

APO CONERPO SCA (APO CONERPO)

AGROTIKOS SYNETAIRISMOS KOINIS GEORGIKIS EKMETALLEUSIS O AGIOS

LOUKAS RACHIS PIERIAS (AGIOS LOUKAS)

OPEN CALL FOR PROPOSALS

No: 01-03.2023

for the action

Fruit24: It is always the right time to eat fruit and vegetables!



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▪ Introduction

APO CONERPO SCA (APO CONERPO) (the Coordinator), and **AGROTIKOS SYNETAIRISMOS KOINIS GEORGIKIS EKMETALLEUSIS O AGIOS LOUKAS RACHIS PIERIAS (AGIOS LOUKAS)** (Partner), are the Contracting Authorities for the Open Call for Proposals 01-03.2023 concerning the selection of implementing body (ies) with award criterion the most economically advantageous tender based on the best price-quality ratio for the implementation of the Grant Agreement (hereinafter the "Action") **101095465 – Fruit24** submitted under **AGRIP-MULTI-2022** Call for proposals for multi programmes 2022 – Promotion of agricultural products), approved according to RRef. Ares(2022)6460343 - 19/09/2022 letter from the EUROPEAN RESEARCH EXECUTIVE AGENCY and signed on 30/11/2021, with total budget EUR 4.125.904,04 and duration 36 months starting from 01/06/2023.

The action "Fruit24" aims to enhance the competitiveness of the EU agricultural sector increasing the consumption of EU agricultural products. In line with the priority expressed in the topic the main overall objective is to inform consumers about balanced and healthy dietary practices in order to increase the consumption of EU fresh fruit and vegetables.

OBJECTIVES: the objective of the Fruit24 project is to increase the purchase of fruit and vegetables by families in the four target countries (Italy, Greece, Spain, Germany), with a focus on young-mature families (20-54 years old), meeting the need/research increasingly claimed by consumers for well-being, naturalness and simplification of life. The program also aims to inform consumers about the fruit and vegetables value and appeal in the daily diet, suggesting a seasonal menu and motivating the consumption of fruit and vegetables at a particular time of day on the basis of certain nutraceutical properties. The aim is therefore to communicate an image of fruit and vegetables that are fresh, natural, easy to use, pleasant and convenient, in line with consumer needs, suggesting innovative and healthy ways of consumption

TARGET COUNTRIES: ITALY, GERMANY, SPAIN, GREECE.

DURATION: 36 months.

TARGET GROUPS: A. MAIN - "Purchase Decision Making" Consumers / B. FUNCTIONAL - Trade operators (mass retail channel, Normal Trade) and media (dedicated food & beverage press, bloggers, opinion leaders)

ACTIVITIES: printed and electronic channels (website, social media, online and printed advertising), public relations (press office, press events, newsletter), instore promotion (instore demonstrations and tastings, instore adv), events (fairs, both meetings, incoming), communication tools (promotional videos, educational materials, gadgets).

The procurement will be conducted based on the conditions mentioned in the present and have been approved by the competent bodies of the Contracting Authorities. All contents of the present, terms and requirements are mandatory for participants. Tenders which, in the judgment of the Contracting Committee, hereinafter referred to as "the Committee", are considered as vague or ineligible for evaluation or contain terms contrary to the present and / or heresies, or contain incomplete or inaccurate information, are classified as inadmissible and rejected. The Committee will be responsible for conducting and evaluating submitted tenders. The participating economic operators waive any right to claim any compensation from the Contracting Authorities in case of postponement, cancellation of the procedure or rejection of their submitted tender for any reason or in case the implementation of the service contract does not proceed.

The deadline for submitting a tender is on Tuesday, 16/05/2023 14:00 and place of submission is the premises of the Coordinator, Via Bruno Tosarelli, n. 155 - 40055 - Villanova di Castenaso (Bologna), Italy.

For more information, please refer to the following contact points:

Mr Sandro Scorza (sandro.scorza@apoconerpo.com), and Ms Kalliopi Ntourou (info@kerasiarachis.gr)
Estimated value of the service contract is EUR 3.767.309 (without VAT) and is divided in two (2) LOTS and includes direct cost of subcontracting and fees of implementing body (ies).

The Fruit24 is financed by 20% with own contribution of Contracting Authorities and 80% with financial aid of the European Union.

▪ Legislation

The Open Call is conducted in order to reassure the most efficient implementation of action in the best quality-price ration. Selection and award processes are based on the principles of transparency, impartiality and protection of public and union funds. The procurement is based

on two conditions: the best possible value for money ratios and avoid of conflicts of interest. The competitive process is conducted in accordance with national and Community legislation and in particular:

- **Regulation (EU) No 1144/2014** of the European Parliament and of the Council of 22 October 2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008.
- **Commission Delegated Regulation (EU) 2015/1829** of 23 April 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries
- **Commission Implementing Regulation (EU) 2015/1831** of 7 October 2015 laying down rules for application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries
- **Note "GUIDANCE ON COMPETITIVE PROCEDURE" of the EUROPEAN COMMISSION (DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT | Directorate B. Multilateral relations, quality policy | B.5. Promotion) DDG1.B5/Mj/db D(2016)3210777** agricultural products implemented in the internal market and in the third countries
- **Executive Decision No 526288 of 17/10/2022**, on "Procedure for the selection of implementing bodies for simple programs" of the Ministry of Agricultural, Food and Forestry Policy.
- **Joint Ministerial Decision 419/18559/2017** laying down details on the implementation of Reg (EU) 1144/2014 of the European Parliament and of the Council and of Commission Implementing Regulation (EU) 2015/1831 of 7 October 2015 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries
- **The Grant Agreement "101095465 – Fruit24", dated 30/11/2022 between APO CONERPO SCA (APO CONERPO), and AGROTIKOS SYNETAIRISMOS KOINIS GEORGIKIS EKMETALLEUSIS O AGIOS LOUKAS RACHIS PIERIAS (AGIOS LOUKAS), as beneficiaries and the EUROPEAN RESEARCH EXECUTIVE AGENCY (REA), under the powers delegated by the European Commission.**
- **Publicity**

A contract notice was published in Greece and Italy on 12/04/2023 and was sent for publication on the Supplement of the Official Journal of the EU on the 11/04/2023.

- **Contract scope**

Service contract(s) will be awarded for the implementation of a comprehensive framework of information and promotion actions divided into the following categories, detailed and described in Annex B of the present:

- WP Public Relations
- WP Website, social media
- WP Advertising
- WP Communication tools
- WP Events
- WP Point-of-sale (POS) promotion

Total estimated value of the contract is EUR **3.767.309** (without VAT) The contract is divided in three (2) Lots:

LOT1 (APO CONERPO) with estimated value EUR 2.314.259 (without VAT)

LOT2 (AGIOS LOUKAS) with estimated value EUR 1.453.050 (without VAT)

Economic operators should include in their economic tender all action's related costs and should concern all lots. No variants or options will be accepted.

- **Communication**

Communication should be in English by email to the above-mentioned contact points.

Requests for clarification regarding the procedure or the scope of the contract may be addressed to either contact points no later than five (5) days before the deadline of submission of tenders.

A reply to the clarifications regarding the procedure or the scope of the contract will be disclosed to economic operators the latest three (3) days before the deadline of submission of tenders.

Tenders will be submitted in English. Administrative and supporting documents should be submitted in original language.

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

▪ Procedure

General terms: Deadline and place of submission of tender is Tuesday, 16/05/2023 14:00 and place of submission is the premises of the Coordinator, Via Bruno Tosarelli, n. 155 - 40055 - Villanova di Castenaso (Bologna), Italy. Tenders must be submitted, by post or courier at the closing time for the submission of tenders.

Opening of tenders submitted will take place on Thursday, 18/05/2023 on 11:00 at the premises of the coordinator, by the delegated Committee in a closed meeting. The Contracting Authorities are not responsible for any delivery that has been made by post or courier that might arrive at the place of submission after the foreseen date and time. In such case tender will not be accepted, are not unsealed and are kept for one week period on which economic operators reserve the right to retrieve them.

Tenders should be valid and bind the participating operators for two (2) months, starting from the day following the deadline for submitting a tender and receives a unique submission reference number upon submission.

It is pointed out that a Tender is not accepted and is excluded from the evaluation in case that according to the decision of the Committee:

- Do not comply with the specific and general terms, of the present
- It is vague and cannot be evaluated or is conditional or contains incomplete or inaccurate data
- The Economic Tender does not clearly indicate the price offered or it is higher than the estimated value of the contract or it includes an excessive discount which according to the Committee does not guarantee the best quality – price ratio.

All terms and conditions of the present are mandatory for participants. Tenders that are vague and inadmissible, contain terms that are contrary to or conditional on, or contain incomplete or inaccurate information, are classified as unacceptable and rejected. The participants waive any right to claim any liability of any kind or to claim any compensation from the Contractor in case of postponement or cancellation or rejection of the tender or rejection of their submitted bid for any reason or non-definitive start of implementation of the action for any reason.

Participation terms: Participation presupposes and is a presumption that the economic operator is informed of the present, as well as all the relevant conditions for the implementation of the action and the regulative and legislative framework. Participation is open to all economic operators as following:

- i) Natural or legal persons or partnership / consortium of those engaged in services related to promotion, advertising and marketing services and / or consulting services and operating lawfully in Greece or in another EU or European Economic Area (EEA) Member State or in third countries that have signed the Public Procurement Agreement of the World Trade Organization. A partnership / consortium is not obliged to form a specific legal entity at the stage of submitting the tender, however in case the contract is awarded to a partnership / consortium, Contracting Authorities reserve the right request from the partnership / consortium to have a certain legal form. In such case, partnership / consortium is obliged to form such a legal entity according to the national legislation applied.
- ii) They must meet the conditions set in Regulation (EU) 1144/2014 and Regulations (EU) 2015/1829 and 2015/1831 and the relevant national legislation in Greece and Italy.
- iii) They are not in situation of conflict of interests, which may adversely affect the execution of the contract, in accordance with the provisions of article 110 par. 1c of Reg. 966/2012
- iv) They have economic activity at least two (2) years before the publication of the Call for proposals

- v) A natural or legal person or a subcontractor is not allowed to participate in more than one tender, with a penalty of exclusion of all the tenders in which he participates.

Rely on 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 economic 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' partnership/consortium may rely on the competences of the participants in the partnership/consortium or other entities.

Tender Guarantee: Economic operators should submit a tender Guarantee of EUR ten thousand (EUR 10.000) according to the specimen of ANNEX A. Guarantees are issued by financial or credit institutions operating legally in the Member States of the European Union. The corresponding guarantee documents, if not formulated in English, will be accompanied by an official translation in English. The guarantee will be valid for at least one (1) month after the deadline of submission of tenders.

Content of Tenders: A Tender should be written in English, submitted in one (-1-) original hard copy and one (1) electronic copy. Each tender should include two (2) dossiers as following.

Supporting Documents Dossier:

Economic operators and members of partnership / consortium have to demonstrate their eligibility, their technical and professional suitability and their financial / economic standing providing the following documents:

No	Document	Reference
1.	<p>Declaration of Honour for the economic operator and the members (in the case of a partnership / consortium) regarding the following reasons:</p> <p>Whether there is an irrevocable conviction for one of the following reasons according to the European and national legislation in force:</p> <ul style="list-style-type: none">(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 labour and other forms of trafficking in human beings <p>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).</p> <p>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.</p>	Annex C

2.	<p>Declaration of Honour that until the deadline of submission of tenders the economic operator and the members (in the case of a partnership / consortium) does not fall in any of the following situations:</p> <p>a) has failed to pay his taxes or social security contributions and this has been established by a judicial or administrative decision with final and binding effect, in accordance with the provisions of the country of establishment or national law and / or</p> <p>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,</p> <p>c) has concluded agreements with other economic operators with a view to distorting competition; 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;</p> <p>d) if a conflict of interest cannot be effectively treated by other, less intrusive means;</p> <p>e)has been found guilty of one of the following situations:</p> <p>i) <i>has</i> 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</p> <p>ii) has been fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;</p> <p>iii) if has been found guilty of serious misrepresentation in providing the information needed to ascertain the absence of exclusion grounds or to fulfil the selection criteria, he has concealed this information or is unable to provide the necessary supporting documents;</p> <p>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,</p>	ANNEX C
3.	Tender Guarantee	ANNEX A
4	<p>In case of a partnership / consortium an agreement signed by all members defining the scope, of the Lead Partner, the representative of the partnership/consortium and the tasks undertaken by each member.</p>	
5	<p>A certificate of the relevant professional or commercial register of</p>	

	the State of establishment. Economic operator and members of partnership / consortium 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.	
6	Financial statements (balance sheets, profit and loss accounts) for the last two (2) years.	
7	Statement on the average turnover generated from similar to the present contracts for the last two (2) years. In case of partnership / consortium a cumulative statement by the Lead partner including data from all members of the consortium.	
8	Business profile of economic operator and members of partnership / consortium with special reference to the following subjects: <ul style="list-style-type: none"> ▪ Overall business activity ▪ Technical infrastructure and human resources ▪ Technical equipment and the measures taken by the economic operator to ensure the quality of planning and implementing similar activities ▪ description of the professional knowledge and experience in the provision of similar services in the markets of interest 	
9	Curriculum vitae with reference to the academic background and professional qualifications of the proposed Project Team members. If proposed executive(s) do not belong to the economic operator, a corresponding statement of the economic operator regarding the employment status, with a clear reference to the duration and the object of employment should be provided.	
10	Project References of similar to the present contracts undertaken or completed during the last five (5) years.	ANNEX D

The above documents will be assessed according to the selection process described in continuation. Documents issued by organization of public authorities or documents in original language of the economic operator briefly translated in English.

Quality of Action and Economic Tender Dossier

This dossier will include two (2) sections as following:

i) Quality of Action

This section should cover the following subjects:

Understanding	Description of how economic operator understands and intents to approach the Action. Particular emphasis should be given on understanding the requirements and the objectives of the Action according to the regulative framework for promotion of agricultural products.
Methodology	Description of the strategy and planning for the implementation of the action. Methodological approach and

	tools to be used. Quality assurance procedures to be applied in order to ensure its quality and completeness Project Team: composition, presentation of the organizational scheme of implementation,
Detailed action plan / Time plan	Detailed description of services offered and tasks undertaken per WP and activities with a specific implementation schedule

In case that tender includes data or information of confidential nature, that their disclosure of which to the other economic operators or to the Committee would affect their legitimate interests, then the economic operator must use the indication "confidential information". All information of a confidential nature should be summarized at the beginning of the tender. The concept of confidential information relates only to the protection of confidentiality that covers technical or commercial matters of the economic operator business activities.

ii) Economic Tender

It should include the Economic Tender based on the tables of ANNEX E signed and stamped by the legal representative of the economic operator (or the representative of the partnership / consortium). It will also include detailed analysis (budget breakdown) for each WP/activity included in the proposed price.

Economic operators for presenting their tender should indicate the amount and percentage of their fee on the cost of the actions as well as any travel, accommodation or other expenses related to the implementation of the actions. This fee will include all relevant expenses such as staff and associate fees, employer costs of purchasing any equipment and software that will be used for its implementation as well as a) contributions in favour of the insurance funds of its staff, b) income tax, as well as well as taxes, fees, deductions and any other legal charges as they apply at the time the obligation arises.

The tender and each dossier should bare the following indication:

OPEN CALL FOR PROPOSALS 01-03.2023 - Fruit24: It is
always the right time to eat fruit and vegetables!

To the attention of the Contracting Committee

Validity of tenders : A tender will be valid and bind the economic operator for two (2) months, starting from the deadline for submission of tenders. Contracting Authorities reserve the right to proceed to contract award notice even after the expiration of validity of the tenders, but this binds the economic operator only if he accepts it.

Selection and Award criteria : Economic operators and their tenders will be assessed for their compliance with the selection criteria and the award criteria.

Selection criteria	Weighting	Assessment criterion
Professional and technical eligibility	60%	
- Project references	40	Rating from 1 to 100. Relevance of project references to the scope (products / markets / activities) of the present contract Number of relative projects to the scope of the present contract
- Relevance, experience and professional background of project team	20	Rating from 1 to 100. Relevance of academic and professional qualifications with the proposed role in the project Background in similar projects
Financial capacity and financial standing	40%	

- Business turnover generated from similar to the present contract services	20	Rating from 1 to 100 Ratio of average turnover generated from similar to the present contracts to the estimated value of the contract
- Turnover of economic operator	20	Rating from 1 to 100 Ratio of turnover of economic operator to the estimated value of the contract

During the first stage economic operators are assessed according to the selection criteria and should score a threshold of 50 points.

Award criteria	Weighting	Assessment criterion
A - Quality of Action		
<i>Understanding</i>	30%	Rating from 1 to 10 Clarity and compliance of the way economic operators perceive the action
<i>Methodology</i>	40%	Rating from 1 to 10 Clarity and compliance of the proposed methodology Compliance with output and result indicators of the project
<i>Detailed action plan / Time plan</i>	30%	Rating from 1 to 10 Clarity and compliance of the proposed action plan. Realism and efficiency of the proposed outputs, results and timeframe of actions
B- Economic Tender		Clarity of proposed budget breakdown analysis % of fees presented Total price offered

Only tenders that have qualified from the Selection stage will be assessed according to Award criteria. For the final ranking the following formula will be applied:

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

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.

Evaluation procedure: Opening of tenders will take place at the premises of the Coordinator after the deadline of submission of tenders by a Committee assigned and

responsible for the entire evaluation procedure and the communication with participating economic operators. A protocol of tenders submitted according to the date / hour of submission will be included and the Committee will proceed to the opening of each tender's Dossier in descending order as following:

Stage A: Opening of Supporting Documents Dossiers

Each page of the Dossier is signed by members of the Committee and a check on the content, their completeness and compliance with the terms and conditions of the present is made. The Committee completes the table of ranking according to the selection criteria. Only the eligible and qualified tenders will proceed to next stage. The dossiers "Quality of action – Economic offer" of participating economic tenders that have been disqualified or the ranking of the selection criteria is below the threshold, will remain sealed and will be returned along with the justification for their disqualification – out of ranking.

Stage B: Opening of "Quality of action– Economic Tender" Dossiers

Each page of the Dossier is signed by members of the Committee and a check on the content, their completeness and compliance with the terms and conditions of the present is made. The Committee completes the table of ranking according to the award criteria and final ranking is based on the above-mentioned formula.

The Committee in its final protocol presents the Final Ranking Table in descending order and the tender with the highest rank will be nominated as Temporal Contractor.

Clarification on tenders submitted: The Committee in any stage of the evaluation process has the right, if it deems it necessary, to request from economic operator(s) the provision of written clarifications.

Appeals: Appeals or objection is allowed against the contract notice, the present Specifications, the participation of an economic operator and on each stage of the evaluation process, until and against the award decision. The appeals – objections are submitted in writing to the Committee as follows:

- a) Against the contract notice and the present Specifications: Within half of the period from the publication of contract notice until the deadline for the submission of tenders. The dates of publication and submission of tenders are also taken into account for the determination of this deadline. The appeal - objection is examined by the Committee, which presents its opinion to the competent body of the Contracting Authority who issues the relevant decision no later than five (5) working days before the deadline for opening tenders
- b) the participation of an economic operator and on each stage of the evaluation process, until the award decision, within a period of three (3) working days, from the date that the interested economic operator became aware of the relevant act of the Contracting Authority or the Committee. This appeal- objection must be notified, to the economic operator against whom it is directed and to the Commission. The appeal - objection is examined by the Committee, which presents its opinion to the competent body of the Contracting Authority who issues the relevant decision no later than five (5) working days from the expiration of the deadline for submitting appeals; objections.
- c) Against the award decision, regarding the legality and completeness of the award documents, within a period of three (3) working days, after the interested party became aware of the above award decision and the above supporting documents. This appeal - objection must be notified, within two (2) days from its submission to the temporal contractor against whom it is directed and to the Committee. The appeal - objection is examined by the Committee, which presents its opinion to the competent body of the Contracting Authority who issues the relevant decision no later than ten (10) working days from the end of the above three-day deadline. Objections submitted for any other reason than the above are not accepted and are rejected. In case of rejection of any appeal - objection, the interested parties reserve the right to appeal to the civil courts of the seat of Contracting Authority.

Temporal Contract Award Notice: The Contracting Authorities will inform the candidates in writing of the decisions taken regarding the award of the contract, including the reasons why it decided to reject a tender or tenders, the non-award of the contract or any new decision related to the process. The Contracting Authority may decide not to disclose certain information mentioned above, if disclosure of such information could impede the application

of the law, be contrary to the public interest or harm the legitimate commercial interests of public or private entities or the conditions of fair competition between them.

The temporal contractor nominated will have to submit within ten (10) days the documents of Annex F of the present from the date of receiving the notification by the Contracting Authority. After the control of documents submitted, the Committee forwards its final decision to both Contracting Authorities for the final contract award notice and the signing of service contracts.

▪ **CONTRACTUAL TERMS**

Service contract – Performance Guarantees: Two (2) service contracts will be signed according to ANNEX G of the present. Service contracts will be concluded within ten (-10-) days from the written notice by the Contracting Authorities. For signing the service contracts, Performance Guarantees issued by financial or credit institutions operating legally in the Member States of the European Union (ANNEX F) should be presented of value equal to 2% of the value of the contract, excluding VAT.

If the Contractor does not arrive in time for the signing of the contracts or does not provide the necessary performance guarantees, it is declared revoked by a decision the Contracting Authorities and the Tender Guarantee is forfeited in favour of the Coordinator. In case the Contractor is declared for dismissal for the above reasons, the Contracting Authority may decide either to cancel the procedure or proceed with the economic operator who had obtained the second highest ranking.

Payments: Payments shall be done 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.

Monitoring of the contract: The monitoring of the contract is obligation of the Contracting Authorities and the competent assigned personnel. They will inform Contracting Authorities for all subjects related to the proper performance of the contract and the fulfilment of the contractual obligations of the Contractor(s), 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.

Contractual legislation: For the performance of contracts, the legislation foreseen above and specifically the provisions of the Grant Agreement will be applied.

Subcontracting: 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).

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).

Amendment of the contract: The contracts may be amended according to the provisions of the Grant Agreement.

Termination of the contract: The contracts may be terminated according to the provisions of the Grant Agreement.

▪ **ANNEX A - Tender Guarantee**

Tender Guarantee

< To be completed on paper bearing the letterhead of the financial institution >
to the attention of APO CONERPO SCA (APO CONERPO)
referred to below as the "Contracting Authority"

<Date>

Call for Proposals: No: **01-03.2023** | Fruit24

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

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

We note that the guarantee will be released at the latest within 30 days of the expiry of the tender validity period, in accordance with the relevant section of the Specifications [and in any case at the latest on six (6) months after the deadline for submission of tenders)]¹.

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

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

Name:

Signature:

Date:

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

▪ ANNEX B – Description of the Scope of the Contract

Strategy and objectives

Proposing organisations are the Italian Apo Conerpo and Rachis Pierias from Greece. The cooperation between these two organizations contributes to increase the Union's added value and to highlight the diversity of Union's agricultural products. Proposing organisations share the same vision about the European production methods and the general mission of emphasizing its production standards in Union and thirds countries, through a common strategy defined together.

The action "Fruit24" aims to enhance the competitiveness of the EU agricultural sector increasing the consumption of EU agricultural products. In line with the priority expressed in topic AGRIP-MULTI-2022-IM-FRESH FRUIT AND VEGETABLES of the annual work programme for 2022 and Article 3 of Regulation (EU) No 1144/2014, the main overall objective is to inform consumers about balanced and healthy dietary practices in order to increase the consumption of EU fresh fruit and vegetables.

The **general objective** (GO) of the Fruit24 project is to increase the purchase of fruit and vegetables by families in the four target countries (Italy, Greece, Spain, Germany), with a focus on young-mature families (20-54 years old), meeting the need/research increasingly claimed by consumers for well-being, naturalness and simplification of life.

The program also aims to inform and educate consumers about the fruit and vegetables value and appeal in the daily diet, suggesting a sort of seasonal menu and motivating the consumption of fruit and vegetables at a particular time of day on the basis of certain nutraceutical properties. The aim is therefore to communicate an image of fruit and vegetables that are fresh, natural, easy to use, pleasant and convenient, in line with consumer needs, suggesting innovative, gratifying and healthy ways of consumption.

The idea behind the project is to move from the generic recommendation to consume fruit and vegetables because they are good for you, to the actual suggestion of how to consume fruit and vegetables throughout the day, clearly indicating the nutraceutical reasons, the advantages for the well-being, the time and the methods of preparation. The menus designed will suggest new ways and occasions for the consumption of fruit and vegetables and will be created in collaboration with nutritionists, who will ensure consistency with the guidelines of the competent national authorities and EFSA (European Food Safety Authority).

For what has been written so far, this proposal contributes to the climate and environmental ambition of the Common Agricultural Policy (CAP), the Green Deal, the European Beating Cancer Plan and the Farm to fork strategy since, an information campaign for the consumer with the aim of increasing the attention on fruit and vegetables by stimulating their conscious use in daily consumption hits two goals:

- that of the sustainability of production, going to strengthen the resilience of a production chain that is experiencing a moment of strong criticality and risks being abandoned with consequent disadvantages from the environmental and biodiversity point of view (especially with regard to fruits production thanks to the presence of perennial woody plants in terms of carbon sequestration);
- and that of sustainability of consumption, facilitating the transition to a healthy and sustainable diet as desired by the policy of FarmToFork.

Fruit24 proposal intends to play a role in the transition to a more healthy and sustainable diet and has defined SMART objectives:

SPECIFIC – The project concerns a basket of fruit and vegetable products. Project objectives were developed to promote and provide information on a healthy and sustainable diet in Italy, Germany, Spain and Greece. Italian and Greek fruit and vegetables have great potential for increasing their market shares and they are already recognized throughout all of Europe. **MEASURABLE** – Effective monitoring instruments are established to measure the actual performance of the project proposed and its development. Initial data matches the findings of market analyses and reports on consumers. Precise monitoring indicators ensure the measurability of objectives while an independent evaluator will monitor the activities to be carried out so as to verify, on an annual basis, the progress towards achieving objectives. **ACHIEVABLE** – The described macroeconomic scenario highlights different potentials, including the growing demand for product quality, value and, as well as for consolidation of existing consumer bases and exploration of new groups of consumers. These conditions are the starting point for the project activities which are aimed at pursuing the opportunities presented by the identified margins for growth. **RELEVANT** – the activities proposed are a balanced set of proven actions, which will be instrumental in achieving intended market results. These activities are based on several years of experience in successful internationalization and are relevant to all aspects of the project presented **TIME BOUND**– the

duration of the project is three years. This time frame is necessary for the development of a particularly broad range of information and promotion activities. The specific promotion activities will be described in detail, identifying the measures foreseen to help consumers and the market discover the products of a sustainable supply chain and better appreciate its value.

The specific objectives refer to project targets, consumers, media, HoReCa and trade, that is to say:

OBJECTIVE 1) towards consumers, to improve fresh fruit and vegetables image as fresh, natural, healthy, easy-to-use foods, suggesting innovative, satisfying and healthy consumption occasions throughout the day;

OBJECTIVE 2) support consumers in making healthy and sustainable food choices by providing clear and useful information on the beneficial impact of fruit and vegetable consumption on health;

OBJECTIVE 3) target retailers, professionals and specialized media to enhance the value of products that communicate sustainability values on consumption and production.

Set out below is an illustration of the baseline data underlying the current scenario taken as the starting point to evaluate the actual impacts of the project.

ITALY - In order to measure the degree of awareness of Italian consumers regarding the benefits of consuming fresh fruit and vegetables as part of a balanced diet, we relied on an independent study conducted by Nomisma between 2020 and 2021 to understand how the pandemic affected the vegetables and fruit sector. The study is based on Istat and Eurostat data and a survey that involved 1500 consumers between the 18 and 65. In 2020 in Italy, the annual per capita consumption of fresh fruit and vegetables was 160 kg, equal to 440 g / day: 43% of respondents consume fruit 2 or 3 times a day, the average drops to 40% for the consumption of vegetables, while 31% consume fruit once a day and 34% consume vegetables once per day. The main motivation for this dietary choice is attention to health: fruit and vegetables in fact "are necessary for a varied and balanced diet" for 27% of the interviewees and "are healthy" for 23 %. For the 20% of the interviewees is taste to motivate their choice, while 15% prefer fruits and vegetables for their versatility. In terms of consumption occasions, among the respondents 1 out of 3 consumes fruit mainly as a snack while vegetables are consumed during meals. About the criteria for choosing when buying fruit and veg, for 56% of respondents the origin and production process are important, as Italian origin (23%), traceability 12 (%), km0 / local / regional product (11%), organic 10%. In addition, for the 42% seasonality is the key criteria, where the 15% consider to be very important the brand and only the 9% the distribution channel. In the context of the post-Covid period, Italians think they will give more and more importance to the origin of products (more relevant for 45%), to local origin (cited by 35%) to seasonality (42%) and to freshness (33%). No less important will be traceability (34%), a recyclable \ eco-sustainable packaging (36%) and organic production (23%). In addition, an increase in attention to the price is expected by the 27% of respondents.

GREECE - According to research from April by Kantar, regarding Covid 19 impact on behaviour, consumers in Greece more worried about their health and economic standing. 50% of them are willing to try new things/recipes, snack more and try to eat healthier. On the same period, a research from Endeavor insight revealed that consumer spending on grocery and food shopping will increase in the short term and as long the pandemic lasts. A third research from Accenture indicates that Greek consumers are more mindful of what they're buying. They are striving to limit food waste, shop more cost consciously and buy more sustainable options.

Fresh fruit consumption historically was high in Greece due to the availability of national production. According to the latest figures from the Freshfel Europe Consumption Monitor in 2019, in Greece the total consumption was higher than the EU average as fruit consumption was measured to 285.3 g/capita/day while for vegetables to 188.83 g/capita/day .

SPAIN - According to the 2020 Encuesta Europea de Salud in Spain (Encuesta Europea de Salud en España 2020. INE-MSCBS), 71.2% of women and 63.9% of men aged 15 years and over consume fruit daily. 52.0% of women and 41.0% of men aged 15 and over consume vegetables, salads and greens on a daily basis. Only 1.5% of women and 1.9% of men reported never consuming fresh fruit. For consumers, it is normal to eat according to the season and they are prepared to pay more for the quality they expect from local fruit: ripe and sweet.

GERMANY - In 2019/20, yearly per capita vegetables consumption reached its all-time highest value in Germany, amounting to 105.6 Kg . As far as fruits is concerned, the average yearly per capita consumption amounted to 70.6 kilograms in the same year . In recent years the Germans are becoming more and more nutrition-conscious. The organic market in the country is highly developed and the share of organic food in total product sales in Germany is growing steadily. German consumers, following the international standards, are constantly turning more and more in healthier eating patterns. At the same time, they are looking for quality

products, which they want to know where they come from, how they are produced, what cultivation methods are used, while at the same time are available to pay more for them.

Finally, Eurostat data show the following situation in the 4 target countries (online data code: HLTH_EHIS_FV3E):

- daily consumption of fruit and vegetables from 1 to 4 portions is 65.7% Italy, 54.5% Greece, 65.7% Spain, 55.9% Germany
- daily consumption of more than 5 of fruit and vegetables is 10.5% Italy, 12.4% Greece, 10.9% Spain, 10.9% Germany

The promotional and informative action is intended for operators of the agri-food sector, press (functional group) and purchase decision-making consumers (main groups) of Italy, Greece, Germany, and Spain.

Target groups and communication mix: The involvement of trade operators, professionals (chef and future chef) and dedicated press will allow a wider dissemination of the message and to convey it to consumers. The media operators of the main professional publications of the agri-food industry will be approached with WP 2.1 and 2.2: public relations office and press event. The goal of these activities is to inform and educate media operators so that they can become resources to disseminate the message especially to the trading industry. The top distribution chain players will be met during trade exhibitions in Germany and Spain (WP 6.1) and will be reach in the specialized magazines through the press office activities (WP 2.1), professionals like chefs and future chefs will be met during workshop activities in Greece, Germany and Spain (WP 6.2).

The end targets of the action are consumers who are "purchase decision makers": adult men and women in an average range of income and social background, aged between 25 and 64 (to use a standard subdivision).

The consumers in the target group will be involved in the programmed activities directly through in store information campaigns and related information materials (WP 7.1 and WP 5.1) and the summer road show (WP 6.2). These direct, personal actions - which form the core of the campaign - are reinforced by a series of tools, mostly digital, that empower and increase the message: social media advertising (WP 4.2), tv campaigns (WP 4.1), advertising in the distribution chains house organ (WP 7.2), social media (WP 3.2 and 5.2), website (WP 3.1 and 5.2) and the weekly newsletter (WP 2.1 and 5.2). In the actions with direct contact the consumer will have the possibility to choose to buy fruit and vegetables at the point of sale (WP 7.1) or will be encouraged to consume fruit and vegetables during the road show (WP 6.2). Other actions directed at the consumer will aim to engage them and provide them with the necessary information.

In terms of economic return, the aim is to increase daily consumption of fruit and vegetables, primarily triggered by a response to an interest in products that communicate a message of healthiness, well-being and consumption sustainability. Growth in fruit and vegetable consumption will be supported by the campaign message that will promote both an increase in daily servings and the replacement of other meals (particularly snacks) with fruit and vegetable servings.

EU dimension-Messages

The main objective is to promote sustainable food consumption and facilitating the shift to healthy, sustainable diets, in line with the European Farm To Fork strategy. The goal of the Farm to Fork strategy is to build a food supply chain that works for consumers, producers, the climate and the environment, with a strong focus on environmental sustainability. It is clear that the transition will not happen without a change in people's diets: consumers will also need to be more responsible and sustainable.

Food consumption in the EU is characterized by many contradictions, in particular, focusing on the topic of this proposal:

- obesity is on the rise, more than half of the adult population is currently overweight, which contributes to a high prevalence of diet-related diseases and associated health care costs;
- European diets are not in line with nutritional recommendations. In the EU, average energy intake and consumption of red meat, sugar, salt and fat continue to exceed recommended levels, while consumption of whole grains, fruits and vegetables, legumes and nuts is insufficient.

The proposal is intended to provide clear information that makes it easier for consumers to choose healthy and sustainable diets, possibly even moving to a more plant-based diet that will reduce not only risks of life-threatening diseases, but also the environmental impact of the food system.

To pursue this goal, on the one hand will be involved citizens, providing them with the necessary information so that they can make healthy and sustainable choices, and on the other the trade will be provided with the tools to meet consumer demand for healthy and

sustainable products.

Also, from a social perspective, in the EU context, fruit and vegetables supplied by producer organizations accounted for 50% (with an 11% increase since 2004) of all EU fruit and vegetable production in 2015 with 1,719 groups (The White Paper of the CMO for fruit and vegetables - A.R.E.F.L.H. 2017). Considering that fruit and vegetables account for about 21% of the value of European agriculture with 1.4 million farms and 750,000 jobs (Eurostat 2016), it is crucial the role played by the fruit and vegetable sector - and the POs that represent 50% of it - for rural employment and for society as a whole: fruit and vegetables are products with a high added value, actively contribute to economic activities and labour in many regions, allowing for the preservation of ecosystems and providing lasting employment in territories.

A campaign focused on talking about the merits of a healthy and sustainable diet will benefit not only the interests of the proposing organization but also of the entire European fruit and vegetable sector that is in a position to communicate the value of healthiness and sustainability linked to its product.

Finally, the "Enjoy it's from Europe" logo, which will accompany all project communication, will link to the communication of the European objectives of the Farm To Fork, informing consumers about the efforts of the agricultural world and businesses to tackle climate change, protect the environment and preserve biodiversity, while contributing to more circular economies and sustainable and healthy lifestyles.

Output and results indicators

Output and results indicators

WP	Output indicators	Result indicators
Work package 2 Public Relations	18 press releases (IT/GR/DE/ES) / 86 newsletters sent out (68 IT/9 DE/9 ES) / 18 advertorials on GR magazine 3 press events in Italy	16 articles published on the media, 1,296,000 indirect contacts (estimated number of readers) / 172 emails delivered, 40,420 newsletter performance (emails opened) / 900000 issues 2,500,000 readers on GR magazines. 45 articles published by the media – 270,000 indirect contacts (estimated number of readers)
Work package 3 Website, social media	1 website in IT/GR/DE/ES 1 FB account n IT/GR/DE/ES + 1 IG account in EN	75,000 single organic users 15,000 likes
Work package 4 Advertising	GR: 600 commercials broadcasted on TV // IT: 387,000 commercial broadcasted on Autostrade Italiane channel 18 months of FB and IG ads campaigns	GR: 9,000,000 viewers // IT: 96,000,000 Viewers. 180,000 clicks
Work Package 5 Communication tools	993,000 produced materials (leaflets) 36 videos	993,000 distributed materials (leaflets) 75,000 views

Work Package 6 Events	Participation in 6 international trade fairs (3 DE / 3 ES) 18 workshops (6 GR, 6 DE, 6 ES) T: 40 days road show / DE: 12 days road show / ES: 12 days road show	more than 500,000 visitors waiting for the events – 1,200 visitors directly met 780 participants people who see the campaign booth during the road show: IT 360,000 / DE 240,000 / ES 240,000
Work package 7 Point-of-sale (POS) promotion	1,620 points of sales were the promotional campaign took place (IT: 1560 / GR: 60) - 9600 promotional days (IT: 9360 / GR: 240) of which 540 with a promoter (IT: 300 / GR: 240) IT: 9 advertisement campaigns on house organ magazine of the chains	4,860,000 consumers who saw the promotional message (indirect contacts: IT 4,680,000 / GR 180,000) – 216,000 consumers who interacted with the promoter (direct contacts: IT 120,000 / GR 96,000) 13,500,000 house organ magazines readership of the chains

Technical Specifications

Work package 2	Public Relations		
Activity 1	<i>Permanent public relations activities (public relations office)</i>		
Description of activity	The objective of this activity is to ensure that press releases are published by the largest number of newspapers (print and online) and thus reach the largest number of readers. This action contributes to reinforcing the echo and prestige of the program, works to build a positive perception of the same with respect to the target audience and to consolidate it over time.		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	51.876 €	52.756 €	52.756 €
LOT 2	55.500 €	46.500 €	46.500 €
Activity 2	<i>Press events</i>		
Description of activity	Each year a press event will be organized in Italy (Bologna) at the beginning of the summer campaign in order to present the project and its objectives. The expected number of media operators for each event is at least 15 journalists. It is assumed the release of at least one article in the specialized press for each journalist involved for a total readership of 270,000.		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	15.400 €	15.400 €	15.400 €
LOT 2	0 €	0 €	0 €
Work package 3	Website, social media/website		
Activity 1	Website		

Description activity of	The website http://www.fruit24.it/ , already created during the previous campaign, will be translated into the languages of the target countries (Greek, Spanish and German). The website contains: a presentation of the project and the proponents, an informative section on the nutritional values of fruits and vegetables, and advice for a correct and balanced nutrition according to the Guidelines for a healthy diet drawn up by the institutions in charge in the various member states, a section showing the calendar of the seasonality of fruits and vegetables, a section of recipes related to the various times of the day, a news area with the events related to the project. The site will also include the online questionnaire that will be used to measure the impact on the level of awareness.		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	5.500,00 €	5.500,00 €	5.500,00 €
LOT 2	6.900,00 €	4.500,00 €	4.500,00 €
Activity 2	Social media (Accounts setup, Regular posting)		
Description activity of	The Facebook and Instagram accounts (https://www.facebook.com/fruit24.it/ and https://www.instagram.com/fruit.24/) will be managed in the languages of the project (Italian, Greek, Spanish and German for the FB account and English for IG). The goal will be achieved by using also social adv campaigns.		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	15.400,00 €	15.400,00 €	15.400,00 €
LOT 2	4.500,00 €	4.500,00 €	4.500,00 €
Work package 4	Advertising		
Activity 1	TV		
Description activity of	ITALY: with a wide-ranging action, every year, for 6 months every year in the period between May and December, an advertising campaign will be broadcast on the channel "La TV delle Autostrade". GREECE: Every year, in the period between May and July, an advertising campaign will be broadcast in national (Greek) digital and cable TV. With 200 commercials broadcasted annually at prime-time zone.		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	33.000,00 €	33.000,00 €	33.000,00 €
LOT 2	95.000,00 €	95.000,00 €	95.000,00 €
Activity 2	Online		
Description activity of	The channels will be advertising posts on Facebook and Instagram aimed both at increasing interaction with the posts of the profile created and at increasing the number of followers of the page. Part of these sponsorships will also be aimed at encouraging filling up the online questionnaires. The campaigns will be distributed throughout the action period, in different sessions whose duration shall be calculated on the basis of the results obtained.		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	23.500,00 €	23.500,00 €	23.500,00 €
LOT 2	0,00 €	0,00 €	0,00 €
Work package 5	Communication tools		
Activity 1	Publications, information materials for use by the media (media		

	kits), promotional items, etc.)		
Description of activity	<p>The communication tools ensure an almost direct messages conveyed by the action to the identified target groups. Depending on the different activities, materials/gadgets will be distributed.</p> <p>Since this is a continuation of the Fruit24 project, the already existing visual identity will be kept and adapted to the new tools designed.</p> <p>The purchase of rewards is expected as an incentive for filling up the online questionnaire. The production of the materials will go hand in hand with the realization of the various promotional activities planned.</p>		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	85.217,00 €	79.817,00 €	79.817,00 €
LOT 2	6.300,00 €	6.300,00 €	6.300,00 €
Activity 2	Promotional videos		
Description of activity	<p>Every year 12 short videos will be realized: The videos can be short recipes easy to make, video pills with the advice of a nutritionist, animated infographics to tell the importance for personal well-being and the environment of the consumption of fruit and vegetables.</p>		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	10.560 €	10.560 €	10.560 €
LOT 2	0,00 €	0,00 €	0,00 €

Work package 6	Events		
Activity 1	Stands at trade fairs		
Description of activity	<p>In order to have new contacts and relationships with the trade and consolidate them, participation in the Fruit Logistica trade fair in Berlin, Fruit Attraction Madrid and Alimentaria Barcelona shall be planned during each project period. The activity will allow for an international visibility of the campaign and will ensure a high number of visitors among professionals and specialized press. The budgets do not include travel, food and lodging expenses for the organizers. It is estimated that at least 2000 the visitors of the fair will see the project booth and it will be possible to meet directly about 1200 total visitors.</p>		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	0,00 €	0,00 €	0,00 €
LOT 2	35.700,00 €	70.750,00 €	105.800,00 €
Activity 2	Seminars		
Description of activity	<p>With the aim of meeting catering professionals, in particular future generations of chefs, to train them in the use of the promoted products, 6 workshops will be held each year (2 in Greece, 2 in Germany and 2 in Spain), for about 40 participants. Chefs will guide participants (culinary school students) in food experimentation using the promoted products as.</p>		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	0,00 €	0,00 €	0,00 €
LOT 2	65.400 €	65.400 €	65.400 €
Activity 3	Other events		

Description of activity	<p>ITALY: Every year in July and August it is planned to carry out a road show on 6 different locations and lasting 40 days. A space dedicated to the campaign will be set up in 6 motorway service areas in the Emilia Romagna region.</p> <p>GERMANY and SPAIN: Every year from May to July it is planned to carry out a road show on 4 different locations and lasting 8 days (4 DE + 4 ES). A space dedicated to the campaign will be set up in 4 Mall areas in 4 major cities. Here will be set up a Fruit24 island, consisting of mobile furniture such gazebos, tables and chairs.</p>		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	196.780,00 €	196.780,00 €	196.780,00 €
LOT 2	88.400,00 €	88.400,00 €	88.400,00 €
Work package 7	Point-of-sale (POS) promotion		
Activity 1	Tasting days		
Description of activity	<p>Points of sale will be selected in ITALY and in GREECE - the main markets of Apo Conerpo's and A.C. Rachis's production, and activity schedules established during the whole project period, mainly during the summer season. The promotional action in the points of sale will consist in the exposure - for a minimum period of one working week in Italy (6, sometimes 7 days) and for 4 days in Greece - of the information materials (poster and leaflet) inside the fruit and veg store's area. In selected stores (100 in Italy and 20 in Greece) chosen among those with the largest number of visitors, a promoter will provide more detailed information on the campaign and invite for product tasting and samples. For tasting days in Greece the product for tasting will be cherries.</p>		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	320.700,00 €	320.700,00 €	320.700,00 €
LOT 2	99.200,00 €	99.200,00 €	99.200,00 €
Activity 2	Other: advertisement in the points of sale		
Description of activity	<p>To ensure the widest visibility for the project, the Italian magazines and brochures of the distribution chains will be involved. It is believed that for each advertising issue an average readership of 1,500,000 readers can be achieved which, for 3 ads per year, will reach the objective of 13,500,000 total readership over 3 years. The publications will run alongside the campaign in stores.</p>		
Budget	YEAR 1	YEAR 2	YEAR 3
LOT 1	16.500 €	16.500 €	16.500 €
LOT 2	0,00 €	0,00 €	0,00 €

Estimated value of the contract

Total estimated value of contract is EUR **3.767.309** (without VAT). Estimated value per LOT and Work packages is as following:

Work Package	Total	LOT1	LOT2
Public Relations	352.088	203.588	148.500
Website and social media	92.100	62.700	29.400
Advertising	454.500	169.500	285.000
Communication Tools	295.431	276.531	18.900
Events	1.263.990	590.340	673.650

Point-of-sale (POS) promotion	<i>1.309.200</i>	1.011.600	297.600
Total	3.767.309	2.314.259	1.453.050

▪ ANNEX C – Declaration of Honour

The undersigned:

Representing

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

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:		
a) <i>fraud,</i> b) <i>corruption,;</i> c) <i>participation in a criminal organization,</i> d) <i>money laundering or terrorist financing,;</i> e) <i>terrorist-related offences or offences linked to terrorist activities,;</i> f) <i>child labour or other forms of trafficking in human beings;</i>		

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>		
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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) 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) has concluded agreements with other economic operators with a view to distorting competition; 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;		
d) in a conflict of interest which may adversely affect the performance of the contract,		
e) it has been found guilty for:		
i) <i>has</i> 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 ii) has been fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract; iii) if has been found guilty of serious misrepresentation in providing the information needed to ascertain the absence of exclusion grounds or to fulfil the selection criteria, he has concealed this information or is unable to provide the necessary supporting documents; 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,		

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) and b) above</i>		
<i>Situations c) to e) above</i>		

III. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY		
(3) declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:		
	YES	NO
<i>Situation a) and b) above</i>		
<i>Situations c) to e) 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 six (6) months before the day of their request by the contracting authority and must still be valid at that date.

Date

Representative

Signature/ stamp

▪ **ANNEX D – PROJECT REFERENCES**

Please complete a table using the format below to summarize the major projects related to this contract carried out in the course of the past 5 years² by the legal entity or entities submitting the tender.

Ref no (minimum 3 / maximum 10 in total)	Title							
Name of legal entity	Target Markets	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)		
						Public Relations		
						Website, social media		
						Advertising		
						Communication tools		
						Events		
						Point-of-sale (POS) promotion		

² In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

▪ **ANNEX E – Economic Tender**

To: APO CONERPO SCA (APO CONERPO)

Subject: *Economic Tender for the Call for Proposals No: 01-03.2023 - Fruit24: It is always the right time to eat fruit and vegetables! (Fruit24)*

We the undersigned undertake to commence, execute and complete the scope of the contract, in accordance with the Specifications and our Tender, for the total price of EUR
[] without VAT as following:

Subcontracting costs: EUR [in written] [.....] without VAT

Fees: EUR [in written] [... ..] without VAT

Total price: EUR [in written], [... ..] without VAT

LOT1 APO CONERPO: EUR [in written], [... ..] without VAT

LOT2 AGIOS LOUKAS: EUR [in written], [... ..] without VAT

The total price of our offer is analysed in continuation per LOT and work package.

Should our economic tender be accepted, we undertake to deposit a Performance Guarantee for the amount specified in the 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 Specifications, our Tender, the Grant Agreement and the Service Contract.

Name / Title / Signature / Stamp

WP n												
Total												

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

▪ ANNEX F – CONTRACT AWARD DOCUMENTS

Documents that are issued in a language other than Italian and Greek, they will be accompanied by an official translation in English-

No	Document
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 is not in any of the exclusion situations I), 1), a) to f) of the Declaration of Honour and stipulated in the Specifications
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 is not in any of the exclusion situations IV), 1), a) and b) of the Declaration of Honour and stipulated in the Specifications

- **ANNEX G – Service Contract**

PREAMBLE

Between

[Contracting Authority], established in [legal address], VAT number: [.....], represented by [name, identity of legal representative] *and*

[Economic operator], established in [legal address] VAT number: [.] (hereinafter "Implementing Body"), by [name and identity of legal representative]

of the other part,

*Following the award for service contract in the frame of the **OPEN CALL FOR PROPOSALS No: 01-03.2023 for the action** Fruit24: It is always the right time to eat fruit and vegetables! (Fruit24)*

have agreed as following:

GENERAL CONDITIONS OF CONTRACT- PRELIMINARY PROVISIONS**Article 1 – DEFINITIONS**

The following definitions shall apply to the Contract:

Contract

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

Contracting Authority

The Contracting Authority entered into an agreement with the Implementing Body for executing the Contract.

Implementing Body

The legal person entering into an agreement with the Contracting Authority for performing the services.

Contract Scope

The provision by the Implementing Body of all the services under the contract.

Contract Value

The amount specified in article 3 of the Special Conditions.

Day

Calendar day.

Fee-based

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

General Damages

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

Liquidated Damages or Penalty Clause

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

Month

A calendar month.

Agreement

The Grant Agreement **101095465- Fruit24** dated 30/11/2022 signed between the EUROPEAN RESEARCH EXECUTIVE AGENCY (REA) ('the Agency'), under the powers delegated by the European Commission ('the Commission'), the Coordinator APO CONERPO SCA (APO CONERPO) and AGROTIKOS SYNETAIRISMOS KOINIS GEORGIKIS EKMETALLEUSIS O AGIOS LOUKAS RACHIS PIERIAS (AGIOS LOUKAS) as beneficiary having accessed into the Grant Agreement

Services

The activities to be performed by the Implementing Body under the Contract

Terms of Reference

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

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

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

Article 2 – NOTICES AND WRITTEN COMMUNICATIONS

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

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

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

Article 3 – OWNERSHIP - INTELLECTUAL AND PROPERTY RIGHTS

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

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

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

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

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 4 – OBLIGATIONS OF THE CONTRACTING AUTHORITY

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

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

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

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

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

OBLIGATIONS OF THE IMPLEMENTING BODY

Article 5 – ASSIGNMENT

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

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

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

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

Article 6 – SUBCONTRACTING

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

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

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

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

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

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

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

Article 7 – COMPLIANCE OBLIGATIONS AND LEGAL LIABILITY

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

In the case of Contracts relating to matters relevant to the processing of personal data, the Implementing Body warrants that it will respect and comply with all applicable laws and

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

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

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

In cases of contracts the control of which, in accordance with the European Law, falls within the jurisdiction of the European Commission or the European Court of Auditors or the European Anti-Fraud Office or any other European body, the Implementing Body warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, both during the execution of the Contract and for a period of five (5) years after the payment of the final balance as defined in the Grant Agreement

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

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

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

Article 8 – CONFIDENTIALITY

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

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

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

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

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

Article 9 – CODE OF ETHICS

The Implementing Body and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country of the Contracting Authority.

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

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

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

Article 10 – CONFLICT OF INTERESTS

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

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

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

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

Article 11 – PROTECTION OF EMPLOYEES

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

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

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

Article 12 – APPROVAL OF REPORTS - ACCEPTANCES OF DELIVERABLES

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

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

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

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

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

Article 13 – AMENDMENT TO THE CONTRACT

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

If the request for an amendment comes from the Implementing Body, the latter must submit such a request to the Contracting Authority at least thirty (30) days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Implementing Body and accepted by the Contracting Authority.

No amendment shall be made retroactively.

Article 14 – SUSPENSION OF EXECUTION

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

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

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

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

Article 15 - Payments AND DEBT RECOVERY

15.1 – PAYMENTS

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

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

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

The Contracting Authority may halt the countdown to the expiry of this deadline for any part of the invoiced amount disputed, notifying the Implementing Body that that part of the invoice is not admissible, either because the amount in question is not due for payment or

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

When the above-mentioned deadline shall expire, the Implementing Body may, within two weeks of expiry of the deadline set for the overdue payment to be made, claim interest on the payment so overdue at the default rate specified by relevant national law of Contracting Authority.

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

The Implementing Body defaults in the execution of the contract.

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

15.2 – RECOVERY OF DEBTS FROM THE IMPLEMENTING BODY

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

Should the Implementing Body fail to make repayment within the above deadline, the Contracting Authority may increase the amounts due by adding interest at the default rate applied according to the national applicable legislation.

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

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

Article 17 BREACH OF CONTRACT – CONTRACT TERMINATION

17.1 – BREACH OF CONTRACT

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

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

Damages, and/or

17.2 - Contract Termination

Termination of the Contract for the reasons specified in Articles 20 and 21 of the present.

Article 18 – INSURANCE – INDEMNIFICATION

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

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

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

The Contracting Authority omitting to act on any justified recommendation of the Implementing Body, or requiring the Implementing Body to apply a decision or recommendation with which the Implementing Body justifiably disagrees or about which it is expressing serious and justified reservations,

Improper execution, by the employees or independent contractors of the Contracting Authority, of the Implementing Body's instructions which have been adopted by the Contracting Authority.

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

Article 19 – ADMINISTRATIVE AND FINANCIAL PENALTIES TO THE IMPLEMENTING BODY

In the event that Article 20 on termination of the Contract is applied, then, in addition to the provisions of the said Article, the Implementing Body may be deprived of the right to participate in future tender procedures, either permanently or for a specific period of time, in accordance with the provisions of national and European legislation.

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

Article 20 – TERMINATION BY THE CONTRACTING AUTHORITY

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

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

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

- the contract has been subject to a substantial modification, which would have required a new procurement procedure.
- the contract should not have been awarded to the Implementing Body in view of a serious infringement of the obligations under the Treaties and this Directive that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.

The Implementing Body fails substantially to fulfil its contractual obligations.

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

The Implementing Body assigns the Contract or subcontracts a part thereof or replaces subcontractors without the authorization of the Contracting Authority.

Any other legal disability hindering execution of the Contract occurs.

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

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

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

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

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

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

Additionally, the Implementing Body may be subject to administrative and financial penalties as described in Article 19.

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

Article 21 – TERMINATION BY THE IMPLEMENTING BODY

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

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

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

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

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

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

Article 22 – FORCE MAJEURE

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

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

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

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

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

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

Article 23 – Settlement of disputes

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

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

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

SPECIAL CONDITIONS**ARTICLE 1 - STRUCTURE OF THE CONTRACT**

1. *It is explicitly agreed that the Contract consists of the following documents, which form integral parts of it:*

1.1. The Grant Agreement 101095465- Fruit24 dated 30/11/2022 signed between the EUROPEAN RESEARCH EXECUTIVE AGENCY (REA) ('the Agency'), under the powers delegated by the European Commission ('the Commission'), the Coordinator APO CONERPO SCA (APO CONERPO) and AGROTIKOS SYNETAIRISMOS KOINIS GEORGIKIS EKMETALLEUSIS O AGIOS LOUKAS RACHIS PIERIAS (AGIOS LOUKAS) as beneficiary having accessed into the Grant Agreement

1.2. *The present Contract*

1.3. *The Implementing Body's Tender as submitted on **XX/XX/XXXX** and any correspondence relating thereto between the Contracting Authority and the Implementing Body*

1.4. *The document Specifications of OPEN CALL FOR PROPOSALS No: **01-03.2023** for the action Fruit24: It is always the right time to eat fruit and vegetables! (Fruit24)*

In the case of differences between the above parts, their provisions shall be applied according to the above order of precedence.

ARTICLE 2 - CONTRACT SCOPE

1.1. *By the present Contract, the Implementing Body undertakes to provide services for the Fruit24: It is always the right time to eat fruit and vegetables! (Fruit24), in accordance with the terms and conditions laid down in the documents*

ARTICLE 3 - CONTRACT VALUE

1. *The Contract Value amounts to EUR [in written] (.....) Euro. The amount is exclusive of VAT.*

2. *The Contract Value, which the Implementing Body deems legitimate, reasonable and adequate consideration for the performance of the Contract Scope, is inclusive of all types of costs which the Implementing Body shall or may require in order to meet its obligations, and of the Implementing Body's expenses and profit, including any fees of third parties, without any further charge whatsoever to the Contracting Authority.*

ARTICLE 4 - GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE CONTRACT

The Implementing Body must implement the Contract as described and in compliance with the provisions of the present and of the Grant Agreement and all legal obligations under applicable EU, international and national law.

ARTICLE 5 - ORGANISATION AND ADMINISTRATION OF CONTRACT IMPLEMENTATION

1. *The Implementing Body shall be fully responsible for the execution of the Contract Scope.*

2. *The Contracting Authority shall have the key responsibility of supervising and controlling the progress in the performance of the Contract Scope and the quality and completeness of the deliverables of the Contract.*

3. *Cooperation between the Contracting Authority and the Implementing Body in all stages of performance of the Contract Scope and until its final acceptance shall be an obligation of both parties.*

ARTICLE 6 - DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION

1. *The present Contract shall enter into effect as of the time of its signature.*
2. *The period of implementation of the Contract Scope shall be **thirty-six (36)** months from signature, and the periods for implementation of the individual deliverables and their delivery times are stated in the present and the Grant Agreement*
3. *Implementation of the individual activities, as required in each case, and delivery of the individual deliverables of the Implementing Body may be varied in time in accordance with the procedures in force, following mutual agreement and on condition that the overall period of implementation of the Contract does not change.*
4. *The present Contract shall cease to be in effect upon the final acceptance of all services and activities included in the Contract Scope or at an earlier time, should the Implementing Body perform and the Contracting Authority accept the aforementioned services and activities at an earlier time, or if the need arises to apply the articles on termination of the Contract*

Article 7 - REPORTS

The Implementing Body is obliged to draw up and submit the Reports specified in the present.

ARTICLE 8 - CONDITIONS AND PROCEDURE FOR PAYMENT

1. *Payments shall be made in **Euro** into the bank account notified by the Implementing Body to the Contracting Authority in accordance with provisions of the present*
2. *The payments shall be made in accordance with the following schedule*
 - a. *After approval of delivered services provided that all deliverables which according to the implementation schedule are submitted prior to the submission of the relative interim report concerning.*

ARTICLE 9 - REPLACEMENT OF PERSONNEL

1. *The Implementing Body shall not make changes to the personnel agreed under the terms of the Contract without notifying the Contracting Authority, which may oppose such a change on the basis of the Contract.*
2. *The Implementing Body must on its own initiative propose the replacement of Project Team members in the following cases:*
 - (a) *In the event of death, illness or accident of a Project Team member.*
 - (b) *If it becomes necessary to replace a Project Team member for any other reasons beyond the Implementing Body's control (resignation etc.).*
3. *Moreover, in the course of the execution of the Contract and on the basis of a written and justified request, the Contracting Authority may request a replacement if it considers that a Project Team member is inefficient or does not perform its duties under the Contract.*
4. *Where a Project Team member must be replaced, the replacement must meet the minimum qualification criteria as set in the tender documents. In cases where the evaluation process involved the marking of the project team, the replacement should meet at least the marks granted by the member to be replaced. Where the Implementing Body is unable to provide such a replacement, the Contracting Authority may either decide to terminate the Contract, if the due execution thereof is jeopardised, or, if it considers that this is not the case, accept the replacement, it being understood that an amendment of the Contract shall follow to reduce accordingly the Contract Value.*
5. *Any expenses which may be necessary due to the replacement of personnel are the responsibility of the Implementing Body. Where the Project Team member is not replaced immediately and sometime elapses before the new member assumes its duties, the Contracting Authority may request the Implementing Body to assign temporarily to*

the project another person pending the arrival of the new member, or to take other measures to compensate for such temporary absence.

- 6. *The Contracting Authority, additional to any other matters that are regulated independently, may deduct an amount, according to each case, for the Project Team member that is replaced as a set off for the period that it will be required for the new member to adjust to and get acquainted with the Contract Scope, but also for the Administrative Cost that the Contracting Authority will incur following this replacement.*

ARTICLE 10 - TAX AND CUSTOMS ARRANGEMENTS

The Contract shall not be exempted from duties and taxes, including also VAT.

ARTICLE 11 - SETTLEMENT OF DISPUTES

The dispute settlement procedure of article 23 of General Conditions shall apply.

ARTICLE 12- LAW AND LANGUAGE OF THE CONTRACT

- 1. *All matters not covered by the Contract shall be governed by the legislation of the national law of Contracting Authority*
- 2. *The language of the Contract and of all written communications between the Implementing Body and the Contracting Authority shall be the English language.*

ARTICLE 13- COMMUNICATION BETWEEN THE PARTIES

Any written communication relating to the present Contract is addressed as follows:

- a. *by the Implementing Body to the Contracting Authority, to the legal postal address or to the declared electronic mail address*
- b. *by the Contracting Authority to the Implementing Body, to the legal postal address or to the declared electronic mail address*

Drafted in two originals, one intended for the Contracting Authority and one for the Implementing Body, and signed on [day], XX/XX/XXXX.

For and on behalf of the Contracting Authority:

Signature:

Name:

For and on behalf of the Implementing Body:

Signature:

Name:

▪ **ANNEX H – PERFORMANCE GUARANTEE**

Expiry date

To

(hereinafter referred to as "the Contracting Authority")

Dear Sirs,

Guarantee no

Contract: **Fruit24: It is always the right time to eat fruit and vegetables! (Fruit24)- LOT [No]**

We have been informed that you have entered into a contract with -----
----- (hereinafter referred to as "the Contractor") for the **Fruit24: It is always the right time to eat fruit and vegetables! (Fruit24)- LOT [No]** (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 2% percent of the Contract Amount without VAT.

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 Contractor, 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 € ----- (in words ----- Euro) (hereinafter referred to as "the Guaranteed Amount"), upon receipt by us of your first demand in writing stating that the Contractor has failed or refused to fulfil or has not fulfilled and/or was in breach of any of his obligations under the Contract and that you claim payment under this Guarantee. The Guaranteed Amount will be reduced by each payment made by us as a result of a claim.

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.

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.

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

Sincerely,

[Bank/Credit Institution]

(signature and stamp)