

**ASSOCIATION OF IMATHIAS AGRICULTURAL  
COOPERATIVES - Coordinator**

**ASOCIATIA PRODUCATORILOR DE FRUCTE DIN SUD  
FRUCTPROD - Partner**

**Open Call for Proposal  
Get a fruit – 101015731  
No. 04/2020**

**TENDER SPECIFICATIONS**

**Regulation (EU) 1144/2014,  
Reg (EU) 2015/1829 and Reg (EU) 2015/1831**



## ***Introduction***

**The Association of Imathias Agricultural Cooperatives** – Coordinator and **Asociatia Producatorilor de Fructe Din Sud Fructprod** – Partner (hereinafter Contracting Authorities) are conducting an open call for tender regarding the Multinational Program **Get a fruit**. Award criterion is the most advantageous economically tender in order to select the Agency (- ies) that will implement the project according to the Regulation (EU) 1144/2014 of the European Parliament and the Council of Reg (EU) 2015/1829 and 2015/1831 of the Commission, which has been approved by the invitation letter Ref. Ares(2020)484556565907 - 16/09/2020 and the Grant Agreement **101015731 Get a fruit 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 Evaluation Committee (hereinafter referred as Committee or EC), are vague and unsubstantiated or contain terms contrary to the present, or contain incomplete or inaccurate information, are deemed inadmissible and rejected.

EC will be responsible for conducting and evaluating participating operators and tenders. 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 a tender is December 04<sup>th</sup>, **until 15:00** at the Greek Contracting Authority's premises – Association of Imathias Agricultural Cooperatives Thessalonikis 60 and Praxitelous (info Mr Christos Giannakakis, tel +30 23310 76478, email [koinopraxiaimathias@gmail.com](mailto:koinopraxiaimathias@gmail.com))

The estimated value of the contract is EUR **3.940.753** (excluding VAT) and relates to direct costs of actions including and fees of contractor (s)), in accordance with the Grant Agreement.

The selection of Contractor will be finalized after the evaluation of the tenders based on the most economically advantageous tender. The evaluation procedure is described in detail in sections 2.8 and 2.9 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 with starting date 01.04.2021.

Receiving the Tender Document is possible up to 10 days before the closing date of the Tender and the issue is available online and free of charge.

## ***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 selection will be based on the principles of transparency, impartiality and the protection of public and Community money.

The procurement 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 the third countries
- REGULATION (EU) No 1151/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 21 November 2012 on quality schemes for agricultural products and foodstuffs
- GRANT AGREEMENT NUMBER — **101015731 Get a fruit** between Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) under the powers delegated by the European Commission, Association of Imathias Agricultural Cooperatives and Asociatia Producatorilor de Fructe Din Sud Fructprod as beneficiaries.

### ***1) Description of the Contract***

## 1.1. Contracting Authorities

NAME	Association of Imathias Agricultural Cooperatives
ADDRESS	Thessalonikis 60 and Praxitelous PC 59100, Veroia, Greece
E- MAIL	<a href="mailto:koinopraxiaimathias@gmail.com">koinopraxiaimathias@gmail.com</a>
Website	<a href="https://www.asiac.gr">https://www.asiac.gr</a>
TELEPHONE	+30 23310 76478
FAX	+30 23310 76488
CONTACT PERSON	Mr Christos Giannakakis
NAME	Asociatia Producatorilor de Fructe Din Sud Fructprod
ADDRESS	Strabuna 1, PC 012461, Bucharest, Romania
E- MAIL	<a href="mailto:asociatiafructprod@gmail.com">asociatiafructprod@gmail.com</a>
Website	<a href="http://www.oipalegumefructe.ro">www.oipalegumefructe.ro</a>
TELEPHONE	+40 728 636363
CONTACT PERSON	Mr Tanase Aurel

## 1.2. Objectives

The program has the following objectives:

- Increase the competitiveness and consumption of European Fresh stone fruits and to raise their profile highlighting the specific features of food safety, traceability, authenticity labeling, nutritional and health aspects value and sustainability in the three target countries
- Increase the market share of European Fresh fruits in the four markets with high growth potential

The fulfillment of these objectives will be significantly enhanced through the communication & advertising Campaign of the Project to gather with the implementation of each action. The proposed communication levels are:

- ✓ 1st Level: consumer awareness about the benefits of a balanced diet, including consumption of Fresh fruits– Consumption of Fresh fruits in Germany, Poland, Czech and Croatia is very popular among consumers/target groups of the program while is gradually increasing among the population. The growth rate would be higher if the degree of awareness of the wider general public about the benefits of a balanced diet, included Fresh fruits consumption. Consumers tend to buy fresh fruits as a part of their daily nutrition and dietary.
- ✓ 2nd Level: Level of consumers awareness about the superiority of European Fresh fruits against the respective products from Third Countries - The superior quality (determined by specific features

associated with the micro climate and soil, cultivation methods, variety, consistency, texture, aroma, taste of the product) continue to be recognized by consumers. The same applies in the four countries and therefore it is necessary to increase the degree of consumer awareness about the superiority of European fresh fruits.

**Households/Consumers:** urban population of the markets. More specifically will focus on the middle-income consumers, men and women. Young people 18-35, adults 35-60 years old, Children and educational institutions

**Multipliers:** are also a key target group especially chefs, nutritionists as well as food bloggers and journalists. (Doctors, Specialized journalists (specialized, women's and youth magazines), Nutritionists, experts in nutrition, Chef/future chefs and Consumers organizations)

**Trade** (Distributors wholesalers, importers, retailers and supermarkets, food service sector)

### 1.3. Target markets

Germany, Poland, Czech Republic, Croatia

### 1.4. 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 and further detailed in ANNEX C

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

### 1.6. Budget

*Estimated value of the contract is **EUR 3.940.753** (VAT not included). The budget is divided into two (2) LOTS one per each Contracting Authority as following:*

Estimated value of LOT 1 Greece in EURO 3.113.680 without VAT

Estimated value of LOT 2 Romania in EURO 827.073 without VAT

Tenders should cover all LOTS and all action categories' as presented in ANNEX C for the entire duration of the project. Partial offers or alternative offer for the project won't be accepted.

## 2) Tender description

## **2.1. Place and time of offers**

The deadline for the submission of tenders is in December 4<sup>th</sup> **2020, until 15:00** at the Greek Contracting Authority's premises. Information and clarifications on the terms of the tender will be provided up to five (-5-) days before the closing date of the submissions.

The procedure for opening and evaluating the tenders shall be carried out by the Committee appointed after the closing time for the submission of tenders. Tenders must be submitted either by hand or by registered mail or courier at the time of submission of tenders. The Contracting Authorities shall not be responsible for any shipment made by post or courier and that will arrive at the place of submission after the above date and time. After this date / time no further offer is accepted. Late offers are not accepted, and remain unsealed for one week during which bidders have the right to get them back. The offers remain valid and commit the bidders for two (-2-) months, starting from the day following the submission's deadline.

Each Tender will be assigned with a separate protocol number. Valid offers will be accepted up to the submission deadline and time.

Please note that an offer is not accepted and is excluded from the award process if, in the Commission's opinion:

- Does not comply with the individual terms referred to in this Tender Specifications
- It is vague and cannot be evaluated or contains incomplete or inaccurate data.
- The Financial Offer does not clearly indicate the price offered.
- The Financial Offer is higher than the estimated value of the contract.
- The Financial Offer includes excessive budget reductions which, in the Commission's view, do not ensure a better cost-benefit ratio.

## **2.2. General terms**

All terms and requirements included in the present are mandatory for participants. Offers that are vague and unacceptable, contain contradictory terms or conditions, or contain incomplete or inaccurate information, are classified as unacceptable and rejected.

Participants waive any right to claim any liability or claim any compensation from the Contractor in the event of postponement or cancellation of the tender or rejection of their tender for any reason or non-final commencement of work for any reason.

## **2.3. Terms for participation**

Participation in the Tender assumes and is a presumption that the participant is aware of this Tender Specifications, as well as all relevant conditions for the execution of the project and the specific implementing regulations.

The participation is open to any economic operator falling in one of the following conditions:

- Natural or legal entities or groups / partnerships or joint tenders of entities that are activated in the fields of promotion, advertising and marketing services and / or consulting services and are legally established and operating in EU or at the European Economic Area (EEA) Member State or in third countries that have signed the World Trade Organization (ILO) Public Procurement Agreement

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group. In case of a joint tender, all members assume joint and several liabilities towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact for the Contracting Authority (the leader). The leader shall be authorized to submit the tender on behalf of the group and act on behalf of its members in connection with the tender. Partnerships / groups of entities are not obliged to establish a specific legal form at the stage of submitting the proposal, however, in case that a contract is awarded, Contracting Authority(ies) have the right to sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorized by the other members via powers of attorney. In this case, each participating economic operator shall accept and comply with the terms and conditions set out in the tender specifications and the contract.

- The conditions set in Regulation **(EU) 1144/2014** and Regulations **(EE) 2015/1829** and **2015/1831** and **JMD\_419/16.03.2017** must be met.
- Legal entities that are registered in Greece or their Unions or their Joint ventures that submit a common offer, must carry out the activities described in this issue according with the requirements of the legislation.
- They are not in conflict of interest, which may adversely affect the performance of the contract, in accordance with the provisions of Article 110 par. 1c of Reg. 966/2012.
- An economic operator taking part in the competition may not participate in more than one tender with the exclusion of all tenders in which participates in. The same prohibition also applies to subcontractors, who may cooperate with only one tenderer.

Economic operators may, in respect of the criteria of economic - 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.

#### **2.4. Grounds of 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:

- 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.

- In the following cases:
  - A) when the economic operator has failed to pay his taxes and 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) 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;

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) 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 above cases (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.

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

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.

## **2.5 Guarantees**

### *2.5.1. Tender Guarantee*

Economic operators that are presenting their tender have to provide a Letter of Guarantee according to the specimen of ANNEX A, amounting to EURO 10.000 (ten thousand euro). In the case of Joint Tender, 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 2.1 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.

### *2.5.2. Performance Guarantee*

Awarded economic operators shall present Performance Guarantees, the amount of which amounts to 5% of the value of the contract undertaken, excluding VAT which is deposited before or during the signing of the contract. If the Contractor does not arrive in time for the signing of the contract or does not provide the necessary performance guarantees, he is declared expelled by a decision of the Board of Directors of the Contracting Authority.

## **2.6. Content of Tenders**

### *2.6.1. General Rules:*

The offer must:

- Be written in English, typed and not having any irregular corrections (erasing, deleting, additions etc). If there are any corrections, additions, etc. they should be with the same printing machine elements, and the Committee will sign the corrections, etc. and generally confirm that they were made prior to the opening of the Tender.
- Be submitted in one (-1-) original and one (-1-) copy in the same dossier which cannot be unsealed without leaving traces and shall in addition bear the following indications:
  - o Tenderer's name, profession, addresses and contact details.
  - o "Evaluation Committee"- Get a fruit- 101015731

In one of the two copies above and on each page thereof, the word "ORIGINAL" should be indicated and this will be the predominant of the other copies, if any differences apply.

*2.6.2. Specific Rules:*

Every tender should mandatory include three separate dossiers that will include a) Participation documents b) Technical Tender and c) Financial Tender. The Dossiers shall bear the indications of the main envelope and the title depending on their content. The structure and content of each Dossier are described below:

**Dossier A: Participation Documents**

The candidates are required to submit on exclusionary penalty along with their offer the following case by case supporting documents.

Additionally in the dossier they have to include the completed tables below as appropriate (in their legal form) taking into account the following explanations/instructions:

1. In the column "DOCUMENTATION DESCRIPTION" are described the respective supporting documents that must be submitted by economic operators, subject to exclusion.
2. In the column "REFERENCE" the candidate shall write the corresponding document or the chapter where the necessary supporting document will be provided.

**I. Participation Documents:**

No	DOCUMENTATION DESCRIPTION	REFERENCE
1.	Participation form according to the specimen provided in ANNEX B	
2.	Declaration of honor according to the Specimen of ANNEX B of the legal representative of the economic operator stating their status on the grounds of exclusion mentioned in article 2.4	
3	Tender Guarantee according to the relevant example of Annex A.	

In case of a Joint Tender, all the above supporting documents are required for each participant. In addition, a cooperation agreement for all the participants is needed, defining the Lead Partner and nominating the representative of the partnership.

Joint Tenderers are not required to have a specific legal form at the date of offer's submission. In case contract is awarded they must be bound by a specific legal form, insofar as such legal form is necessary for the proper performance of the contract at the discretion of the Contracting Authority. If

the Contracting Authority considers that the composition of a specific legal form is not necessary then its members of the Joint Tender will sign separate contracts for the part of the project that they have been assigned to undertake.

Documents issued in any language other than English should be accompanied by a brief translation into Greek and Romanian.

## **II. Professional and technical capacity**

Economic operators should submit the following documents:

No	DOCUMENTATION DESCRIPTION	REFERENCE
1.	Commercial or professional registration certificates, showing that they have not ceased or suspended their professional activities.	
	Economic operators business profile In this section at least the following must be included:	
2.	<ul style="list-style-type: none"> <li>✓ General information about the business activity, management and operating system applicable with reference to any internationally recognized standards applied, technical infrastructure, staff, ability to produce the project requested, available support tools</li> <li>✓ Reference to the technical personnel or the technical services, whether or not they directly belong to the company especially for the responsible for the quality control of the work or the services</li> <li>✓ description and proven documentation of knowledge of the situation in the country / countries targeted by the program in the specific field to which it is applied</li> </ul>	
3.	Project references performed or delivered over the last five years, accompanied by certificates of completion.	
4.	Description of the technical equipment and measures taken by the economic operator to ensure the quality and means of study and research of its business.	
5.	Curriculum vitae with reference to the academic and professional background and experience related to the scope of the project. In case that proposed persons in the team are employed by the economic operator, a solemn declaration by the person regarding the employment relationship, with clear indication of the duration and scope of the cooperation.	

## **III. Economical and financial standing**

Economic operators should submit the following documents:

No	DOCUMENTATION DESCRIPTION	REFERENCE
1.	Balance sheets of the three (3) last years for those who are legally obligated to provide it, otherwise financial date of the three last years (e.g. tax statements) functions of the economic operator creation date.	
2.	Statement of turnover for the last three years and turnover in the field of activity that is subject to the contract.	
3	Bank certificates proving the economic operator's creditworthiness in the event that he / she apply to bank institutions for the implementation of the project.	
4.	Any insurance certificate for professional risks.	

Documents under point II and III will be taken into account for evaluating tenders according to Selection Criteria described in continuation.  
All documents should be presented also in electronic format (CD/DVD/Flash disc)

### **Dossier B: TECHNICAL TENDER**

Technical Tender Dossier will include the following:

#### **I. Understanding of the contract:**

Detailed description of how the tenderer intends to approach the project as described in ANNEX C Particular emphasis will be placed on understanding the requirements of the contract scope.

#### **II. Methodology:**

- a) Project Management and
- b) Methodological approach regarding the specific requirements of the project and in particular methodology and tools related to quality control
- c) Project team: Composition of the project team, Presentation of organizational implementation scheme

#### **III. Detailed action plan / Schedule:**

A detailed and analytical description of the activities and the services provided along with a specific action plan and timetable.

Technical Tender should be presented also in electronic format (CD/DVD/Flash disc)

### **DOSSIER C: FINANCIAL TENDER**

Economic operators will submit their offer according to specimen of ANNEX D. Financial Tender should provide:

- a) The total amount in EURO (excluding VAT), on which the tendered intends to carry out the contract.
- b) The amount per LOT in EURO (excluding VAT)

c) Budget and cost breakdown of each Work Package and action and/or per activity

The Financial Tender may be lower than the estimated value of the contract. However, if the tender is considered to be abnormally low according to the judgment of the Committee, the procedures provided for in Article 52 of PD 60/2007 and article 55 of Directive 2004/18 / EC shall be followed.

The offers must:

- Present in detail the total of the mentioned activities in the technical part and the proposed implementation methodology.
- Must distinguish and indicate the amount percentage of their remuneration on the cost of the actions as well as any travel, accommodation or other expenses related to the implementation of the actions. This remuneration will include all related expenses such as staff and associate salaries, employing costs of purchasing any equipment and software to be used for its implementation, as well as (a) contributions to his staff's insurance funds, (b) income tax, as well as well as taxes, fees, deductions and any other legal charges as they apply at the time the obligation arises

The Financial Tender should be presented also in electronic format (CD/DVD/Flash disc)

## **2.7. Validity of Tenders**

Tender are valid and commit the participants for two (-2-) months, starting from the submission of tenders deadline.

The announcement of the selection of the organization (s) for the implementation of the program can also be made after the expiry of the tender, but candidate is committed only if he / she accepts it. In case of denial of the chosen one, the first runner-up will be assigned.

## **2.8. Award Criterion**

Contract award criterion is the most advantageous from economic point of view tender based on the best quality – price ration according to the procedure described in detail in section 2.9 - 2.11 herein.

## **2.9. Evaluation of tenders**

The Evaluation Committee (EC) assigned is responsible for receiving, opening and evaluating tenders submitted. EC will celebrate a closed meeting after the closure of the deadline for submitting tenders following the below mentioned stages:

- ☐Opening Dossiers —Supporting documents – Technical Tenders
- ☐Opening Dossiers - Economic Tenders

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

The Evaluation Committee may invite economic operators to complete or specify the documents or supporting documents submitted, or to specify the content of their technical or financial tender.

### **Stage A: Opening "PARTICIPATION" and "TECHNICAL TENDER" Dossiers**

Each tender is numbered according to their submission order and the main envelopes are unsealed.

#### **Opening "PARTICIPATION" Dossier**

Content of each tender is checked regarding their completeness and correctness.

If the Committee decides not to accept a tender, Technical and Financial Dossiers are returned, informing Economic operator of the reasons for rejection. Candidates have the right of objection in Accordance to the point 2.12 of the present.

#### **DOSSIER "TECHNICAL TENDER"**

Content of each tender is checked regarding their completeness and correctness. In continuation they are examined for compliance with the terms and conditions of the present and are graded in accordance with the selection criteria set out in point 2.11 hereof.

Tenders that will not receive the minimum required score of 50 points during this stage will be rejected and the Financial Tender Dossiers will be returned sealed, informing the reasons of the rejection. Candidates have the right to object in accordance with the point 2.12 of the present.

Evaluation Committee will then assess content of Technical Tenders of candidates that have positively evaluated according to the selection criteria. Technical Tenders are assessed according to Award Criteria presented in point 2.11.

### **Stage B: Opening "FINANCIAL Tender" Dossiers**

Content of each tender is checked regarding their completeness and correctness. A ranking table is filled in for all assessed tenders in descending order.

#### **Final Stage: Final Ranking**

After the completion of the award criteria, as detailed in point 2.11, the tender with the higher score will be nominated as temporal contractor.

## 2.10. Request for clarifications

The Evaluation Committee has the right, if necessary, to request Tenderer (s) to provide written clarifications in any stage of the evaluation procedure.

## 2.11. Selection and award criteria

The progressive evaluation of tenders is based in the following selection and award criteria:

### STAGE I: SELECTION CRITERIA

SELECTION CRITERIA	GRADE
TECHNICAL PROFESSIONAL CAPACITY	60
1.1 Projects and relation with the object of the project	40
1.2 Knowledge – specialization – experience of project implementation personnel	20
ECONOMIC AND FINANCIAL SUPPORT	40
2.1 Object related economic activity	20
2.2 Financial data related to the project's budget	20

In order to proceed in the next step: evaluation according to the Award Criteria, executing agencies must score 50 or more on the selection criteria. Offers that will receive a score below 50 will be rejected.

### STAGE II: AWARD CRITERIA

AWARD CRITERIA	GRADE
A. QUALITY	
A.1 Understanding of the Project	30
A.2 Description of the project implementation methodology	40
A.3 Detailed presentation of the actions and the timetable	30
B. PRICE	
Detailed presentation of actions budget proposed remuneration of the agency (%) – total amount	

### STAGE III: Final Ranking

The Committee shall apply the following formula for the final ranking of the tenders and the selection of the most financially advantageous tender:

$$\{\text{Quality (Ai)} * 70\% \} + \{\text{Price (Bi)} * 30\% \}$$

Where:

Ai: rating of the quality of each tender

Bi: rating of the price of each proposal which is calculated by Pmax fraction / Pi, where Pmax is the estimated value of the contract and Pi is the price offered by tenderer, no (i)



The total score of each Tender is the sum of the scores of the individual award criteria, rounded to two (-2-) decimal places.

An advantageous offer is the one that will achieve the highest score.

Upon completion of the evaluation stages, the Evaluation Committee will present the final results which will be transmitted to competent bodies of Contracting Authorities and communicated to the participants.

### **2.12. Objections**

Candidates whose offers are rejected either because they do not meet the formal requirements, on the basis of selection criteria or disagree with the Commission's judgment and the outcome of the evaluation, are entitled to submit a written objection within 3 working days of being notified of their rejection.

The objection must be sent directly to the Contracting Authority by fax or email or delivered in hand. After this deadline, any objections will be received, sealed as outdated and not examine

Objections will be considered by the Evaluation Committee, which will decide accordingly within five (-5-) days. The decision will be final and irrevocable and shall be notified in written to the concerning parties.

### **2.13. Announcement of tender result**

The Contracting Authority shall inform the tenderers in writing about the decision taken, including the reasons for its decision to reject tenders, the non-award of a contract or any new procedure.

The Contracting Authority may decide not to disclose certain information referred to above if disclosure of such information may prevent the application of laws, be contrary to the public interest or harm legitimate commercial interests of public or private entities, or the conditions of fair competition between them

### **2.14. Award Documents**

After the evaluation of the tenders, the temporal bidder (tenderer to be awarded), within five (-5-) days of the notification of the relevant written notice to him by acknowledgment of receipt, submit the supporting documents set out in Annex E.

### **2.15. Final award**

Following the evaluation of the registered documents by the Evaluation Committee, it transmits the documents and all the details of the tender dossier to the competent bodies of the Contracting Authorities, which are retaining the right to decide on the final award of the tender and the signature of the contracts.

### 2.16. Service contracts

For the implementation of the project, two relevant service contracts according to Annex F will be signed. The selected economic operator must sign the Contract within ten (-10-) days from his written notice. In the case of a Consortium, the selected Consortium must be bound by a specific legal form, if awarded the contract, insofar as such legal form is necessary for the proper performance of the contract at the discretion of the Contracting Authorities. If Contracting Authorities consider that the formation of a specific legal entity is not necessary then its members will sign separate contracts with each of the Contracting Authorities for the part of the project that they have determined that each of them will undertake.

### 2.17. Confidentiality

In case of that a tender contains confidential information the disclosure of which would prejudice the legitimate interests of the economic operator, the tenderer shall indicate "confidential information" thereon.

All confidential information should be summarized at the beginning of the offer. The concept of confidential information only applies to the protection of **confidentiality** that covers **technical or commercial** matters of the applicant's business.

## ANNEX 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 (euro ten thousands), this amount representing the guarantee referred to in article 2.5 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 2.7 of the Tender Specifications [and in any case at the latest on six (6) months after the deadline for submission of tenders)]<sup>1</sup>.

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

---

<sup>1</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date

## ANNEX B – Participation Form

### Tenderer Composition

	<b>Single Tenderer</b>
	<b>Single Tenderer with subcontractor</b>
	<b>Joint Tenderer</b>
	<b>Joint Tenderer with subcontractor</b>
	<b>Reliance on Third Party</b>

### Tender Composition overview<sup>2</sup>

#	Member type	Organization	Contact person	City	Country
	<Leader>				
	<Member>				
	<Subcontractor>				
	<b>Third Party.</b>				

### Member detailed information

	<b>Leader</b>
	Member
	Subcontractor
	Third Party

<b>Tenderer/ Member name / Subcontractor / Third Party</b>			
<b>Address</b>			
<b>Post code</b>		<b>City</b>	
<b>Country</b>			
<b>VAT registration</b>		<b>Registration No</b>	
<b>website</b>			
<b>email</b>			

<sup>2</sup> Add as many line needed

***If identified subcontractor***

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

Activity	%	

**The person authorized to represent < the tenderer / member of the tenderer / third party> 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 tenderer<sup>3</sup>**

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				

<sup>3</sup> Only for tenderers / members of a joint tender or third party

<b>Net operating profit</b>				
<b>Profit/loss on ordinary activities</b>				
<b>Profit/loss for the financial year</b>				

**Financial data overview of the consortium of tenderers<sup>4</sup>**

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

<sup>4</sup> The table will be produced only by the leader of the tenderer.

## Technical and Professional Capacity Criteria<sup>5</sup>

### 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 years<sup>6</sup> 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/ended)	Name of consortium members, if any
...	...	...	...	...	...	...	...	...	...
Brief description of contract / project							Type of services provided (indicate)		
							Public Relations		
							Website, social media		
							Advertising		
							Communication tools		
							Events		
							POS		

<sup>5</sup> Only for tenderers / members of a joint tender

<sup>6</sup> 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:*<sup>7</sup>

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

---

<sup>7</sup> This table will reflect the positions and role presented in the Technical Tedner.



**STATEMENT**

I, the undersigned, being the authorized signatory of the above <tenderer/member of the tenderer/ subcontractor/third party>, 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.

<b>Date</b>	
<b>Full name of the authorized representative</b>	
<b>Signature and stamp</b>	



## Declaration of Honor

**The undersigned:** |

Representing

**Role** <Tenderer><leader><member>/third party>

**Legal name**

**Legal address**

**VAT registration**

**Registration No**

<b>I. SITUATIONS OF EXCLUSION CONCERNING THE PERSON</b>		
(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>a.</i> 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</p> <p><i>b.</i> 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.</p>		

<b>II. SITUATIONS OF EXCLUSION CONCERNING THE PERSON</b>		
(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</i></p>		

<p><i>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>		
---	--	--

**IIa. 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 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:		
<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</i>		

<p><i>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>		

**IIIa. 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>		

**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 (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 C - TECHNICAL DESCRIPTION OF ACTIVITIES

### Work Package 1 – Public Relations

<b>Activity 1</b>	<b>Continuous PR activities</b>		
<b>Description</b>	Cost of personnel for the Press Office Unit of the action that will periodically compose and publicize press releases concerning activities of the action, will manage and disseminate testimonials, gathering media clipping and drafting media clipping reports and handle the PR of the action Writing and publishing of one page advertorials in airlines magazines operating in the five markets (2 per market/year)		
<b>Required Deliverables</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Required Deliverables</b> /	Interim action's Press releases, Activities press releases, 1 action testimonials report, 1 interim Post Media clipping report, One media list, 20 publications press releases	Interim action's Press releases, Activities press releases, 1 action testimonials report, 1 interim Post Media clipping report, One media list, 20 publications press releases	Interim action's Press releases, Activities press releases, 1 action testimonials report, 1 interim Post Media clipping report, One media list, 20 publications press releases

### Work Package 2 – Website, social media

<b>Activity 1</b>	<b>Website design and development</b>		
<b>Description</b>	Design and development of a dynamic multilingual website (translated in English, German, Czech, Croatian and Polish) with multiple users and administrators. Content updates for articles, photo galleries (program actions and events etc) Special modules, for easy navigation through the sections and cross mediums. (tablets, smartphones etc)Landing page and forms for subscriptions. Links to other pages of European interest.		
<b>Required Deliverables</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Required Deliverables</b> /	Design and development	Design and development	Design and development

Multilingual Content creation SEO optimization Website maintenance Analytics reports	Multilingual Content creation SEO optimization Website maintenance Analytics reports	Multilingual Content creation SEO optimization Website maintenance Analytics reports
--	--	--

**Activity 2**

**Social Media**

**Description**

Representation on social platforms, Facebook, Instagram, Youtube, Cross socials daily posts and shares for information, activities, events and calls to action.

**Required Deliverables**

YEAR 1	YEAR 2	YEAR 3
Social accounts creation and maintenance Language adopted posts create and shares 40post/year, 4 videos per years ,on line event Insights reports	Social accounts creation and maintenance Language adopted posts create and shares 40post/year, 4 videos per years ,on line event Insights reports	Social accounts creation and maintenance Language adopted posts create and shares 40post/year, 4 videos per years ,on line event Insights reports

**Work Package 3 – Advertising**

**Activity 1**

**Advertising – Print**

**Description**

Adjustment, editing info brochure. A brochure of 8 pages will describe interesting ways to GET A FRUIT, with recipes of fruits how to combine beauty and fruits s, Calories values tables, healthy way of living.

**Required Deliverables**

YEAR 1	YEAR 2	YEAR 3
4 editions 16 pages brochure (digital – print)180gr page illustration	4 editions 16 pages brochure (digital – print)180gr page illustration	4 editions 16 pages brochure (digital – print)180gr page illustration



Total 200000 brochures	Total 200000 brochures	Total 200000 brochures
50.000 pc in Germany	50.000 pc in Germany	50.000 pc in Germany
60.000 pc in Czech republic	60.000 pc in Czech republic	60.000 pc in Czech republic
50.000 pc in Poland	50.000 pc in Poland	50.000 pc in Poland
40.000 pc in Croatia	40.000 pc in Croatia	40.000 pc in Croatia

**Activity 2**

**Advertising – Online**

**Description**

Google display Promotional Campaigns / Campaigns, targeting social media users Ongoing (3 years) Web Campaigns, targeting users from the target countries of the program (with language adopted Display Ads) filtered for their long term interests, demographics and location criteria. Ongoing (3 years) Campaigns, targeting social media users from the target countries of the program. Individual social platform campaigns (Facebook Instagram, Youtube and Mailchimp e-mail marketing)

**Required Deliverables** /

YEAR 1	YEAR 2	YEAR 3
AdWords account setup, Target countries campaigns setup (Germany, Czech Republic, Poland, Croatia), Ad extensions (contact information, app download etc) AdWords account maintenance and manage Facebook campaign	AdWords account setup, Target countries campaigns setup (Germany, Czech Republic, Poland, Croatia), Ad extensions (contact information, app download etc) AdWords account maintenance and manage Facebook campaign	AdWords account setup, Target countries campaigns setup (Germany, Czech Republic, Poland, Croatia), Ad extensions (contact information, app download etc) AdWords account maintenance and manage Facebook campaign

(Facebook page likes and instagram followers)	(Facebook page likes and instagram followers)	(Facebook page likes and instagram followers)
Mailchimp Newsletters(for subscribers)	Mailchimp Newsletters(for subscribers)	Mailchimp Newsletters(for subscribers)

**Work Package 4 – Communication tools**

**Activity 1**

**Publications**

**Description**

Design and production of full page 4C artwork. GET A FRUIT advertisement will provide all the important messages, “secrets”, advices to re-fresh our lives, establishing practices that revitalize and renew our life. Aims to reinforce the demand for fresh products.

4 color – full page (German / Polish / Czech/Croatia )

**Required Deliverables**

YEAR 1	YEAR 2	YEAR 3
Advertising in magazines (food related and women magazines) at each country 9 x German magazines, 5 x Polish magazines, 7 x Czech 9 x Croatia, Total 30	Advertising in magazines (food related and women magazines) at each country 9 x German magazines, 5 x Polish magazines, 7 x Czech 9 x Croatia, Total 30	Advertising in magazines (food related and women magazines) at each country 9 x German magazines, 5 x Polish magazines, 7 x Czech 9 x Croatia, Total 30

**Activity 2**

**Promotional video**

**Description**

A promotional video made with interviews from nutritionists –chefs, trainers to motivate people to include fruits in their daily diet providing the key moto “Get a Fruit”. Video will also include shootings of productions units, of fields, of fruits trees. Creation of a 20 ‘minutes movie. This will also be integrated in the website / social media / used during fairs / events.

	YEAR 1	YEAR 2	YEAR 3
<b>Required Deliverables</b>	One movie4 VO editions		

## Work Package 5 – Events

<b>Activity 1</b>	<b>Stands at trade fairs</b>		
<b>Description</b>	Participation in the following fairs: Fruit Logistica (Berlin, Germany). World Food Warsaw (Warsaw, Poland) Top Gastro & Hotel (Prague, Czech Republic)		
	YEAR A	YEAR B	YEAR C
<b>Required Deliverables</b>	1 stands layouts (digital), 1 fair catalogue, Copies of ads, 1Post event reports, B2B networking report, 1 certifications	3 stands layouts (digital), 3 fair catalogues, Copies of ads, 3 Post event reports, B2B networking report, 3 certifications	3 stands layouts (digital), 3 fair catalogues, Copies of ads, 3 Post event reports, B2B networking report, 3 certifications
<b>Activity 2</b>	<b>Events - Seminars, workshops, B2B meetings, training for trade/cooks</b>		
<b>Description</b>	Organization of Seminar events, product presentations, live cooking shows and a visit on spot. T		
	YEAR 1	YEAR 2	YEAR 3
<b>Required Deliverables</b>		4Venue certifications 4List of participants 4 Gift and press kit sets 4 Photo and video report 14 Press release	4Venue certifications 4List of participants 4 Gift and press kit sets 4 Photo and video report 14 Press release
<b>Activity 3</b>	<b>Events – Theatrical performance</b>		
<b>Description</b>	For the needs of the program, a theatrical performance will be created which will be shown in schools, kindergartens and public places with the aim of promoting the consumption of fresh fruits and		

specifically the fruits under promotion in the sphere of Europe and under the flag of the European Union. At the same time, products will be distributed, while a photographer will capture the moments.

<b>Required Deliverables</b> /	YEAR 1	YEAR 2	YEAR 3
	Report of the every a theatrical performance, Video and photos, Post media report , 9 Press releases	Report of the every a theatrical performance , Video and photos , Post media report , 9 Press releases	Report of the every a theatrical performance , Video and photos , Post media report , 9 Press release

**Activity 4**

**Events – Study trips to Europe**

**Description**

Hosting of professionals in Greece and Romania. Total From Germany to Greece 10 person, from Poland 10, From Czech Republic 8 and from Croatia 6. The educational trips are particularly important activities as participants will become familiar with the regions of Greece and Romania and visit -making units, while they will be offered the opportunity to the representatives of the target markets to develop business relationships with local producers.

<b>Required Deliverables</b> /	YEAR 1	YEAR 2	YEAR 3
	3 list of participants, 3 post visit reports	3 list of participants, 3 post visit reports	3 list of participants, 3 post visit reports

**Activity 5**

**Events – Road show**

**Description**

Road Show "is a recommended action as promotion tool of the benefits of fresh fruit in the daily diet, which support the achievement of communication objectives of the program.

The "road show" will take place in capital cities, in outdoor sites, open squares and entrances of busy shopping centers and smoothly inside shopping centers, depending the implementation period. The action will last from 2 to 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 number of consumers.

	YEAR 1	YEAR 2	YEAR 3
<b>Required Deliverables</b> /	Gifts, Photo and video report, Press releases, Post media report media clipping report	Gifts , Photo and video report, Press releases, Post media report media clipping report	Gifts , Photo and video report, Press releases, Post media report media clipping report

**Activity 6 Events – Social Media Competition**

**Description** As part of the program, a "Get an Oscar" competition is planned on social media with the participation of the target countries and in order to promote the consumption of fresh fruits. The competition concerns the creation of a short video on the subject of encouraging the daily consumption of fresh fruits and especially those under fruit promotion. Video can be an individual or a group effort.

The video will be displayed on the social media of the program and the influencer and in other relative social media accounts or websites or blogs and will be an invitation to participate in the competition with a specific concept "Get a fruit" and get an Oscar ".

	YEAR 1	YEAR 2	YEAR 3
<b>Required Deliverables</b> /	Award, participation cards, Photo and video report, Press releases, Post media report, media clipping report	Award, participation cards, Photo and video report, Press releases, Post media report, media clipping report	Award, participation cards, Photo and video report, Press releases, Post media report, media clipping report

**Work Package 6 – Point of Sales**

**Activity 1 Tasting days in POS**

**Description** Organization of tasting days in Hypermarkets – supermarkets Total in Germany 120 promodays (12 point sales X 5 days per year),Poland Total 100

promodays (10 point sales X 5 days per year) , Czech Republic Total 180 (15 point sales X 6 days per year),Croatia Total100 promodays (10 POS X 5 days per year) / Distribution of 240000 samples. Although the promotional campaigns in Supermarkets have long been an integral part of the marketing plan, for most consumer products, completing the above the line, however, these activities get additional interest

	YEAR 1	YEAR 2	YEAR 3
<b>Required Deliverables</b> /	12 POS certificates of realization 1 post campaign reports, 1 Photo reports, satisfaction surveys, Outfit set, 1 media clipping report	44 POS certificates of realization 4post campaign reports, 4 Photo reports, 4satisfaction surveys, Outfit set, 4 media clipping report	44 POS certificates of realization 4post campaign reports, 4 Photo reports, 4 satisfaction surveys, Outfit set, 4 media clipping report

**BUDGET ANALYSIS**

WP/LOT	LOT1	LOT2	Total
<b>Work Package 1 – Public Relations</b>	79.200	0	<b>79.200</b>
<b>Work Package 2 – Website, social media</b>	90.007	30.003	<b>120.010</b>
<b>Work Package 3 – Advertising</b>	176.050	58.684	<b>234.734</b>
<b>Work Package 4 – Communication tools</b>	361.770	92.230	<b>454.000</b>
<b>Work Package 5 – Events</b>	1.874.439	513.102	<b>2.387.541</b>
<b>Work Package 6 – Point of Sales</b>	532.214	133.054	<b>665.268</b>
<b>Total</b>	<b>3.113.680</b>	<b>827.073</b>	<b>3.940.753</b>

**ANNEX D – BUDGET TABLES**

**TABLE 1 – Total budget**

	1 <sup>st</sup> Year				2 <sup>nd</sup> Year				3 <sup>rd</sup> Year				Total			
	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total
LOT 1																
LOT 2																
<b>Total</b>																

**TABLE 2 – Detailed budget per WP**

	1 <sup>st</sup> Year				2 <sup>nd</sup> Year				3 <sup>rd</sup> Year				Total			
	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total
WP1																
.....																
WP2																
<b>Total</b>																

**TABLE 3 – Detailed budget per LOT/WP**

LOT...	1 <sup>st</sup> Year				2 <sup>nd</sup> Year				3 <sup>rd</sup> Year				Total			
	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total
WP1																
.....																
WP2																

<b>Total</b>																
<b>TABLE 4 – Detailed budget per WP /activity</b>																
WP...	1 <sup>st</sup> Year				2 <sup>nd</sup> Year				3 <sup>rd</sup> Year				Total			
	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total	Cost	Fee	Other costs	Total
Activity1																
.....																
Activity n																
<b>Total</b>																



## **ANNEX E – SUPPORTING DOCUMENTS**

Documents issued in a language other than Greek will have to be accompanied by a brief translation in Greek and Romanian.

No	DOCUMENT DESCRIPTION
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 declared are met (points a, b ,c, d, and e,), of Article 2.4
2.	Certificates 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 2.4 (points A and B) are met

## ANNEX F – Service Contract

Between the Parties

1. On the one hand, [legal name], with VAT no: ..... , which is based in [address, Postal code, town country] and represented by the legal representative, [full name], hereinafter referred to as the BENEFICIARY, and
  2. [Legal name], which is headquartered in [address, Postal code, town, country] with VAT no:..... and represented by the legal representative [full name] hereinafter referred to as "Implementing Body",
- the following were agreed and accepted:

### Objective

The present service contract is governed by the Grant Agreement **NUMBER — 101015731 — Get a fruit** (hereof AGREEMENT) with the Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) 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 **3.453.704** (EUR three million four hundred fifty three thousands seven hundred and four) and the budget of the Beneficiary is [EUR amount in numbers ] [amount in letters] .

In accordance with the Beneficiary decision to award a service contract for the actions, the Implementing body undertakes to implement the actions as

presented in its technical tender of the 02.2020 Call for proposals **Get a fruit – 101015731** 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 Beneficiary, CHAFEA 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 [amount in numbers] [amount in letters] are included direct costs EUR [amount in number] [amount in letters] and fees of EUR [amount in number] [amount in letter].

The Implementing 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. Parties may revise prices only after a written agreement and in full compliance with the terms and conditions of the Grant Agreement.

### **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 [Greece/Romania] 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