

**AGROTIKOS SYNETAIRISMOS KOINIS GEORGIKIS EKMETALLEUSIS O
AGIOS LOUKAS RACHIS PIERIAS**

&

ASOCIATIA PRODUCATORILOR DE FRUCTE DIN SUD FRUCTPROD

OPEN CALL FOR PROPOSALS

02/2023

TENDER SPECIFICATIONS

For the project

EU Fresh Fruit Gift

Acronym: EUFFG_TC (101095344)

Information project for promotion of fresh fruits (cherries and blueberries) in third countries
(UK, India and UAE)

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

AGRIP-MULTI-2022-TC-ALL Support for multi programmes – Information and promotion in
any third country/ies (Topic 5)



Table of Contents

1. Contracting Authorities and scope of service contract	4
1.1 Scope of the tender	4
1.2 Procurement-Financing	4
1.3 Legal Framework	5
1.4 Contracting Authorities	5
1.5 Publicity	6
1.6 Deadline for submission of tenders and opening of tenders	6
1.7 Principles applied at the procedure	6
2. Description of the Project	7
2.1 Objectives	7
2.2 Target groups	7
2.3 Target markets	8
2.4 Scope of the contract	9
3. General and specific participation conditions	10
3.1 General conditions	10
3.1.1 Communication – Access to Tender documents	10
3.1.2 Questions - Clarifications	10
3.1.3 Language.....	10
3.2 Eligibility –Tender Guarantee - Selection criteria	10
3.2.1 Eligibility.....	10
3.2.2 Grounds for exclusion	11
3.2.3 Selection criteria	12
3.2.4 Selection rules	13
3.3 Award criteria	13
3.3.1 Award criteria	13
3.3.2 Rating and ranking of tenders	14
3.4 Content of Tenders	14
3.4.1 General Rules	14
3.4.2 Time and place of submission of tenders	14
3.4.3 Content of folders.....	15
3.4.4 Economic Tender.....	15
3.4.5 Validity of tenders	15
3.4.6 Reasons for rejecting tenders	15
4. Evaluation of Tenders	16
4.1 Opening and evaluation of tenders	16
4.1.1 Opening of tenders.....	16
4.1.2 Evaluation of tenders	16
4.2 Call to temporal contractor – Submission of supporting documents	16
4.3 Contract Award	17

4.4 Appeals - Objections.....	17
4.5 Cancellation of the procedure.....	17
5. Contractual Terms	18
5.1 Performance Guarantee.....	18
5.2 Contractual legislation.....	18
5.3 Subcontracting.....	18
5.4 Amendment of the contract.....	18
5.5 Termination of the contract.....	18
6. Special Terms for the Performance of the Contract.....	18
6.1 Payment of Contractor.....	18
6.2 Deposal of Contractor - Sanctions.....	18
6.3 Appeals in the process of contract performance.....	19
6.4 Judicial settlement of disputes	19
6.5 Monitoring of the contract	19
6.6 Duration of the Contract	19
6.7 Acceptance of contract scope.....	19
6.8 Contract Termination - Subrogation of Contractor.....	20
ANNEXES	21
ANNEX I – Analytic description of Contract Scope.....	21
Part A– Description of the Scope of the Contract	22
Part B - Technical Specifications.....	22
ANNEX II – Technical and Professional Reference.....	31
ANNEX III – Declaration of Honor.....	37
ANNEX IV – Supporting certificates of Contractor.....	40
ANNEX V –Economic Tender.....	41
ANNEX VI – Letters of Guarantee.....	44
VI – Specimen of Performance Guarantee.....	44
ANNEX VII – Specimen of Service Contract	45

1. Contracting Authorities and scope of service contract

1.1 Scope of the tender

The organisations:

- AGROTIKOS SYNETAIRISMOS KOINIS GEORGIKIS EKMETALLEUSIS O AGIOS LOUKAS RACHIS PIERIAS- Coordinator,
- ASOCIATIA PRODUCATORILOR DE FRUCTE DIN SUD FRUCTPROD (Partner)

(hereinafter Contracting Authorities) are conducting an open Call for Tenders regarding the Multinational Program **EU Fresh Fruit Gift**. The award criterion is the most advantageous economically tender in order to select the Agency (-ies) that will implement the “**EU Fresh Fruit Gift**” –**101095344** submitted under **AGRI-MULTI-2022**(Call for proposals for multi programmes 2022 – Promotion of agricultural products) **Topic: AGRIP-MULTI-2022-TC-ALL** in the frame of Regulation (EE) 1144/2014 of the European Parliament and the Council of Reg (EE) 2015/1829 and 2015/1831 of the Commission, which has been approved by the invitation letter Ref. Ares(2022)6460302 - 19/09/2022. The Grant Agreement was signed on 6th December 2022 with starting date January 01, 2023.

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

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

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

The closing date for submitting the tenders is on March 10th 2023, until 14:00 at Greek Contracting Authority's premises – A.C. Rachis, Rachi Pierias 60100 (info MrDimitriosNtouros, tel. +23510 98711, e-mail: dimdouros@gmail.com)

The estimated value of the contract is EUR **3,379,540** (excluding VAT) and relates to direct costs of actions, including other direct costs (travel and subsistence costs of contracting authorities and fees of contractor (s)), in accordance with the Grant Agreement.

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

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

The project will be completed within three years and until the final completion of the project that has starting date on 01/01/2023.

1.2 Procurement-Financing

Type of procedure

Open Procedure

Financing

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

Main CPV codes: 7900000

The contract is divided in two (2) Lots:

- Estimated value of LOT 1 Greece in EURO (excluding VAT): EUR 2,339,807
- Estimated value of LOT 2 Romania in EURO (excluding VAT): EUR 1,039,733

Tenders may be submitted for all lots.

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

Contracting Authorities will award two (2) contracts- one per LOT - according to the most economically advantageous tender based on the best quality – price ratio.

1.3 Legal Framework

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

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

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

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

- **Joint Ministerial Decision 419/18559/16.03.2017 GG 855** – Laying down application rules of Regulation (EU) 1144/2014 of European Parliament and of the Council, Commission delegated Regulation (EU) 2015/1829 and Commission implementing Regulation (EU) 2015/1831 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries.
- **Note “GUIDANCE ON COMPETITIVE PROCEDURE” of the EUROPEAN COMMISSION (DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT | Directorate B. Multilateral relations, quality policy | B.5. Promotion) DDG1.B5/Mj/dbD(2016)3210777.**
- **REGULATION (EU) No 1144/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 22 October 2014** on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008
- **COMMISSION DELEGATED REGULATION (EU) 2015/1829** of 23 April 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries
- **COMMISSION IMPLEMENTING REGULATION (EU) 2015/1831 of 7 October 2015** laying down rules for application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries
- **GRANT AGREEMENT NUMBER — 101095344 EU Fresh Fruit Gift** between the EUROPEAN RESEARCH EXECUTIVE AGENCY (REA) under the powers delegated by the European Commission, and “*Agios Loukas Agricultural Cooperation Rachi Pieria* and “*ASOCIATIA PRODUCATORILOR DE FRUCTE DIN SUD FRUC*” Romania” as Beneficiary.

1.4 Contracting Authorities

COORDINATOR

Legal Name	<i>Agios Loukas Agricultural Cooperation Rachi Pieria & O.P. - Greece</i>
Address	RachiPierias
Town	Rachi
Postal Code	601 00
Country	Greece
Phone	23510 98711
Email	dimdouros@gmail.com

Contact person	Mr. DimitriosNtouros
Web address (URL)	http://www.kerasiarachis.gr/

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

PROJECT PARTNER

Legal Name	ASOCIATIA PRODUCATORILOR DE FRUCTE DIN SUD FRUC
Address	STR STRABUNA 1 SECT 1
Town	Bucuresti
Postal Code	012461
Country	Romania
Phone	n/a
Email	asociatiafructprod@yahoo.com
Contact person	Mr. Andrea Sami
Web address (URL)	www.oipalegumefructe.ro

Type of Contracting Authority: Contracting Authority is Producer organisation or association of producer organisations

Communication:

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

1.5Publicity

A. Publication at European level

A Contract notice has been sent for publication though on the Supplement of the Official Journal of European Union on February 17th, 2023.

B. Publication at national level

- 1) The Contract Notice and the present have been published at the websites of the Contracting Authorities.
- 2) An abstract has been published at the A.C.Rachi's website.
- 3) An abstract of the Call for Tenders has been published on the newspapers in Greece

1.6 Deadline for submission of tenders and opening of tenders

Time limit for receipt of tenders: Friday March 10th, 2023 14:00 local time Greece.

Conditions for opening of tenders: Wednesday Friday March 10th, 2023 15:00 local time Greece.

1.7Principles applied at the procedure

Economic operators undertake to:

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

2. Description of the Project

2.1 Objectives

The programme's overall and specific objectives, its strategy, the themes and messages to be communicated, the selected target countries and target groups and also its actions are all in full accordance and comply with the general and specific objectives set out in Article 2, of Regulation (EU) No 1144/2014, the aim listed in Article 3, aiming highlighting in particular the specific features of agricultural production methods in the Union, particularly in terms of food safety, traceability, authenticity, labelling, nutritional and health aspects, animal welfare, respect for the environment and sustainability (including climate benefits such as the greenhouse gas emissions reduction and/or increase in carbon removals), and the characteristics of agricultural and food products, particularly in terms of their quality, taste, diversity or traditions.

The promoted fresh fruits are cherries from Greece and blueberries and cherries from and Romania in three Extra-EU markets - UK, UAE and India, and belong to Topic AGRIP-MULTI-2022-TC-ALL - Information provision and promotion programmes targeting any third country(ies).

Based on the analysis of the markets they are categorized according to the following set of criteria:

- Which is the position of the specific Union agricultural products in the markets
- Which is the position of Greece and Romania of the product in the markets
- Which are the trends in the demand for each product in the markets

Information and Promotion program for fresh fruits are indented to improve the image of the products as being 'fresh' and 'natural', encourage their regular consumption, to maintain consumption levels in saturated markets and bring down the age of the average consumers. The latter may be attained by encouraging young people, and particular in children and adolescents in educational establishments, to consume the products concerned.

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

- **1st Level: Enhancing the image of European Fresh fruits**– The image of European Fresh fruits should be strengthened in the selected market, since a significant part of the consumption is covered by imports from third countries. Consumers in the markets have incomplete or no picture at all for the European Fresh fruits and their specific qualities which distinguish them from the same products imported from third countries
- **2-nd Level: Increase the market share of European Fresh fruits in the target markets UK, UAE and India** - Improving exports to the selected country (Romanian blueberries to UK) and opening a new market for fresh fruits (cherry and blueberries to UK, UAE and India). The role of specific influence centres/ channels / multipliers is very important variable in the equation / program cycle during pandemic conditions: through them direct effect can be brought and direct market effects can contribute to goal achievement. The identified prospects for the markets as indicated by the market analysis will benefit the overall image of European Fresh fruits and will stimulate demand.

All objectives are **SMART**:

The objectives are according to the rule S.M.A.R.T. as the activities are Specific, Measurable, Achievable, Relevant and Time bounded in order to be achieved.

They are Specific: Increasing the exports of the products under promotion towards in the three target countries (Fresh fruits). Specific results will be produced after the implementation of specific milestones.

They are Measurable: The increase of the exports/sales will be measured as %age in time baseline 2021 and will be presented at the end of the program. The output indicators are set specifically and analytically presented per activity. The result indicators per activity are set and presented as well. The assessment of the results of the activities will be based on measurable parameters (qualitative and quantitative) in order to yield anticipated impact always with reference to the general objectives. The impact of the programme will be measured by means of market research, reports in the media / articles, annual reports by country/activity, and:

- Questionnaires, exit polls
- Official statistical data, secondary sources, the sales of fresh fruits, official statistical data provided by the national bodies/EU, secondary sources
- Qualitative assessment of impact indicators

They are Achievable: The proposing organization have the operational and financial capacity as well as the human capital and personnel to engage with the implementation of the actions. The objectives are realistic and feasible, because the action will be implemented over a period of three years, this providing the time necessary for the development and implementation of the projected activities. There is a concrete schedule

for the performance of the activities, which guarantees the cohesion and mutual complementarities between the activities. It has a deep knowledge and experience of the international market and the selection of the specific markets was based on a thorough analysis and assessment of their past, present and future evolution; the objectives are realistic as well as the goals and their expected results.

They are Result focused: The objectives address issues raised by the aims of the regulations and the particular topic regarding enhancing competitiveness and increase the market share in the selected countries and are in full compliance with the general and specific objectives of the EU Regulation.

They are Time – Bounded: All the activities will be implemented in a time frame of 3 years. Specific results will be produced after the implementation of specific milestones (such as fairs, seminars/events). This timeline of results and their evolution is projected for the three years period and all of them will conclude to the successful achievement of both objectives and its impact.

The objectives of the action are precise and comprehensible, and provide answers to the following questions:

Who? The action is focused on: (a) distributors, (b) public opinion formers (Distributors, Multipliers, journalists) and (c) Households/consumers 20-44 age group old population with dependents and specifically women). The target groups are identified and divided into sub-groups to facilitate the planning of the performance of the activities, while the objectives are correlated with the target groups and activities. The messages to be transmitted to the target groups are consistent with the objectives, as well as tailored to the specific characteristics of the target groups, the needs of the market and the provision of the Topic.

What? The objectives govern all activities during the implementation period, and are connected achieving the anticipated results and impact.

Where? The implementation is strategically chosen so as to focus on the major financial and commercial centers. The limitations of the product (position in the market, limitation in production, consumer's awareness) are taken into account in developing the strategy.

When? The time frame is determined and final. The implementation of the program is estimated to begin on first half of 2023. Time period for the implementation of each activity is scheduled and specified.

2.2 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.

The following groups have been identified through Markets Analysis and proposing activities will focus on them:

Distributors (importers, wholesalers, distributors, retailers, food service sector, HRI 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.

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.

Multipliers/Opinion leaders

A key target group consisted by 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:

- Chef/ chef future
- Nutritionists, experts in nutrition
- Specialized journalists (specialized, women's and youth magazines)
- Doctors
- 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).

Households/Consumers

The more important target group to be approached. 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. As within each market the medium age population (20-44 years old) households with dependents are the primary target. On the one hand they are concern about their health and the diets of their relatives and they are open to food choices that can add value to their wellbeing. They don't fear to experiment and they seek out for information. They are interested in what they eat, where that food comes from and what it brings along" and when a product is providing this information is appreciated and well accepted. Households and persons responsible for household purchases, will be on the spot of the below the line activities (promotion at points of sales). They will be approached during their daily visits to retailers and will be invited to form a personal opinion about the product through tasting. This is the best way to understand the characteristics and the qualities of the products.

- *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 program'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.

2.3 Target markets

United Kingdom (UK), India, United Arab Emirates (UAE)

2.4 Scope of the contract

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

- *Work Package 1* Public relations
 - 1.1 Continuous PR office activities
- *Work Package 2* Website, social media
 - 2.1 Website, set up, updating, maintenance
 - 2.2 Social media (account set up, regular posting)
 - 2.3 Mobile apps, e-learning platforms
- *Work Package 3* Advertising
 - 3.1 Print
 - 3.2 Online
- *Work Package 4* Communication tools
 - 4.1 Communication concept / Graphic Charter
 - 4.2 Publications

Work Package 5 Events

- 5.1 Stands at trade fairs
- 5.2 Seminars, workshops, B2B meetings, trainings for trade/cooks (B2B meetings)
- 5.2.1 Seminars, workshops, B2B meetings, trainings for trade/cooks (cooking shows provided by social media)
- 5.3 Study Trips

Work Package 6 Other Events

- 6.1 Competition

3. General and specific participation conditions

3.1 General conditions

3.1.1 Communication – Access to Tender documents

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

3.1.2 Questions - Clarifications

Request for clarifications or questions related to the present Tender and other related documents are submitted by email until February 28th 2023 and they will be communicated to all involved economic operators.

Answers to the submitted clarifications or questions will be provided to all involved economic operators until March, 03rd, 2023 14:00.

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

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

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

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

3.1.3 Language

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

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

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

3.2 Eligibility – Tender Guarantee - Selection criteria

3.2.1 Eligibility

1. Within the present procedure natural or legal entities have the right to participate and in case of groups or consortium of economic operators, their members which are established in:
 - a) Member state of the Union,
 - b) Member state of the European Economic Area
 - c) Third countries that have signed and ratify the International Public Procurement Agreement and

- d) Third countries that are not under point (c) of the present article but have signed bilateral or multilateral agreements with the Union regarding public procurement contract award procedures.
- 2. Groups or consortiums of economic operators are not obliged to form a specific legal entity for the submission of their tenders nevertheless Contracting Authorities reserve the right to request from them to form such an entity in case that the contract is assigned to them.
- 3. In cases of tender by group or consortiums of economic operators, all its members shall be liable to the Contracting authorities jointly and in full.

3.2.2 Grounds for exclusion

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

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

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

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

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

3.2.2.2. In the following cases:

- a) When the economic operator has failed to pay his taxes or social security contributions and this has been established by a judicial or administrative decision with final and binding effect, in accordance with the provisions of the country of establishment or national law and / or;
- b) It is bankrupt or has been subject to a resolution or special clearance procedure or is forced into liquidation or by a court or has been subject to bankruptcy or has suspended its business or is in any similar situation resulting from a similar process provided for by national law. The contracting authority may not exclude an economic operator who is in one of the situations referred to in this case, provided that it proves that that entity is able to execute the contract, taking into account the applicable provisions and measures to continue its business;
- c) There are sufficiently reasonable indications that the economic operator has concluded agreements with other economic operators with a view to distorting competition;
- d) If a conflict of interest cannot be effectively treated by other, less intrusive means;
- e) If a situation of distortion of competition from the economic operator's prior involvement in the preparation of the procurement procedure, cannot be remedied by other, less intrusive means;
- f) If has not demonstrated a serious or recurrent defect in the execution of an essential claim under a prior agreement resulting in its early termination, indemnities or other similar sanctions;
- g) If has been fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfillment of selection criteria or in the performance of a contract;
- h) If has been found guilty of serious misrepresentation in providing the information needed to ascertain the absence of exclusion grounds or to fulfill the selection criteria, he has concealed this information or is unable to provide the necessary supporting documents;
- i) Has attempted to unduly influence the decision-making process of the contracting authority, to obtain confidential information which may give it an unfair advantage in the award procedure or to negligently provide misleading information which may substantially affect the contracting authority for its exclusion, selection or assignment;
- j) Whether the contracting authority can demonstrate, by appropriate means, that it has committed a serious professional misconduct, which calls into question its integrity.

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

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

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

3.2.3. Selection criteria

3.2.3.1 Suitability of professional activity

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

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

3.2.3.2 Economic and financial standing

With regard to the economic and financial standing, the work cycle of the 2019, 2020 and 2021 period must in aggregate equal or exceed the estimated value of the contract. Economic operators should provide this data regarding their turnover that is related to the scope of the contract according to specimen of ANNEX II.

3.2.3.3 Technical and professional capacity

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

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

3.2.3.4 Rely in third parties

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

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

conditions, economic operators' associations may rely on the competences of the participants in the group or consortium or other entities.

3.2.4 Selection rules

3.2.5.1 Supporting documents

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

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

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

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

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

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

3.3 Award criteria

3.3.1 Award criteria

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

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

K5	Detailed presentation of actions and time plan	40
Sum of Weighting of Group B		
Sum of Total Weighting		100%

3.3.2 Rating and ranking of tenders

$$\{\text{Quality of project } \Lambda_i = 100 * [70\% (A_i/A_{max}) + 30\% (P_{min}/P_i)]\}$$

Where:

A_i: the overall ranking of the economic tender i

A_{max}: the overall ranking of the best technical tender

P_{min}: the overall comparative cost of the tender with the lowest price

P_i: the overall comparative cost of the tender i

Λ_i which is rounded to two (2) decimal units.

The most economically advantageous tender is the one that will achieve the highest Λ. Bids with the same overall final score between two or more bidders are considered equivalent. In this case, the award is made to the tender with the highest technical tender score. If the equivalent bids have the same technical bid score, the contractor is selected by lottery among the financial entities that submitted the equivalent bids. The draw takes place in front of the competent advisory body and in the presence of these economic bodies.

Upon completion of the evaluation stages, the Commission will prepare a tender results report which will be forwarded to the Contracting Authorities and notified to the participants.

3.4 Content of Tenders

3.4.1 General Rules

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

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

3.4.2 Time and place of submission of tenders

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

3.4.2.2. Tenders will include the following:

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

Economic operators shall indicate those elements of the tender, which are confidential. Where an economic operator classifies information as confidential because of the existence of technical or commercial

confidentiality, in its declaration, it shall state explicitly all relevant law provisions or administrative acts that impose the confidentiality of that information.

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

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

3.4.3 Content of folders

3.4.3.1 Supporting documents

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

3.4.3.2 Technical Tender

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

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

3.4.4 Economic Tender

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

3.4.5 Validity of tenders

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

3.4.6 Reasons for rejecting tenders

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

1. Is not submitted within the time limit, in the manner and with the content specified above;
2. Contains defects, deficiencies, ambiguities or errors, where these cannot be supplemented or corrected, or if they can be supplemented or corrected, have not been remedied at their clarification and completion;
3. For which the tenderer has not provided the required explanations within the prescribed time limit or the explanation is not acceptable to the contracting authority;
4. It is considered as alternative or which does not meet the minimum requirements set out in ANNEX I "Technical Specifications";
5. A tenderer submits two or more tenders. This restriction applies, and in the case of groups or consortium of economic operators with joint members, as well as in the case of economic operators involved either individually or as members of a group or consortium;
6. Which is conditional;
7. Which sets a readjustment condition;
8. Which has deficiencies related to the supporting documents required and in the divergences with the terms and conditions of the contract.

4. Evaluation of Tenders

4.1 Opening and evaluation of tenders

4.1.1 Opening of tenders

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

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

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

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

4.1.2 Evaluation of tenders

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

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

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

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

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

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

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

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

4.2 Call to temporal contractor – Submission of supporting documents.

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

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

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

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

1. upon checking the above supporting documents, it is found that the information provided is false or inaccurate; or
2. the required supporting documents are not submitted within the prescribed period; or

3. the supporting documents provided in a lawful and timely manner do not establish the terms and conditions for participation in accordance with the terms for exclusion grounds and selection criteria hereof;

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

4.3 Contract Award

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

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

4.4 Appeals - Objections

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

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

(a) Against tender notice and the Tender Specifications:

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

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

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

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

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

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

Objections filed for any other reasons other than the above are not accepted and rejected. The relevant decision of the Contracting Authority on the objection will be notified electronically to the complainant in order to become aware of its content. If any objection is rejected, interested parties may appeal before the civil courts of the Contracting Authority.

4.5 Cancelation of the procedure

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

5. Contractual Terms

5.1 Performance Guarantee

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

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

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

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

5.2 Contractual legislation

For the performance of contracts, the legislation foreseen at Article 1.4 and specifically the provisions of the Grant Agreement (101095344) – **EU Fresh Fruit Gift** will be applied.

5.3 Subcontracting

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

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

5.4 Amendment of the contract

The contract may be amended according to the provisions of the Grant Agreement (101095344) – EU Fresh Fruit Gift.

5.5 Termination of the contract

5.6.1. The contract may be terminated according to the provisions of the Grant Agreement (101095344) – EU Fresh Fruit Gift.

6. Special Terms for the Performance of the Contract

6.1 Payment of Contractor

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

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

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

6.2 Deposal of Contractor - Sanctions

6.2.1. The Contractor with the prejudice of grounds of force major can be deposed from the contracts and any contractual rights in case that fails to fulfill the contractual obligations or fails to comply with the

contracting authority's written instructions, which are in accordance with the contract or the relevant provisions and especially the ones of the Grant Agreement (**101095344**) – **EU Fresh Fruit Gift**.

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

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

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

The penalties are calculated as follows:

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

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

6.3 Appeals in the process of contract performance

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

6.4 Judicial settlement of disputes

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

6.5 Monitoring of the contract

6.1.1. The monitoring of the contract is obligation of the Contracting Authorities and the competent assigned personnel that form the Project Team. Project Team will consult Contracting Authorities for all subjects related to the proper performance of the contract and the fulfillment of the contractual obligations of the Contractors, for the taking of imposed measures for non-compliance with the above conditions, and in particular for matters relating to the modification of contract scope, according to the provisions of the Grant Agreement (101095344) – **EU Fresh Fruit Gift**.

6.6 Duration of the Contract

6.6.1. The duration of the Contracts is set to 36 months and will be valid until the final closure of the Grant Agreement (101095344) – **EU Fresh Fruit Gift**.

6.7 Acceptance of contract scope

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

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

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

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

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

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

(b) If appropriateness is found to be affected, a reasoned decision of the Contracting Authorities shall reject the services or deliverables provided.

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

6.8 Contract Termination - Subrogation of Contractor

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

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

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

ANNEXES

ANNEX I – Analytic description of Contract Scope

The strategy of the program has been designed and developed having as main axis the European Union measures for the promotion of agricultural products thus increasing awareness of the promoted products.

The action plan guarantee that consumers receive all the necessary information through all available channels, while the key messages to be transmitted highlight particular features, the method of production, its safety and the high quality and nutritional value. Target Groups and especially consumers in the markets of interest are not informed well of European Union's Products scheme and they are not totally familiarized. Target groups have been selected in accordance with the objectives as actions aim specifically and generally to them. The general public is a key target group, with particular emphasis on persons responsible for household purchases. Actions aimed at professionals in the products industry and opinion leaders are important as they will promote the superiority of European Fresh fruits and will transmit the knowledge to the wider public. The action intends to familiarize general public and trade circles in the three target countries in order to become a leader importer of the promoted product. Familiarizing markets with the product will enhance the profile of the product as European, will increase the awareness of the specific European product and will contribute positively in the good fame, image and perception of Europe as the top global Fresh fruit's producer.

The overall objective is to help increase the demand and consumption of the products and create conscious consumers. The aim is also to expand the number of certified European fresh fruits producers, supplying the market with greater quantities of quality products in the three target countries UK, UAE and India. The campaign has two objectives which are related to important socio-economic challenges. Both objectives are related to the challenge to support the sustainable growth and development of the sector in regional level. The pinpointed thematic areas are associated with the standards applied in the EU, which vouch for the high quality and safety for consumers; whereas the primary disseminated messages point out the quality guaranteed by the European regime applied in the products produce-jar-distribute methods.

The proposing organizations have mutually agreed and defined the action plan according to their common interests, taking in consideration the situation in each market in the long-term prospect; they have agreed to work together and are devoted to its successful implementation.

In conclusion, the proposing action has a European dimension at all levels:

- It will produce numerous synergies between stakeholders, proposing organization and target groups even among products themselves
- It will work as an instrument for reinforcing extra - EU trade which will be resulted from the improvement of general public awareness
- Focuses on the recognition of the European products by consumers and experts
- Promotes the European culture and tradition

Main EU messages

Enjoy it's from Europe



The signature "Enjoy it's from Europe" will be visible on all communication material produced as part of the communication basis of the action. The key messages will be further elaborated in short, strong and easy to understand units that will form the communication base of the program. Any reference to the nutrition value of the consumption of products that will be mentioned will be based in existing specific scientific references that are complying with both national and E.U.

Key message

Specific references to the European denomination and indication will also supplement the secondary Key messages. The action in its communication approach will invest heavily in the key message: Switch smart, switch to EU fresh fruits! The key message will be accompanied with the Enjoy it's from Europe signature. Main message is in accordance with the guidelines of the Commission Regulation (EC) № 1144/2014 It is positive and comprehensive and highlights the key thematic. The message will stimulate the consumption in order to serve the objectives of the program and the EU policy on information and promotion of agricultural products. Will convince consumers about the benefits of regular consumption of European fresh fruits in general and advertised product fresh cherry and blueberries in particular. The actions will not promote or mention the origin of the products and will not display any brands in its communication tools (website, social media and publications). In case is needed (e.g. tastings or demonstrations in fairs and POS where products must be licensed, labelled and imported as they are produced) they will be displayed according to the provisions of Regulation 2015/1831 (Art. 6, 7 and 8).

Part A– Description of the Scope of the Contract

Output and results indicators

Output and results indicators		
WP	Output indicators	Result indicators
PR offices	number of published print adds 39 press release	Number of consumers who were reached by a press release ->7.000.000
Web site –social media Mobile apps	Number of websites – 1 website Number of accounts on social media –3 accounts Number of apps 1	Number of visitors on the website > 75000 Number of likes/followers on the social media accounts:> 150.000 Number of consumers who were used by mobile apps – >50.000
Advertising	Number of brochures 150.000 Number of online adds – 36 months 110 posts Number of promotional videos 12	Number of consumers who were reached by print material –>500.000 Number of consumers who were reached by or online add /posts/videos >110.000 Number of consumers who were reached by promotional videos >100.000
Communications tools	Number of published print adds 30	Number of consumers who were reached by published print adds >6.500.000
Events	Number of events organised (trade fairs) 9 Number of events organised –9 Number of events on line cooking shows organized 6 Number of events Road show 2 Number of competition 2	Number of professionals/experts/importers/consumers who participated in events – >350.000 Number of real meetings in Fairs >2.000 Number of B2B meetings in the Fairs >1.500 Number of opinion leaders who participated in presentation event >500 Number of real meetings in events >150 Number of consumers who were reached in on line cooking shows >100.000 Number of consumers who participated in Road show >8.000 Number of consumers who participated in competition >8.000
Tasting	Nr of promotion days 600	Number of super markets 70 Number of household reached >250.000

Part B - Technical Specifications

Work package2	Public Relations		
Activity2.1	<i>Continuous PR office activities</i>		
Description of activity	A press office for the campaign will be operated to involve and inform the media (consumers and trade) and key opinion leaders on the food sector. Press releases on the progress of the Action will be distributed, in order to convey content and to build contacts with intermediaries, journalists, bloggers and opinion leaders in the target countries. The approach will include the creation of a database with offline and online media contacts, the drafting and dispatch of press releases in the language of the target country, the monitoring of contacts with journalists, editorial offices and bloggers and finally the collection of articles in order to draft a press review. Finally, ongoing public relations will be a priority, not only in the relationship with journalists, but also during events, also in collaboration with the brand ambassadors of the project. Participation at events and conferences is only the first step in starting fruitful relationships with opinion leaders and journalists who must be nurtured and consolidated with constant PR activity. TARGET GROUP Customers, distributors, importers, press, professionals, will use web sites with high readability		
Timeline	YEAR 1	YEAR 2	YEAR 3

Deliverables	PR Report (Interim action's press releases, Activities press releases, 1 action testimonials report, 1 interim Post Media clipping report, One media list, 8 publications press releases)	PR Report (Interim action's press releases, Activities press releases, 1 action testimonials report, 1 interim Post Media clipping report, One media list, 8 publications press releases)	PR Report (Interim action's press releases, Activities press releases, 1 action testimonials report, 1 interim Post Media clipping report, One media list, 8 publications press releases)
---------------------	---	---	---

Work package3	Website, Social media		
Activity3.1	<i>Website, set up, updating, maintenance</i>		
Description of activity	Design and development of a dynamic multilingual website (translated in English, Arabian and Hindi with multiple users and administrators. Content updates for articles, photo galleries (program actions and events etc) Special modules, for easy navigation through the sections and cross mediums. (tablets, smartphones etc). Landing page and forms for subscriptions. Links to other pages of European interest. Design. Appealing graphic environment structured in compliance with the Program, its logo and its main messages. Easy to use and understandable by search engines. Registration, development and construction Sitemap that reflects the portal's structure language support Opportunity to provide useful statistics Steady operation Multiple applications (databases, video and sound, etc.) Maximum credibility and performance. The content of the portal will be dynamic and its structure will be in such a way so to provide easy access, prompt use and browsing. The objective of the portal is to provide its visitors from all target groups with as much information as possible. Via the website: The structure of the portal will have specific modules, which will give users the opportunity to browse easily through sections, such as: Module for presentation of the products and region, Module for presentation of the Proposing organizations, Module for products quality along with information and material relating to the European policy and their production in the proposing bodies countries of origin, Module for presentation of the Programme's actions (ongoing renewal of this unit-RSS feed), Language selector module		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Website, social media, other report (Website Design and development, Multilingual Content creation, SEO optimization, Website maintenance, Analytics reports)	Website, social media report (Website development, Multilingual Content creation, SEO optimization, Website maintenance, Analytics reports)	Website, social media report (Website development, Multilingual Content creation, SEO optimization, Website maintenance, Analytics reports)

Work package3	Social Media
Activity3.2	<i>Social media (account set up, regular posting)</i>
Description of activity	Representation on social platforms, Facebook, Instagram, TIK TOK, YouTube. Cross socials daily posts and shares for information, activities, events and calls to action. Using massive social platforms as representation, each one for its unique user experience, by creating several kind of posts (images with text, videos, invitations and events-on line events) and sharing to different types of users to increase the prestige of the fruits, to raise awareness of the food and cultural assets of the EU by promoting food culture and regional gastronomy (geo gastronomy). Image and text posts (110 in total), video (5 per year), online events Creative artwork, images containing dishes prepared with the use of the product, from the regions or harvesting with text descriptions in adopted formats

	meeting the requirements of each medium. Invitations for exhibitions and events		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Website, social media, other report (Social media - Social accounts creation and maintenance, Facebook, Instagram , TIK TOK, YouTube Language adopted posts create and shares 30 post/year, 5 videos per years ,on line event, Insights reports).	Website, social media report (Social media - Language adopted posts create and shares 40 post/year, 5 videos per years ,on line event, Insights reports Constant animation posts create and shares 40 post/year 5videos per years ,on line event)	Website, social media report (Social media - Language adopted posts create and shares 40post/year, 4 videos per year on line event, Insights reports Constant animation posts create and shares 40 post/year 5 videos per years ,on line event)

Work package 3	<i>Other (mobile apps, e-learning platforms, webinars etc.)</i>
Activity 3.3	<i>Other (mobile apps, e-learning platforms, webinars etc.)</i>
Description of activity	<p>An online game with educational content will be developed. The purpose of the game is to achieve specific goals and it will include fun elements to be more approachable to children. While the user will be having fun, the game will be browsing through multiple questions, so that the user will combine the pleasure of playing with the necessary knowledge. Each correct answer will grand the player extra points. The player with the highest score will also be the winner! A website will be developed on an open source platform through which will provide a presentation of the game with descriptions, screenshots and demo videos. Through the website the user will have the ability to start the game. The development of the game will be done using the most popular Game Builder, Unity which has used in some of the most successful titles games in the world. At the start of the game, the user will be asked to choose whether he wants to play alone or with other players. In the multiplayer option the user will be called to either create his own room, so that users can log in to the same room and play or choose one of the active rooms created by others users. The game will have different levels, so that users will have a motive to continue playing and learning. The development will also include graphic and creative with the products of the program, smart layout, motivation and bonus in every "stage" to continue, questions etc. \The game can be played by many individuals users at the same time (in the sense that they play together that is) to provoke still more children's interest. Of course, there will be questions (depending on the level) about the products. In the multi-players mode, each player will see his own screen and compete with the others to successfully reach the end of the track or more away from others. Players will be asked to avoid pitfalls but also to collect health benefits, organic products which will offer them specific features depending on product for some time. For example, if the player collects a product from the basket of organic products will acquire protection shield for some time in the game. The internet game will be divided into levels. Gamers, after completion of each stage will be asked to answer questions concerning organic products and their benefits. Questions will be of similar difficulty to the level of the stage they've just completed. Once the user will answer the question, the correct answer will be displayed on the screen (if won't be selected by the user), in order to educate it. Upon completion of the game, the final ranking of the players and the award to the first of its ranking will be the Gold Medalist. The game will be accessible both from PC using browser as well as from mobile devices. The same game will be developed in mobile app for all</p>

	compatible platforms (ios/android/windows). Creation of a mobile app.		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Website, social media, other report (other - Game in Web site, App, Report of game promo)	Website, social media, other report (other – maintenance update)	Website, social media, other report (other – maintenance update)

Work package 4	Advertising		
Activity 4.1	<i>Print</i>		
Description of activity	Design and production of an illustrated brochure 130 gr providing the core information for the project and its objectives (150.000 pcs in total). It is the main informative tool of the Program in which the promoted products will be presented and the bodies will be provided with information about the European framework for fresh fruits. All Target groups		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Advertising report (Print - Editions 12 pages brochure (digital – print) 110gr page illustration)		

Work package 4	Advertising		
Activity 4.2	<i>Online</i>		
Description of activity	Facebook, Instagram, TIK TOK, YouTube – Social media promotion campaigns. Annual online advertising and promotion campaigns aiming at increasing website traffic and social media followers' base. Google Adwords campaigns as details in Estimated budget Facebook/Instagram page and posts promotion campaigns (as details in Estimated budget /year). Main target group are consumers and families with dependents Youtube campaigns Every year, in the central part of the project, a specific online advertising campaign will be provided in both countries, both on social networks where the campaign is present (Facebook, Instagram, TIK TOK, YouTube), on Google Ads and on website of food. Also, food and life style influencer advertising will be launched in order to arrive to the greatest number of target consumers, the main objectives of the activity will be to: increase the awareness of the campaign, expand the fan base, promote consumer-oriented events such, increase traffic to the project website. Each advertisement within the campaign will be created with these objectives in mind and will be addressed to a target, geographically (even by individual city), demographically and by interests, thanks to the multiple segmentation possibilities of the online ad applications. This will make it possible to spread the different values of the campaign through one or more testimonial products and/or territories, always using the institutional framework of the project-guaranteed by the visual identity illustrated below. All target groups		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Advertising report (Online - Target countries campaigns setup), Ad extensions (contact information, app download etc), FACEBOOK campaign (page likes, posts, videos and Tiktok followers), Google advertising Google Ad	Advertising report (Online - Target countries campaigns setup), Ad extensions (contact information, app download etc), FACEBOOK campaign (page likes, posts, videos and Tiktok followers), Google advertising Google Ad Words, Video of	Advertising report (Online - Target countries campaigns setup), Ad extensions (contact information, app download etc), FACEBOOK campaign (page likes, posts, videos and Tiktok followers), Google advertising Google Ad Words, Video of

	Words, Video of Influencers)	Influencers)	Influencers)
--	------------------------------	--------------	--------------

Work package 5	Communication tools		
Activity 5.1	<i>Communication concept/ Graphic charter</i>		
Description of activity	Messages, visuals and communication plan of the project		
Activity 5.2	Publications		
Description of activity	Design and production of full page 4C artwork, Annual design of ads (A4 illustrated) and publication in food, women and health magazines, newspapers. Target group consumers		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Communication concept / Graphic charter Communication tools report (Publications in magazines (food related women magazines at each country, 5 x magazines Total 5)	Communication tools report (Publications in magazines (food related women magazines at each country, 5 x magazines Total 5)	Communication tools report (Publications in magazines (food related women magazines at each country, 5 x magazines Total 5)

Work package 6	Events		
Activity 6.1	<i>Stand at trade fairs</i>		
Description of activity	<p>The WOP is the first trade fair for fresh and perishable products in the global trade and logistics hub of the future - Dubai. It takes place once a year parallel to IPM Middle East and offers the fresh products industry of the United Arab Emirates, the Gulf region and the Middle East, a marketing and communication platform. The WOP is the marketplace for the raising trade and the increasing demand for products, technologies, packaging and logistics solutions for the fresh products industry. Wholesalers and retailers meet here on the manufacturing industry in the fields of food technology, packaging and logistics and agricultural industries, which are responsible for the cultivation of fruits, vegetables and organic products. The exhibition reflects the whole chain from producer to consumer on the post-harvest handling, packaging, storage, loading, shipping, export up to wholesale and retail. Innovations in the fields of fresh products and goods security are presented and the fair offers the opportunity to establish contacts with the major regional supermarkets and to open up new markets. Dates: 22-24 November Venue: At the Dubai World Trade Centre Number of visitors: over 5,100</p> <p>SIAL India International exhibition for products and equipment for food & drink industry. Indagra Food event will cover all kinds of consumer and industrial products, services, machinery and technology and will be of high standard and attract a large number of participants and visitors from many countries. International trade fair for of equipment and products in agriculture, horticulture, viticulture and animal husbandry.</p> <p>Natural and Organic product Europe: The trade show is held on April in London for natural food. Dates: 16-17 April.Venue: Excel, London,</p>		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Events report (Stands at trade fairs - 3 stands layouts (digital), 3 fair catalogues 3Post event reports, B2B networking	Events report (Stands at trade fairs - 3 stands layouts (digital), 3 fair catalogues 3Post event reports, B2B networking	Events report (Stands at trade fairs - 3 stands layouts (digital), 3 fair catalogues 3Post event reports, B2B networking report 3 certifications)

	report 3 certifications)	report 3 certifications)	
Work package 6	Events		
Activity 6.2.1	<i>Seminars, workshops, B2B meetings, trainings for trade/cooks (B2B meetings)</i>		
Description of activity	<p>Organization of Seminar events, product presentations, live cooking shows and a visit on spot. The purpose of this action is to transmit the program messages that are gathered in the phrase "EU Fresh fruit gift". With the consumption of fruit especially in northern countries such life is getting better at all levels and the effects of renewal are evident in health, beauty and people's mood. Events in each country will be held in collaboration with clinical nutritionists, particularly popular among the general public as opinion makers. Partners will be selected who may have their own broadcast on TV channels or collaborate with print and electronic media. High-level events will take place in central hotel rooms or distinguished restaurants in central locations in each capital. Each event will take the form of a seminar to provide key messages aimed at increasing the consumption of fresh fruit. The ultimate goal is also to inform representatives of commercial networks with the possibility of developing partnerships with the respective representatives of the program. The event will begin with the presentation of the program and the organizations representing it. A follow-up seminar will be followed by a special clinical nutritionist who will provide information on the nutritional value of the specific fruits that will be presented each time and the positive effects of its consumption on everyday life. The presentation of the nutritionist can be enriched with live cooking show recipes in order to stimulate the interest of the guests and be a separate issue for publicity. There will be a meal, which may include recipes mixed with the fruits to be presented. Finally, some business meetings with representatives of the site can take place at the end of the presentations. The invitation will be delivered to relevant journalists, bloggers, nutritionists, and representatives of the business community of country/city. Informational material and gift will be distributed to the attendees. After events scheduled visits on the premises of new business spots can be implemented to help the development of networking between the representatives of the main bodies and representatives of the companies that will show interest. Total event -3. Total participations in the events >500 . target group journalists, bloggers, nutritionists, and representatives of the business community, Nr of B2B meetings -100</p>		
Activity 6.2.2	<i>Seminars, workshops, B2B meetings, trainings for trade/cooks (cooking shows provided by social media)</i>		
Description of activity	<p>For the promotion of fresh fruit consumption, a suggested action is cooking shows provided by social media. Videos will be created by an influencer/chef, which will be displayed on the social media of the program and at the same time will be promoted by advertising on relevant sites and blogs. All recipes will be based on the fruits being promoted and the main goal is for the consumers of each target market, to include fresh fruits in their daily diet through an easy and quick snack at work or school, salads, smoothies, juices, sweets and mainly dishes in combination with proteins and other essential elements in everyday life. In this way, the goal of the program will be more easily achieved as the key message of fresh fruit consumption will be transmitted at all hours of the day in order to cover every age and every category of consumers. In each country, it is proposed to create video recipes. To make this action more attractive and to keep the interest of consumers, the key person is suggested to be different every year in each country. For the needs of video production and in order to transmit the right messages of nutritional advice, the curator will be a specialist nutritionist. Videos can be transmitted in a small virtual frame and in deaf language, with the aim of greater target coverage and transmission of discrimination. All videos will be available for consumers on the program's website and on the channel on you tube, Each Influencer will remind in each video of the purpose of the fruit promotion under the umbrella of the European Union and will invite consumers to subscribe to the channel on you tube. total 6 events. Number of consumers who were reached by online cookings shows > 2.500.000 . target group consumers</p>		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Events report (B2B meetings / Cooking shows - Photo and video report, Press releases, Post media	Events report (B2B meetings / Cooking shows - Photo and video report, Press releases, Post	Events report (B2B meetings / Cooking shows - Photo and video report, Press releases, Post media report, media

	report, media clipping report, certifications)	media report, clipping certifications)	media report,	clipping report, certifications)
--	--	--	---------------	----------------------------------

Work package 6	Study Trips		
Activity 6.3	<i>Study Trips</i>		
Description activity of	<p>A study trip to Romania and Greece will be organized in September and will be hosted in Bucharest and Athens in the third year The duration of the trip will be 6 days. Three representatives of U.A.E and INDIA(4 people/year in total 8) from the field of journalism , opinions leaders ,will be selected and invited to participate. The purpose of the activity is for the press representatives to visit the production facilities and to have direct contact with the producers. They will also have the opportunity to learn deeply about Union quality production methods. hospitality, we will prepare welcome gifts for the guests, which will include products related to culture and taste. For the accommodation of the guests,8 single-bed rooms will be booked in a central hotel like in each country In addition, a bus will be rented, for the safe and comfortable transportation of visitors to the local production facilities . Moreover, a photographer will be hired to cover the whole event. Target group opinion leaders, journalist</p>		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables		Events report (Study trip 1x Study Trip report,)	Events report (Study trip 1x Study Trip report,)

Work package 6	Other events		
Activity 6.4	<i>Competition</i>		
Description activity of	<p>As part of the program, competition is planned on social media with the participation of the target countries and in order to promote the consumption of fresh fruits. The competition concerns the creation of a short video on the subject of encouraging the daily consumption of fresh fruits and especially those under fruit promotion. Video can be an individual or a group effort. To promote the contest, an advertising spot or video will be created starring a popular influencer, different in each country, such as a chef, nutritionist or gymnast or athlete or whatever related to the field of nutrition and the food industry. The video will be displayed on the social media of the program and the influencer and in other relative social media accounts or websites or blogs and will be an invitation to participate in the competition with a specific concept "fruit deal" and " be a winner ". The entries will be evaluated for each country individually by a committee consisting of the influencer, a person from the organizing company, a scientist as a supervisor who will evaluate whether the information and what is shown in the videos and a representative from each body of the program. The duration of the competition will last from 1 to 3 months, depending on the entries. 3 press releases will be delivered to relative magazines, web sites, blogs etc. in the beginning and in the middle and in end of the competition. From the competition, a winner or a winning team per country will emerge. The winner or winners per target country will win a prize, which will be set by the organizing company for the second year. Estimation of registration of participants over 2000. target group consumers</p>		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables		Events report (Other / competition - Award, participation cards, Photo and video report, Press releases, Post media report, media clipping report)	Events report (Other / competition - Award, participation cards, Photo and video report, Press releases, Post media report, media clipping report)

Work package 6	Events
-----------------------	---------------

Activity 6.5	<i>Other events (Road Show)</i>		
Description of activity	<p>Organization of Road shows in the U.A.E (DUBAI). Customized food trucks printed with the logo and slogan (e.g. like an open can) for two days per city, will drive around during summer and offer to consumers various free fresh fruits as main ingredient. Events will be live-streamed and guests will be able to share their experience on social media while performers will entertain guests. Main goal is to increase awareness on the consumption of fresh fruits for their multiple uses and their nutritional value. Creating a mobile interactive experience, it is expected to catch the eye of many consumers around the cities and manage to engage a lot of them when they stop around. Estimated reach >15.000 consumers in all the cities. "Road Show" is a recommended action as promotion tool of the benefits of fresh fruits in the daily diet, which support the achievement of communication objectives of the program. Thereby expands the age range of the target group, young children up to middle-aged and older people, as well as the profile middle - and higher socio-economic class. The "road show" will take place in capital cities, in outdoor sites, open squares and entrances of busy shopping centers and smoothly inside shopping centers, depending the implementation period. The action will last 3 days for the Cherries and blueberries days, and other 3 days in a different period for the cherry and for about for - six hours each day, and will take place in a different place in the same city, to inform a greater proportion of consumers. In particular, the distribution of free products and promotional materials to passers consumers will be made by a group of promoters - especially trained wearing costumes and fully informed about the objectives of the program to form of a happening. Consumers will be invited to taste the products in joy and celebration mood. A special concept based on the idea of «Have you felt like you need a fresh re-start?» will be created and travel to 3 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) to continue the action. Also special equipment to program signs, stands by which products are distributed, in special packages, publicity banners, photographer to capture the moments and joyful music including local rates highlighting the country of origin. Target is group consumers</p>		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables		Post road shows report	Post road shows report

Work package 7	<i>Point of sale POS Promotion</i>		
Activity 7	<i>Tasting days</i>		
Description of activity	<p>Organization of tasting days in Hypermarkets – supermarkets, 600 promo days in the sector fresh fruit promotion days Estimated reach: >150.000 consumers /families (based on national household size) POS promotion is a very effective tool for reaching massively end users, increase their familiarization with the product, their awareness on its key elements (taste, aroma) and diffuse key messages that can be tremendously efficient. Main goal are households and the members responsible for food purchases and determination of food preferences especially young families with dependents. In each market, according to the analysis of the current situation, the organized retailing is playing a leading role. Their selling points tend to attract daily thousands of consumers, they are located at central points of the metropolis, thus covering the key consumer segments. In each POS a info fresh fruit corner will be placed. Promotion staff will be dressed accordingly – and offer consumers the opportunity to taste the product, inform them of their nutritional value, give away brochures and free samples and invite them to participate in our surveys in order to obtain important feedback.</p>		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Report on POS – tasting (18 POS certificates, 180 promo days, 2 post	Report on POS – tasting (18 POS certificates, 180 promo days, 2 post	Report on POS – tasting (28 POS certificates, 240 promo days, 3 post

	campaign reports, 2 Photo reports, 2 satisfaction surveys)	campaign reports, 2 Photo reports, 2 satisfaction surveys)	campaign reports, 3 Photo reports, 3 satisfaction surveys)
--	--	--	--

PART B – VALUE OF THE CONTRACT

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

Work package / LOT	TOTAL LOTS	LOT1	LOT2
Work package public relations	290.400	217.800	72.600
Work Package website and social media	280.610	191787	88.823
Work Package Advertising	317.514	208.813	108.701
Work Package Communication Tools	194.400	130.248	64.152
Work Package Events	1,540.367	1,023.972	516.395
Work Package POS promotion	756.249	567.187	189.062
Estimated value of the contract	3,379.540	2,339.807	1,039.733

ANNEX II – Technical and Professional Reference

Tenderer Composition

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

Tender Composition overview¹

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

Member detailed information

	Leader
	Member
	Subcontractor

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

If identified subcontractor

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

¹ Add as many line needed

Activity	%

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

Name		Position	
Office address			
Phone		email	

The contact person for this tender

Name		Position	
Office address			
Phone		email	

Financial data overview of the tenderer²

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

Economic and Financial Capacity	In currency unit			In euro		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Assets						
Liabilities						
Turnover and other operating incomes						
Gross operating profit						
Net operating profit						
Profit/loss on ordinary activities						
Profit/loss for the financial year						

Financial data overview of the consortium of tenderers³

Economic and Financial	In currency unit		In euro	
-------------------------------	-------------------------	--	----------------	--

² Only for tenderers / members of a joint tender

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

Capacity	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Assets						
Liabilities						
Turnover and other operating incomes						
Gross operating profit						
Net operating profit						
Profit/loss on ordinary activities						
Profit/loss for the financial year						

Technical and Professional Capacity Criteria⁴

a. Project References

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

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

⁴ Only for tenderers / members of a joint tender

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

b. Project Team:⁶

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

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

STATEMENT

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

Date	
Full name of the authorized representative	
Signature and stamp	

ANNEX III – Declaration of Honor

The undersigned: _____

Representing

Role <Tenderer><leader><member>

Legal name

Legal address

VAT registration

Registration No

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

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

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

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

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

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

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

REMEDIAL MEASURES

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

EVIDENCE UPON REQUEST

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

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

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

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

Date

Full name of the authorized representative

Signature and stamp

ANNEX IV – Supporting certificates of Contractor

LIST OF CONTRACTOR'S CERTIFICATES

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

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

Note:

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

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

ANNEX V – Economic Tender

Economic Tender

To:

<Name of Contracting Authority>

Subject: **<Tender procedure title>**

Tender procedure no.:

Closing date for the submission of tenders:

1. After examining the terms of the Tender Specifications and after developing a full understanding of the contract scope, we the undersigned undertake to commence, execute and complete the scope of the contract, in accordance with the Tender Specifications and our Technical Offer, for the total amount of EURO(in full andEURO), plus VAT. The total amount of LOT 1 is EUR 2,339.807 and of LOT 2 EUR 1,039.733 excluding VAT respectively.
2. The total amount of the offer is analysed in the attached Economic Tables.
3. Should our offer be accepted, we undertake to deposit a Performance Guarantee for the amount and in the format specified in the Tender Specifications, and to commence the execution of the Contract within the time limits provided for in the conditions and to complete them within the time limits stated in the Tender Documents our Offer and the Service Agreement.
4. We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 3.4.5 the Tender Specifications, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.
5. Name / Title / Signature / Stamp

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

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

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

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

ANNEX VI – Letters of Guarantee

VI – Specimen of Performance Guarantee

PERFORMANCE GUARANTEE
Expiry date -----

To

(hereinafter referred to as "the Contracting Authority")
Dear Sirs,

Guarantee no -----
Contract no -----

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

1. At the request of the Contractor, we the undersigned bank/credit institution, waiving all rights of objection and defence under the Contract, hereby, irrevocably and without any reference to and notwithstanding any objection by the Consultant, undertake to pay you without delay (and at the latest within 3 working days) any sum or sums not exceeding in total the amount of the 15% of the value of the contract (hereinafter referred to as "the Guaranteed Amount"), upon receipt by us of your first demand in writing stating that the Contractor has failed or refused to fulfil or has not fulfilled and/or was in breach of any of his obligations under the Contract and that you claim payment under this Guarantee. The Guaranteed Amount will be reduced by each payment made by us as a result of a claim.
2. It is understood that any change, modification, addition or amendment which may be made to the Contract, or any settlement in relation to it, shall not in any way release us from our obligations and liabilities under this guarantee, and we hereby expressly waive our right to consent to or to receive notice, of any such change, modification, addition, amendment or settlement.
3. This Guarantee shall remain in force up to and including the expiry date mentioned above and any demand from you in respect thereof must be received by us on or before that date (or, if that date is a bank holiday, up to and including the last bank working day before that date). After that date, and provided that no written demand from you has been received by us by then, this Guarantee shall be deemed to be void, whether it has been returned to us or not.
4. This Guarantee shall be governed by and construed according to the laws of the [Greece / Romania] and shall fall within the jurisdiction of the courts [Greece / Romania].

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

{ Place stamp duties }
here

Date:

ANNEX VII – Specimen of Service Contract

Between the Parties:

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

the following were agreed and accepted:

Objective

The Beneficiary has signed/accessed to the Grant Agreement from..... **NUMBER - 101095344-EU Fresh Fruit Gift(hereof AGREEMENT)** with theEUROPEAN RESEARCH EXECUTIVE AGENCY (REA) on the basis of

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

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

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

for a total eligible budget of EUR 3, 943.884 (EUR threemillion,ninehundred forty-threethousand,eight hundred eighty-four).

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

Obligations of the Beneficiary

1. It is expressly agreed by the parties that for the proper implementation of the project, the Beneficiary will provide the Implementing Body on time documentation and information related to the project in accordance with the subject and requirements as they result from the AGREEMENT, as well as the provisions of the relevant Regulations.
2. In the event that the Beneficiary demonstrates unjustified and beyond the commercial practice of delaying the delivery of the information, documents and other data related to the implementation of this project, it is accepted that the delay, which may arise in the delivery schedule as defined in the AGREEMENT, the Implementing body bears no responsibility.
3. If the above documents, data, information contain inaccuracies, or are false, then the Implementing Body has no responsibility if the deliverable is deficient or inefficient, and the Beneficiary must collect it as it is by paying the agreed conventional price.
4. The Beneficiary retains the exclusive right to modify the work to be carried out under all his contractual obligations to the AGREEMENT provided that such modifications are notified to the Implementing Body within at least four (4) months.

Obligations of the Implementing Body

1. The Implementing Body is required to deliver the project in accordance with the requirements of the relevant Regulations, in accordance with the terms of the AGREEMENT as referred to in Article 1, its tender and the Annex to this contract.
2. In any case, Implementing Body's obligations regarding the qualitative and technical details of the project are those contained in this contract and its Annex, to its tender and to AGREEMENT and especially in accordance with its Annex A "Part A" and "Part B" and any approved amendments
3. The Implementing Body is required to maintain confidentiality of the information to be included in its knowledge during the implementation of the project.
4. The Implementing Body in its contacts on the implementation of the project will clearly indicate the name of the Beneficiary for which it acts as well as the title of the program by the European Union.
5. The Implementing Body prior to the execution of each action shall cooperate with the Beneficiary and his authorized personnel - staff - associates in order to determine the specific quantitative and qualitative elements and will act only after Beneficiary's final approval. Final approval is the written confirmation, which must be notified within 15 days from the date of request for performance by the Implementing Body. In the event that a final approval is not delivered within the above time to the Implementing Body, the approval is automatically approved and automatically enters into force.
6. The Implementing Body is required to provide positive cooperation and accept audits under Article 17 of the AGREEMENT.

Ownership of results and usage rights

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

Conflict of Interests

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

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

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

Confidentiality

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

Confidentiality obligations no longer apply if:

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

Promoting the Project

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

Processing of personal data

All personal data under the AGREEMENT and under this contract shall be processed by the REA and the Commission in accordance with Regulation 2016/679 and in line with existing EU data protection legislation (including authorizations and disclosure requirements).

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

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

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

Duration of the Contract

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

Fees - Financial terms

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

Revision of Prices

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

Force Majeure

"Force majeure" means any situation or event which:

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

The following cannot be invoked as force majeure:

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

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

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

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

General provisions

1. Any amendment, addition, deletion, cancellation or other alteration of a term or provision of this contract shall not be valid unless it has been expressed in writing, accepted and signed by authorized representatives of the Parties.
2. The right of termination of this contract shall be open to one of the Parties only in the event of an offense committed by another party

3. Applicable law will be Italian law, and any dispute will lie with the competent courts of the Beneficiary's registered office.

Duty of Confidentiality

The Implementing Body shall:

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

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

THE PARTIES