

Agios Loukas Agricultural Cooperation Rachi Pieria & O.P.

AND

Agrotikos Sinetairismos Sparagoparagogn Nestou

**Asociatia Organizatia Interprofesionala Nationala, PRODCOM LEGUME-
FRUCTE DIN**

OPEN CALL FOR PROPOSALS

02/2020

TENDER SPECIFICATIONS

For the project

EU ORCHARDS OF TASTE 101015762

Information and promotion of European Fresh Fruits (Greece and Romania) in third countries Malaysia, Singapore, Indonesia, South Korea.

Regulation (EU) 1144/2014 of the European Commission and of the European Parliament.

AGRI -MULTI- TC 2020 Support for multi programmes – Information and promotion in any third country (ies)



Table of Contents

1. Contracting Authorities and scope of service contract	4
1.1 Scope of the tender	4
1.2 Procurement-Financing	4
1.3 Short description and scope of the contracts	4
1.4 Legal Framework	5
1.5 Contracting Authorities	6
1.6 Publicity	7
1.7 Deadline for submission of tenders and opening of tenders	7
1.8 Principles applied at the procedure	7
2. Description of the Project	7
2.1 Objectives	7
2.2 Target groups	7
2.3 Target markets	8
2.4 Scope of the contract	8
3. General and specific participation conditions	8
3.1 General conditions	8
3.1.1 Communication – Access to Tender documents	8
3.1.2 Questions - Clarifications	8
3.1.3 Language	8
3.1.4 Guarantees	8
3.2 Eligibility –Tender Guarantee - Selection criteria	9
3.2.1 Eligibility	9
3.2.2 Tender Guarantee	9
3.2.3 Grounds for exclusion	9
3.2.4. Selection criteria	10
3.2.5 Selection rules	11
3.3 Award criteria	12
3.3.1 Award criteria	12
3.3.2 Rating and ranking of tenders	12
3.4 Content of Tenders	12
3.4.1 General Rules	12
3.4.2 Time and place of submission of tenders	12
3.4.3 Content of folders	13
3.4.4 Economic Tender	13
3.4.5 Validity of tenders	13
3.4.6 Reasons for rejecting tenders	13
4. Evaluation of Tenders	14
4.1 Opening and evaluation of tenders	14
4.1.1 Opening of tenders	14

4.1.2 Evaluation of tenders	14
4.2 Call to temporal contractor – Submission of supporting documents.....	14
4.3 Contract Award.....	15
4.4 Appeals - Objections.....	15
4.5 Cancellation of the procedure	16
5. Contractual Terms	16
5.1 Performance Guarantee	16
5.2 Contractual legislation.....	16
5.3 Subcontracting	16
5.4 Amendment of the contract	16
5.5 Termination of the contract	16
6. Special Terms for the Performance of the Contract.....	16
6.1 Payment of Contractor	16
6.2 Deposal of Contractor - Sanctions.....	17
6.3 Appeals in the process of contract performance.....	17
6.4 Judicial settlement of disputes	17
6.5 Monitoring of the contract	17
6.6 Duration of the Contract	17
6.7 Acceptance of contract scope.....	18
6.8 Contract Termination - Subrogation of Contractor.....	18
ANNEXES	19
ANNEX I – Analytic description of Contract Scope.....	19
Part A– Description of the Scope of the Contract.....	19
Part B - Technical Specifications.....	20
ANNEX II – Technical and Professional Reference.....	24
ANNEX III – Declaration of Honor.....	30
ANNEX IV – Supporting certificates of Contractor.....	33
ANNEX V –Economic Tender.....	34
ANNEX VI – Letters of Guarantee.....	37
VI a - Specimen of Tender Guarantee.....	37
VI b – Specimen of Performance Guarantee.....	38
ANNEX VII – Specimen of Service Contract	39

1. Contracting Authorities and scope of service contract

1.1 Scope of the tender

The **organisations:**

- Agios Loukas Agricultural Cooperation Rachi Pieria & O.P. (A.C. Rachis) - Coordinator,
- Agrotikos Sinetairismos Sparagoparagogon Nestou (A.C. Nestos) - Partner,
- Asociatia Organizatia Interprofesionala Nationala, PRODCOM LEGUME-FRUCTE DIN (PRODCOM) - Partner,

(hereinafter Contracting Authorities) are conducting an open Call for Tenders regarding the Multinational Program **EU Orchards of Taste**. The assignment criterion is the most advantageous economically tender in order to select the Agency (-ies) that will implement the the “EU Orchards of Taste” - **101015762** submitted under **AGRI-MULTI-2020** (Call for proposals for multi programmes 2020 – Promotion of agricultural products) **Topic: MULTI-C-2020** in the frame of Regulation (EE) 1144/2014 of the European Parliament and the Council of Reg (EE) 2015/1829 and 2015/1831 of the Commission, which has been approved by the invitation letter Ref. Ares(2020)4845721 - 16/09/2020. A Grant Agreement is expected to be signed by December 2020.

The tender will be conducted in accordance with the terms set in this issue and are approved by the Board of Directors of the Contracting Authority.

All the terms and requirements included in this issue are mandatory for the participating economic operators. Tenders which, in the opinion of the Joint Evaluation Committee (hereinafter referred as Committee or JEC), are vague and unsubstantiated or contain terms contrary to the Issue and / or Sections, or contain incomplete or inaccurate information, are deemed inadmissible and rejected.

Joint Competition Committee will be responsible for conducting and evaluating the Tender. Participants waive any right to claim any compensation from the Contracting Authorities in the event of postponement or cancellation of the procedure or rejection of their Tender for any reason or in the event that the Contracting Authority does not proceed with the implementation of the project.

The closing date for submitting the tenders is in **December 11th 2020, until 13:00** at Greek Contracting Authority's premises – A.C. Rachis, Rachi Pierias 60100 (info Mr Dimitrios Ntoursos, tel. +23510 98711, e-mail: info@kerasiarachis.gr)

The estimated value of the contract is EUR **2.695.282** (excluding VAT) and relates to direct costs of actions, including other direct costs (travel and subsistence costs of contracting authorities and fees of contractor (s)), in accordance with the Grant Agreement.

The selection of the Contractor will occur after the evaluation of the tenders and the most economically advantageous tender will be selected. The evaluation procedure is described in detail in sections 4.1 and 4.2 herein.

The project is partly funded by the Contracting Authorities own funds (20%) and with European Union grant (80%).

The project will be completed within three years and until the final completion of the project that has started on 01/01/2021.

1.2 Procurement-Financing

Type of procedure

Open Procedure

Financing

The contract is financed by European Union by 80% according to Regulation (EU) 1144/2014 Regulation (EU) No 1144/2014 of the European Parliament and of the Council of 22 October 2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008 and by own contribution of Contracting Authorities by 20%.

1.3 Short description and scope of the contracts

The partnership of the EU Orchards of Taste consists by (group) of two producer organizations from Greece led by PO AC Rachis from Pieria Greece, and the inter-professional Organization PRODCOM for the

fruits of vegetables sector of Romania. The project target Malaysia, South Korea, Singapore and Indonesia, four markets of the South East Asia with high growth potential for EU fresh products. The objective of the project is to enhance the competitiveness of the specific fresh products and raise their consumption outside the Union. In the three markets demand for high quality and safe fresh fruits is growing fast and global competition is fierce. Promoting the image of the products and their competitive advantages and applied extended promotion and advertising activities the project will support higher exports growth rates for Greek producers and initiation of exports for Romania thus generate new exports, increasing in that way Union market shares. The project identified imports, distribution and retails channels as a top priority group, addressing to the general public and consumers. Moreover has identified a key group among multipliers in the markets. The project provisions large scale activities for the trade and multipliers groups (stands at trade fairs, seminars/workshops/B2B meetings, study trips); on the other side website, social media, print and online advertising, communication tools (publication, promotional videos) and dedicated B2C activities (tasting days and road shows) have been provisioned for the general public.

The total estimated value of the contract is 2.695.82 € (excluding VAT) and the duration of the contract will be thirty six (36) months.

Main CPV codes: 7900000

The contract is divided in three (3) Lots:

- Estimated value of LOT 1 Greece in EURO (excluding VAT): 1.208.445.
- Estimated value of LOT 2 Greece in EURO (excluding VAT): 970.803.
- Estimated value of LOT 3 Romania in EURO (excluding VAT): 516.304

Tenders may be submitted for all lots.

Analytical description of the technical requirements is presented in Annex I of the present.

Contracting Authorities will award three (3) contracts - one per LOT - according to the most economically advantageous tender based on the best quality – price ratio.

1.4 Legal Framework

The tender and its procedures are carried out in order to ensure the most efficient execution of the approved project in the best possible cost-benefit ratio.

The choice will be based on the principles of transparency, impartiality and the protection of public and Community money.

The competition is carried out on the basis of two conditions: the best possible price-quality ratio and the principle of avoiding conflicts of interest.

The competitive procedure shall be conducted in accordance with national and Community law and in particular:

- **Joint Ministerial Decision 419/18559/16.03.2017 GG 855** – Laying down application rules of Regulation (EU) 1144/2014 of European Parliament and of the Council, Commission delegated Regulation (EU) 2015/1829 and Commission implementing Regulation (EU) 2015/1831 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries.
- **Note “GUIDANCE ON COMPETITIVE PROCEDURE” of the EUROPEAN COMMISSION (DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT | Directorate B. Multilateral relations, quality policy | B.5. Promotion) DDG1.B5/Mj/db D(2016)3210777.**
- **REGULATION (EU) No 1144/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 22 October 2014** on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008
- **COMMISSION DELEGATED REGULATION (EU) 2015/1829** of 23 April 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries
- **COMMISSION IMPLEMENTING REGULATION (EU) 2015/1831 of 7 October 2015** laying down rules for application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries

- GRANT AGREEMENT NUMBER — **101015762 EU Orchards of Taste** between Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) under the powers delegated by the European Commission, and “*Agios Loukas Agricultural Cooperation Rachi Pieria & O.P.*”, “*AGROTIKOS SINETAIRISMOS SPARAGOPARAGOGON NESTOU*” and “*ASOCIATIA ORGANIZATIA INTERPROFESIONALA NATIONALA PRODCOM LEGUME FRUCTE DIN ROMANIA*” as Beneficiaries.

1.5 Contracting Authorities

COORDINATOR

Legal Name	<i>Agios Loukas Agricultural Cooperation Rachi Pieria & O.P. - Greece</i>
Address	Rachi Pierias
Town	Rachi
Postal Code	601 00
Country	Greece
Phone	23510 98711
Email	info@kerasiarachis.gr
Contact person	Mr. Dimitrios Ntouros
Web address (URL)	http://www.kerasiarachis.gr/

Type of Contracting Authority: Contracting Authority is a Producers Organization.

PROJECT PARTNER

Legal Name	<i>Agrotikos Sinetairismos Sparagoparagogon Nestou - Greece</i>
Address	Chrysoupolis Keramotis
Town	Kavala
Postal Code	642 00
Country	Greece
Phone	+30 25910 62140
Email	info@asnestos.gr
Contact person	Mr. Ioannis Passalidis
Web address (URL)	https://asnestos.gr

Type of Contracting Authority: Contracting Authority is a Producers Organization

PROJECT PARTNER

Legal Name	<i>Asociatia Organizatia Interprofesionala Nationala, PRODCOM LEGUME-FRUCTE DIN - Romania</i>
Address	Walter Maracineanu NR 1-3, ET. 2, Cam
Town	Bucuresti
Postal Code	010155
Country	Romania
Phone	+40 728 63 63 63
Email	oipa.legumefructe@yahoo.ro
Contact person	Mr. Aurel Tanase
Web address (URL)	www.oipalegumefructe.ro

Type of Contracting Authority: Contracting Authority is Inteprofessional Organization in the fruits and vegetable sector.

Communication:

- a) The procurement documents are available for unrestricted and full direct access, free of charge at: www.kerasiarachis.gr
- b) Additional information can be obtained from the above-mentioned address
- c) Tenders of request to participate must be submitted to the above- mentioned address

1.6 Publicity

A. Publication at European level

A Contract notice has been sent for publication though on the Supplement of the Official Journal of European Union on 13/11/2020

B. Publication at national level

- 1) The Contract Notice and the present have been published at the websites of the Contracting Authorities.
- 2) An abstract has been published at the A.C.Rachis website.
- 3) An abstract of the Call for Tenders has been published at following national media in Greece

1.7 Deadline for submission of tenders and opening of tenders

Time limit for receipt of tenders: Wednesday December 11th, 2020 13:00 local time Greece.

Conditions for opening of tenders: Wednesday December 11th, 2020 15:30 local time Greece.

1.8 Principles applied at the procedure

Economic operators undertake to:

- a) comply with, and continue to comply with, during the performance of the contract, in case of contract award, with their obligations under the provisions of environmental, social and labor law established by Union law, national law, collective agreements or international law; provisions of environmental, social and labor law. Compliance with these obligations shall be monitored and verified by the bodies overseeing the performance of public contracts and the competent public authorities and services acting within the limits of their responsibility and competence.
- b) they will not act unlawfully, illegally or abusively throughout the award process, but also during the stage of performance of the contract awarded
- c) will take appropriate measures to safeguard the confidentiality of the information designated as such.

2. Description of the Project

2.1 Objectives

The action is fully aligned with the general and specific objectives of Reg (EU) 1144/2014, as it fulfils the following specific objectives:

- To expand the existing network of sales of the Greek products under promotion in the target countries;
- To create new channels and networks for the Romanian products under promotion in the target countries;
- To strengthen the economic transactions;
- To build the awareness of the products under promotion in the target countries;
- To build trust and confidence for the EU fresh fruits;
- To promote the quality of the fresh fruits in the target countries;
- To increase the demand of safety-oriented and healthy-oriented food;
- To better understand the diversification of the consumers' needs and the creation of the market they are expecting;
- To promote the consumption of the healthy-oriented food to the elderly people, since the healthy lifestyle is increasing.

The overall goal of the project is twofold:

- 1) For the target countries: to build their confidence and trust for the EU fresh fruits and vegetables;
- 2) For the participating countries (Greece and Romania): To enhance their productivity, the added value, the agricultural income, the preservation of employment of the sector, to contribute to the national economic growth and to fight poverty.

2.2 Target groups

Distributors: restaurants, wholesalers, retailers and supermarkets.

Consumers: Age groups 20-54 years old middle-income men and women / urban households middle income with one or two persons).

Multipliers: Influencers, opinion leaders, consumers associations, journalists, medical and nutritional professions and chefs.

2.3 Target markets

Malaysia, South Korea, Singapore and Indonesia.

2.4 Scope of the contract

The project involves the implementation of a balanced framework for information and promotion actions divided into the following categories of actions:

- Website, social media
- Advertising
- Communication tools
- Events
- Promotion in point of sales

3. General and specific participation conditions

3.1 General conditions

3.1.1 Communication – Access to Tender documents

The whole communication will be conducted electronically via email to the mentioned address of the Contracting Authorities.

3.1.2 Questions - Clarifications

Request for clarifications or questions related to the present Tender and other related documents are submitted by email until December 1st, 2020 and they will be communicated to all involved economic operators.

The Contracting Authority may extend the time limit for the receipt of the tenders, so that all interested economic operators can obtain all the information necessary for the preparation of tenders in the following cases:

- 1) where, for any reason, additional information, although requested by the economic operator in good time, has not been provided at least six (6) days before the deadline set for the receipt of tenders,
- 2) where the contract documents undergo significant changes.

The length of the extension will be commensurate with the importance of the information or changes.

Where additional information has not been requested in adequate time or if it is not relevant to the preparation of the appropriate tenders, the time limits shall not be extended.

3.1.3 Language

Tender documents have been conducted in English. Any objections or appeals should be submitted in English.

Tenders will be submitted in English, typed and not having any irregular corrections (erasing, deleting, additions etc).. Administrative and supporting documents should be submitted in original language and accompanied by a brief translation in English.

Any kind of communication with Contracting Authority during the procedure will be in English.

3.1.4 Guarantees

The Letters of Guaranties mentioned in articles 3.2.2 and 5.1 may be issued by credit institutions or financial institutions or insurance companies, lawfully operating in the Member States of the Union or The European Economic Area or the International Public Procurement Agreement's Member States and in accordance with the provisions in force giving them this right.

The Contracting Authorities reserve the right to contact the issuers of the letters of guarantee in order to verify their validity.

3.2 Eligibility – Tender Guarantee - Selection criteria

3.2.1 Eligibility

1. Within the present procedure natural or legal entities have the right to participate and in case of groups or consortium of economic operators, their members which are established in:
 - a) Member state of the Union,
 - b) Member state of the European Economic Area
 - c) Third countries that have signed and ratify the International Public Procurement Agreement and
 - d) Third countries that are not under point (c) of the present article but have signed bilateral or multilateral agreements with the Union regarding public procurement contract award procedures.
2. Groups or consortiums of economic operators are not obliged to form a specific legal entity for the submission of their tenders nevertheless Contracting Authorities reserve the right to request from them to form such an entity in case that the contract is assigned to them.
3. In cases of tender by group or consortiums of economic operators, all its members shall be liable to the Contracting authorities jointly and in full.

3.2.2 Tender Guarantee

3.2.2.1. Economic operators that are presenting their tender have to submit a Tender Guarantee of EUR 10.000 (euro ten thousands) either by a Letter of Guarantee according to the specimen of ANNEX VIa, or by bank deposit. In the case of groups or consortiums of economic operators, the guarantee shall also include the condition that the guarantee covers the obligations of all economic operators participating. The Guarantee must be valid for at least thirty (30) days after the expiration of the deadline referred to in Article 3.4.5 hereof, otherwise, the offer will be rejected. The Contracting Authorities reserve the right, before the expiration of the tender, to request the extension of the period of validity of the tender and the tender guarantee.

In case of bank deposit, economic operators should inform relatively Contracting Authorities in order to receive bank account details where deposit should be done.

3.2.2.2. Tender Guarantee or deposit submitted will be returned to economic operators after the conclusion of the award procedure.

3.2.2.3. The Tender Guarantee or the deposit shall be forfeited in case that a tenderer withdraws its tender during its validity or provides false information or documents as referred to in Articles 3.2.2 to 3.2.5 fails to submit in time the documents required or fail to arrive in time for the signature of the contract.

3.2.3 Grounds for exclusion

An economic operator shall be excluded from participation in this contract award procedure if it is in its person (in the case of an individual natural or legal person) or in one of its members (in the case of a group or consortium of economic operators) with one or more of them, the following reasons:

3.2.3.1. Where there is an irrevocable conviction for one of the following reasons according to the European and national legislation in force:

- (a) Fraud
- (b) Corruption,
- (c) Participation in a criminal organization
- (d) Money laundering or terrorist financing
- (e) Terrorist offenses or offenses related to terrorist activities
- (f) Child labor and other forms of trafficking in human beings

The economic operator shall also be excluded where the person against whom the judgment has been rendered irrevocable is a member of its administrative, management or supervisory body or has the power to represent, make or control it (managers, members of the Board of Directors and legal representatives).

If in the above cases (a) to (f) the exclusion period as set out above, has not been determined by an irrevocable decision, it shall be five (5) years from the date of conviction by an irrevocable decision.

3.2.3.2. In the following cases:

- a) When the economic operator has failed to pay his taxes or social security contributions and this has been established by a judicial or administrative decision with final and binding effect, in accordance with the provisions of the country of establishment or national law and / or;
- b) It is bankrupt or has been subject to a resolution or special clearance procedure or is forced into liquidation or by a court or has been subject to bankruptcy or has suspended its business or is in

any similar situation resulting from a similar process provided for by national law. The contracting authority may not exclude an economic operator who is in one of the situations referred to in this case, provided that it proves that that entity is able to execute the contract, taking into account the applicable provisions and measures to continue its business;

- c) There are sufficiently reasonable indications that the economic operator has concluded agreements with other economic operators with a view to distorting competition;
- d) If a conflict of interest cannot be effectively treated by other, less intrusive means;
- e) If a situation of distortion of competition from the economic operator's prior involvement in the preparation of the procurement procedure, cannot be remedied by other, less intrusive means;
- f) If has not demonstrated a serious or recurrent defect in the execution of an essential claim under a prior agreement resulting in its early termination, indemnities or other similar sanctions;
- g) If has been fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfillment of selection criteria or in the performance of a contract;
- h) If has been found guilty of serious misrepresentation in providing the information needed to ascertain the absence of exclusion grounds or to fulfill the selection criteria, he has concealed this information or is unable to provide the necessary supporting documents;
- i) Has attempted to unduly influence the decision-making process of the contracting authority, to obtain confidential information which may give it an unfair advantage in the award procedure or to negligently provide misleading information which may substantially affect the contracting authority for its exclusion, selection or assignment;
- j) Whether the contracting authority can demonstrate, by appropriate means, that it has committed a serious professional misconduct, which calls into question its integrity.

If in the abovecases (a) to (i) the exclusion period has not been set by an irrevocable decision, it shall be three (3) years from the date of the relevant event.

3.2.3.3. The economic operator shall be excluded at any time during the contract award procedure, when it is proved that he has been, because of his acts or omissions, either before or during the procedure, in one of the above cases.

3.2.3.4. Economic operator falling into one of the situations referred above may provide evidence to show that the measures taken are sufficient to prove its credibility, although the reason for exclusion (self-cleaning) is present. If the information is found to be sufficient, the economic operator concerned shall not be excluded from the procedure. Measures taken by economic operators shall be assessed in the light of the seriousness and particular circumstances of the criminal offense or offense. If the measures are found to be inadequate, the economic operator shall be informed of the reasoning of that decision. An economic operator that has been excluded, in accordance with the present provisions, by a final decision at national level from participating in the award procedure may not avail itself of the above option during the period of exclusion set out in that decision.

3.2.4. Selection criteria

3.2.4.1 Suitability of professional activity

The economic operators should be activated in the fields related to the scope of the contract. Economic operators established in a Member State of the European Union are required to be registered in one of the professional registries kept in their country of establishment. Where economic operators are required to have a specific approval or to be a member of a particular organization in order to be able to provide the relevant service in their country of origin, the contracting authority may require them to prove that they have such approval or that they are members of that organization or invite them to make an affidavit before a notary public about their pursuit of the profession.

In the case of economic operators established in a Member State of the European Economic Area (EEA) or in third countries acceding to the GPA, or third countries not covered by the foregoing and having concluded bilateral or multilateral agreements with the Union on procurement procedures are required to be registered in the respective professional registers.

3.2.4.2 Economic and financial standing

With regard to the economic and financial standing, economic operators should have a turnover equal or above the estimated value of the contract. Economic operators should provide this data regarding their turnover that is related to the scope of the contract according to specimen of ANNEX II.

3.2.4.3 Technical and professional capacity

With regard to the technical and professional capacity, the economic operators, should satisfy the following conditions and present them according to the specimen of ANNEX II:

1. They should have undertaken and implemented at least two (2) contracts for the promotion and information of fresh fruits in the EU or third countries or in the market of interest (Malaysia, South Korea, Singapore and Indonesia) the last (5) five years and/or at least two (2) contracts of multilateral for the promotion of fresh fruits
2. Economic operators should have the adequate human resources especially those responsible for quality control and with the adequate professional and academic background. For that economic operators should declare:
 - a) The main contracts they have performed during the last five (5) years;
 - b) Technical staff, in particular those responsible for their quality control;
 - c) The Project Team that will be assigned for the contract as well as the means of study and research;
 - d) The average annual workforce during the last three years;
 - e) The technical equipment and procedures at their disposal and the measures they take to ensure quality.

3.2.4.4 Rely in third parties

Economic operators may, in respect of the criteria of economic and financial standing and technical and professional capacity, rely on the competences of other bodies, irrespective of the legal nature of the bond with them. In this case, they shall demonstrate that they will have the necessary resources at their disposal by producing the relevant commitment of the bodies on which they rely.

Specifically, with regard to the related professional experience, economic operators, may only rely on the capabilities of other entities if they perform the tasks or services for which those capabilities are required. Where economic operators rely on the competences of other bodies in relation to the criteria relating to the financial and financial competence required by the declaration, those economic operators and those on which they rely shall be jointly and severally liable for the performance of the contract. Under the same conditions, economic operators' associations may rely on the competences of the participants in the group or consortium or other entities.

3.2.5 Selection rules

3.2.5.1 Supporting documents

The right of participation of economic operators and the terms and conditions of their participation, as set out above shall be considered when submitting a tender, when submitting the supporting documents of this paragraph and at the conclusion of the contract.

Where an economic operator or group or consortium thereof, it is based on the capabilities of other entities, they are required to submit supporting documents proving that the grounds for exclusion under are not fulfilled and that they meet the relevant selection criteria on a case-by-case basis.

The economic operator is obliged to replace any entity relied on, the capacity of which does not meet the relevant selection criterion or for which there are grounds for exclusion.

1. In order to prove that the economic operators do not fall in any of the grounds of exclusion, they should submit as supporting document along with their Tender, a Declaration of Honor according to specimen of ANNEX III.
2. In order to prove their professional activity, they should submit as supporting document with their tender a certificate of the relevant professional or commercial register of the State of establishment. Economic operators established in a Member State of the European Union shall provide a certificate / attestation of the corresponding professional or commercial register certifying both their registration and their qualification their profession. In the event that a country does not maintain such a register, the document or certificate may be replaced by an affidavit or statement issued by notary that such a register is not kept and declaring their activities.
3. In order to prove the economic and financial standing economic operators shall furnish their economic statements, balance sheets and accounts for the last two (2) years. If the economic operator, for good reason, is unable to provide the above supporting documents, he may prove his economic and financial standing by any other appropriate document.
4. In order to prove for their technical and professional capacity, the economic operators shall submit as supporting document with their tender, the Technical and Professional Reference according to specimen of ANNEX II.

Groups or consortiums of economic operators submitting a joint tender shall submit the above, where applicable, supporting documents for each economic operator participating in the group or consortium.

Where an economic operator relies on the capabilities of other entities to demonstrate that it has the necessary resources, it shall provide, in particular, a written commitment by those entities to that effect.

3.3 Award criteria

3.3.1 Award criteria

Contract award criterion is the most advantageous from economic point of view tender based on the best quality – price ration according to the following table.

Criteria	Description	Weighting
Group A Technical and financial capacity criteria		40%
K1	Experience of promotion of agricultural products	30
K2	Project team (management, organization), professional skills and background	40
K3	Tturnover as percentage of the estimated value of the contract	30
Sum of Weighting of Group A		
Group B Quality of Tender criteria		60%
K3	Understanding of the project	20
K4	Methodology of implementation and quality mechanisms	40
K5	Detailed presentation of actions and time plan	40
Sum of Weighting of Group B		
Sum of Total Weighting		100%

3.3.2 Rating and ranking of tenders

The weighted score of each criterion will be derived from the product of the sub-weighted factor on its score, and the aggregate bid score will be derived from the sum of the weighted scores of all criteria.

The most economically advantageous tender is the one that presents the lowest ratio of the price offered to the overall rating of the technical tender (ie the one in which L is the smallest number), according to the following formula.

$$L = \frac{\text{Price}}{\text{Total ranking of technical tender}}$$

3.4 Content of Tenders

3.4.1 General Rules

Tender are submitted based on the technical requirements set in ANNEX I of the present for all described services and LOTS. Alternatives will not be accepted.

A joint tender submitted by a group or consortium of economic operators, should be signed either by all economic operators or by their duly authorized representative. The tender must specify the extent and type participation (including the remuneration) of each member, as well as its representative / coordinator.

3.4.2 Time and place of submission of tenders

3.4.2.1. Tenders shall be submitted until the deadline set in the present either by hand or by post or courier services. After the expiration date and time, tenders submitted will not be accepted and will be returned unsealed.

3.4.2.2. Tenders will include the following:

- a) A sealed folder titled “Supporting Documents” –on which are included all relative documents according to the requirements of the present. All documents should be also submitted in electronic form in a CD/DVD or USB flash drive.
- b) A sealed folder titled “Technical Tender -Economic Tender” including their technical approach and the financial offer according to the specimen of ANNEX I and ANNEX V. Economic operators should also include budget analysis of each service related to the implementation of each action / activity. All documents should be also submitted in electronic form in a CD/DVD or USB flash drive.

Economic operators shall indicate those elements of the tender, which are confidential. Where an economic operator classifies information as confidential because of the existence of technical or commercial confidentiality, in its declaration, it shall state explicitly all relevant law provisions or administrative acts that impose the confidentiality of that information.

They are not classified as confidential information on unit prices, quantities, financial quotation and technical quotation details used for its evaluation.

Contracting authorities may require from the economic operators at any time during the procedure to submit within a reasonable time additional supporting documents and information when necessary for the proper conduct of the procedure.

3.4.3 Content of folders

3.4.3.1 Supporting documents

Economic operators and this section will include “The Tender Guarantee” according to the specimen of ANNEX Via or the receipt of the bank deposit and the documents listed on point 3.2.3.1 of the present.

3.4.3.2 Technical Tender

The technical Tender should cover all the requirements and specifications set by the Contracting Authorities with ANNEX I "Technical Specifications" describing exactly how these requirements and specifications are met. It shall include in particular the documents and supporting documents to assess the suitability of the services provided, on the basis of the award criterion, in accordance with the details set out in that ANNEX.

The economic operators shall indicate the part of the contract, which they intend to subcontract to third parties and the subcontractors they propose.

3.4.4 Economic Tender

Economic Tender is submitted according to the specimen of ANNEX V. All prices will be in EURO. Price includes third party charges, as well as any other charges, in accordance with applicable legislation, not including VAT, for the provision of services on site and in the manner provided in the contract documents. Contracting Authorities reserve the right, in case that a Tender includes an excessive discount, to request from economic operators to provide additional information on their estimation. If the provided information is considered as inadequate by the judgment of the Contracting Authority then the tender is considered as ineligible and will be rejected. Tenders shall also be rejected in case which: a) no price is given in EURO or a EURO / foreign currency ratio is stipulated, and (c) the price exceeds the contract budget.

3.4.5 Validity of tenders

Tender will be valid and be bidding economic operators for two (2) months from the deadline for submitting tenders. Tender indicating duration period that is shorter than the indicated will be rejected. The validity of the tender may be extended in writing, if requested by the Contracting Authority, before its expiration, with a corresponding extension of the letter of guarantee, for a maximum period of time equal to the original duration specified above.

3.4.6 Reasons for rejecting tenders

The Contracting Authority, based on the results of the selection and award procedures shall in any event reject a tender which:

1. Is not submitted within the time limit, in the manner and with the content specified above;
2. Contains defects, deficiencies, ambiguities or errors, where these cannot be supplemented or corrected, or if they can be supplemented or corrected, have not been remedied at their clarification and completion;
3. For which the tenderer has not provided the required explanations within the prescribed time limit or the explanation is not acceptable to the contracting authority;
4. It is considered as alternative or which does not meet the minimum requirements set out in ANNEX I “Technical Specifications”;

5. A tenderer submits two or more tenders. This restriction applies, and in the case of groups or consortium of economic operators with joint members, as well as in the case of economic operators involved either individually or as members of a group or consortium;
6. Which is conditional;
7. Which sets a readjustment condition;
8. Which has deficiencies related to the supporting documents required and in the divergences with the terms and conditions of the contract.

4. Evaluation of Tenders

4.1 Opening and evaluation of tenders

4.1.1 Opening of tenders

Coordinator has assigned an Evaluation Committee (EC) that will be responsible for receiving, opening and evaluating tenders submitted. Members of EC assigned by Coordinator will celebrate a closed meeting after the closure of the deadline for submitting tenders following the below mentioned stages:

1. Opening folders "Supporting documents".
2. Opening folders "Technical Tender- Economic Tenders".

By opening the aforementioned folders, each tenderer shall have access to the other tenders and their supporting documents, without prejudice to those aspects of any tender declared confidential.

The contracting authority may invite economic operators to complete or specify the documents or supporting documents submitted, or to specify the content of their technical or financial offer.

4.1.2 Evaluation of tenders

EC will proceed to the evaluation of the tenders submitted and their ranking according to the criteria and system provisioned in the present.

The Members of EC assigned by the Coordinator will register the tenders submitted, as well as the submitted supporting documents and the results of their control at a Protocol number.

Then EC will open and verify the content of the folders "Technical Tender – Economic Tenders" of the eligible tenderers and will register the results of the control to a Protocol number..

Their evaluation will be done according to the criteria and methodology set at the present tender and a Protocol number will be assigned regarding both the eligible and non-eligible tenders.

In the case that EC considers a tender or tenders abnormally low in relation to the scope of the contract, it reserves the right to request from the economic operators to further justify the price or cost they propose in their tender, within the time limit of ten (10) days from the last received notification.

In the case of equivalent tenders with the same overall final score, the one with the highest score of technical tenders will be nominated as temporal contractor. If the equivalent tenders have the same technical tender rating, the award shall be to the one with the lowest price.

EC will forward all related to the procedure documents to Coordinator competent bodies for the contract award procedure.

EC's decisions may be appealed or objected will preliminary appeal based on the procedure of Article 4.4 hereof.

4.2 Call to temporal contractor – Submission of supporting documents.

The Coordinator, after the conclusion of the evaluation and the award procedure, will call the economic operator who has been nominated as temporal contractor, to submit in a strict deadline of ten (10) days after receiving relevant notification all documents proofing that contractor is not in any of the condition set in Article 3.2.3 and presented in ANNEX IV.

If the aforementioned supporting documents are not provided, or there are deficiencies in their submission, the temporal contractor can submits a request for extension of the submission deadline accompanied by the supporting documents within the time limit from which it can be proved that he has requested the supporting documents. Then, the contracting authority can extend the deadline for the submission of supporting documents for as long as it is required by the competent authorities to provide the missing supporting documents.

This also applies in cases where the Contracting Authority requests the further submission of supporting documents in the process of tenders evaluation or requests to participate before the award stage, respecting the principles of equal treatment and transparency.

The Contractor shall be eliminated, the Tender Guarantee tender shall be forfeited in favor of the contracting authority and the second in ranking tenderer will be nominated as temporal contractor, if:

1. upon checking the above supporting documents, it is found that the information provided is false or inaccurate; or
2. the required supporting documents are not submitted within the prescribed period; or
3. the supporting documents provided in a lawful and timely manner do not establish the terms and conditions for participation in accordance with the terms for exclusion grounds and selection criteria hereof;

Control and verification procedure of the above documents is completed with a relevant Protocol indicating any supporting documents that need supplementation as specified above that will be forwarded to the Competent body of the Contracting Authorities for the final award of the contract or cancelation or declaration of temporal contractor as eliminated. The results of the verification of the above documents are validated by the award decision of the Contracting Authorities.

4.3 Contract Award

Contracting authorities shall notify the award decision, to all tenderers not excluded during the evaluation stages. The legal effects of the award decision, and in particular, the conclusion of the contracts shall be cumulative if the deadline for a appeal has expired or, in the case of an appeal, the deadline for an appeal for suspension has expired; and in case of appeal for suspension a decision is issued on the appeal.

The contracting authority shall invite the contractor to proceed to the signature of the contracts, within a deadline, which may not exceed twenty (20) days from the relevant notification. If the contractor fails to sign the above contract within the time limit set, the Contractor shall be eliminated, the Tender Guarantee tender shall be forfeited in favor of the contracting authority and the same procedure shall be followed for the runner up.

4.4 Appeals - Objections

Against the tender notice and the Tender Specifications, the participation of a tenderer and the tendering procedure, up to the award decision, an appeal or objection is permitted.

The above actions shall be submitted in writing to the Contracting Authority as follows:

(a) Against tender notice and the Tender Specifications:

Within the half of the time from the publication of the notice up to the deadline for submission of tenders. The dates of publication and of the submission of tenders shall also be taken into account in determining that time limit.

The objection is examined by the Joint Evaluation Committee, which submits a recommendation to the Contracting Authority, which issues the relevant decision the latest two (2) days before the submission deadline.

b) Against the participation of an economic operator and the tendering procedure, up to the award decision within three (3) working days, after the Tenderer in concerned became aware of the act or omission of the Joint Evaluation Committee.

Such objection shall be notified within two (2) days of its submission to the entity against whom it is directed. The objection is examined by the Joint Evaluation Committee and the Contracting Authority shall issue its decision no later than five (5) working days after the deadline for submitting objections.

c) Against the award decision, in respect of the legality and completeness of the supporting documents, within three (3) working days, after the tenderer concerned became aware of the above decision and the above documents.

This objection shall be notified within two (2) days of its submission to the temporary contractor against whom it is directed. The objection is examined by the Joint Evaluation Committee and the Contracting Authority - upon recommendation of the Joint Evaluation Committee - shall issue the relevant decision no later than five (5) working days from the end of the above three-day period.

Objections filed for any other reasons other than the above are not accepted and rejected. The relevant decision of the Contracting Authority on the objection will be notified electronically to the complainant in order

to become aware of its content. If any objection is rejected, interested parties may appeal before the civil courts of the Contracting Authority.

4.5 Cancellation of the procedure

The Contracting Authority reserves the right to cancel partially or as a whole procedure, after recommendation of the Joint Evaluation Committee. In addition, if errors or omissions are found at any stage of the award process, it may, partially cancel the procedure, adjust its outcome accordingly, or decide to repeat it from the point where the error or omission occurred.

5. Contractual Terms

5.1 Performance Guarantee

The signing of the contracts requires three Performance Guarantees in favor of Contracting Authorities which amounts to 5% of the value of each contract, excluding VAT, and they are deposited before or when signing the contract. Contracting Authorities may accept as Performance Guarantees a Letter of Guarantee according to the specimen of ANNEX VIB or Bank Check issued by a financial institute operating legally in the European Union.

The Performance Guarantees cover, in a comprehensive and non-discriminatory manner, the application of all the terms of the contracts and any contracting authority's claims against the contractor.

The performance guarantee shall be forfeited in the event of a breach of the terms of the contract, as specified herein.

The performance guarantees are refunded in full after the final closure of the contract verified with a final protocol by the Contracting Authorities. If the final protocol mentions or there is a late delivery, the above guarantees shall be refunded after the comments and the deadline have been dealt with.

5.2 Contractual legislation

For the performance of contracts, the legislation foreseen at Article 1.4 and specifically the provisions of the Grant Agreement (101015762) – **EU Orchards of Taste** will be applied.

5.3 Subcontracting

5.3.1. The Contractor shall not be relieved of its contractual obligations and responsibilities due to the subcontracting of actions/ activities of the contract(s) and is the main responsible for the good performance of the contract(s).

5.3.2. At the time of signature of the contract, the Contractor shall indicate to the Contracting Authorities the name, contact details and legal representatives of its subcontractors who will be involved in the performance of the contract, if known at the time. In addition, it is obliged to notify the contracting authority of any change in this information during the contract, as well as the information required of any new subcontractor which the Contractor subsequently uses in that contract, providing the relevant contracts or cooperation agreements. In case of termination of the Contractor's cooperation with the subcontractor / subcontractors of the contract, he shall immediately notify the Contracting Authority of such termination, and shall ensure the proper execution of the contract either by himself or by a new subcontractor, which shall notify the contracting authority during the above procedure. (In the event that the Contractor has relied on the subcontractor's abilities in terms of financial, technical and professional capacity, in accordance with the requirements of the present, the conditions and procedure for replacing him are hereby specified).

5.4 Amendment of the contract

The contract may be amended according to the provisions of the Grant Agreement (101015762) – EU Orchards of Taste.

5.5 Termination of the contract

5.6.1. The contract may be terminated according to the provisions of the Grant Agreement (101015762) – EU Orchards of Taste.

6. Special Terms for the Performance of the Contract

6.1 Payment of Contractor

6.1.1. Payments of Contractor shall be done according to the following terms.

a) To 100% of the contractual value of the services delivered partially or in annual base.

Payments will be made by the presentation of the legal documents and all relative supporting documents for each action/ activity.

6.2 Deposal of Contractor - Sanctions

6.2.1. The Contractor with the prejudice of grounds of force major can be deposed from the contracts and any contractual rights in case that fails to fulfill the contractual obligations or fails to comply with the contracting authority's written instructions, which are in accordance with the contract or the relevant provisions and especially the ones of the Grant Agreement (101015762) – **EU Orchards of Taste**.

In this case, Contractor shall be notified of a special nuisance, which shall include a specific description of the actions to be taken by him, setting a time limit for compliance, which may not be less than fifteen (15) days. If the deadline set by the Special Nuisance expires without complying, it shall be declared duly justified within thirty (30) days of the non-compliance of the said time limit for compliance.

The following sanction total deprivation of the performance guarantee s shall be imposed on the contractor who is deposed of the contract, after summoning him for explanations:

6.2.2. If the contractor will not provide services provisioned in the contract penalties shall be imposed against it, by reasoned decision of the contracting authority. Penalties may also be imposed for improper performance of the terms of the contract.

The penalties are calculated as follows:

- (a) for a delay limited to a period not exceeding 50% of the foreseen duration of partial / intermediate deadlines of the corresponding a penalty of 2.5% shall be imposed; on the contractual value excluding VAT of the services rendered out of time,
- (a) for a delay exceeding 50% a penalty of 5% excluding VAT is imposed on the contractual value of the services rendered late;
- (b) The amount of penalties is deducted / offset by the contractor's fees.

The imposition of penalties does not deprive the contracting authority of the right to declare Contractor as deposed.

6.3 Appeals in the process of contract performance

The Contractor may object to the decisions imposing penalties, in accordance with the provisions of the Articles 5.2, 6.1, 6.4 as well related to the contractual terms for reasons of lawfulness and substance to the entity executing the contract within a period of (30) days from the date of notification or full knowledge of the decision. The time limit for bringing proceedings is suspended. The competent authority shall decide within thirty (30) days of such exercise, otherwise deemed tacitly rejected. No other action may be brought against that decision. If the decision imposing the sanctions is not brought within the time limit for bringing the action or is rejected by the competent authority, the decision shall become final. If a deadline for appeal is lodged, the consequences of the decision are suspended until it is finalized.

6.4 Judicial settlement of disputes

Any dispute between the Contracting Parties arising out of the contracts shall be settled by appeal to the Courts in Greece and Romania respectively.

6.5 Monitoring of the contract

6.1.1. The monitoring of the contract is obligation of the Contracting Authorities and the competent assigned personnel that form the Project Team. Project Team will consulat Contracting Authorities for all subjects related to the propel performance of the contract and the fulfillment of the contractual obligations of the Contractors, for the taking of imposed measures for non-compliance with the above conditions, and in particular for matters relating to the modification of contract scope, according to the provisions of the Grant Agreement (101015762) – **EU Orchards of Taste**.

6.6 Duration of the Contract

6.6.1. The duration of the Contracts is set to 36 months and will be valid until the final closure of the Grant Agreement (101015762) – **EU Orchards of Taste**.

6.7 Acceptance of contract scope

6.7.1 Acceptance and receipt of the services and their deliverables shall be affected by a Project Team assigned by Contracting Authorities.

During this procedure the required check is carried out in accordance with the terms of the contract and the contractor may also be invited to attend. Upon completion of the procedure, the Project Team shall:

- (a) either accept and receive the services and their deliverables concerned, provided that the contract requirements are met, without the approval or decision of the Contracting Authorities;
- (b) advise on acceptance / receipt with observations or rejection of the services/deliverables provided; the latter also apply to partial receipts.

6.7.2 If the Project Team considers that the services and deliverables provided do not fully comply with the terms of the contract, a provisional acknowledgment protocol shall be drawn up, indicating the derogations found in the terms of the contract and giving its opinion on any of the derogations referred to services or deliverables and therefore whether the latter can meet the relevant needs.

6.7.3 For the purposes of the preceding paragraph, the following shall be defined:

- (a) If it is found that, by reasoned decision of the Contracting Authorities, the suitability is not affected, acceptance of the services or deliverables in question may be authorized, with a deduction on the contractual value, which shall be commensurate with derogations found. Following the adoption of the said decision, the Project Team shall be obliged to make a definitive receipt of the services or deliverables of the contract and to draw up a protocol of final acceptance in accordance with the decision referred to therein.
- (b) If appropriateness is found to be affected, a reasoned decision of the Contracting Authorities shall reject the services or deliverables provided.

6.7.4 If in more than thirty (30) days have elapsed since the date of submission of the deliverable by the Contractor and no protocol with observations nor a receipt protocol has been issued, service / deliverable receipt shall be deemed to have taken place automatically.

6.8 Contract Termination - Subrogation of Contractor

6.8.1 If, during the performance of the contract, the contractor is irrevocably convicted of one of the offenses referred to in Article 3.2.3 hereof, the Contracting Authorities may unilaterally terminate the contract and seek any compensation claims according to the provisions of the Civil Code applicable.

6.8.2 If the contractor goes bankrupt or is subject to a resolution or special liquidation proceeding or is compulsorily managed by a liquidator or by the court or is subject to a bankruptcy settlement or suspends his business or if he is in any similar situation resulting from a similar proceeding national law provisions, the contracting authority may also unilaterally terminate the contract and seek any compensation claims in accordance with the relevant provisions of the Civil Code.

6.8.3 In both of these cases of termination of the contract, the contracting authority may invite the subsequent bidder (s) to the contract award procedure in question and propose them to undertake the services of the deposed contractor, on the same terms and conditions and on the basis of the offer submitted by deposed contractor (expressed substitution clause).

ANNEXES

ANNEX I – Analytic description of Contract Scope

Part A– Description of the Scope of the Contract

The strategy has been designed and developed having as a main axis the European Union measures for the promotion of agricultural products, thus, increasing awareness of the promoted Fresh fruit products. The proposed action combines 10 different fruits produced in Greece and Romania. The action has multiple objectives:

1. Impact on products: a) The action intends to familiarize the general public and trade circles in four markets, in order to improve the promoted products distribution. This will be achieved by approaching a) the general public, which is a key target group, with particular emphasis on persons responsible for household purchases; b) by approaching the professionals in the food industry and opinion leaders, which is the main target group that will validate and promote the superiority of the Fresh fruits and transmit their knowledge to the wider public. b) to build their confidence and trust for the EU fresh fruits.
2. Impact on the organisations: By increasing the awareness of the promoted products, the demand for more Fruits will be increased. The increased demand will have a positive impact in the participating countries employment, as it will help the producers to preserve their jobs and even create new ones, in order for the producer countries to be able to meet the increased demand and supply the markets with greater quantities.
3. Impact on target countries: The increased awareness for fresh fruits will increase the growth and sustainable development in the participating countries (Greece-Romania). Apart from this, it will contribute to the national economic growth and will fight poverty.
4. Impact the EU: It will increase the synergies between the three participating organisations, while it will create new synergies at extraEU, for further collaborations.

Output and results indicators

Activity	Type of indicator	Indicator	Quantity
Website	Output	Nr of website	1
	Result	Number of visitors from the markets	>90000 Total
Social media	Output	Nr of social media used Nr of accounts created Nr posts / /reposts/	3 3 60
	Result	Nr of impressions friends, likes/followers	>1800000 >90000
Print	Output	Nr of info booklets produced	160000
	Result	Nr of consumers reached	>400000
Online ad	Output	Nr posts	60
	Result	Nr of impressions Website traffic unique visitors Website subscriptions	>2,000,000 2000visitors 360
Communications tools	Output	Nr of ads	90
	Result	Nr of issues Nr of readers	912954 3814428
Stands at trade fairs	Output	Nr of stands	12
	Result	Nr of professional	>300000
B2B events	Output	Nr of events	12
	Result	Nr of professionals reached Nr of B2B meetings Nr of media	570 150 27
Study trips	Output	Nr of trips organized	10

	Result	Nr of professionals reached Number of unpaid media posts	20 10
Tasting days	Output	Nr of promotion days	720
	Result	Number of POS used Number of household reached Number of unpaid media posts	144 84000 12

Part B - Technical Specifications

Work package 1	<i>Web site, social media</i>		
Activity 1.1	<i>Website set up, updating, maintenance</i>		
Description of activity	<p>A fully responsive multilingual dynamic website, with content management system, multiple users and administrators, connected with all the social network accounts via custom modules; plug ins and components, as the web platform for the program. Special Blog Section on the website, for publishing blog style posts and articles, shared via social media to get organic traffic and interactions.</p> <p>Seo optimized with keywords descriptions and meta tags, and cross browser checked. Through the portal there will be given the opportunity to record the effectiveness and efficiency of the information provided. Users will be asked before they leave the page to answer a satisfaction questionnaire (evaluation) and thus forming statistics about the size of impact of the specific activity. The web site it will be in English, Singapore, Malaysian, Indonesian and Korean Language</p>		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Website, social media report (Website in English, English, Singapore, Malaysian, Korean and Indonesian Google Analytics reports)	Website, social media report (Website in English, English, Singapore, Malaysian, Korean and Indonesian Google Analytics reports)	Website, social media report (Website in English, English, Singapore, Malaysian, Korean and Indonesian Google Analytics reports)

Work package 1	<i>Website, Social media</i>		
Activity 1.2	Social media (accounts set up, regular posting)		
Description of activity	<p>Profiles and accounts on main social networks Facebook, Instagram, You Tube and Google+Cross media language adopted posts and shares to attract users engagements, interactions and likes from the target countries. Information about exhibitions and events, calls to action and polls for organic activity.</p> <p>Representation on social platforms, Facebook, Instagram, Youtube, Cross socials daily posts and shares for information, activities, events and calls to action. Using massive social platforms as representation, each one for its unique user experience, by creating several kind of posts (images with text, videos, invitations and events-on line events) and sharing to different types of users to increase the prestige of the fruits , to raise awareness of the food and cultural assets of the EU by promoting food culture and regional gastronomy (geo gastronomy).Invitations for exhibitions and events, Facebook events and calls for attentings, surveys and polls</p>		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Website, social media report (Facebook/instagram /Google /Youtube accounts report)	Website, social media report (Facebook posting report Facebook campaigns analytics)	Website, social media report (Facebook posting report Facebook campaigns analytics)

Work package 2	<i>Advertising</i>		
Activity 2.1	Print		
Description of activity	Design brochures, text design, graphic, photo of the products Greek fruits, cherry and Kiwi and Romanian, Blueberries, Apples, Plums, Peach, Sour cherries, Table grapes, adjustment, test print, Booklet Printing. Design of booklet, information about the campaign, about the organizations, a photographed selection of prescriptions, design series of charting form, adaptation to each country's language printing, Printing Trial version. Adjustment, editing info brochure (10 pages illustrated/180gr) Total reproduction in 160000pcs per country 40.000 pieces		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Advertising (print) report (editions 10 pages brochure (digital – print))		

Work package 2	<i>Advertising</i>		
Activity 2.2	<i>On Line</i>		
Description of activity	Parallel Campaigns on socials (Facebook, Instagram, You Tube and Lead Ads) aiming the direct engagement and interaction of the desired target group (page likes, event responses, polls etc), alongside with a long term Google AdWords Campaign aiming to establish traffic to the website. All campaigns, targeting custom audience through Geographical criteria (according to the target countries of the program), language, personal interests, age and more. Constant result analysis from analytics, and necessary adjustments to budget, targeting, etc		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Advertising (online) report Facebook Page Likes >25000 likes Social Posts reports Website subscriptions 120 users Website traffic 5500 unique visitors Video Views > 5000	Advertising (online) report Facebook Page Likes > 30000 followers Social Posts reports Website subscriptions 120 users Website traffic 8000 unique visitors Video Views > 5000	Advertising (online) report Facebook Page Likes >35000 Social Posts reports Website subscriptions 120 users Website traffic >8500 unique visitors Video Views > 5000

Work package 3	<i>Communications Tools</i>		
Activity 3.1	<i>Publications, media kits, promotional merchandise</i>		
Description of activity	Design and production of full-page 4C artwork advertisement will provide all the important messages, "secrets", advices to re-refresh our lives, establishing practices that revitalize and renew our life. Aims to reinforce the demand for fresh products. full page advertising		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Communication tools report (Advertising in magazines (food related and women magazines) at each country Total 30)	Communication tools report (Advertising in magazines (food related and women magazines) at each country Total 30)	Communication tools report (Advertising in magazines (food related and women magazines) at each country Total 30)

Work package 4	<i>Events</i>
Activity 4.1	<i>Stands at trade fairs</i>

Description of activity	Participation in the following fairs: ASIA FRUIT LOGISTICA FOOD & HOTEL MALAYSIA AGRO FOOD EXPO COEX FOOD WEEK Participation cost includes: Registration fee Space rental and services (electricity, cleaning, internet) Stand design and construction Renting of audiovisual equipment (TV, DVD). Product and material dispatch and insurance Host and interpretation costs.Travel and accommodation costs of representative of the associations.Fees of implementing organization		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Events (Stands at trade fairs) report (4 fair catalogues B2B networking report 4 certifications)	Events (Stands at trade fairs) report (4 fair catalogues B2B networking report 4 certifications)	Events (Stands at trade fairs) report (4 fair catalogues B2B networking report 4 certifications)

Work package 4	<i>Events</i>		
Activity 4.2	<i>Seminars, workshops, B2B meetings, training for trade/cooks, activities in schools</i>		
Description of activity	Organization of B2B events. Product presentations and B2B meetings. 1 event annually in Singapore in Malaysia in Indonesia and Korea .There will be organized and implemented informational events / presentations of fresh fruit products in all markets with multiple targeting, in order to develop interpersonal and professional relationships with market representatives.		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Events (seminars) report (4Venue certifications 4 List of participants 4 Photo report 12Press releases)	Events (seminars) report (4Venue certifications 4 List of participants 4 Photo report 12Press releases)	Events (seminars) report (4Venue certifications 4 List of participants 4 Photo report 12Press releases)

Work package 4	<i>Events</i>		
Activity 4.3	<i>Study trips to Europe</i>		
Description of activity	Hosting of professionals in Greece and Romania. – 6 from Indonesia 4 from Malaysia, 4 from Singapore and 6 from Korea The educational trips are particularly important activities as participants will become acquainted with the regions of Greece, and Romania, while they will be offered the opportunity to the representatives of the target markets to develop business relationships with local producers.		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Events (study trips) report (3 list of participants 3 post visit reports)	Events (study trips) report (3 list of participants 3 post visit reports)	Events (study trips) report (4 list of participants 4post visit reports)

Work package 4	<i>Other events</i>		
Activity 4.4	<i>Other events - Road Shows</i>		
Description of activity	Road Shows at outdoor sites, open squares and entrances of busy shopping centers and smoothly inside shopping centers, depending the implementation period. The action will last 3 days, for about for - six hours each day, and will take place in a different place in the same city, to inform a greater proportion of consumers. In particular, the distribution of free samples and promotional materials to passers consumers will be made by a group of promoters - especially trained wearing costumes and fully informed about the objectives of the program to form of a happening. 3 events Road Show in Indonesia and 3 events in Korea		

Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Events (other events) report (Gifts Photo and video report Post media report)	Events (other events) report (Gifts Photo and video report Post media report)	Events (other events) report (Gifts Photo and video report Post media report)

Work package 5	<i>Point of sales (POS) promotion</i>		
Activity 5.1	<i>Tasting days/demo live</i>		
Description of activity	Organization of tasting days in Hypermarkets – supermarkets Total in Indonesia. 180 promo days (36 point sales X 5 days per year), Malaysia 180 promo days (36 point sales X 5 days per year), Singapore 180 (36 point sales X5 days per year), Korea 180 (36 point sales X5 days per year / Distribution of 84000 samples totally		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	POS Promotion report (48 POS certificates 4 Photo reports 4 satisfaction surveys)	POS Promotion report 48 POS certificates 4 Photo reports 4 satisfaction surveys)	POS Promotion report 48 POS certificates 4 Photo reports 4 satisfaction surveys)

PART B – VALUE OF THE CONTRACT

Estimated value of each WP and per Lot is as following:

Work package / LOT	TOTAL LOTS	LOT1	LOT2	LOT3
Work Package website and social media	32.576	11.405	11.405	9.766
Work Package Advertising	182.903	78.756	71.385	32.762
Work Package Communication Tools	379.764	189.882	113.928	75.954
Work Package Events	1.318.569	576.741	461.497	280.331
Work Package POS promotion	781.470	351.661	312.588	117.221
Estimated value of the contract	2.695.282	1.208.445	970.803	516.034

ANNEX II – Technical and Professional Reference

Tenderer Composition

	Single Tenderer
	Single Tenderer with subcontractor
	Joint Tenderer
	Joint Tenderer with subcontractor
	Rely on third parties

Tender Composition overview¹

#	Member type	Organization	Contact person	City	Country
	<Leader>				
	<Member>				
	<Subcontractor>				

Member detailed information

	Leader
	Member
	Subcontractor

Tenderer/ Member name / Subcontractor					
Address					
Post code		City			
Country					
VAT registration		Registration No			
website					
email					

If identified subcontractor

Please identify the activities where the amount received is higher than 30%.

¹ Add as many line needed

Activity	%

The person authorized to represent < the tenderer / member of the tenderer> and sign the contract /<the subcontractor and enter in legal commitment on its behalf>

Name		Position	
Office address			
Phone		email	

The contact person for this tender

Name		Position	
Office address			
Phone		email	

Financial data overview of the tenderer²

Proof of economic and financial capacity shall be furnished by the presentation of balance sheets or extracts from balance sheets and profit and loss accounts for at least the last two years for which accounts have been closed.

Economic and Financial Capacity	In currency unit		In euro	
	Year 2	Year 1	Year 2	Year 1
Assets				
Liabilities				
Turnover and other operating incomes				
Gross operating profit				
Net operating profit				
Profit/loss on ordinary activities				
Profit/loss for the financial year				

Financial data overview of the consortium of tenderers³

Economic and Financial Capacity	In currency unit		In euro	
	Year 2	Year 1	Year 2	Year 1

² Only for tenderers / members of a joint tender

³ The table will be produced only by the leader of the tenderer.

Assets				
Liabilities				
Turnover and other operating incomes				
Gross operating profit				
Net operating profit				
Profit/loss on ordinary activities				
Profit/loss for the financial year				

Technical and Professional Capacity Criteria⁴

a. Project References

Please complete a table using the format below to summarize the major project/campaigns related to this contract carried out in the course of the past 5 years⁵ by the legal entity or entities submitting the tender.

Ref no (minimum 3/ maximum 10 in total)	Contract title								
	Name of legal entity	Country	Overall contract value (EUR)	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates (start/end)	Name of consortium members, if any
...
Brief description of contract / project							Type of services provided (indicate)		
							Website, social media		
							Advertising		
							Communication tools		
							Events		
							POS		

⁴ Only for tenderers / members of a joint tender

⁵ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

b. Project Team:⁶

<i>Project Team Member</i>	<i>Name</i>	<i>Level of university qualifications</i>	<i>Years of experience</i>	<i>Short description of the relevant experience required for the specific profile</i>	<i>Language skills</i>	<i>Full-time/ part-time on the project</i>
[Position Role]						
.....						
.....						

⁶ This table will reflect the positions and role presented in the Technical Tender.

STATEMENT

I, the undersigned, being the authorized signatory of the above <tenderer/member of the tenderer/subcontractor>, hereby declare that we have examined and accept without reserve or restriction the entire content of the procurement documentation (Contract notice, Technical Specifications etc) and its annexes for the tender procedure referred to above. We propose to provide the services requested in the tender specifications on the basis of our offer.

Date	
Full name of the authorized representative	
Signature and stamp	

ANNEX III – Declaration of Honor

The undersigned: _____

Representing

Role <Tenderer><leader><member>

Legal name

Legal address

VAT registration

Registration No

I. SITUATIONS OF EXCLUSION CONCERNING THE PERSON		
(1) declares whether the above-mentioned person is in one of the following situations or not:	Yes	No
it has been established by a final judgment that the person is guilty of any of the following:		
<p><i>(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;</i></p> <p><i>(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;</i></p> <p><i>(iii) participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA;</i></p> <p><i>(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;</i></p> <p><i>(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;</i></p> <p><i>(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;</i></p>		

II. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY		
(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regards to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies and cases where one natural person holds a majority of shares) is in one of the following situations :	YES	NO
<i>Situations above</i>		

III. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY		
(3) declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:		
	YES	NO
<i>Situation above</i>		

IV. SITUATIONS OF EXCLUSION CONCERNING THE PERSON		
(1) declares whether the above-mentioned person is in one of the following situations or not:	Yes	No
(a) in a conflict of interest which may adversely affect the performance of the contract, in accordance with the provisions of Article 110 1c of Reg. 966/2012.		
(b) it has been found guilty for:		
<p><i>(i) has demonstrated a serious or recurrent defect in the execution of an essential claim under a prior agreement resulting in its early termination, indemnities or other similar sanctions entering into agreement with other persons with the aim of distorting competition;</i></p> <p><i>(ii) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfillment of selection criteria or in the performance of a contract;</i></p> <p><i>(iii) has been found guilty of serious misrepresentation in providing the information needed to ascertain the absence of exclusion grounds or to fulfill the selection criteria, he has concealed this information or is unable to provide the necessary supporting documents;</i></p> <p><i>....(iv) has attempted to unduly influence the decision-making process of the contracting authority, to obtain confidential information which may give it an unfair advantage in the award procedure or to negligently provide misleading information which may substantially affect the contracting authority for its exclusion, selection or assignment,</i></p>		

V. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY		
(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regards to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies and cases where one natural person holds a majority of shares) is in one of the following situations :		
	YES	NO
<i>Situation (a) above</i>		
<i>Situation (b) above</i>		

VI. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY		
(3) declares whether a natural or legal person that assumes unlimited liability for the debts of		

the above-mentioned legal person is in one of the following situations or not:		
	YES	NO
<i>Situation (a) above</i>		
<i>Situation (b) above</i>		

REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organizational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration.

EVIDENCE UPON REQUEST

Upon request and within a time limit requested by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself:

For situations described above a production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

The signatory fully understands that failure to supply the requested information shall lead to exclusion from award of the given contract.

The documents must have been issued three (3) months before the day of their request by the contracting authority and must still be valid at that date.

Date

Full name of the authorized representative

Signature and stamp

ANNEX IV – Supporting certificates of Contractor

LIST OF CONTRACTOR'S CERTIFICATES

1. Extract from the “judicial record” or, failing that, of an equivalent document issued by a competent judicial or administrative authority of the country where the Contractor is established, showing that the participation requirements of article 3.2, paragraph 3.2.3.1(a), (b), (c), (d), (e) and (f) of Tender Specifications have been met.
2. An original Certificate issued by a competent administrative or judicial authority in accordance with the legal provisions of the country where the Contractor is established, showing that the participation requirements of article 3.2.3, paragraph 3.2.3.2. (a) of Tender Specifications have been met.
3. An original Certificate(s) issued by a competent authority of the country where the Contractor is established, showing that the participation requirements of article 3.2.3, paragraph 3.2.3.2. (b) of Tender Specifications have been met.

Where the country in question does not issue the above certificates, they may be replaced by a declaration on oath by the Contractor or, in countries where there is no provision for declarations on oath, by a solemn declaration made by the Contractor before a competent judicial or administrative authority, a notary or a competent professional or trade body in the country where the Contractor is established.

Note:

The documents referred to in paragraphs 1-3 above, could be accepted provided that they meet cumulatively the following:

- Are original or certified copies
- Are issued within six months prior the signing the contract.

ANNEX V – Economic Tender

Economic Tender

To:

<Name of Contracting Authority>

Subject: **<Tender procedure title>**

Tender procedure no.:

Closing date for the submission of tenders:

1. After examining the terms of the Tender Specifications and after developing a full understanding of the contract scope, we the undersigned undertake to commence, execute and complete the scope of the contract, in accordance with the Tender Specifications and our Technical Offer, for the total amount of EURO(in full andEURO), plus VAT.
2. The total amount of the offer is analysed in the attached Economic Tables.
3. Should our offer be accepted, we undertake to deposit a Performance Guarantee for the amount and in the format specified in the Tender Specifications, and to commence the execution of the Contract within the time limits provided for in the conditions and to complete them within the time limits stated in the Tender Documents our Offer and the Service Agreement.
4. We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 3.4.5 the Tender Specifications, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.
5. Name / Title / Signature / Stamp

Table 1 – Total Budget																
Lot	Year 1				Year 2				Year 3				Total			
	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total
Lot 1																
Lot 2																
Total																
VAT																
Total with VAT																

Table 2 – Budget per WP																
WP	Year 1				Year 2				Year 3				Total			
	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total
WP 1																
.....																
WP n																
Total																
VAT																
Total with VAT																

Table 3 – Budget per LOT/ WP																
LOT	Year 1				Year 2				Year 3				Total			
	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total
WP1																
.....																
WP n																
Total																
VAT																
Total with VAT																

Table 4 – Budget per LOT/ WP / Activity																
LOT.... WP...	Year 1				Year 2				Year 3				Total			
	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total
Activity 1																
.....																
Activity n																
Total																
VAT																
Total with VAT																

ANNEX VI – Letters of Guarantee

VI a - Specimen of Tender Guarantee

Tender Guarantee

< To be completed on paper bearing the letterhead of the financial institution >
For the attention of <Address of the Contracting Authority> referred to below as the
“Contracting Authority”

<Date>

Title of contract: < Title of contract>

Identification number: <Publication reference>

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address> the payment to the Contracting Authority of EURO 10.000 (ten thousands), this amount representing the guarantee referred to in article 3.2.2.1 of the Tender Specifications.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfill all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 30 days of the expiry of the tender validity period, in accordance with Article 3.4.5 of the Tender Specifications [and in any case at the latest on six (6) months after the deadline for submission of tenders)]⁷.

The law applicable to this guarantee shall be that of Greece. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Greece.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: Position:

Signature:

Date:

⁷ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date

VI b – Specimen of Performance Guarantee

PERFORMANCE GUARANTEE

Expiry date -----

To

(hereinafter referred to as "the Contracting Authority")

Dear Sirs,

Guarantee no -----

Contract no -----

We have been informed that you have entered into a contract with -----
----- (hereinafter referred to as "the Contractor") for -----
----- (hereinafter referred to as "the Contract"), with contract amount of
€ ----- (in words -----
----- Euro) (hereinafter referred to as "the Contract Amount"), and that the terms of
the Contract require the provision of a performance guarantee for an amount equal to -----
percent of the Contract Amount.

1. At the request of the Contractor, we the undersigned bank/credit institution, waiving all rights of objection and defence under the Contract, hereby, irrevocably and without any reference to and notwithstanding any objection by the Consultant, undertake to pay you without delay (and at the latest within 3 working days) any sum or sums not exceeding in total the amount of € 10.000(ten thousand Euro) (hereinafter referred to as "the Guaranteed Amount"), upon receipt by us of your first demand in writing stating that the Contractor has failed or refused to fulfil or has not fulfilled and/or was in breach of any of his obligations under the Contract and that you claim payment under this Guarantee. The Guaranteed Amount will be reduced by each payment made by us as a result of a claim.

2. It is understood that any change, modification, addition or amendment which may be made to the Contract, or any settlement in relation to it, shall not in any way release us from our obligations and liabilities under this guarantee, and we hereby expressly waive our right to consent to or to receive notice, of any such change, modification, addition, amendment or settlement.

3. This Guarantee shall remain in force up to and including the expiry date mentioned above and any demand from you in respect thereof must be received by us on or before that date (or, if that date is a bank holiday, up to and including the last bank working day before that date). After that date, and provided that no written demand from you has been received by us by then, this Guarantee shall be deemed to be void, whether it has been returned to us or not.

4. This Guarantee shall be governed by and construed according to the laws of the [Greece / Romania] and shall fall within the jurisdiction of the courts [Greece / Romania].

Sincerely,
[Bank/Credit Institution]
(signature and stamp)

{ Place stamp duties }
here

Date:

ANNEX VII – Specimen of Service Contract

Between the Parties:

1. On the one hand,, with VAT no:, which is based in, and represented by the legal representative,, hereinafter referred to as the BENEFICIARY, and

2., with VAT no:, which is based in, and represented by the legal representative,, hereinafter referred to as "Implementing Body"

the following were agreed and accepted:

Objective

The Beneficiary has signed/accessed to the Grant Agreement from..... **NUMBER - 101015762-** EU Orchards of Taste (hereof AGREEMENT) with the Consumers, Health, Agriculture and Food Executive Agency (CHAPEA) on the basis of

- Regulation (EU) No. No 1144/2014 of the European Parliament and of the Council of 22 October 2014 on information provision and promotion measures for agricultural products on the internal market and in third countries and repealing Regulation (EC) 3/2008

- Commission Implementing Regulation (EU) No 2015/1829 of 23 April 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures for agricultural products and applied in the internal market and in third countries,

- Commission Implementing Regulation (EU) 2015/1831 of 7 October 2015 laying down rules for the implementation of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures for agricultural products and applied in the internal market and in third countries

for a total eligible budget of EUR 2.952.562 (EUR two million nine hundred fifty two thousands five hundred sixty two) and the budget of the Beneficiary is [EUR] (.....).

In accordance with the Beneficiary decision to award a service contract for the actions, the Implementing body undertakes to implement the actions with a budget as detailed in Annex to the present.

Obligations of the Beneficiary

1. It is expressly agreed by the parties that for the proper implementation of the project, the Beneficiary will provide the Implementing Body on time documentation and information related to the project in accordance with the subject and requirements as they result from the AGREEMENT, as well as the provisions of the relevant Regulations

2. In the event that the Beneficiary demonstrates unjustified and beyond the commercial practice of delaying the delivery of the information, documents and other data related to the implementation of this project, it is accepted that the delay, which may arise in the delivery schedule as defined in the AGREEMENT, the Implementing body bears no responsibility.

3. If the above documents, data, information contain inaccuracies, or are false, then the Implementing Body has no responsibility if the deliverable is deficient or inefficient, and the Beneficiary must collect it as it is by paying the agreed conventional price.

4. The Beneficiary retains the exclusive right to modify the work to be carried out under all his contractual obligations to the AGREEMENT provided that such modifications are notified to the Implementing Body within at least four (4) months.

Obligations of the Implementing Body

1. The Implementing Body is required to deliver the project in accordance with the requirements of the relevant Regulations, in accordance with the terms of the AGREEMENT as referred to in Article 1, its tender and the Annex to this contract.

2. In any case, Implementing Body's obligations regarding the qualitative and technical details of the project are those contained in this contract and its Annex, to its tender and to AGREEMENT and especially in accordance with its Annex A "Part A" and "Part B" and any approved amendments

3. The Implementing Body is required to maintain confidentiality of the information to be included in its knowledge during the implementation of the project.

4. The Implementing Body in its contacts on the implementation of the project will clearly indicate the name of the Beneficiary for which it acts as well as the title of the program by the European Union.

5. The Implementing Body prior to the execution of each action shall cooperate with the Beneficiary and his authorized personnel - staff - associates in order to determine the specific quantitative and qualitative elements and will act only after Beneficiary's final approval. Final approval is the written confirmation, which must be notified within 15 days from the date of request for performance by the Implementing Body. In the event that a final approval is not delivered within the above time to the Implementing Body, the approval is automatically approved and automatically enters into force.

6. The Implementing Body is required to provide positive cooperation and accept audits under Article 17 of the AGREEMENT.

Ownership of results and usage rights

The results of the project and the actions belong to the Beneficiary. The Beneficiary must provide the Implementing Body with the right to use the results for its communication activities

Conflict of Interests

The Implementing Body must take all measures to prevent the objective implementation of the action on grounds of economic interest, political or national affinity, family or emotional ties or any other identification of interests ('conflict of interest').

It shall formally notify the Beneficiary, without delay, of any situation constituting or likely to give rise to a conflict of interest and to take immediately all the necessary steps to remedy that situation.

The Beneficiary can verify that the measures taken are appropriate and may require additional measures within a specified time.

Confidentiality

During the implementation of the project and for a period of three years after its final payment, the parties have to respect the confidentiality of the data, documents or other material (in any form) that are classified as confidential at the time of their disclosure ("confidential information").

Confidentiality obligations no longer apply if:

- (a) the notifying party agrees to release the other party;
- (b) the information is widely disseminated without breaching the confidentiality obligation;
- (c) disclosure of confidential information is required by Union or national law.

Promoting the Project

The Implementing Body must comply with the provisions of Article 22 of the AGREEMENT

Processing of personal data

All personal data under the AGREEMENT and under this contract shall be processed by the CHAFEA and the Commission in accordance with Regulation 45/2001 and in line with existing EU data protection legislation (including authorizations and disclosure requirements).

The Beneficiary must process personal data under this contract and the AGREEMENT in compliance with applicable EU and national data protection laws (including authorizations and disclosure requirements).

The Implementing Body may only provide its personnel with access to the data strictly necessary for the implementation, management and monitoring of the contract.

The Implementing Body must inform staff members whose personal data are collected and processed by the CHAFAEA or the Commission.

Duration of the Contract

The duration of the contract is set at three years starting from the date of signature and until the final conclusion of the AGREEMENT

Fees - Financial terms

For the realization of the project, of total budget EUR [euro] are included direct costs EUR [euro], other costs EUR.....[euro.....] and fees of EUR [euro]. The Implementation Body's costs and fees will be paid by the completion of each action according to the action plan and timetable and after issuance of relevant invoices. The Beneficiary, prior to the payment of the invoice, checks the relevant documents as to their compatibility with the work carried out and those provided for in the AGREEMENT.

Revision of Prices

The fee referred at the previous article shall be deemed to be stable in accordance with, and depending on, each action carried out.

Force Majeure

"Force majeure" means any situation or event which:

- prevent any Party from fulfilling its obligations under the contract
- constitutes an unforeseen, urgent and exceptional situation which is beyond the control of the parties,
- is not due to error or negligence on the part of the parties (or the third parties participating in the implementation of the project), and
- It is inevitable despite the due diligence.

The following cannot be invoked as force majeure:

- any failure to provide a service, a defect in equipment or materials or delays at their disposal, unless they arise directly from an appropriate case of force majeure, labor disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure should be formally notified to the other party without delay, indicating the nature, probable duration and foreseeable impact.

The Parties shall immediately take all necessary measures to limit any damage caused by force majeure and shall endeavor to continue to implement the action as soon as possible.

The party that is unable, through force majeure, to fulfill its obligations under the agreement is not considered to be in default.

General provisions

1. Any amendment, addition, deletion, cancellation or other alteration of a term or provision of this contract shall not be valid unless it has been expressed in writing, accepted and signed by authorized representatives of the Parties.
2. The right of termination of this contract shall be open to one of the Parties only in the event of an offense committed by another party
3. Applicable law will be Italian law, and any dispute will lie with the competent courts of the Beneficiary's registered office.

Duty of Confidentiality

The Implementing Body shall:

- a. Handle as confidential all documents, items, information, etc. contained in his knowledge and possession under this contract.
- b. Not disclose to any third party and generally will not disclose any of the aforementioned documents, data, etc. or any information arising there from.

This contract was signed in two (2) original copies.

THE PARTIES