

**Asociatia Producatorilor De Fructe Sud-Fructprod  
Union of Hellenic Chambers (UHC)**

**Tender Specifications  
of Call for Proposals 2020.01**

**EU Fresh fruit Adventure! - 101021941**

Information project for Promotion of Fresh fruits to restore the market conditions in the internal market (Romania, Sweden and Bulgaria)

**Service contract for implementing the project submitted under AGRI-MULTI-2020-CRISIS and financed by EU according to Regulation (EU) 1144/2014 and implementing Regulations (EU) 2015/1829 and 2015/1831**



**Deadline for receipt of tenders: December 18<sup>h</sup>, 2020**

# INDEX

☐	<i>Introduction</i> .....	3
☐	<i>Regulatory framework</i> .....	4
☐	<i>Contracting Authorities</i> .....	4
☐	<i>Communication with Contracting Authorities</i> .....	5
☐	<i>Project scope</i> .....	5
☐	<i>Context of the contract</i> .....	5
☐	<i>Value of contract</i> .....	6
☐	<i>Lots - variants</i> .....	6
☐	<i>Duration of contract</i> .....	6
☐	<i>Legal, Economic, financial and technical information</i> .....	6
☐	<i>Procedure</i> .....	7
☐	<i>Evaluation of tender(er)s and award</i> .....	11
☐	<i>Informing the candidates / tenderers</i> .....	14
☐	<i>Confidentiality</i> .....	14
☐	<i>Intellectual property rights</i> .....	14
☐	<i>Appeals</i> .....	15
☐	<i>End of procurement – award of contract</i> .....	15
	<i>ANNEX A - Tender guarantee form</i> .....	16
	<i>ANNEX B- Description of Contract</i> .....	17
	<i>ANNEX C- Financial tender tables</i> .....	24
	<i>ANNEX D – Submission form</i> .....	25
	<i>ANNEX E – Technical and Professional Capacity</i> .....	28
	<i>ANNEX F – Declaration of Honor</i> .....	31
	<i>ANNEX G –Power of Attorney</i> .....	34
	<i>ANNEX H –Letter of Intent for Subcontractor</i> .....	35
	<i>ANNEX I - DECLARATION of other Economic operators</i> .....	36
	<i>ANNEX J – Specimen of Service Contract</i> .....	37

### ▪ *...Introduction*

Asociatia Producatorilor De Fructe Sud-Fructprod as Coordinator and Union of Hellenic Chambers as Partner (hereinafter as the Contracting Authorities) are launching an Open Call for Proposals for the selection of implementing body (Contractor) for services regarding the "EU Fresh Fruit Adventure" project submitted in the frame of the **AGRI-MULTI-2020-CRISIS** (Call for proposals for multi programmes - crisis call 2020) **Topic: MULTI-CRISIS-2020 Type of action: AGRI-MULTI-IM** (AGRI-MULTI-INTERNAL MARKET) **Proposal number: 101021941** entitled "Information project for Promotion of Fresh fruits to restore the market conditions in the internal market (Romania, Sweden and Bulgaria)" according to **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.

The procedure will be performed according to the terms of the present Specifications that have been approved by competent bodies of Contracting Authorities.

All terms and conditions are obligatory, unless is mentioned elsewhere, for Tenderers. The Evaluation Committee (hereinafter the Committee), authorized and assigned by the Contracting Authorities, is the competent body for the publicity of the Call for Proposals, for the communication with Tenderers and will receive and evaluate offers submitted. The Contracting Authorities will proceed to the award of contract(s) according to the decision of the Committee.

Tenderers waive any right to claim any compensation from the Contracting Authorities in the event of a postponement, failure or cancellation of the procurement or rejection of their submitted offer for any reason or in the event that the Contracting Authority decides not to implement the project.

The time limit for requests to participate is **December 01<sup>th</sup>, 2020**. Questions or clarifications concerning the present Specifications can be submitted written until **December 05<sup>th</sup>, 2020**. Replies will be communicated in written until **December 08<sup>st</sup>, 2020**. The time limit for submission of Tenders is **December 18<sup>th</sup>, 2020** 15:00 local time (Bucharest).

▪ **..Regulatory framework**

The competitive procedure is governed by two main principles: the *best value for money* and the *conflict of interest* along with the fundamental principles of *non-discrimination*, *equal treatment* as well as *full transparency* on the selection and award criteria. Moreover the competitive procedure is governed by the national and union legislation and guidelines and specifically:

**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

**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

Applicant's guide on the implementation of the measure of information and promotion of agricultural products on the internal market and in third countries, code PPA2-AE, 1<sup>st</sup> edition, copy no. 1, 2018

▪ **... Contracting Authorities**

<b>Coordinator</b>	
<b>Official Name</b>	Asociatia Producatorilor De Fructe Sud-Fructprod
<b>Postal Address</b>	Str. Strabuna Nr.1 Sector 1
<b>Town</b>	Bucharest 012461
<b>Telephone / Fax</b>	+40 728 636363
<b>Email</b>	<a href="mailto:asociatiafructprod@yahoo.com">asociatiafructprod@yahoo.com</a>
<b>Contact person</b>	Aurel Tanase
<b>Web address (URL)</b>	<a href="http://oipalegumefructe.ro">http://oipalegumefructe.ro</a>

<b>Project Partner</b>	
<b>Official Name</b>	Union of Hellenic Chambers (UHCC)
<b>Postal Address</b>	6 Akadimias Str.
<b>Town</b>	Athens 10671

<b>Telephone / Fax</b>	+30 210 3387104 (-106)
<b>Email</b>	<a href="mailto:asonitis@uhc.gr">asonitis@uhc.gr</a>
<b>Contact person</b>	Georgios Asonitis

▪ **... Communication with Contracting Authorities**

Information can be obtained from the contact points mentioned above. Specifications and additional documents can be obtained after written communication by email to the contact point mentioned above. Tenders must be sent to Coordinator contact point.

▪ **... Project scope**

The project concerns the promotion of consumption of European fresh fruits (peaches, nectarine, cherry, apple and plump) in three Member States' markets: Romania, Bulgaria and Sweden. The objective are to increase the competitiveness and consumption of Union agricultural products and certain food products and to raise their profile inside the Union to raise their profile highlighting the specific features of food safety, traceability, authenticity, labeling, nutritional and to restore normal market conditions for Fresh fruits in Internal market (Romania, Sweden and Bulgaria) at the levels of 2019. This will lead to higher value of European fresh fruits exports in internal market thus growing their market share. The action will have a direct economic impact as a +2% annual increase of exports value within 1 year period for all three countries (2021). The action will put a lot of attention to new media (, web site, social media, webinars and online ads) as well as traditional publicity (publications). It will use classical methods (trade fairs, B2B workshops) but also will innovate with experience oriented actions (roadshows & POS) in order to engage consumers.

▪ **Object of the contract**

Contractor will undertake the realization of the work packages and activities described in ANNEX B of the present. Activities will be developed and performed in Romania, Bulgaria and Sweden and in the country of origin of the contractor(s).

▪ **... Context of the contract**

The contract concerns the following services. Further analysis is presented in ANNEX B of the present.

<b>Work package</b>	<b>Activity</b>	<b>Budget in EUR</b>
<b>Public Relations</b>	Continuous PR Activities	87.890
<b>Website, social media</b>	Website setup, updating, maintenance Social media (Accounts setup, regular posting) Webinars	63.088
<b>Advertising</b>	Print TV Online	207.244
<b>Events</b>	Stands at trade fairs Seminars, workshops, B2B meetings, trainings for trade/cooks, activities in schools	295.656

	Other events (Live cooking shows on social media)	
<b>POS Promotion</b>	Tasting days	93.800

▪ **... Value of contract**

Estimated value of the contact to be awarded is **EUR 747.678** (without VAT) and concerns direct cost of actions, fees of implementing body and other direct costs of activities.

▪ **... Lots - variants**

The contract is divided in two (2) lots (LOTRO and LOTGR) and tenderers should submit their offer for all lots included. No variants will be accepted. Estimated value of LOTRO is **EUR 374.673** and estimated value of LOTGR is **EUR 372.985**.

▪ **... Duration of contract**

The duration of the contract will be for 12 months starting from the date of the signature of the Grant Agreement between the Contracting Authority and CHAFEA (Consumer, Health, Agriculture and Food Executive Agency) on behalf of the European Commission.

▪ **... Legal, Economic, financial and technical information**

○ *Participation in the tendering procedure*

Participation is open on equal terms to all economic operators (legal entities or consortium of entities) with activity related to the promotion, advertising, marketing and consultancy services of the agri-food sector, legally operating in EU Member States or within the European Economic Area (EEA) while tender is also covered by the GPA (Government Procurement Agreement).

If tenderers participate in a consortium (joint tender) the conditions for participation must be met by all of its members. In case of a joint tender, all members assume joint and several liabilities toward the Contracting Authority for the performance as a whole. Nevertheless, tenderers must designate one of the economic operators as Leader and as a single point of contact for the Contracting Authority. The Leader shall be authorized to submit the tender on behalf of the group and act on behalf of its member in connection with the tender.

The tender must identify the participating operators (members) by filling for each one Annex D (Submission form). The tender shall clearly specify the role and tasks of each member within the tender.

Consortiums of entities are not required to form a specific legal entity in the stage of tender submission. In case that a contract is awarded, the Contracting Authorities have the legal right to request from the consortium to form such a legal entity before the contract is signed, if this change is necessary to the proper performance of the contract. The Contracting Authorities will sign two separate contracts with the leader on behalf of all members of the group, authorized by the other members via powers of attorney (ANNEX F). 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.

Legal entities may not participate in more than one tender, under penalty of exclusion of all tenders involved in. The same prohibition covers and subcontractors who may work with only one single tenderer.

○ *Subcontracting*

Subcontracting is permitted, but the contractors will retain full liability towards the Contracting Authorities for performance of the contracts as a whole. The Contracting Authorities will not have any direct legal commitment with the subcontractor(s).

Tenderers are required to identify subcontractors whose **estimated share of the contract is above 30 %** of proposed budget of each service of the contract (hereinafter referred to as "identified subcontractors").

The tender must clearly identify these above mentioned subcontractor(s) (identity, role, specific tasks, proportion of the contract the tenderer intends to subcontract in total and by each subcontractor when this is above the % indicated above) and attach a statement declaring their undertaking to collaborate with the tenderer (s) in case of award of the contract (by enclosing the written Letter of Intent of the subcontractor(s) presented in ANNEX G).

During the execution of the contract, the change of any subcontractor identified in the tender or any additional subcontracting will be subject to prior written approval by the Contracting Authority.

- *Rely on the competence of other economic operators*

Economic operators may, in respect of the criteria of economic - financial standing and technical and professional capacity, rely on the competences of other economic operators 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 entities on which they rely. Specifically, with regard to the related professional experience, economic operators, may only rely on the capabilities of other economic operators if they perform the tasks or services for which those capabilities are required. Where economic operators rely on the competences of others 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.

- *Requirements as to the tender(er)*

Economic operators should demonstrate their (i) *legal and regulatory capacity*, (ii) *Economic and financial capacity* and (iii) *technical and professional capacity*

- *Tender guarantee*

Tenders should be accompanied by a tender guarantee of two thousands euro (**EUR 2,000**). The guarantee could be either bank transfer or deposit at Contracting Authority's bank account (information upon request), or a guarantee issued by a bank institution or by an insurance company as it is provisioned within the national legislation in the country of origin and according to the specimen provided in Annex A. Guarantees will be returned to tenderers upon completion of the procedure and signature of the Grant Agreement.

#### ▪ **...Procedure**

- *Time limit for requests to participate*

Request to participate must be submitted until [Date 01/12/2020], [Time 15:00 a.m.] in written to one of the contact points.

Questions or clarifications concerning the present Specifications may be sent by e-mail no later than [Date: 05/12/2020] to one of the contact points.

Replies will be communicated to all tenderers no later than [Date: 08/12/2020] by the Committee.

- *Deadline for submission of tenders*

Tenders must be submitted not later than [Date 18/12/2020] [Time: 15:00] either by post or by hand deliveries.

Place of submission of Tenders: Str. Strabuna Nr.1 Sector 1 Bucharest 012461 Romania

- *Language(s) in which tenders or requests to participate may be drawn up*

Main language of the tender is English.

Requests to participate may be drawn up in English.

Administrative information (ANNEXES D and E that should be included in the Administrative Offer) must be in English. Nevertheless all supporting official documents of each tenderer – consortium of tenderers should be accompanied with a translation in English.

Technical and Financial tender should be in English.

- *Minimum time frame during which the tenderer must maintain the tender*

Tenders will be valid for 60 (sixty) days from the final date of submission of tenders. Tenderers may be requested to extend the validity of their tender.

- *Conditions for opening tenders - Stages*

Members of the Committee assigned by Coordinator will hold a close meeting, after the deadline for submitting tenders, on the *Date: [18/12/2020] Time: [16:00]*.

*Stage 1:*

The members of the Committee assigned by Coordinator will verify the content of tenders submitted and fill in the List of Tenderers. Then they will proceed to the opening of Tenders submitted and perform the verification of non-exclusion of tenderers on the basis of the exclusion criteria and verification of selection criteria, opening Administrative dossiers. A protocol of the Committee will be forwarded to the member of the Committee assigned by Partner justifying the outcome on which tenders have passed to the next stage.

Stage 2: Member of the Committee assigned by Coordinator will open Technical and Financial Dossiers and will proceed to the verification of Quality award criterion 1, opening Technical Tenders. Committee will assess ANNEX E of each tender and exclude any tenders that don't meet the criteria. Committee may request clarification of further information from Tenderers in order to finalize its decision. In continuation they will open "State of Art and Offer" and Financial Tender and assess if they conform to the conditions set in the present. Electronic file of "State of Art" and "Financial Tender" will be send to the member of the Committee assigned by partner and all members of the Committee will evaluate individually tenders according to Quality Award criteria 2, 3 and 4.

Stage 3: Committee will proceed to the final ranking and best price-quality assessment. The final Protocol of the Committee will be forwarded to the competent bodies of Contracting Authorities.

- *Structure and content of the Tender*

Tenders should be typewritten and should not bear irregular corrections (erasures, deletions, additions, etc.). If there are any corrections, additions, etc. should be done with the same printing machine and Committee will confirm that have been occurred before the submission of the Tender.

The tender must include a **cover letter** signed by an authorized representative together with the administrative offer of the tender presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors, if applicable, as well as the name of the single contact point (leader) in relation to this procedure.



In case of a joint tender, the cover letter must be signed by the leader authorized by the other members with Powers of Attorney (ANNEX G). The signed powers of attorney must be included in the tender as well.

Subcontractors that are identified in the tender must provide the Letter of Intent (ANNEX H) signed by an authorized representative.

Third parties must provide the Declaration of other Economic Operators (ANNEX J) signed by an authorized representative.

Tenderer or consortium of tenderers must declare that they waive any right to seek any kind of liability or claim any kind of compensation in case of cancellation or postponement of the tender or rejection of the submitted tender for any reason. Tenderer or consortium of tenderers must indicate the validity of their tender.

They must be submitted in one (1) original hard copy that cannot be unsealed without traces and they will bear the following references:

**OPEN CALL FOR PROPOSALS 2020.01**

**EU Fresh fruit Adventure! - 101021941**

**Deadline 18/12/2020**

**TO BE OPEN ONLY BY THE EVALUATION COMMITTEE**

Tender Dossier should include two dossiers that cannot be unsealed without traces and they all bear the same references.

- Administrative Tender

The dossier should contain the following documents in one (1) original hard copy

No	Description	Reference
1	Cover Letter	
2	Submission Form	ANNEX D
3	Declaration on Honor signed by the legal representative of the tenderer or the leader and each member of the consortium of tenderers	ANNEX F
4	Certification relating the enrolment of tenderers and or consortium of tenderers on professional or trade registers of the tenderer and each member of the consortium of tenderers if applicable	Issued by competent national authorities
5	Financial statements of the last two (2) years of the tenderer and each member of the consortium of tenderers if applicable.	Balance sheet and profit/losses account signed and stamped by the legal representative of tenderer.
6	Certificates issued by competent national authorities for the fulfillment of taxes and social security obligations of the tenderer and each member of the consortium of tenderers if applicable	Issued at least six (6) months before the deadline of submission of tender by the competent national authorities
7	In case of a tender submitted by a consortium of tenderers a Cooperation Agreement between tenderers where it will be clearly stated the Lead Partner, the authorized representative of the consortium, the scope and services that each partner will contribute in the implementation of	

	the project. Additionally it must be stated that tenderers undertake the liability individually and collectively for the execution of the contract as a whole and of its part undertaken by each member of the consortium.	
<b>8</b>	Certificates issued by bodies in conformity with the European standards series concerning certification attesting the compliance of the economic operator (or at least two operators in case of a joint tender) with quality assurance systems based on the relevant European or national standards.	
<b>9</b>	Tender guarantee or proofing of the Bank Deposit	<u>ANNEX A</u>
<b>10</b>	Power of Attorney (If applicable)	<u>ANNEX G</u>
<b>11</b>	Letter of intent of subcontractors /Declaration of other economic operators (if applicable)	<u>ANNEXES H and J</u>

Administrative documents (4, 5 and 6) should be accompanied by an English translation. Dossier should include all above mentioned documents in electronic format (CD/DVD/USB disk).

- Technical and Financial Dossier

Dossier should contain the following separate sealed folders.

- Technical Tender - one (1) original hard copy and one (1) copy in in electronic format (CD/DVD/USB disk)

- 1) ANNEX E – Technical and professional capacity
- 2) State of Art and Offer

This part must include a detailed description on how the tenderer(s) is/are planning to provide the requested services, as defined in the technical specifications covering all services described in ANNEX B. The tender should provide all the information needed to appraise the award criteria presented below of the present tender specifications. Its content must be structured in four (4) sections:

- Presentation and justification of tenderers experience: In this section tenderer should provide a description of its profile, state of art and business activities related to the services requested to provide. Presentation of their history, infrastructure, human and technical resources, assets etc.
- Understanding of the project and its objectives and description of methodology: In this section tenderer must provide a comprehensive description of its approach and methodology for the implementation of each service and of the campaign as a whole. A connection to the experience of the tenderer must be justified as well as the procedures especially for actions to be carried out in the target countries. In case of a consortium of tenderers or in case of subcontractors, an allocation of actions undertaken by each of the members of the consortium or subcontractors should be provided.
- Project team, management and administrative procedures: Project Team, Project management and administration processes, tasks and roles, communication channels and processes especially in cases of consortium of tenderers.

- Action plan and detailed time table: Detailed presentation of actions according to ANNEX B and presentation of the overall timetable for its implementation.

Offers that are irrelevant to the subject of the contract, deviate from the (minimum) requirements or not covering all requirements specified in the tender specifications may be rejected on the basis of non-compliance with the tender specifications.

- Financial Tender - one (1) original hard copy and one (1) copy in in electronic format (CD/DVD/USB disk).

The price for the tender must be quoted in euro, also for tenderers from countries outside the Eurozone. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.

Prices must be clearly indicated. They must be inclusive of all expenses directly or indirectly connected with the service provision (contract management, training of contractor's employees, back-up resources, company management, secretariat, social security, salaries, etc.).

The financial offer may be lower than the estimated value of the contract. However, if the tender is considered abnormally low according to the Committee's judgment, tenderer may requested to provide additional information.

This part must include and present:

- An introductory paragraph indicating the overall cost of the offer (in euro without VAT).
- Tables of ANNEX C
- Detailed budget breakdown of each activity (in euro without VAT).
- In case of a consortium of tenderers or tenders with identified subcontractor (s) a table must be created reflecting the member responsible of the heading/activity and the overall sum undertaken by subcontractor (s).

Dossier should include all above mentioned documents in electronic format (CD/DVD/USB disk).

#### ▪ ***..Evaluation of tender(er)s and award***

The evaluation is based solely on the information provided in the submitted tender, after access to the market is verified. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of the selection criteria
- Evaluation of tenders on the basis of the award criteria.

The Committee may reject tenders if it is established that the tenderer or an identified subcontractor does not comply with applicable obligations.

The successful tenderers must pass all criteria to be awarded the contract.

#### *Verification of non-exclusion and evidence*

All tenderers must provide a declaration on honour (Annex F), signed and dated by their authorized representative, stating that they are not in one of the situations of exclusion listed. Annex F is part of the tender submission form to be included in Administrative offer.

In case of **joint tender**, each member of the group must provide a declaration on honour signed by its authorized representative, as exclusion criteria apply separately to each legal entity of the group.

In case of **subcontracting**, identified subcontractors whose **estimated share of the contract** is **above 30 %** of the maximum ceiling for each service must provide a declaration on honour signed by their authorized representative. These declarations should also be included in the tender.

- *Verification of selection criteria and evidence*

The purpose of the selection criteria is to determine whether the tenderer has the capacity to implement the contract. Aspects of this capacity include the legal and regulatory capacity (where relevant), the economic and financial capacity, and the technical and professional capacity.

Each selection criterion consists of three elements: (i) the criterion itself, (ii) a minimum level/minimum requirement and (iii) the supporting documents. The selection criteria *are not scored* by the Contracting Authority. They are subject to a pass or fail assessment.

**Selection criteria are applied to the tenderer (and each member in case of a joint tender).**

#### Legal and Regulatory capacity

- Certification relating the enrolment of tenderers and or consortium of tenderers on professional or trade registers
- Certificates issued by competent national authorities for the fulfillment of taxes and social security obligations.
- Certificates issued by national or international independent accreditation bodies attesting the compliance of the economic operator with quality assurance standards.

#### Economic and Financial capacity

The tenderer (and each member of the tenderer in case of a joint tender) must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following criteria:

- **Turnover or other operating income** - The sum of Turnover and/or Other Operating Income for each of the last two financial years is above one and half millions euro (EUR 1,500,000).

**Evidence:** The tenderer must provide financial statements of the last two (2) years of the tenderer and each member of the consortium of tenderers if applicable.

- *Quality Award Criteria*

#### Technical and professional capacity criteria

Award criteria are related to the tenderer's state of art and the tender. They seek to evaluate both technical and professional capacity and the most important aspects required by the technical specifications defined in Annex B. The criteria include minimum thresholds that each tender should score per criterion and in total in order to be considered acceptable.

Tenderers should provide adequate information demonstrating their skills, expertise, human resources and significant documented experience. Specifically tenderers should have proven experience in providing promotion and advertising services for the agri-food business sector over the past five years (2015-2020).

Tenderers should indicate the names and professional qualifications of the staff responsible for the execution of the campaign. The team delivering the service should include, as a minimum, the profiles listed below. If a project team member leaves the project during the implementation period, the contractors must ensure a replacement in due course by another person with equivalent experience and expertise.

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below.

**a) Criteria relating to the tenderer (s) delivering the service:**

The tenderer must prove experience in **implementing advertising and promotion projects for the agrifood sector from which at least 3** for products under EU Quality Schemes during the past 5 years in 2 different member states or third countries.

The tenderer must prove experience in **implementing advertising and promotion projects for dairy products** during the past 5 years in 2 different member states or third countries.

**Evidence A1:** The tenderer must provide a list of references filling in the relevant table of the Submission Form (Annex E) for the past 5 years (2015-2020).

**b) Criteria relating to the team delivering the service:**

**Project Manager:** At least **five (5) years** of **international** experience in **project management**, including overseeing project delivery, quality control of delivered service and conflict resolution. He/she should be fluent in English.

**Project Coordinator:** At least **three (3) years** of experience in financial project **management** of projects of private, national or European funding. He/she should be fluent in English.

**PR/Media/Promotion Manager:** At least **three (3) years** of experience in **delivering public relation and promotion services**. He/she should be fluent in English.

**Evidence:** For all profiles listed in the above-mentioned criteria, the tenderer shall complete the relevant section of Submission Form (Annex E).

The tenderers must note that a statement alone, confirming that it understands the objectives of the contract and the work to be carried out, or a repetition of the tender specifications will not be considered as sufficient and will lead to a negative assessment and a major reduction of points under the respective criterion. If certain essential points of these specifications are not expressly covered by the tender, the Contracting Authority may decide to give a zero mark for the relevant quality award criteria.

The contract will be awarded based on the **most economically advantageous offer**, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the below described criteria. **The maximum total quality score is 100 points.**

**Award criterion 1: Technical and professional capacity (YES/NO)**

This criterion assesses the capacity of tenderer to undertake the contract and concern the verification of criteria a) and b). If evidences requested do not meet the criteria or they are considered inadequate according to the judgement of the Committee the tender in concern will not pass to the next evaluation stage.

**Award criterion 2: Quality of the proposed methodology (40 points – minimum score 50%)**

This criterion will assess the quality and the efficiency of the proposed methodology taking into account the description of the services as well as the capacity of the tenderer. This will consider approaches and methods proposed to ensure smooth organization and management of the campaign and each activity covering all related aspects. Completeness is an element of this criterion. Details should be provided as part of the technical offer.

**Award criterion 3: Organization of the work and resources, quality assurance (20 points – minimum score 50%)**

This criterion will assess how the different economic operators (joint tenders, incl. subcontractors, if applicable) and the project team share responsibilities, roles, time and resources globally and for each identified task, and the back-up systems in order to be effective. This criterion will also assess the quality assurance mechanisms used to ensure timeliness, quality of the deliverables, the language Excellency and flexibility. Completeness is an element of this criterion. The criterion will also assess the approaches/methods proposed for ensuring efficient coordination between and with various parties involved (Contracting Authority and stakeholders, competent national and European authorities etc). Details should be provided as part of the technical tender.

**Award Criterion 4: Efficiency and effectiveness of the actions (40 points – minimum score 50%)**

This criterion will assess the methods, tools and indicators which will be used to measure the efficiency and the effectiveness of the actions carried out within the scope of the services. Quality, quantity and cost effectiveness shall be considered in the proposed measurement indicators. Details should be provided as part of the technical offer.

*Price and Award Method*

Only the tenders that have reached the technical quality thresholds announced for the quality award criteria will be subject to best price-quality assessment.

- Ranking of tenders

The tender with the lowest price will be awarded 100 points. The other tenders will be awarded points on the basis of the following formula:

Points = (lowest price/price of the bid in question) x 100

- Calculation of the most economically advantageous tender on the basis of the best price/quality method:

In order to determine the most economically advantageous tender for the award of the contracts, a quality/price ratio of **80/20** will be applied to each tender in the following way:

**Score for tender X** = Lowest Price/Price for tender x 20% + total quality score (out of 100) for all quality award criteria of tender x 80%.

The Committee will draw up an Evaluation Protocol with the results of the procedure that will be submitted to the Board of Directors for final approval.

- ***...Informing the candidates / tenderers***

The Committee will inform the candidates/tenderers (winner tenderer/tenderers, tenderers that have been rejected or unsuccessful tenderers) in written form, as soon as possible after the act of the Board of Directors about the decisions regarding the awarding of the contract.

In case of annulment of the procedure the Contracting Authorities will inform in written all the participants, from the date of annulment, both the ceasing of the obligations of the participants, created by submitting tenders, as well as the reason of the annulment.

- ***...Confidentiality***

The Contracting Authorities shall not disclose the information provided by the economic operators indicated by them as confidential, including technical or commercial secrets and the confidential elements of the tenders.

- ***...Intellectual property rights***

The ownership of the results and of all deliverables produced in the context of the contact is of the Contracting Authorities.

- **...Appeals**

Tenderers whose tenders are rejected either because they do not meet the requirements on the basis of the selection criteria or disagree with Committee's judgment and the outcome of the evaluation have the right to submit a written objection according to the provisions of national law.

- **...End of procurement – award of contract**

The service contract (ANNEX H) with the highest ranked tenderer will be drawn in consolidation to the Grant Agreement.

**ANNEX A - Tender guarantee form**

*Specimen 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>

<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 EUR 2.000 (euro two thousands), this amount representing the guarantee referred to in article “*Tender guarantee*” of the 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 fulfil 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 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article “*Minimum time frame during which the tenderer must maintain the tender*” of the Specifications [and in any case at the latest on (1 year after the deadline for submission of tenders)]<sup>1</sup>.

The law applicable to this guarantee shall be that of <country of origin>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Romania.

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- Description of Contract**

### **Objectives**

<b>OBJECTIVE</b>	<b>INDICATORS</b>	<b>IMPACT</b>
<i>Increase awareness of the merits of Union agricultural products and of the high standards applicable to the production methods in the Union;</i>	<i>Increase value of Fresh fruit in Bulgaria, Romania and Sweden</i>	<i>Highlighting the specific features of the production method, particularly in terms of traceability, authenticity, nutritional value and sustainability;</i>
<i>Increase the competitiveness and consumption of Union agricultural products and certain food products and to raise their profile inside the Union;</i>	<i>Increase value of Fresh fruit in Bulgaria, Romania and Sweden</i>	<i>Highlighting the specific features of the production method, particularly in terms of traceability, authenticity, nutritional value and sustainability;</i>
<i>Increase the market share of European Fresh Fruits in the three markets and restore the normal market conditions</i>	<i>Change in the Union products market shares in Bulgaria, Romania and Sweden (+ 2%)</i>	<i>Become competitive supplier of the market in 2021</i>
<i>Restore normal market conditions in the event of serious market disturbance, loss of consumer confidence due the damage caused by Covid-19 virus</i>		<i>Increase the consumer confidence in the European Fresh Fruits in the three markets under conditions of Pandemic</i>

### **Strategy**

The action joins together 2 proposing organizations from Romania and Greece, under the achievement of Project's objectives. Each proposing organization had established a wide cultivation network with high quality standards and significant importance to local and regional economies/ societies. This effort needs to be continued and supported. Through this program an informal cluster of the product will be created, bringing forward joint actions and initiatives in order to promote the Fresh fruits.

The action strategy is clear, and strongly related to project's objectives and the market analysis results announced under the relevant thematic priority. It complies also with the guidelines of the Regulation (EU) No 1144/2014 of the European Parliament, aims listed in Article 3 of that Regulation in the framework of Section 1.2.2. of Annex I of the Annual Work Programme – Action in case of serious market disturbance, loss of consumer confidence or other specific problems. Through this program an informal cluster of the product will be created, bringing forward joint actions and initiatives in order to promote the European Fresh fruits.

The proposed actions is planned and designed in a way that will be comprehensive and conclusive and will provide a rapid positive response to the market disturbance at the three target markets. The sum of activities is dynamic and direct as it is essential to achieve immediate and direct results. The whole campaign will be showing optimism for the future and reach out to the consumers that are troubled and affected by the COVID-19 pandemic and create a positive climate. The following are the key determinants of action's strategy:

- *Image of European products in the minds of the consumers: consumers acknowledge the superiority in quality of the European products and the expertise of the European*

*producers, and the consumption of European products is associated with prestige and social status.*

- *Consumption trends: consumption is on the rise and specifically consumption of European fresh fruits differentiated after restore the normal market conditions due to the damage caused by **Covid-19 virus***

### **Target groups**

Each activity is addressing specifically or massively to the following target groups while activities have been selected according to their effectiveness on each one of these groups.

**Households /Consumers** are one of the important target group to be addressed. The action will focus on the urban population of the markets. More specifically will focus on the middle-income consumers, men and women. Women are to be targeted specially through social media and publications. This is a large target group, divided in two sub-groups.

*Young people 18-35 years adults 35-60 years old.*

The choice of this group is based on the variety of consumers including. It is the group that affects the demand of products on the market and since its members' are productive, financially independent, directly affecting consumer preferences. Proposed activities aim directly to the household members that are responsible supplies and create the right conditions for a frequent consumption of European origin. Many consumers will have the opportunity to be better informed from the website, during the exhibitions and the rest promoting and information activities at points of sale and in addition to test products. Furthermore consumers will be the beneficiaries of the program messages through advertising activities.

*Children and educational institutions* - This main target group is the more sensitive as well as the most important one. In terms of marketing, the group is divided as following:

Children from 6 to 8 years older cannot understand other people's beliefs, desires, and motives, according to the so called "theory of mind". Even more they have a great difficulty to detect messages and usually tend to receive information about a product in the literal sense. Messages should be simple and direct, promoting only the benefits of consumption of the programme's fresh products.

Although children between 8 to 12 years old have already increased the ability to understand different messages and comprehend purpose of messages, are still vulnerable to mixed or complicated messages. As these children are starting to develop their sense of identity messages should intent to aspire them in order to consume fresh fruits as part of their way of life.

Finally, teenagers which in general are trying to differentiate themselves from their parents and fit in with their peer group should be addressed in such a manner that their will focus on positive qualities of consumption of fresh fruits. Eating habits are generally established in childhood. A regular, balanced range of food and drink, including in particular fruit and vegetables, in childhood is important in order to lay the foundation for a healthy lifestyle.

**Multipliers/ Opinion leaders** are also a key target group especially chefs, nutritionists as well as food bloggers and journalists. They will be approached through social media and B2B events as their positive reaction to the action will facilitate diffusion of key messages to the end users. The members of this target group have an important role to inform general public/consumers on the product and its production methods. Members of this target group have the ability to influence consumers and form their needs. Indicative members of this target group can be:

*Doctors, Specialized journalists (specialized, women's and youth magazines), Nutritionists, experts in nutrition, Chef/ future chefs and Consumers organizations.*

Representatives of this group will be informed in depth to form the best possible impression for the product and convey their findings to the public. They will participate in product presentations during the program's actions. Generally, this target group will support the development of actions and will transmit project's main messages. The aim is to transmit key-messages via different channels (media players), providing information on the comparative advantages of the products (product image enhancement, growth demand).

Representatives of this group will be informed in depth to form the best possible impression for the product and convey their findings to the public. They will participate in product presentations during the program's actions.

Generally, this target group will support the development of actions and will transmit project's main messages. The aim is to transmit key-messages via different channels (media players), providing information on the comparative advantages of the products (product image enhancement, growth demand).

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

Key target group of the action is **the trade**: importers, wholesalers, distributors, retailers, HRI sector. The action intends to reach out as many as possible and in different ways; through the participation in major trade events where thousands of professionals, decision makers and trends formulators will be on the spot; in addition, they will be approached with customized B2B events and publications. Each segment of the target group is of major interest and synergies between activities will facilitate the goal to influence them; new channels will be developed and channels already exposed to similar actions will be approached in order to increase their familiarization with the product and the industry in concern. Since Fresh fruits as a part of a balanced diet, there is a need to stimulate their demand which depends on the behavior of that segment. Members of the target group create new consumer trends and have direct access to a large number of consumers. Their approach could generate multiple benefits to the program measures. Their contribution is extremely important to the promotion of products, both during the implementation period, and long term, as this group will continue to use the products.

***Description of activities and analysis of budget positions***

<b>Work package</b>	<b>Public Relations</b>
<b>Activity 1</b>	Publications in Magazines
<b>Description of activity</b>	Operation for the entire project duration (12 months) of a press office responsible for the diffusion of key messages via press releases, media clipping and publications (12). A press office will be operational throughout the project in the target countries, to involve and inform the media (consumers and trade) and key opinion leaders of the FRESH FRUIT sector. Press releases concerning the activities and contents of the project will be distributed, according to a previously planned timeline, and coordinated and shared public relations activities will be carried. Design and production of full page 4C artwork advertisement in 12 magazines in each target country will provide all the important messages,

	under the E.U legislation
--	---------------------------

<b>Work package</b>	<b>Website, social media/website</b>
<b>Activity 1</b>	Website set up, update, maintenance
<b>Description of activity</b>	Set up, update and maintenance of a multilingual website providing information on the products, the partners and the project.
<b>Activity 2</b>	Social media (Accounts setup, regular posting, maintaining)
<b>Description of activity</b>	Set up, regular posting and maintenance of social media accounts (Facebook, Instagram, You Tube), “socializing” the project and diffusing key messages via posts (20)and videos(4).
<b>Activity 3</b>	Other (Webinars)
<b>Description of activity</b>	In the Webinars will be participate local 20-30 representatives only from target country Sweden, professionals in the field of food and Fresh fruits. One month before the start of the online meeting, samples will be sent to each person in person after selecting a guest list via express post to have the opportunity to know the products in advance as well as all the information required.

<b>Work package</b>	<b>Advertising</b>
<b>Activity 1</b>	Print
<b>Description of activity</b>	Design, print and dispatch of 8 pages illustration info brochure devoted to the products in 35.000 pieces. The brochures will be colored, 13X19 cm diptych and printed in luxury paper (180 gr) in Sweden, Romanian and Bulgarian language. The brochures will contain the EU emblem and the accompanying co – financing text in the language of the target market, the "Enjoy! It's from Europe» signature, and the Disclaimer excluding Commission responsibility.
<b>Activity 2</b>	T.V
<b>Description of activity</b>	Creating 2 different TV spots (20”) and airing in national Bulgarian and Romanian digital and cable

	<p>TV stations, presenting of the added value of the products, highlighting the importance of the intrinsic qualities of the products, the tradition in their products and the intimate relation with the local societies and the importance of their consumption as part of a balance diet.</p> <p>Media Plan will run in spring and summer (March – June) with airing of totally 260 spots in Bulgaria (130) in Romania (130) at prime -time zone.</p> <p>Estimated reach: 4000000 viewers</p>
<b>Activity 3</b>	<p>Online advertising in social network and web site advertising (Google display Promotional Campaigns (3) Google Ad words)</p>
<b>Description of activity</b>	<p>Ongoing 1-year 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.</p> <p>Ongoing 1-year Campaigns, targeting social media users from the target countries of the program. Individual social platform campaigns (Facebook, Instagram, You Tube and Lead Ads)</p>

<b>Work package</b>	<b>Communication tools</b>
<b>Activity 1</b>	Publications, media kits, promotional merchandise
<b>Description of activity</b>	<p>Design and production of full page 4C artwork “Green life” advertisement will provide all the important messages, establishing practices that revitalize and renew our life. Aims to reinforce the demand for vegetables.</p> <p>4 color – full page (Germany, Poland and Czech Republic)</p>
<b>Activity 2</b>	Promotional video
<b>Description of activity</b>	<p>Creation of a 30’ minutes promotional video with German, Polish and Czech subtitles made with interviews from nutritionists/chefs/trainers and also Presidents of the Associations, to motivate people to include the Fresh vegetables in their daily diet. This video will also include shootings of productions units, fields and products. The movie also be integrated in the website / social media / used during fairs / events.</p>

<b>Work package</b>	<b>Events</b>
---------------------	---------------

<b>Activity</b>	Stands at trade fairs
<b>Description of activity</b>	Participation at “Interfood Drink Sofia”(Bulgaria), “INDAGRA Food and Drink” (Bucharest, Romania) and “Sthlm Food & Wine” (Stockholm, Sweden)  Stand renting and construction, supporting services including products and material dispatch, travel and accommodation of representatives (producers) from Romania and Greece
<b>Activity 2</b>	Seminars, workshops, B2B meetings
<b>Description of activity</b>	Organization of Business B2B meetings on spot (one in each country) with dinners in central restaurants with 10 guests. All health protocols will be followed according to the instructions of each country for the covid-19.
<b>Activity 3</b>	Road Show
<b>Description of activity</b>	Organization of 2 "Road Show" in capital cities in Bulgaria and Romania, in outdoor sites, open squares and entrances of busy shopping centers and smoothly inside shopping centers in each country. The action will be realized last 2-3 days, for about six hours each day. Consumers will be invited to taste fruits in joy and celebration mood. A special concept based on the idea of "The Fruits is the answer! will be created and travel to 2 countries in order to expand the idea. There will be like a team of 6 cheerleads to boost the start of each “road show” and a team of 6 persons like (jugglers, men on the stilts, promoter playing with fruits or ribbons) to continue the action.  During the roadshow will be used special equipment to program signs, stands by which fruits are distributed, in special packages, publicity banners, photographer to capture the moments and joyful music including local rates highlighting the country of origin.  All health protocols will be followed according to the instructions of each country for the covid-19.

<b>Work package</b>	<b>Point – of – Sale (POS) Promotion</b>
<b>Activity</b>	Tasting days
<b>Description of activity</b>	Promo days with tasting and free sampling in POS annually as following:

	<p>Romania POS=10 - Total promodays=50</p> <p>Bulgaria POS=10 – total promodays =50</p> <p>Sweden POS=16– total promodays 240</p> <p>The action will be realized in collaboration with organized retailers as well as independent food stores/Hypermarkets/Supermarkets.The idea is to familiarize consumers with the product in order to increase awareness on their intrinsic characteristics and qualities. In each POS a stand will be placed along with promotional banners and a promoter will offer free products to taste as well as free sample to take away.</p>
--	--

**ANNEX C- Financial tender tables**

<b>Table 1 – Total Budget</b>	Year 1			
	Direct cost	Fee	Other direct costs	Sum
LOT				
LOTRO				
LOTGR				
<b>Total</b>				

<b>Table 2 – Budget per Work package</b>	Year 1			
	Direct cost	Fee	Other direct costs	Sum
Work package				
Work Package 1 LOTRO				
Wok Package 1 LOTGR				
.....				
<b>Total</b>				

<b>Table 3 – Budget per Activity</b>	Year 1			
	Direct cost	Fee	Other direct costs	Sum
Activity				
Activity 1				
Activity 1 LOTGRO				
Activity 1 LOTGR				
.....				
<b>Total</b>				



## ANNEX D – Submission form

### Submission Form<sup>2</sup>

Call of Proposals No            2020.01

Deadline                            18/12/2020

#### Tenderer Composition

	Single Tenderer
	Single Tenderer with subcontractor
	Joint Tenderer
	Joint Tenderer with subcontractor
	Rely on other economic operators

#### Tender Composition overview<sup>3</sup>

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

#### Member detailed information

	Leader
	Member
	Subcontractor
	Third party

<b>Tenderer/ Member name / Subcontractor / Third party</b>	
--	--

<sup>2</sup> Each tenderer and members of a joint tender or identified subcontractor or third party should submit the form using a headed notepaper of the legal entity concerned).

<sup>3</sup> Add as many line needed

Address			
Post code		City	
Country			
VAT registration		Registration No	
website			
email			

***If identified subcontractor***

The amount to be received by the Subcontractor is above 30% of the total value of the contract

Yes	No

**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>4</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				

<sup>4</sup> Only for tenderers / members of a joint tender or third party

<b>Turnover and other operating incomes</b>				
<b>Net operating profit</b>				

**Financial data overview of the consortium of tenderers<sup>5</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>Net operating profit</b>				

**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, 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>	

---

<sup>5</sup> The table will be produced only by the leader of the tenderer.

## ANNEX E – Technical and Professional Capacity

### Evidence for the Technical and Professional Capacity Criteria<sup>6</sup>

#### a. Criteria relating to the tenderer (s) delivering the service:

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>7</sup> by the legal entity or entities submitting the tender.

Ref no (minimum 3 / maximum 15 in total)	Project title								
	Name of legal entity	Country	Overall project 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 campaign / project							Type of services provided (indicate)		
							Public Relations		
							Website, social media		
							Advertising		
							Communication tools		
							Events		
							POS Promotion		

#### b. Criteria relating to the team delivering the service:<sup>8</sup>

<sup>6</sup> Only for tenderers / members of a joint tender.

<sup>7</sup> In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

<sup>8</sup> This table reflects the minimum requirements. Additional roles and profiles could be identified in the Technical offer of each tenderer.

<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 (must satisfy at least the minimum years of experience required for the specific profile)</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>
Project Manager						
Project Coordinator						
PR/Media Manager						
Promotion Manager						

**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, 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>	

## ANNEX F – Declaration of Honor

### Declaration of honor on exclusion criteria and selection criteria

The undersigned: \_\_\_\_\_

Representing

<b>Role</b>	<Tenderer><leader><member>
<b>Legal name</b>	
<b>Legal address</b>	
<b>VAT registration</b>	
<b>Registration No</b>	

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) it has been established by a final judgment that the person is guilty of any of the following:		
<i>(i) establishing an organized criminal group, provided by art. 367 of the Law no. 286/2009 on the Criminal Code, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the state where the economic operator has been convicted;</i>		
<i>(ii) corruption offenses, provided by art. 289 - 294 of Law no. 286/2009, as subsequently amended and supplemented, and crimes assimilated to the corruption offenses referred to in art. 10 - 13 of the Law no. 78/2000 on the prevention, detection and sanctioning of corruption acts, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the state in which the economic operator has been convicted;</i>		
<i>(iii) offenses against the financial interests of the European Union, provided by art. 18 ^ 1-18 ^ 5 of Law no. 78/2000, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the State in which the economic operator has been convicted;</i>		
<i>(iv) acts of terrorism provided by art. 32-35 and art. 37 - 38 of the Law no. 535/2004 on the prevention and combating of terrorism, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the state in which the economic operator was convicted;</i>		
<i>(v) money laundering, provided by art. 29 of the Law no. 656/2002 on the prevention and sanctioning of money laundering, as well as for the establishment of measures for preventing and combating the financing of terrorism, republished, with subsequent modifications, or the financing of terrorism, provided by art. 36 of the Law no. 535/2004, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the State where the economic</i>		

<i>operator has been convicted;</i>		
<i>(vi) trafficking and exploitation of vulnerable persons, provided by art. 209 - 217 of Law no. 286/2009, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the State where the economic operator has been convicted;</i>		
<i>(vii) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests of 27 November 1995.</i>		
(b) it has breached its obligations to pay taxes, duties or contributions to the general consolidated budget and this has been determined by a final judgment or administrative decision and compulsory under the law of the State in which the economic operator is established.		
(c) has breached the obligations established according to art. 51 of Law 98/2006;		
(d) is in the process of insolvency or liquidation, judicial supervision or cessation of activity;		
(e) has committed a serious professional misconduct that questions its integrity and the contracting authority can demonstrate this by any appropriate means of proof, such as a decision by a court or administrative authority;		
(f) has entered into agreement with other persons with the aim of distorting competition;		
(g) is in a situation of conflict of interest within or in connection with the procedure in question and this situation cannot be effectively remedied by other less stringent measures;		
(h) the previous participation of the economic operator in the preparation of the award procedure has led to a distortion of competition and this situation can not be remedied by other less stringent measures;		
(i) has seriously or repeatedly breached its main obligations under a public contract, a sectoral procurement contract or a concession contract previously concluded and these infringements have led to the early termination of that contract, damages or other comparable penalties;		
(l) has been guilty of misrepresentation in the content of the information submitted at the request of the contracting authority for the purpose of verifying that the grounds for exclusion or the fulfillment of the qualification and selection criteria have not been provided, has not provided such information or is unable to provide the required supporting documents;		
(m) has attempted to unlawfully influence the decision-making process of the contracting authority, to obtain confidential information which could give it undue advantage in the award procedure or has provided inadvertently erroneous information which may have a significant influence on the contracting authority's decisions concerning the exclusion from the award procedure of that economic operator, its selection or the award of the public procurement / framework agreement to that economic operator.		

**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 (e) above</i>		
<i>Situations (f-m) above</i>		

#### 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 in (a), (c), (d) or (f), 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.

For the situation described in point (a) to (l), production of recent certificates issued by the competent authorities of the State concerned are required.

Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

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 six (6) months before the day of their request by the contracting authority and must still be valid at that date.

#### 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, organisational 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. This does not apply for the situations referred in point (a) of this declaration.

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

## ***ANNEX G –Power of Attorney***

### **POWER OF ATTORNEY**

The undersigned:

– Signatory 1 (Name, Function, Company, Registered address, VAT Number)

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the Contracting Authority awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
  - (a) All partners shall be jointly and severally liable towards the Contracting Authority for the performance of the Contract.
  - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the Contracting Authority related to the services subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address and account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
  - (a) The lead partner shall submit the tender on behalf of the group of partners.
  - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
  - (c) The lead partner shall act as a single contact point with the Contracting Authority in the delivery of the services subject to the Contract. It shall co-ordinate the delivery of the services by the group of partners to the Contracting Authority, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the Contracting Authority's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the Contracting Authority for the delivery of the services subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Contracting Authority's consent.

Signed in ..... on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature:

**ANNEX H –Letter of Intent for Subcontractor**

**Letter of Intent**

<Insert title of this call>

The undersigned:

**The undersigned:** |

Representing

<b>Role</b>	<Tenderer><leader><member>
<b>Legal name</b>	
<b>Legal address</b>	
<b>VAT registration</b>	
<b>Registration No</b>	

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for proposals in accordance with the terms of the tender to which the present form is annexed, if the contract is awarded to ... .... (name of the tenderer). Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender.

Full name

Date

Signature

**ANNEX I - DECLARATION of other Economic operators**

To

*(Hereinafter called «Contracting Authority»)*

Subject:

Tender No. : .2020.01

Deadline for the submission of tenders: .....

*Regarding the above subject, we <Name of Entity> guarantee you that in case the contract is awarded to <Name of economic operator>, we will place at his disposal the necessary resources in relation to <description of input in the Contract>. \**

*Yours sincerely,*

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

\*the resources that will be at the disposal of the economic operator should be explicitly set and analyzed.

## ***ANNEX J – Specimen of Service Contract***

### **GENERAL CONDITIONS OF CONTRACT PRELIMINARY PROVISIONS**

#### **Article 1 – Definitions**

The following definitions shall apply to the Contract:

##### *Contract*

The signed agreement entered into by the Contracting Authority and the Contractor for the performance of the contract services, together with all attachments thereto and all documents incorporated therein, including the present General Conditions.

##### *Contracting Authority*

The Contracting Authority entered into an agreement with the Contractor for executing the Contract and having accessed the Contract.

##### *Contractor*

The natural or legal person or the consortium of natural and/or legal persons entering into an agreement with the Contracting Authority for performing the services.

##### *Contract Scope*

The provision by the Contractor of all the services under the contract.

##### *Contract Value*

The amount specified in article 3 of the Special Conditions.

##### *Day*

Calendar day.

##### *Fee-based*

A contract whereby services are provided for an agreed fee per service provided

##### *General Damages*

The amount, not stated previously in the Contract, which is awarded by a Court or determined by arbitration procedure, or agreed between the parties, as compensation payable to the injured party in the event of breach of contract by the other party.

##### *Liquidated Damages or Penalty Clause*

The compensation specified in the Contract as being payable by one contracting party to the other for failure by the latter to fulfil their obligations as set out in the Contract.

##### *Month*

A calendar month.

##### *Agreement*

The Grant Agreement to be signed between the Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) ('the Agency'), under the powers delegated by the European Commission ('the Commission'), the Coordinator Asociatia Producatorilor De Fructe Sud-Fructprod and Union of Hellenic Chambers (UHC) as beneficiary having accessed into the Grant Agreement

##### *Services*

The activities to be performed by the Contractor under the Contract

##### *Terms of Reference*

The document (Specifications), prepared by the Contracting Authority, which defines its requirements and/or objectives in respect of the requested provision of services and specifies, where necessary, the methods and resources to be used by the Contractor and/or the results to be achieved.

The headings and titles in the present General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the Contract.

Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

#### **Article 2 – Notices and Written Communications**

Whenever there is a deadline for the receipt of a written communication, the sender shall take all necessary measures to ensure timely receipt of the communication.

Any notice, consent, approval, certificate or decision by any person required under the Contract shall be in writing, unless otherwise specified in the Contract.

Any verbal instructions or orders shall take effect as of their transmission and shall be subsequently confirmed in writing.

### **Article 3 – Ownership - Intellectual and Property Rights**

All Contract deliverables, interim and final reports, as well as any and all other relevant document or material acquired, compiled or prepared by the Contractor in the execution of the Contract, shall be treated as confidential and shall be the absolute property of the Contracting Authority. The Contractor is obliged to deliver all such documents and data to the Contracting Authority upon completion of the Contract.

The Contractor may retain copies of such documents and data, but is not allowed to use them for purposes other than the purposes of the Contract.

Any results or rights thereon, including copyright and other intellectual and industrial property rights obtained in the execution of the Contract, shall become the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

The Contractor shall defend itself, at its own expense, against infringements or alleged infringements which may be reported by third parties with regard to patents, plans, intellectual property or trade secrets and, in the event that the Contracting Authority is prevented from using the Contract deliverables on account of such a reason, shall modify or replace the deliverables at its own expense, without prejudice to the provisions of Article 19.

### **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

#### **Article 4 – Obligations of the Contracting Authority**

The Contracting Authority shall provide to the Contractor as soon as possible any information and/or documentation at its disposal which may be relevant to the execution of the Contract. If this information is contained in documents, such documents shall be returned to the Contracting Authority at the end of the period of execution of the Contract.

The Contracting Authority shall co-operate with the Contractor for providing information which the latter may reasonably request in order to execute the Contract.

In discharging their duties, all persons authorised by the Contracting Authority must not divulge to any person other than those entitled to know, any information which they have obtained in the course and on occasion of the execution of the Contract and which refers to technical or commercial matters or to work or production methods of the Contractor.

The Contracting Authority shall inform its employees, agents and representatives of all such instructions or information as may be necessary or appropriate to facilitate prompt and effective performance of the services by the Contractor.

The Contracting Authority shall provide to the Contractor, if the latter so requests, information in connection with securing copies of laws, regulations and information on personnel insurance and the protection of employees, on local customs, taxation, orders or by-laws of the [Romania / Cyprus], which may affect the Contractor in the performance of its obligations under the Contract.

### **OBLIGATIONS OF THE CONTRACTOR**

#### **Article 5 – Assignment**

An assignment is any agreement whereby the Contractor transfers the Contract or part thereof to a third party without the prior written consent of the Contracting Authority.

Approval of an assignment by the Contracting Authority presupposes that the third party to which such assignment is made meets the eligibility criteria which applied to the award of the Contract. To allow the Contracting Authority to check that the eligibility criteria are met, the Contractor must submit all necessary data and information concerning such third party.

Approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the Contract already executed or for the part not assigned.

The Contracting Authority reserves the right to request that the third party to which the Contract is assigned also assume the obligations for the part of the Contract already executed.

#### **Article 6 – Subcontracting**

To implement the Contract Scope, the Contractor is limited to using the subcontractors identified in its tender for the corresponding part of the Contract Scope as stated in the Contractor's tender for each such subcontractor.

The Contractor may exceptionally, after the Contract has been signed, enter into a new subcontract or replace a subcontractor identified in its tender, or undertake itself the part of the Contract Scope which it had stated in its tender that would be implemented by a subcontractor, after obtaining the prior written authorisation of the Contracting Authority.

In connection with the requirement for authorisation by the Contracting Authority under paragraph 2, the Contractor must notify the Contracting Authority of the parts of the Contract Scope which it intends to assign to the subcontractor.

The Contracting Authority shall, within a reasonable time of receipt of the relevant application, notify the Contractor of its decision, giving full justification in case such authorisation is denied.

It is understood that approval of such application by the Contracting Authority shall not relieve the Contractor of any of its obligations under the Contract.

The Contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of its own, its agents or employees.

If a subcontractor is found by the Contracting Authority to be incompetent in discharging its duties, the Contracting Authority may request the Contractor forthwith, either to provide a new subcontractor as a replacement, or to undertake itself the performance of the services.

#### **Article 7 – Compliance Obligations and Legal Liability**

The Contractor shall respect and abide by all laws and regulations in force in the Republic of Cyprus and shall ensure that its personnel, its dependants, and any of its subcontractors or associates also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and dependants, of such laws and regulations.

In the case of Contracts relating to matters relevant to the processing of personal data, the Contractor warrants that it will respect and comply with all applicable laws and regulations on the protection of individuals with regard to the processing of personal data and that it will assume responsibility and will be able to prove compliance to such laws and regulations. In addition, it will ensure that its personnel and any subcontractors or affiliates and persons under its control will also respect and comply with these laws and regulations. (Relevant is EU Regulation 2016/679 of 27 April 2016 of the European Parliament and of the Council).

The Contractor warrants to the Contracting Authority that the Contract Scope shall be performed in accordance with the terms and conditions of the Contract, the technical rules and the internationally recognised standards applicable to the modern methods for the provision of the specific services, shall have all the properties and features provided for in the present Contract and shall meet the specifications, results and properties as specified in the Tender Documents or as allowed to be defined by the Contracting Authority during the execution of the Contract.

The Contractor is obliged to provide the Contracting Authority or any person authorized by the Contracting Authority with evidence regarding the execution of the Contract as well as with any information concerning the Contract Scope.

In cases of contracts the control of which, in accordance with the European Law, falls within the jurisdiction of the European Commission or the European Court of Auditors or the European Anti-Fraud Office or any other European body, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, both during the execution of the

Contract and for a period of five (5) years after the payment of the final balance as defined in the Grant Agreement

In cases of contracts the control of which, in accordance with the National Law, falls within the jurisdiction of the Superintendent of Internal Audit or the Auditor General or any other authorised body of the Republic of Cyprus, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, for such a period time as provided for by the provisions of the legislation in force.

If the Contractor is a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the Contract. The person designated by such consortium to act on its behalf for the purposes of this Contract shall have the authority to bind the consortium.

Any change in the composition of the consortium without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.

#### **Article 8 – Confidentiality - Secrecy**

All documents, data and information which the Contractor receives from the Contracting Authority as part of its contractual obligations or of which it becomes aware on account of its contractual relation with the Contracting Authority or which are the result of studies, tests or research conducted during the Contract or for the purposes of the execution thereof, are confidential.

The Contractor is not entitled to publish or disclose such information and data to any third party, save only to the persons employed by it or associated with it who are directly involved with the contents of the Contract and with the performance of its Scope, and shall ensure that such employees are informed of and agree with the confidentiality obligation, the Contractor being further obliged to impose such obligation to its subcontractors, if any.

Should the Contractor be in breach of its obligation as above, the Contracting Authority reserves the right to terminate the Contract as per the provisions of Article 23 and seek payment for all losses which it estimates it may have suffered on account of the leak.

The Contractor shall not make any public statements regarding the Contract Scope or the Services that it provides without the prior authorisation of the Contracting Authority, and shall not engage in any activity which is in conflict with its obligations towards the Contracting Authority under the Contract. The Contractor shall not bind the Contracting Authority in any way without its prior written consent and shall clarify, where required, this obligation to third parties.

The Contractor shall not be subject to the obligations of the present Article as regards the know-how which it may acquire on account of the execution of the Contract Scope.

#### **Article 9 – Code of Ethics**

The Contractor and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Republic of Cyprus.

If the Contractor or any of its subcontractors, personnel, agents or employees offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority, then the Contracting Authority may terminate the Contract, without prejudice to any accrued rights of the Contractor under the Contract.

The payments to the Contractor under the Contract shall constitute the only income or benefit it may derive in connection with the Contract, and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the Contract.

The Contractor shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used for the purposes of the Contract, without the prior written approval of the Contracting Authority.



### **Article 10 – Conflict of interests**

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective execution of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the execution of the Contract must be notified in writing to the Contracting Authority without delay.

The Contracting Authority reserves the right to verify that such measures are adequate and may request that additional measures be taken, if this is considered necessary. The Contractor shall ensure that its personnel, including its Management, are not involved in a situation which could give rise to conflict of interests. The Contractor shall replace immediately and without compensation from the Contracting Authority any member of its personnel exposed to such a situation.

The Contractor shall refrain from any contact which would compromise its independence or that of its personnel. If the Contractor fails to maintain such independence, the Contracting Authority may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the Contract immediately.

Contractor shall be excluded from participation in future tender procedures in case those procedures are connected /related with the present contract and conflict of interest is present which endangers the compliance to principle of equal treatment.

### **Article 11 – Protection of employees**

The Contractor must fulfil its obligations deriving from the provisions of the legislation in force, in relation to the protection of its employees and to working conditions.

The Contractor is obliged to insure its personnel with the competent insurance organisations and maintain such insurance in effect throughout the execution of the Contract Scope, and shall ensure that its subcontractors shall do the same.

The Contracting Authority undertakes that it shall take all appropriate measures for the protection and safety of the personnel of the Contractor and of its subcontractors in the event that implementation of the Contract Scope shall take place at its own premises, and especially that it shall advise the Contractor in writing of the peculiarities, if any, of its premises.

implementation of contract SCOPE

### **Article 12 – Approval of Reports - Acceptance of Deliverables**

The approval by the Contracting Authority of the reports and deliverables prepared and submitted by the Contractor shall certify that they comply with the terms of the Contract.

The Contracting Authority shall inform the Contractor of its decision regarding the reports and/or deliverables it has received within fifteen (15) days of receiving them, giving reasons should it reject the reports and/or deliverables or request amendments. For the final report, the time limit is extended to twenty (20) days.

The reports and/or deliverables shall be deemed to have been approved by the Contracting Authority if it does not expressly inform Contractor of any comments within the specified time constraints.

Where a report and/or deliverable is approved by the Contracting Authority subject to amendments to be made by the Contractor, the Contracting Authority shall prescribe a reasonable period of time for making the amendments requested.

Where the Contract is executed in stages-activities, the execution of each stage-activity shall be subject to the approval by the Contracting Authority of the preceding stage-activity, except in cases where the phases-stages-activities are carried out concurrently.

### **Article 13 – Amendment to the Contract**

Any amendment to the Contract must be of a form that shall not substantially impair competition, and should be specified in writing by way of an Amendment to the Contract, to be concluded under the same terms as the original Contract.

If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least thirty (30) days before the amendment is

intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.

No amendment shall be made retroactively.

#### **Article 14 – Suspension of Execution**

The Contracting Authority shall be entitled to suspend performance of the Services or of any part thereof for such time and in such a manner as it may deem necessary.

If the period of suspension exceeds one hundred and twenty (120) days and the suspension is not due to the Contractor's default, the Contractor may, request permission to resume the relevant activities within thirty (30) days or terminate the Contract.

Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution of the Contract to verify whether or not any alleged substantial errors and irregularities or fraud have indeed occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible.

Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may in addition refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.

#### **Payments AND DEBT RECOVERY**

##### **Article 15 – Payments**

Upon commencement of the Contract, the Contractor shall notify in writing to the Contracting Authority the bank account to which it wishes the payments of the Contract Value to be made. The Contracting Authority reserves the right to oppose the Contractor's choice of bank account.

All payments made by the Contracting Authority into the above bank account shall have releasing effect.

The Contract Value shall be paid to the Contractor in the manner described in the Special Conditions. The period of time between the time of commencement of the Contractor's right to remuneration and the date on which the account of the Contracting Authority is debited, shall not exceed thirty (30) calendar days.

The Contracting Authority may halt the countdown to the expiry of this deadline for any part of the invoiced amount disputed, notifying the Contractor that that part of the invoice is not admissible, either because the amount in question is not due for payment or because the relevant report can not be approved and the Contracting Authority considers the conduct of further checks to be necessary. In such cases, the Contracting Authority must not unreasonably withhold any non-disputed part of the invoiced amount, but may request clarifications, modifications or additional information, which must be supplied within thirty (30) days of the relevant request being made. The countdown to the expiry of the deadline of the above paragraph (3) shall resume on the date on which the Contracting Authority shall receive a correctly formulated invoice.

When the above-mentioned deadline shall expire, the Contractor may, within two weeks of expiry of the deadline set for the overdue payment to be made, claim interest on the payment so overdue at the default rate specified by a decree of the Minister of Finance based on the "Uniform Public Default Rate Law of 2006".

If any of the following events occurs and persists, the Contracting Authority may, by written notice to the Contractor, suspend, in whole or in part, the payments due to the Contractor under the Contract:

The Contractor defaults in the execution of the contract.

Any other condition for which the Contractor is responsible and which, in the opinion of the Contracting Authority, interferes, or threatens to interfere, with the successful completion of the Contract.

##### **Article 16 – Recovery of debts from the Contractor**

Any amount which the Contracting Authority has paid in excess of the Contractor's rights under the Contract, shall be repaid by the Contractor to the Contracting Authority within thirty (30) days of receipt by the Contractor of the request for repayment.

Should the Contractor fail to make repayment within the above deadline, the Contracting Authority may increase the amounts due by adding interest at the default rate applied according to the national (Romania / Cyprus) applicable legislation.

Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the right of the Contractor and the Contracting Authority to agree on repayment by instalments.

Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

#### **BREACH OF CONTRACT – CONTRACT TERMINATION**

##### **Article 17 – Breach of contract**

The parties shall be in breach of contract when either one of them fails to discharge any of its contractual obligations.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

Damages, and/or

Termination of the Contract for the reasons specified in Articles 21 and 22 of the present.

##### **Article 18 – Insurance – Indemnification**

At its own expense, the Contractor shall indemnify, protect and defend the Contracting Authority and its employees from and against all actions, claims, losses or damage arising from the execution of the Contract by the Contractor.

At its own expense, the Contractor shall, upon request of the Contracting Authority, remedy any defect in the performance of the services in the event of the Contractor's failure to perform its obligations under the contract.

The Contractor shall have no liability for actions, claims, losses or damage which the Contractor may prove, by presenting the true facts to the Contracting Authority, that they are caused by:

The Contracting Authority omitting to act on any justified recommendation of the Contractor, or requiring the Contractor to apply a decision or recommendation with which the Contractor justifiably disagrees or about which it is expressing serious and justified reservations, Improper execution, by the employees or independent contractors of the Contracting Authority, of the Contractor's instructions which have been adopted by the Contracting Authority.

The Contractor shall remain responsible for any breach of its obligations under the Contract for such period after the Services have been performed as may be provided for by the legislation governing the Contract or specified in the Tender Documents.

##### **Article 19 – Administrative and financial penalties to the Contractor**

In the event that Article 21 on termination of the Contract is applied, then, in addition to the provisions of the said Article, the Contractor may be deprived of the right to participate in future tender procedures, either permanently or for a specific period of time, in accordance with the provisions of the Regulation.

In the event that Contracting Authority suffers an economic damage due to Contractor's performance then the Contracting Authority shall reserve the right to take against the Contractor the legal or other measures which it considers necessary in order to redress the situation.

As regards penalties for delay, the specific provisions of the article 8 of the Special Conditions of Contract shall apply.

##### **Article 20 – Termination by the Contracting Authority**

This Contract shall terminate automatically if it has not given rise to any payment within a period of one year after its signature by both parties.

Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the Contract.

In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving seven (7) days' notice to the Contractor, terminate the Contract in any of the following cases:

the contract has been subject to a substantial modification, which would have required a new procurement procedure.

the contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the Treaties and this Directive that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.

The Contractor fails substantially to fulfil its contractual obligations.

The Contractor does not comply within a reasonable time whereby the Contractor is requested to repair every negligence or failure to perform its contractual obligations which seriously affects the proper execution of the Contract within the deadlines prescribed.

The Contractor assigns the Contract or subcontracts a part thereof or replaces subcontractors without the authorisation of the Contracting Authority.

Any other legal disability hindering execution of the Contract occurs.

In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving thirty (30) days' notice to the Contractor, terminate the Contract when the circumstances under which the tender procedure was announced was published have changed to such an extent that the scope of the contract is no longer necessary or when any other serious grounds apply.

Except in the case of termination of Contract mentioned in the above paragraph 3, the Contracting Authority may thereafter complete the Services itself or conclude any other contract with a third party for implementation of the specific scope of the present Contract, the Contractor covering the difference, if any, in price. The Contractor's liability for delay in completion shall cease immediately upon termination of the contracts by the Contracting Authority, without prejudice to any liability which may have already been incurred.

Upon receiving notice of termination of the Contract, the Contractor shall take immediate measures to bring the Services to a prompt and orderly close and in such a way as to keep costs to a minimum.

The Contracting Authority shall, as soon as possible after termination, certify the value of the Services and all amounts due to the Contractor as at the date of termination.

The Contracting Authority shall not be obliged to make any further payments to the Contractor until the Services are completed. Following the completion of the Services, the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, to be incurred for the completion of the Services, or shall pay the balance due to the Contractor.

If the Contracting Authority terminates the Contract, it shall be entitled to recover from the Contractor any loss it has suffered up to the maximum amount determined in the Contract. If no maximum amount is determined, the Contracting Authority shall be entitled, without prejudice to its other remedies provided for by the Contract, to recover such part of the Contract value as is attributable to the part of the Contract Scope which has not, by reason of the Contractor's failure, been satisfactorily completed.

Additionally, the Contractor may be subject to administrative and financial penalties as described in Article 20.

The Contractor shall not be entitled to claim, over and above the amounts due to it for work already performed, compensation for any damage or loss it has suffered.

If the Contractor is a consortium of legal and/or natural persons and one or more of the grounds for termination of the Contract listed in paragraph 3 refers to one of the consortium members, the other consortium members, being jointly responsible, shall be obliged to complete the implementation of the Contract Scope without differentiation regarding the contractual obligations of the Contractor. In any case, the Contracting Authority shall reserve the right to terminate the Contract if the consortium member for which the grounds for disqualification apply is the coordinator of the consortium, or if the participation percentage of this member gives rise to reasonable suspicions of inability of the other members to fulfil the contractual obligations.

#### **Article 21 – Termination by the Contractor**

The Contractor may, after giving thirty (30) days' notice to the Contracting Authority, terminate the Contract if the Contracting Authority:

Does not pay to the Contractor the amounts after the expiry of the deadline of two months, or

Consistently fails to fulfil its contractual obligations after repeated reminders, or

Suspends the progress of the Services or of any part thereof for more than one hundred and twenty (120) days for reasons not stated in the Contract or for which the Contractor is not responsible.

Such termination shall not affect any other rights of the Contracting Authority or the Contractor which derive from the Contract.

In the event of such termination, the Contracting Authority shall pay the Contractor compensation for any loss or injury the Contractor may have suffered. Such additional payment may not be such that the total payments exceed the Contract Value.

#### **Article 22 – Force Majeure**

Neither party shall be considered to be in default of its contractual obligations if the fulfilment of such obligations is prevented by any force majeure event which arises after the date of signature of the Contract by both parties.

For the purposes of this Article, the term “Force Majeure” shall mean acts of God, strikes (except if these are limited to the persons in the Contractor’s employment), lock-outs or other industrial disturbances, hostilities, wars (whether declared or not), blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the control of the parties, are occurring in the territory of [Romania / Cypru] over which Government exercises effective control or in the place where the Contractor is established, and cannot be overcome by due diligence by either party.

If the Contractor invokes the occurrence of force majeure, it shall be obliged, within twenty (20) days of the occurrence of the events constituting the force majeure, to report these in writing and to present, if required, the necessary evidence to the Contracting Authority.

If, within the above deadline, the Contractor does not report the events and does not present the necessary evidence, then it shall be deprived of the right to invoke the existence of force majeure.

The Contracting Authority shall be obliged to reply, within twenty-five (25) days of receiving the aforementioned report of the Contractor. If the Contracting Authority does not reply within the above period of time, it shall be deemed to have accepted such force majeure event.

If the Contracting Authority invokes the occurrence of force majeure, it shall be obliged to inform the Contractor within twenty (20) days of the occurrence of the events constituting the force majeure. If the force majeure affects the Contractor’s activities, the Contracting Authority shall suspend performance of the Services.

#### **Article 23 – Settlement of disputes**

If a dispute arises between the Contracting Authority and the Contractor in connection with, or as a result of, the Contract or its execution, either during or after such execution, including any dispute arising from any decision, opinion or Administrative Order of the Project Manager, then either the Contracting Authority or the Contractor shall notify the other party accordingly, with notification to the Project Manager. The notification must state that it is submitted in accordance with the present article.

In such an event, both parties shall make every effort to settle amicably such dispute within the next fifteen (15) days.

Any dispute for which amicable settlement has not been reached within fifty-six (56) days of the date on which the above notification has been served, shall be settled finally in the Courts of the [Romania / Cyprus].