

# OPEN CALL FOR PROPOSALS

01/2019

TENDER SPECIFICATIONS

For the project

## GOLD QUALITY 874882

Promotion of European basket of PDO/PGI and Organic Products in USA

Submitted according to the

AGRI MULTI D 2019 Support for multi programmes – Information and promotion in any third country (ies)

For the

Promotion of Agricultural Products

Financed by

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

**Deadline for submission of Tenders**

**December 20<sup>th</sup>, 2019**

## Contents

---

<b>CONTENTS</b> .....	<b>2</b>
<b>1. CONTRACTING AUTHORITIES AND SCOPE OF SERVICE CONTRACT</b> .....	<b>4</b>
1.1 DATA OF CONTRACTING AUTHORITIES.....	4
1.2 PROCUREMENT-FINANCING.....	5
1.3 SHORT DESCRIPTION AND SCOPE OF THE CONTRACTS .....	5
1.4 LEGISLATION .....	5
1.5 DEADLINE FOR SUBMISSION OF TENDERS AND OPENING OF TENDERS.....	6
1.6 PUBLICITY .....	6
1.7 PRINCIPLES APPLIED AT THE PROCEDURE .....	6
<b>2. GENERAL AND SPECIFIC PARTICIPATION CONDITIONS</b> .....	<b>7</b>
2.1 GENERAL CONDITIONS .....	7
2.1.1 <i>Communication – Access to Tender documents</i> .....	7
2.1.2 <i>Questions - Clarifications</i> .....	7
2.1.3 <i>Language</i> .....	7
2.1.5 <i>Guarantees</i> .....	7
2.2 ELIGIBILITY –TENDER GUARANTEE - SELECTION CRITERIA.....	7
2.2.1 <i>Eligibility</i> .....	7
2.2.2 <i>Tender Guarantee</i> .....	8
2.2.3 <i>Grounds for exclusion</i> .....	8
2.2.4 <i>Selection criteria</i> .....	9
2.2.4.1. <i>Suitability of professional activity</i> .....	9
2.2.4.2. <i>Economic and financial standing</i> .....	9
2.2.4.3. <i>Technical and professional capacity</i> .....	9
2.2.4.4. <i>Rely in third parties</i> .....	10
2.2.3 <i>Quality selection rules</i> .....	10
2.2.3.1 <i>Supporting documents</i> .....	10
2.3 AWARD CRITERIA.....	11
2.3.1 <i>Award criteria</i> .....	11
2.3.2 <i>Rating and ranking of tenders</i> .....	11
2.4 CONTENT OF TENDERS.....	11
2.4.1 <i>General Rules</i> .....	11
2.4.2 <i>Time and place of submission of tenders</i> .....	11
2.4.3 <i>Content of folder “Supporting documents – Technical Tender”</i> .....	12
2.4.3.1 <i>Supporting documents</i> .....	12
2.4.3.2 <i>Technical Tender</i> .....	12
2.4.4 <i>Content of folder “Economic Tender”</i> .....	12
2.4.5 <i>Validity of tenders</i> .....	12
2.4.6 <i>Reasons for rejecting tenders</i> .....	12
<b>3. EVALUATION OF TENDERS</b> .....	<b>14</b>
3.1 OPENING AND EVALUATION OF TENDERS.....	14
3.1.1 <i>Opening of tenders</i> .....	14
3.1.2 <i>Evaluation of tenders</i> .....	14
3.2 CALL TO TEMPORAL CONTRACTOR – SUBMISSION OF SUPPORTING DOCUMENTS. ....	14
3.3 CONTRACT AWARD.....	15
3.4 APPEALS - OBJECTIONS.....	15
3.5 CANCELATION OF THE PROCEDURE .....	15
<b>4. CONTRACTUAL TERMS</b> .....	<b>16</b>
4.1 PERFORMANCE GUARANTEE .....	16
4.2 CONTRACTUAL LEGISLATION .....	16
4.3 SUBCONTRACTING.....	16

4.5	AMENDMENT OF THE CONTRACT.....	16
4.6	TERMINATION OF THE CONTRACT .....	16
<b>5.</b>	<b>SPECIAL TERMS FOR THE PERFORMANCE OF THE CONTRACT .....</b>	<b>17</b>
5.2	DEPOSAL OF CONTRACTOR - SANCTIONS .....	17
5.3	APPEALS IN THE PROCESS OF CONTRACT PERFORMANCE.....	17
5.4	JUDICIAL SETTLEMENT OF DISPUTES.....	17
5.5	MONITORING OF THE CONTRACT .....	17
5.2	DURATION OF THE CONTRACT.....	18
5.3	ACCEPTANCE OF CONTRACT SCOPE .....	18
5.4	CONTRACT TERMINATION - SUBROGATION OF CONTRACTOR.....	18
<b>ANNEXES</b> .....		<b>19</b>
	ANNEX I – ANALYTIC DESCRIPTION OF CONTRACT SCOPE .....	19
	ANNEX II – TECHNICAL AND PROFESSIONAL REFERENCE.....	26
	ANNEX III – DECLARATION OF HONOR.....	32
	ANNEX IV – SUPPORTING CERTIFICATES OF CONTRACTOR.....	35
	ANNEX V –ECONOMIC TENDER.....	36
	ANNEX VI – LETTERS OF GUARANTEE.....	40
	ANNEX VII – SPECIMEN OF CONTRACT AGREEMENT.....	42

## 1. Contracting Authorities and scope of service contract

### 1.1 Data of Contracting Authorities

Legal Name	Exporters' Association of Crete
Address	20, Demokratias Av.
Town	Heraklion, Crete, Greece
Postal Code	713 06
Country	Greece
NUTS Code	GR431
Phone	+30 2810 343458
Fax	+30 2810 343459
Email	<a href="mailto:info@crete-exporters.com">info@crete-exporters.com</a>
Contact person	Mrs. Liana Tsoupanou
Web address (URL)	<a href="http://www.crete-exporters.com">http://www.crete-exporters.com</a>

#### Type of Contracting Authority

Contracting Authority is a Non Profit Organization

#### Main activity of the Contracting Authority

Main activity of the Contracting Authority is the promotion and support of products of its members

Legal Name	BULGARIAN ORGANIC FOODS OOD
Address	47 Antim I str.
Town	Targovishte
Postal Code	7700
Country	Bulgaria
NUTS Code	BG334
Phone	+359887255878
Fax	+35929890545
Email	<a href="mailto:bof_honey@abv.bg">bof_honey@abv.bg</a>
Contact person	Mr. Petko Simeonov
Web address (URL)	<a href="http://www.natural-honey.eu">http://www.natural-honey.eu</a>

#### Type of Contracting Authority

Contracting Authority is a Producers' Organization of organic honey and apicultural products

#### Main activity of the Contracting Authority

Main activity of the Contracting Authority is the development of Bulgarian Organic Beekeeping sector.

#### Common procedures of service contract

Applicable legislation is the 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 and the **ORDINANCE** No 8 from 5 May 2016 on the terms and conditions for implementation and control of promotional programs for agricultural and food products - Adopted issued by Ministry of Agriculture and Food Prom. S.G. No 38 from 20 May 2016, Am. and Ad. S.G. 78 from 21 September 2018.

#### Communication

- The procurement documents are available for unrestricted and full direct access, free of charge at: <http://www.crete-exporters.com> and <http://www.natural-honey.eu>.
- Additional information can be obtained from the above mentioned address

c) Tenders of request to participate must be submitted to the above mentioned address

## 1.2 Procurement-Financing

---

### Type of procedure

Open Procedure

### Financing

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

## 1.3 Short description and scope of the contracts

---

Gold Quality - 874882 concerns the promotion of European basket of PDO/PGI and Organic Products in USA. Its specific objectives are to increase levels of recognition of the quality scheme logos, the competitiveness and consumption of European Organic honey and PDO/PGI products, to raise their profile highlighting the specific features of the production method particularly in terms of food safety, authenticity, nutritional value and increase the market share of European Organic and PDO/PGI products in USA. These objectives will be achieved by the implementation of a comprehensive set of activities including PR activities, Website and social media, Communication Tools, Advertising, Events and POS promotion.

Total estimated value of the contract is 1.414.859 euro without VAT and the duration of the contract will be thirty six (36) months.

Main CPV codes: 7900000

The contract is divided in two (2) Lots:

LOT1 Greece with estimated value 773.970 euro without VAT

LOT 2: Bulgaria with estimated value 640.889 euro without VAT

Tenders may be submitted for all lots

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

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

## 1.4 Legislation

---

Procurement and contracts are governed by the following legislation in European Union, Greece and Bulgaria

- **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
- **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

- **ORDINANCE** No 8 from 5 May 2016 on the terms and conditions for implementation and control of promotional programs for agricultural and food products - Adopted issued by Ministry of Agriculture and Food Prom. SG. No 38 from 20 May 2016, Am. and Ad. SG. 78 from 21 September 2018.
- The Public Procurement applicable Laws in Greece and Bulgaria as are amended and in force
- **The Grant Agreement (874882) – Gold Quality** to be signed by December 2019 between the Consumers, Health, Agriculture and Food Executive Agency (CHAPEA), under the powers delegated by the European Commission and Exporters Association of Crete as Coordinator.

## **1.5 Deadline for submission of tenders and opening of tenders**

---

Time limit for receipt of tenders: Friday December 20<sup>th</sup>, 2019 13:00 local time Greece.

Conditions for opening of tenders: Friday December 20<sup>th</sup>, 2019 12:00 local time Greece

## **1.6 Publicity**

---

### **A. Publication at European level**

A Contract notice has been sent for publication though on the Supplement of the Official Journal of European Union on 13/11/2019

### **B. Publication at national level**

The Contract Notice and the present have been at the websites of the Contracting Authorities.

A Contract Notice has been published at the portal for public procurements to the Agency for public procurements ([www.aop.bg](http://www.aop.bg))

An abstract has been published at the Chamber of Irakleion Prefecture

An abstract of the Call for Tenders has been published at the following national media in Greece and Bulgaria on the 14.11.2019...-

Newspaper DIMOKRATIA / ДИМОКРАТИА

Newspaper CONTRA NEWS

- Newspaper 24 Chasa / Вестник 24 часа

- Newspaper Zemlia / Вестник Земя

## **1.7 Principles applied at the procedure**

---

Economic operators undertake to:

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

## **2. General and specific participation conditions**

---

### **2.1 General conditions**

---

#### **2.1.1 Communication – Access to Tender documents**

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

#### **2.1.2 Questions - Clarifications**

Request for clarifications or questions related to the present Tender and other related documents are submitted by email until 06.12.2019 and they will be communicated to all involved economic operators.

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

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

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

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

#### **2.1.3 Language**

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

Tenders will be submitted in English. Administrative and supporting documents should be submitted in original language and accompanied by a brief translation in Greek and Bulgarian.

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

#### **2.1.5 Guarantees**

The Letters of Guaranties mentioned in articles 2.2.2 and 4.1 are issued by credit institutions or financial institutions or insurance companies, lawfully operating in the Member States of the Union or The European Economic Area or the International Public Procurement Agreement's Member States and in accordance with the provisions in force giving them this right.

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

## **2.2 Eligibility –Tender Guarantee - Selection criteria**

---

### **2.2.1 Eligibility**

1. Within the present procedure natural or legal entities have the right to participate and in case of groups or consortium of economic operators, their members which are established in:

- a) Member state of the Union,
- b) Member state of the European Economic Area
- c) Third countries that have signed and ratify the International Public Procurement Agreement and
- d) Third countries that are not under point c) of the present article but have signed bilateral or multilateral agreements with the Union regarding public procurement contract award procedures.

2. Groups or consortiums of economic operators are not obliged to form a specific legal entity for the submission of their tenders nevertheless Contracting Authorities reserve the right to request from them to form such an entity in case that the contract is assigned to them.

3. In cases of tender by group or consortiums of economic operators, all its members shall be liable to the Contracting authorities jointly and in full.

## **2.2.2 Tender Guarantee**

**2.2.2.1.** Economic operators that are presenting their tender have to provide a Letter of Guarantee according to the specimen of ANNEX VI a, amounting to EURO 25.000 (twenty five thousands euro). In the case of groups or consortiums of economic operators, the guarantee shall also include the condition that the guarantee covers the obligations of all economic operators participating. The Guarantee must be valid for at least thirty (30) days after the expiration of the deadline referred to in Article 2.4.5 hereof, otherwise, the offer will be rejected. The Contracting authorities reserve the right, before the expiration of the tender, to request the extension of the period of validity of the tender and the tender guarantee.

**2.2.2.2.** Tender Guarantees submitted will be returned to economic operators after the conclusion of the award procedure.

**2.2.2.3.** The Tender Guarantee shall be forfeited in case that a tenderer withdraws its tender during its validity or provides false information or documents as referred to in Articles 2.2.3 to 2.2.8 fails to submit in time the documents required or fail to arrive in time for the signature of the contract.

## **2.2.3 Grounds for exclusion**

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

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

- (a) fraud
- (b) Corruption,
- (c) participation in a criminal organization
- (d) money laundering or terrorist financing
- (e) terrorist offenses or offenses related to terrorist activities
- (f) child labor and other forms of trafficking in human beings

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

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

**2.2.3.2.** in the following cases:

- a) when the economic operator has failed to pay his taxes or social security contributions and this has been established by a judicial or administrative decision with final and binding effect, in accordance with the provisions of the country of establishment or national law and / or
- b) it is bankrupt or has been subject to a resolution or special clearance procedure or is forced into liquidation or by a court or has been subject to bankruptcy or has suspended its business or is in any similar situation resulting from a similar process provided for by national law. The contracting authority may not exclude an economic operator who is in one of the situations referred to in this case, provided that it proves that that entity is able to execute the contract, taking into account the applicable provisions and measures to continue its business,
- c) there are sufficiently reasonable indications that the economic operator has concluded agreements with other economic operators with a view to distorting competition;
- d) if a conflict of interest cannot be effectively treated by other, less intrusive means;
- e) if a situation of distortion of competition from the economic operator's prior involvement in the preparation of the procurement procedure, cannot be remedied by other, less intrusive means;
- f) if *has* not demonstrated a serious or recurrent defect in the execution of an essential claim under a prior agreement resulting in its early termination, indemnities or other similar sanctions



- g) if has been fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfillment of selection criteria or in the performance of a contract;
- h) if has been found guilty of serious misrepresentation in providing the information needed to ascertain the absence of exclusion grounds or to fulfill the selection criteria, he has concealed this information or is unable to provide the necessary supporting documents;
- i) has attempted to unduly influence the decision-making process of the contracting authority, to obtain confidential information which may give it an unfair advantage in the award procedure or to negligently provide misleading information which may substantially affect the contracting authority for its exclusion, selection or assignment,
- k) whether the contracting authority can demonstrate, by appropriate means, that it has committed a serious professional misconduct, which calls into question its integrity.

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

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

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

## **2.2.4. Selection criteria**

### **2.2.4.1. Suitability of professional activity**

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

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

### **2.2.4.2. Economic and financial standing**

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

### **2.2.4.3. Technical and professional capacity**

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

- a) They should have undertaken and implemented at least two (2) contracts for the promotion and information of PDO/PGI or organic products in the EU or third countries and at least two (2) contracts for the promotion and information of agricultural products in the USA and/or at least one (1) contract of bilateral or multilateral character.
- b) Economic operators should have the adequate human resources especially those responsible for quality control and with the adequate professional and academic background. For that economic operators should declare
  - a. the main contracts they have performed during the last five years

- b. technical staff, in particular those responsible for their quality control;
- c. The Project Team that will be assigned for the contract as well as the means of study and research;
- d. the average annual workforce during the last three years
- e. the technical equipment and procedures at their disposal and the measures they take to ensure quality

#### **2.2.4.4. Rely in third parties**

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

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

### **2.2.3 Quality selection rules**

#### **2.2.3.1 Supporting documents**

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

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

The economic operator shall be obliged to replace an entity whose capacity it relies on if the latter does not meet the relevant selection criterion or for which there are grounds for exclusion.

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

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

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

## 2.3 Award criteria

### 2.3.1 Award criteria

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

Criteria	Description	Weighting
<b>Group A Technical and financial capacity criteria</b>		<b>40%</b>
K1	<i>Experience in the market of interest</i>	40
K2	<i>Project team (management, organization), professional skills and background</i>	40
K3	<i>Turnover as percentage of the estimated value of the contract</i>	20
<b>Sum of Weighting of Group A</b>		
<b>Group B Quality of Tender criteria</b>		<b>60%</b>
K3	<i>Understanding of the project</i>	20
K4	<i>Methodology of implementation and quality mechanisms</i>	40
K5	<i>Detailed presentation of actions and time plan</i>	40
<b>Sum of Weighting of Group B</b>		
<b>Sum of Total Weighting .....</b>		<b>100%</b>

### 2.3.2 Rating and ranking of tenders

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

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

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

## 2.4 Content of Tenders

### 2.4.1 General Rules

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

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

### 2.4.2 Time and place of submission of tenders

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

**2.4.2.2.** Tenders will include the following:

- a). A sealed folder titled "Supporting Documents – Technical Tender" on which are included all relative documents and their technical tender according to the requirements of the present.
- b) A sealed folder titled "Economic Tender" according to the specimen of ANNEX V. Economic operators should also include budget analysis of each service related to the implementation of each action / activity.

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

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

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

### **2.4.3 Content of folder “Supporting documents – Technical Tender”**

#### **2.4.3.1 Supporting documents**

Economic operators and this section will include: the Tender Guarantee according to the specimen of ANNEX VI b and the documents listed on point 2.2.3.1. of the present

#### **2.4.3.2 Technical Tender**

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

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

### **2.4.4 Content of folder “Economic Tender”**

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

### **2.4.5 Validity of tenders**

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

### **2.4.6 Reasons for rejecting tenders**

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

- is not submitted within the time limit, in the manner and with the content specified above,
- contains defects, deficiencies, ambiguities or errors, where these cannot be supplemented or corrected, or if they can be supplemented or corrected, have not been remedied at their clarification and completion
- for which the tenderer has not provided the required explanations within the prescribed time limit or the explanation is not acceptable to the contracting authority
- it is considered as alternative or which does not meet the minimum requirements set out in ANNEX I “Technical Specifications”
- a tenderer submits two or more tenders. This restriction applies, and in the case of groups or consortium of economic operators with joint members, as well as in the case of economic operators involved either individually or as members of a group or consortium.
- which is conditional;

- which sets a readjustment condition;
- which has deficiencies related to the supporting documents required and in the divergences with the terms and conditions of the contract.

## **3. EVALUATION OF TENDERS**

---

### **3.1 Opening and evaluation of tenders**

---

#### **3.1.1 Opening of tenders**

Contracting Authorities have assigned a Joint Evaluation Committee (JEC) that will be responsible receiving, opening and evaluating tenders submitted. JEC will celebrate a closed meeting after the closure of the deadline for submitting tenders following the below mentioned stages:

- Opening folders “Supporting documents – Technical Tenders”
- Opening folders “Economic Tenders”

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

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

#### **3.1.2 Evaluation of tenders**

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

- a) JEC will register tenders submitted as well as the submitted supporting documents and the results of their control at a Protocol signed by all members of JEC.
- b) In continuation JEC will proceed to the evaluation and ranking of the technical tenders of eligible tenderers. Their evaluation and ranking will be done according to the criteria and system set at the present and a Protocol will be conducted regarding the eligible and non eligible tenders.

JEC will then open “Economic Tenders” folders of those tenderers that have not been rejected and will proceed to their evaluation and ranking;

- c) In the case that JEC considers a tender or tenders abnormally low in relation to the scope of the contract, reserve the right to request from economic operators to explain the price or cost they propose in their tender within a limited time limit of ten (5) days from notification of the relevant invitation.
- d) In the case of equivalent tenders with the same overall final score, the one with the highest score of technical tender will be nominated as temporal contractor. If the equivalent tenders have the same technical tender rating the award shall be to the one with the lowest price.
- e) For the overall evaluation and ranking of both supporting documents, technical tenders and economic tenders a unified Protocol will be contacted and will be forwarded to Contracting Authorities for approval.

This decision may be appealed or objected will preliminary appeal based on the procedure of Article 3.4 hereof.

### **3.2 Call to temporal contractor – Submission of supporting documents.**

---

The Contracting Authority after conclusion of the evaluation and award procedure will call the economic operator who has been nominated as temporal contractor to submit in a restricted deadline of ten (10) days after receiving relevant notification all documents proving that contractor is not in any of the condition set in Article 2.2.3 and presented in ANNEX IV

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

This also applies in cases where the contracting authority requests the presentation of supporting documents in the process of evaluating tenders or requests to participate before the award stage, respecting the principles of equal treatment and transparency.

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

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

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

The results of the verification of the above documents are validated by the award decision of the Contracting Authorities.

### **3.3 Contract Award**

---

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

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

### **3.4 Appeals - Objections**

---

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

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

(a) Against tender notice and the Tender Specifications:

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

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

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

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

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

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

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

### **3.5 Cancelation of the procedure**

---

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

## **4. CONTRACTUAL TERMS**

---

### **4.1 Performance Guarantee**

---

The signing of the contracts requires two Performance Guarantees in accordance issued based on the specimen of ANNEX VI b in favor of Contracting Authorities which amounts to 5% of the value of the each contract, excluding VAT, and they are deposited before or when signing the contract.

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

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

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

### **4.2 Contractual legislation**

---

For the performance of contracts the legislation foreseen at Article 1.4 and specifically the provisions of the Grant Agreement (874882) – Gold Quality will be applied.

### **4.3 Subcontracting**

---

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

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

### **4.5 Amendment of the contract**

---

The contract may be amended according to the provisions of the Grant Agreement (874882) – Gold Quality

### **4.6 Termination of the contract**

---

**4.6.1.** The contract may be terminated according to the provisions of the Grant Agreement (874882) – Gold Quality



## **5. SPECIAL TERMS FOR THE PERFORMANCE OF THE CONTRACT**

---

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

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

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

### **5.2 Deposal of Contractor - Sanctions**

---

5.2.1. The Contractor with the prejudice of grounds of force major can be deposed from the contracts and any contractual rights in case that fails to fulfill the contractual obligations or fails to comply with the contracting authority's written instructions, which are in accordance with the contract or the relevant provisions and especially the ones of the Grant Agreement (874882) – Gold Quality.

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

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

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

The penalties are calculated as follows:

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

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

### **5.3 Appeals in the process of contract performance**

---

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

### **5.4 Judicial settlement of disputes**

---

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

### **5.5 Monitoring of the contract**

---

5.1.1. The monitoring of the contract is obligation of the Contracting Authorities and the competent assigned personnel that form the Project Team. Project Team will consultate Contracting Authorities for all subjects related to the propel performance of the contract and the fulfillment of the contractual obligations of the Contractors, for the taking of imposed measures for non-compliance with the above conditions, and in particular for matters relating to the modification of contract scope, according to the provisions of the Grant Agreement (874882) – Gold Quality.

## **5.2 Duration of the Contract**

---

**5.2.1.** The duration of the Contracts is set to 36 months and will be valid until the final closure of the Grant Agreement (874882) – Gold Quality.

## **5.3 Acceptance of contract scope**

---

**5.3.1** Acceptance and receipt of the services and their deliverables shall be effected by a Project Team assigned by Contracting Authorities.

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

(a) either accept and receive the services and their deliverables concerned, provided that the contract requirements are met, without the approval or decision of the Contracting Authorities;

(b) advise on acceptance / receipt with observations or rejection of the services/deliverables provided; the latter also apply to partial receipts.

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

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

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

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

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

## **5.4 Contract Termination - Subrogation of Contractor**

---

**5.4.1** If, during the performance of the contract, the contractor is irrevocably convicted of one of the offenses referred to in Article 2.2.3 hereof, the Contracting Authorities may unilaterally terminate the contract and seek any compensation claims according to the provisions of the Civil Code applicable.

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

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

## ANNEXES

---

### ANNEX I – Analytic description of Contract Scope

---

#### PART A – Description of the Scope of the Contract

Gold Quality - 874882 concerns the promotion of European basket of PDO/PGI and Organic Products in USA. Its specific objectives are to increase levels of recognition of the quality scheme logos, the competitiveness and consumption of European Organic honey and PDO/PGI products, to raise their profile highlighting the specific features of the production method particularly in terms of food safety, authenticity, nutritional value and increase the market share of European Organic and PDO/PGI products in USA. These objectives will be achieved by the implementation of a comprehensive set of activities including PR activities, Communication Tools, Advertising and Events.

#### Contracting Authorities

##### *Exporters' Association of Crete*

The Exporters' Association of Crete one of the most dynamic regional associations in Greece, is already in the 25<sup>th</sup> year constantly standing by the needs of the exporters of Crete. Its work is undoubtedly well known and recognized by all those involved in export trade. Currently, there are 160 Cretan exporting member companies. The Exporters Association of Crete seeks to unify the stakeholders in Crete, in order to amplify the potential regional characteristics of the island. This proposal can also be a model for the other regions of Greece. Coordinated regional level promotional efforts will positively influence and add value to the promotion of Greek products abroad. Promoting products with the tools of Regional Marketing is an established practice of the Exporters' Association of Crete. The model of exhibiting with a unified profile —as Region of Crete— and the coordinated presence of Cretan enterprises has been successfully implemented by EAC at major international food and beverage exhibitions (ANUGA, SIAL, GULFOOD, FANCY FOOD etc) attracting a large number of business associates interested in Cretan Products. Continuous flow of information, exchange of views, with a unique focus on the development of extroversion of export companies and the promotion of Cretan products to foreign markets, is a daily goal of the Exporters' Association of Crete. During its 25 years of operation, EAC has successfully organized efforts to promote Cretan products to foreign markets supported the establishment of the traditional Cretan diet in the daily lives of foreign consumers. We are constantly seeking opportunities for new business transactions to promote Cretan exporters and to strengthen the island's export trade profile. Developing export strategies, focusing on the distinct advantages and qualities of all the products of each region, is a big job, but we, at EAC, with our limited resources have proved that if there is will (i.e. vision and persistence) there is a way and our vision can become a reality. The purposes/ targets of the Exporters' Association of Crete are the following:

- 1) The consolidation, the protection and the promotion of the business, financial, social and moral interests of its members with the joined study and dealing of departmental problems, general and local, the application of the deontological action rules of the exporting trade and the securing of colleague solidarity.
- 2) The organizing of common initiatives and the promotion of exports as the research and studies on import and export issues and the procedures of Community and Greek funding and refunds on imports and exports.
- 3) The promotion and support of the Greek products abroad
- 4) The active participation of the Association in the more general matters of National Economy with purpose the financial development of the island of Crete and the promotion of the Greek exports in general.
- 5) The study and research of the conditions of the market in the sector of exports, the collection of information and statistical data in order to inform its members, the participation in assessment committees of the state and community policy on matters that fall into the scope of the Association.
- 6) The cooperation with community institutions and with the relative business unions, organizations and Chambers of Greece and abroad, especially the countries of the European Community and the Balkans.
- 7) The designing, the management the implementation and the general utilizing of Community programs in the areas of exports and imports.
- 8) The participation in International Unions of similar Associations and generally International Organizations or instruments, for the promotion of the interests of exporters.

## Bulgarian Organic Foods OOD

Bulgarian Organic Foods OOD is a producer's organization of organic honey and apiculture products. The organization is a private legal entity registered under the commercial law, it is apolitical and independent structure. The organization was founded in 2013 by organic beekeepers from Targovishte region, with the main objective joint promotion and marketing of organic honey.

In 2017 with administrative order № RD-09-406/22.05.2017 issued by the Minister of Ministry of Agriculture, Foods and Forestry of Republic of Bulgaria, the Bulgarian Organic Foods OOD was recognized as a Producers organization within organic honey and organic apiculture products sector. Currently the organization is the biggest organic honey producer's organization in Bulgaria, combining 10 beekeeping farms and working with more than 30beekeepers, with total of more than 3000 organic certified beehives. The total production of the organization's members is between 60-80 tons of organic honey per year.

In 2018 the organization started own investment in processing facility for processing of organic honey and apiculture products produced by the organization's members. The investment amounts to around 400.000 EUR, and it is co-funded by the EU through the Measure 4.2 under the PRD 2014-2020.

The general objective of the organization is the development of Bulgarian Organic Beekeeping sector.

The specific objectives of the organization included in the organization's statue are:

- Developing initiatives in the area of promotion and marketing of organic honey and apiculture products;
- Promoting, and providing technical assistance for, the use of production standards, improving product quality and developing products with a protected designation of origin, with a protected geographical indication or covered by a national quality label
- Concentration of supply and the placing on the market of the products produced by its members, including through direct marketing;
- Carrying out research and developing initiatives on sustainable production methods, innovative practices, economic competitiveness and market developments;
- Promoting, and providing technical assistance for, the use of environmentally sound cultivation practices and production techniques, and sound animal welfare practices and techniques;

### Objectives

OBJECTIVE	INDICATORS	IMPACT
<i>Enhancing the image of European products in USA and increasing the competitiveness and consumption of Union agricultural products and certain food products and to raise their profile,</i>	<i>Increase value of PDO/PGI products and Organic Honey to USA</i>	<i>Highlighting the specific features of the production method, particularly in terms of traceability, authenticity, nutritional value and sustainability; +4 % annual increase of exports value within 2020-2023 period</i>
<i>Increase the market share of European products in USA</i>	<i>Change in the Union products market shares</i>	<i>Become competitive supplier of the market in 2023</i>

### Strategy

The action joins together 2 proposing organizations from Greece and Bulgaria. Each proposing organization has established a wide cultivation network with high quality standards and significant importance to local and regional economies/ societies. This effort needs to be continued and supported. Through this program an informal cluster for PDO /PGI and Organic products is created, bringing forward joint actions and initiatives in order to promote the European quality products in third countries and in specific in USA.

The general and specific objectives of the action are consistent with the EU objectives, and the means of achieving them are in compliance with the provisions of the regulations. The aims and objectives will be achieved through a combination of targeted activities using electronic and printed media, participating in international exhibitions, as well as through advertising, in order to achieve maximum publicity and hence a multiplication effect.

The proposed actions are consistent with the current needs of the USA market and its segments. The messages have a double purpose, as they are affected through every action / activity during the implementation period. The following are the key determinants of action's strategy:

Image of European quality products in the minds of the consumers: consumers acknowledge the superiority in quality of the European PDO/PGI and organic products and the expertise of the European producers, and the consumption of made in European Union is associated with prestige and social status.

Consumption trends: consumption is on the rise and specifically consumption of quality products differentiated

### **Target groups**

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

The Guidelines for information and promotion measures for products with PDO and PGI and Organic as targets:

- Distributors (supermarkets, wholesalers, retailers, caterers, canteens, restaurants)
- Consumers and consumer associations
- Opinion multipliers

Distributors (restaurants, wholesalers, retailers and supermarkets)

This group includes all the professionals that are involved in the market segments and play a key role in determining demand (importers, distributors, wholesalers and retailers, supermarkets, buyers, restaurants, cafes, and F&B managers). Informing and educating this group is a very important element of the action. Their contribution in the effective diffusion of action's message is significant, in the long run, since the specific group affects heavily decision making, structuring and shaping consumption and drinking habits. The increasing of its level and quality of knowledge, and raising awareness regarding on their authenticity will have a multiple positive impact. Specific actions are addressing these groups (exhibitions, events/presentations etc) establishing a continuous interaction with the heart of the market.

Multipliers (Opinion leaders - journalists, gastronomic experts)

Their role is significant for the indirect diffusion of knowledge to other target groups such as the consumers. The members of the target group can easily attract the attention of the people and to shape the public opinion. The specific group includes the following:

- National and internationally distinguished professionals of the sector
- Specialized journalists
- Gastronomic experts and well known chefs

The action will engage a significant number of members of these groups through the events and training sessions and will emphasize especially to gastronomic experts and chefs in order to maximize awareness among these groups.

Consumers (age group 24-65 years old, middle income men and women living in urban households with one or two persons)

The action will pay particular attention in addressing messages according to the national legislation in USA

Main target groups will be the Age groups of 24-50 years (males and females, ABC1 and C2DE consumers). That group shapes the consumption habits and trends, transform the demand especially in the PDO, PGI, Organic market, and since its members are productive and economically independent, these groups formulate the way of living nowadays. Historically the ABC1 consumers have strongly been influencing on many of the trends within the food and drink market. This trend is not just based on higher affluence but also on other factors such as a greater awareness of health issues and ethical concerns relating to food and drink habits. These key facts have been assessed during the determination of the strategy and will be taken in particular account during the realization of the action in order to shape the final communication strategy.

### **Contract indicators**

<b>Work package</b>	<i>Public Relations</i>	<i>Output indicators</i>	<i>Number of press offices</i>	1
			<i>Number of press events</i>	2
			<i>Number of press releases</i>	18
		<i>Result indicators</i>	<i>Number of media, multipliers participated at press events</i>	100
			<i>Number of media, multipliers approached</i>	1000
<b>Work package</b>	<i>Website, social media</i>	<i>Output indicators</i>	<i>Number of websites</i>	1
			<i>Number of accounts in social media</i>	5
			<i>Number of posts/tweets</i>	300
			<i>Number of Newsletters</i>	36
		<i>Result indicators</i>	<i>Number of visitors on the website</i>	250000
			<i>Number of likes / followers/</i>	>290000

			<i>followings/newsletters</i>	
<b>Work package</b>	<i>Advertising</i>	<i>Output indicators</i>	<i>Number of brochures</i> <i>Number of cooking shows</i> <i>Number of day of online social and Google Search and Display campaigns</i>	170000 8 450
		<i>Result indicators</i>	<i>Number of professionals/experts/importers/consumers who were reached by print</i> <i>Number of professionals/experts/importers/consumers who were reached by online ad (clicks / impressions)</i> <i>Number of viewed the cooking show</i>	400000 150000 / 7000000  >2.500.000
<b>Work package</b>	<i>Communications tools</i>	<i>Output indicators</i>	<i>Number of ads designed</i> <i>Number of ads published</i> <i>Number of issues</i>	3 12 1100000
		<i>Result indicators</i>	<i>Number of professionals/experts/importers/consumers who were reached by ads</i> <i>Number of professionals/experts/importers/consumers who were reached by documentary (views/impressions)</i>	4500000 15000 /150000
<b>Work package</b>	<i>Events</i>	<i>Output indicators</i>	<i>Number of fair stands</i> <i>Number of B2B events organized</i> <i>Number of study trips organized</i>	5 6 6
		<i>Result indicators</i>	<i>Number of professionals/experts/importers/consumers who were reached during trade fairs</i> <i>Number of B2B meetings during fairs</i> <i>Number of professionals/experts/importers who participated in seminars and contacted the producers</i> <i>Number of professionals/experts/importers who participated in study trips and contacted the producers</i> <i>Number of B2B meetings during events</i>	747.000 600 300 6 80
<b>Work package</b>	<i>Points of Sales (POS) Promotion</i>	<i>Output indicators</i>	<i>Number of tasting days</i> <i>Number of point of sales</i>	300 60
		<i>Result indicators</i>	<i>Number of consumers who participated in tasting days</i>	90000

## Technical Specifications

<b>Work package</b>	<b>Public Relations</b>
<b>Activity 1</b>	Continuous PR activities
<b>Description of activity</b>	Operation for the entire project duration (36 months) of a press office responsible for the diffusion of key messages via press releases
<b>Activity 2</b>	Press events
<b>Description of activity</b>	Organization of press event during Y1 and Y2 for media and multipliers

<b>Work package</b>	<b>Website, social media/website</b>
<b>Activity 1</b>	Website set up, update, maintenance
<b>Description of activity</b>	Set up, update and maintenance of a multilingual website providing information on the products, the Quality schemes, the partners and the project.
<b>Activity 2</b>	Social media (Accounts setup, regular posting, maintaining)
<b>Description of activity</b>	Set up, regular posting and maintenance of social media accounts “socializing” the project and diffusing key messages

<b>Work package</b>	<b>Advertising</b>
<b>Activity</b>	Print
<b>Description of activity</b>	Design, print and dispatch of 16 pages Illustration info brochure devoted to the products in 170.000 pieces
<b>Activity 2</b>	TV Cooking Show
<b>Description of activity</b>	Emission of 8 special dedicated to the products advertorials in cooking shows at US television.
<b>Activity 3</b>	Online advertising in social network and web site advertising
<b>Description of activity</b>	Campaigns on social media aiming the direct engagement and interaction of the desired target group (page likes, event responses, polls etc), alongside with a long term Google AdWords Campaign aiming to establish traffic to the website. All campaigns, targeting custom audience through Geographical criteria (according to the target countries of the program), language, personal interests, age and more.

<b>Work package</b>	<b>Communication tools</b>
---------------------	----------------------------

<b>Activity 1</b>	Publications, media kits, promotional merchandise
<b>Description of activity</b>	Design of ad (A4 illustrated) and publication in professional magazines, food magazines, women magazines in USA, Ad will be highlighting European food experience.
<b>Activity 2</b>	Promotional video
<b>Description of activity</b>	A 15' documentary regarding the PDO/PGI and organic products of the project from Crete Greece and Bulgaria, highlighting the strong connection between the products and the local societies. The products will be presented in the documentary and the nutritional qualities of the foods will be presented by a special nutritionist

<b>Work package</b>	<b>Events</b>
<b>Activity</b>	Stands at trade fairs
<b>Description of activity</b>	Annual Participation at the Summer Fancy Food (New York, USA) and the Winter Fancy Food (San Francisco, USA) Stand renting and construction, supporting services including products and material dispatch, travel and accommodation of representatives (producers) from Greece and Bulgaria.
<b>Activity 2</b>	Seminars, workshops, B2B meetings, trainings for trade/cooks, activities in schools
<b>Description of activity</b>	Organization of B2B events (product presentations and B2B meetings). Total 3 events per years including products dispatch, travel and accommodation of representatives (producers) from Greece and Bulgaria.
<b>Activity</b>	Study trips to Europe
<b>Description of activity</b>	Organization and hosting of professionals and multipliers in Greece and Bulgaria annually in order to get in direct contact with producers.

<b>Work package</b>	<b>Point – of – Sale (POS) Promotion</b>
<b>Activity</b>	Tasting days
<b>Description of activity</b>	Promo days with tasting and free sampling in POS annually as following: Total annual POS=20 - Total promodays=300 The action will be realized in collaboration with organized retailers as well as independent food stores The idea is to familiarize consumers with the product in order to increase awareness on their intrinsic characteristics and qualities. In each POS a stand will be placed along with promotional banners and a promoter will offer free products to taste as well as free sample to take away.



## **PART B – VALUE OF THE CONTRACT**

### ***Financing***

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

Estimated value of contract in EURO without VAT, 1.414.859

<b>Work Package Public Relations</b>	<i>68.860</i>
<b>Work Package website and social media</b>	<i>33.152</i>
<b>Work Package Advertising</b>	<i>314.576</i>
<b>Work Package Communication Tools</b>	<i>193.635</i>
<b>Work Package Events</b>	<i>472.692</i>
<b>Work Package POS promotion</b>	<i>331.944</i>
<b>Estimated value of the contract</b>	<i>1.414.859</i>

Estimated value of LOT 1 Greece in EURO without VAT 773.970

Estimated value of LOT 2 Bulgaria in EURO without VAT 640.889

## ANNEX II – Technical and Professional Reference

---

### Tenderer Composition

	Single Tenderer
	Single Tenderer with subcontractor
	Joint Tenderer
	Joint Tenderer with subcontractor

### Tender Composition overview<sup>1</sup>

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

### Member detailed information

	Leader
	Member
	Subcontractor

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

### *If identified subcontractor*

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

---

<sup>1</sup> Add as many line needed

<b>Activity</b>	<b>%</b>

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

<b>Name</b>		<b>Position</b>	
<b>Office address</b>			
<b>Phone</b>		email	

The contact person for this tender

<b>Name</b>		<b>Position</b>	
<b>Office address</b>			
<b>Phone</b>		email	

**Financial data overview of the tenderer<sup>2</sup>**

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

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

**Financial data overview of the consortium of tenderers<sup>3</sup>**

<b>Economic and Financial Capacity</b>	<b>In currency unit</b>	<b>In euro</b>
--	-------------------------	----------------

<sup>2</sup> Only for tenderers / members of a joint tender

<sup>3</sup> The table will be produced only by the leader of the tenderer.

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

## Technical and Professional Capacity Criteria<sup>4</sup>

### a. Project References

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

Ref no (minimum 3 / maximum 10 in total)	Contract title								
	Name of legal entity	Country	Overall contract value (EUR)	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates (start/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		
							POS		

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

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

b. *Project Team*.<sup>6</sup>

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

---

<sup>6</sup> This table will reflect the positions and role presented in the Technical Tedner.

**STATEMENT**

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

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

## ANNEX III – Declaration of Honor

The undersigned: \_\_\_\_\_  
 Representing \_\_\_\_\_  
 Role <Tenderer><leader><member>  
 Legal name \_\_\_\_\_  
 Legal address \_\_\_\_\_  
 VAT registration \_\_\_\_\_  
 Registration No \_\_\_\_\_

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

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

III. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY



(3) declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:		
	YES	NO
<i>Situation above</i>		

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

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

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

### **REMEDIAL MEASURES**

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

### **EVIDENCE UPON REQUEST**

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

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

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

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

**Date**

**Full name of the authorized  
representative**

**Signature and stamp**

### **LIST OF CONTRACTOR'S CERTIFICATES**

1. Extract from the "judicial record" or, failing that, of an equivalent document issued by a competent judicial or administrative authority of the country where the Contractor is established, showing that the participation requirements of article 2.2.e, paragraph 2.2.3.1(a), (b), (c), (d), (e) and (f) of Tender Specifications have been met.
2. An original Certificate issued by a competent administrative or judicial authority in accordance with the legal provisions of the country where the Contractor is established, showing that the participation requirements of article 2.2.3, paragraph 2.2.3.2. (a) of Tender Specifications have been met.
3. An original Certificate(s) issued by a competent authority of the country where the Contractor is established, showing that the participation requirements of article 2.2.3, paragraph 2.2.3.2. (b) of Tender Specifications have been met.

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

**Note:**

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

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

**Economic Tender**

To:

**<name of Contracting Authority>**

Subject: **<Tender procedure title>**

Tender procedure no.:

Closing date for the submission of tenders:

4. After examining the terms of the Tender Specifications and after developing a full understanding of the contract scope, we the undersigned undertake to commence, execute and complete the scope of the contract, in accordance with the Tender Specifications and our Technical Offer, for the total amount of EURO .....(in full ..... and .....EURO), plus VAT.
5. The total amount of the offer is analysed in the attached Economic Tables.
6. Should our offer be accepted, we undertake to deposit a Performance Guarantee for the amount and in the format specified in the Tender Specifications, and to commence the execution of the Contract within the time limits provided for in the conditions and to complete them within the time limits stated in the Tender Documents our Offer and the Service Agreement.
7. We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 2.4.5 the Tender Specifications, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.

Name / Title / Signature / Stamp

**Table 1 – Total Budget**

Lot	Year 1				Year 2				Year 3				Total			
	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total
Lot 1																
Lot 2																
<b>Total</b>																
VAT																
<b>Total with VAT</b>																

**Table 2 – Budget per WP**

WP	Year 1				Year 2				Year 3				Total			
	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total
WP 1																
.....																
WP n																
<b>Total</b>																
VAT																

<b>Total with VAT</b>																	
-----------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

<b>Table 34 – Budget per LOT/ WP / Activity</b>																
LOT.... WP...	Year 1				Year 2				Year 3				Total			
	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total
Activity 1																
.....																
Activity n																

<b>Total</b>																
VAT																
<b>Total with VAT</b>																

## ANNEX VI – Letters of Guarantee

---

### VI a - Specimen of Tender Guarantee

#### Tender Guarantee

< To be completed on paper bearing the letterhead of the financial institution >

For the attention of <Address of the Contracting Authority> referred to below as the “Contracting Authority”

<Date>

Title of contract: < Title of contract>

Identification number: <Publication reference>

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address> the payment to the Contracting Authority of EURO 25.000 (twenty five thousands), this amount representing the guarantee referred to in article 2.2.2.1 of the Tender Specifications.

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

We note that the guarantee will be released at the latest within 30 days of the expiry of the tender validity period, in accordance with Article 2.4.5 of the Tender Specifications [and in any case at the latest on six (6) months after the deadline for submission of tenders]]<sup>7</sup>.

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

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

Name: ..... Position: .....

Signature: .....

Date:

---

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



**PERFORMANCE GUARANTEE**

**Expiry date -----**

To

-----

(hereinafter referred to as "the Contracting Authority")

Dear Sirs,

**Guarantee no -----**

**Contract no -----**

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

At the request of the Contractor, we the undersigned bank/credit institution, waiving all rights of objection and  
defence under the Contract, hereby, irrevocably and without any reference to and notwithstanding any objection by the  
Consultant, undertake to pay you without delay (and at the latest within 3 working days) any sum or sums not exceeding  
in total the amount of € ----- (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.

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

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

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

Sincerely,

[Bank/Credit Institution]

(signature and stamp)

{ Place stamp duties }

here

Date: .....

## **ANNEX VII – Specimen of Contract Agreement**

---

The Contracts Agreement to be signed with the Contracting Authorities will be based on the model of Grant Agreement for multi programmes which is available at the following link:

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/topic-details/multi-a-2019;freeTextSearchKeyword=AGRI-MULTI-2019;typeCodes=1;statusCodes=31094501,31094502,31094503;programCode=AGRIP;programDivisionCode=null;focusAreaCode=null;crossCuttingPriorityCode=null;callCode=Default;sortQuery=openingDate;orderBy=asc;onlyTenders=false;topicListKey=topicSearchTablePageState>