set out in the Second Party's contractual bid and in the tender procedure documents attached to this contract and which form an integral part thereof.



2. The nature, type, quantity, timing of the execution and value of the services of this acquisition are clearly defined in the aforesaid documents listed in clause two and on this contract.

Clause 2

Bid execution term

1. The services to be provided by the second party should be executed until, according to the bid presented, and indications from the first party and terms of the tender documents.
2. The execution of the contract (and provision of services) should occur no later than....., the date which constitutes the respective term, unless an extension has been expressly authorised by the First Party without prejudice to the additional obligations which by their nature will endure beyond the execution date.
3. It is an essential condition of this contract that its execution occurs until the aforesaid date because the actions to be taken after that date are not considered eligible costs, except in the case of extension authorised by this financing body.

Clause 3

Price and payment conditions

1. For providing the services covered by the contract, the first party shall pay to the second party the amount contained in the bid of € (in full), a figure that includes all applicable taxes and fees at the local level and in each country in which all tasks, services and work covered by this contract are executed.
2. The agreement price includes all costs, charges and expenses for which the first party is not liable, specifically all taxes, fees and charges payable in each of the countries where the campaign is conducted. This amount also includes allowance for travel to the premises of the first party for clarification of results and/or presentation of ideas/proposals/and others. The number of people travelling, as well as the total cost involved in those trips, shall be the responsibility of the second party.
3. The price referred to includes all costs pertaining to creative output and implementation, and such costs must be presented separately in statement mentioned in paragraph 3 of Clause 4.
4. Costs pertaining to implementation must include any and all production costs; a breakdown of these costs must be presented by means and by production type (graphic production, audiovisual production, web production, event production, etc.), as precisely as possible.
5. The price shall be paid in strict observance of the dispositions of clause 4 of this agreement.
6. The contract price referred to in paragraph 1 shall be paid by the first to the second party as follows:
 - a) 85% of the amount shall be paid by the awarding entity to the successful bidder in instalments, upon presentation and approval of invoices and respective progress reports.



- b) The remaining, final 15% of the contract price shall be paid by the awarding entity to the successful bidder following approval of the Final Report of the project.

7. Invoicing should be accompanied by proof of expenses incurred. Invoices pertaining to the production of materials of small size (e.g. leaflets, brochures, postcards, invitations, press advertisements, CDs, etc.) have to be accompanied by 3 (three) physical specimens. For the production of printed publications, 3 (three) copies of each medium must be sent.

8. For materials of large size or to be printed as a single copy, or events, the invoice should be accompanied by a photograph or video clearly showing the proper application of all compulsory logos and the activity they portray.

9. The second party that provides services agrees to return to the first party, the total or part of the price paid, whenever the total or part of the expense is not paid by the providers of funds due to a mistake, deficiency or insufficiency attributed to the service provided or the service provider, under the terms of the present contract.

Clause 4

Eligible and ineligible costs

1. Only those costs which are eligible will be considered for the purpose of assessment of presented expenditures and invoices.
2. The following costs shall be considered eligible for payment:
 - a) Costs relating to image campaigns, promotion, information and dissemination, including costs relating to creative development, production of media, graphical promotional and informative material and multimedia/audiovisual materials;
 - b) Rental of premises and equipment which are demonstrably indispensable to the execution of the project;
 - c) Assembly / dismantling, construction and decoration of promotional spaces;
 - d) Transport of displays and informative / promotional material;
 - e) Creation, registration and international launch of brands of a collective nature;
 - f) Costs related to the acquisition of content and specialist information;
3. The first party shall pay to the second party a portion of the contract price corresponding to those eligible costs referred to in paragraph 1 of this clause. Any other type of non-eligible costs, i.e., that do not fall under the headings referred to in the aforesaid paragraph 1 shall not be paid.
4. The second party shall submit, within thirty days after the signing of this contract, a statement with detailed breakdown of funds by the headings described and by year of implementation, for the purpose of its approval as eligible costs.



Clause 5

Technical and creative guidelines

1. The communication objectives under this contract that should guide the actions of the second party are described in the specification and winning bid.
2. The creative guidelines that should be observed in the performance of the contract are those of the tender procedure instruments.
3. In the lay-outs, space should be provided for inclusion of the web address – www.apcor.pt, as well as for the obligatory logos, following the rules without exception.
4. The first party reserves the right to require the inclusion of another obligatory element, to be defined during the execution of the contract.
5. The execution of the campaign must strictly observe the list of eligible expenses listed in clause 4 of the contract specifications.
6. The submission of a detailed schedule of the work and the budget are obligatory, providing all the broken down actions inherent in the activities.

Clause 6

Obligations of the second party

Without prejudice to other obligations provided for in applicable legislation, for the creation of the campaign referred to in the preceding clause, the second party agrees to perform the following tasks in accordance with the specifications and requirements:

- a) undertake the strategic planning.
- b) ensure the creative design and production of advertising initiatives - creation and global implementation.
- c) carry out public relations initiatives and events.
- d) create the graphic design and web design.
- e) carry out merchandising and sales promotion.
- f) create or apply the Brand and Corporate Image.
- g) promote specific skills relating to Relational Marketing, Direct Marketing and Shopper Marketing.
- h) purchase and manage media as and when required by the bid submitted.
- i) supervise all initiatives comprised in the bid (from creation to implementation, including total production).
- j) draft the executive reports of activities with occasional, three-monthly and six-monthly regularity, and a final report, all comprising detailed and quantified information regarding each activity.
- k) support the daily, integrated management of the campaign.
- m) (others applying to each contract)

Clause 7

Obligations of the first party

The first party undertakes to pay the contract price to the second party, as well as to fulfill all the obligations and duties arising from the tender brief, contract specifications and this



contract, without prejudice to the above mentioned as regards eligible expenses and the corresponding approval of invoices.

Clause 8

Transfer of ownership

1. All materials produced specifically within the scope of the contracted services and handed over to the first party shall become the exclusive property of the same, which as a result shall become the sole owner of all copyright and related rights and of the industrial property rights inherent thereto, including all and any documentation which may be produced.
2. The first party remains therefore entitled to the total or partial use and/or reproduction of all material handed over, and may make any changes it sees fit, including after completion or rescission of the contract entered into, and the second party may not make use of the material outside of the scope of the contract without the express written permission of the first party.
3. Without prejudice to the previous paragraphs, the second party retains all rights, titles and benefits regarding all patents, copyrights and related rights and the associated industrial and intellectual property rights or inherent to the result of the work as well as relating to methodologies, processes, techniques, ideas, concepts, business secrets and know-how incorporated therein.
4. Model, monument, photo and film rights must be covered until the term of execution of the contract.
5. The second party allows the extension of rights for two more years beyond the expiry date of the contract. The cost of this extension is not included in the budget available for the campaigns to which this contract relates and it is what the second party proposed in its contract bid for the tender.
6. All rights pertaining to images and the broadcasting of images of products, installations, spaces, landscapes and other intellectual, copyright and industrial rights, with the exception of those pertaining to models and monuments, remain the exclusive property of the first party.
7. All corporate films or documentaries remain the property of the first party for unrestricted use.
8. All elements and information regarding the registration of internet domains are compulsorily transferred to the first party until the end of the campaign. Registrations must always be made in the name of the first party.
9. All databases acquired within the scope of the campaign referred to in this contract must be handed over to the first party at the end of the campaign.
10. For the transfer or assignment of rights referred to in this clause, no remuneration shall be owed beyond the price specified within the terms of this contract.
11. The second party shall be liable for the payment of any additional amount, penalty or fine arising from failure to comply with this clause.



Clause 9

Confidentiality

1. The second party must maintain confidentiality regarding all information and documentation, technical or otherwise, of which it has knowledge within the scope of or in relation to the execution of the contract.
2. Information and documentation covered by the duty of confidentiality may not be transmitted to third parties, nor put to any use other than directly and exclusively for the purpose of execution of the contract.
3. The duty of confidentiality does not apply to information and documentation which can be demonstrated to be in the public domain at the time they were obtained by the second party, or to information the second party is legally compelled to reveal by force of law, judicial process or on request of regulatory authorities or other competent administrative bodies.

Clause 10

Assignment of contract rights and obligations

The second party may not assign, in full or in part, its contractual rights and obligations, including credit entitlements it may hold, without prior express of the first party.

Clause 11

Rescission

1. Without prejudice to other grounds for rescission provided for by law, non-compliance by either of the parties with the obligations arising from this contract, providing the causes are attributable to the party in question, shall entitle the non-breaching party to rescind the contract, without prejudice to its entitlement to redress for any losses and damages suffered.
2. The non-provision of the security deposit, if applicable, and the non-delivery of the authorisation documents by the Second Party are considered grounds for immediate termination by the First Party if, after the allowed deadlines and extensions, the Second Party fails to deliver the same and to provide the security deposit, provided that it, after the expiry of the deadline and notified to that effect by registered letter with acknowledgement of receipt, fails to comply within the deadline specified in this notice. Once the deadline has elapsed, it may immediately be notified of the termination, also by registered letter with acknowledgement of receipt. The termination produces immediate effects, without any right to compensation from the Second Party.

Clause 12

Contract

1. This contract comprises the following elements:
 - a) The contract specifications and appendices thereto and the tender procedure brief.
 - b) The successful bid.
2. Should any discrepancy occur between the documents specified in the preceding paragraph, their respective prevalence is determined by the order in which they are listed.



3. Should any discrepancy occur between the documents specified in paragraph 1 and the clauses of this contract and appendices thereto, the former shall prevail, with the exception of the adjustments proposed within the terms of article 99 of the Public Procurement Code and accepted by the second party within the terms of article 101 of the same statute.

Clause 13
Security deposit

If applicable, the security deposit provided by the second party in the amount of 5% of the contract value shall be returned by the first party after the entire fulfilment of this contract and all its terms and conditions.

Clause 14
Contract term.

The contract shall remain in force until the obligations arising therefrom have been discharged in full.

Clause 15
Jurisdiction

For the resolution of any disputes arising from the contract, the parties agree to submit to the jurisdiction of the Judicial Court of Aveiro, expressly renouncing all others.

PS: The above draft is an example, and it may be necessary to include in it other elements according to the awarded bid or other issues likely to undergo adjustment and amendment.

Santa Maria de Lamas, of 2016.

First Party (APCOR)_____

Second Party_____