

OPEN CALL FOR PROPOSALS

01/2022

TENDER SPECIFICATIONS

For the project

EU Quality Deal 101046152

Information project for promotion of Quality PDO/PGI products (Wines and olive oil)
in third country (China)

Submitted according to the

AGRIP-MULTI-2021-TC-ALL for the

Promotion of Agricultural Products

Financed by

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



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1. Contracting Authorities and scope of service contract

1.1 Data of Contracting Authorities

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

Type of Contracting Authority

Contracting Authority is a Non- Profit Organization - Association

Main activity of the Contracting Authority

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

Legal Name	PROFESSIONAL WINE ASSOCIATION TERASELE DUNARII OSTROV
Address	1 Regiei str,
Town	Ostrov
Postal Code	907220
Country	Romania
Phone	+40 241 857546
Fax	+40 241 857546
Email	teraseledunarii@domeniileostrov.ro
Contact person	Mrs. Simona Brahas
Web address (URL)	https://domeniileostrov.ro/

Type of Contracting Authority

Contracting Authority is a Non - Profit Organization - Association

Main activity of the Contracting Authority

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

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 **APPLICANT'S GUIDE** on the implementation of the measure of information and promotion of agricultural products on the internal market and in third countries, code PPA2-AE, 1st edition, copy no. 1, 2018 (**Romania**)

Communication

- The procurement documents are available for unrestricted and full direct access, free of charge at: <http://www.crete-exporters.com> and by email to the contact points.
- Additional information can be obtained from the above - mentioned contact point

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

EU Quality Deal concerns the promotion of wines and Olive oil under Protected Denomination of Origin (PDO) and Protected Geographical Indication (PGI) produced in the region of Crete and at the vineyards of Chania, Iraklion, Rethymno and Lastithi in Greece and the wine area of Ostrov in Romania in target country China. The general objectives of the action are therefore to highlight all these specific features of the agricultural production methods in the third country China, in terms of food safety, traceability, authenticity, labelling and nutritional aspects, respect for the environment and sustainability, and the characteristics of European Quality products, particularly in terms of its quality, taste, diversity, tradition and innovation. The expected ultimate impact is to enhance the competitiveness and consumption of European agri-food PDO/PGI products, raise their profile and increase their market share in the target country China. The objectives of the programme fully comply with the general and specific objectives set out in Article 2 and the aims listed in Article 3 of Regulation (EU) No 1144/2014, contributes to the climate and environmental ambition of the **Common Agricultural Policy (CAP)**, the **Green Deal** and most importantly **Farm to fork strategy**, the overall situation of the Wine and Olive oil sector and the market of interest

These objectives will be achieved by the implementation of a comprehensive set of activities including PR activities, Website and social media, Communication Tools, Advertising and Events.

Total estimated value of the contract is 2.259.556 euro without VAT and the duration of the contract will be thirty-six (36) months starting from 01.06.2022.

Main CPV codes: 7900000

The contract is divided in two (2) Lots:

LOT1 Greece with estimated value 1.591.966 euro without VAT

LOT 2: Romania with estimated value 667.590 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 economically 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 Romania

- **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
- The Public Procurement Applicable Laws in Greece and Romania as are amended and in force
- **The Grant Agreement “EU Quality Deal” 101046152** signed by 02 December 2020 between the European Research Executive Agency (REA), under the powers delegated by the European Commission, Exporters Association of Crete as Coordinator and the Professional Wine Association Terasele Dunarii Ostrov.

1.5 Deadline for submission of tenders and opening of tenders

Time limit for receipt of tenders: February 15th, 2022 13:00 local time Greece.

Conditions for opening of tenders February 15th 2022 14:00 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 17.01.2022

B. Publication at national level

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

An abstract has been published at the Chamber of Irakleion Prefecture

An abstract of the Call for Tenders has been published in national media in Greece:

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 25.01.2022 and answers will be communicated to all involved economic operators by 02.02.2022

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 Romanian.

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

2.1.4 Guarantees

The Letter of Guarantee mentioned in articles 4.1 is 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 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:

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

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

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

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

2.2.2.2. in the following cases:

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

2.2.2.3. 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.

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

2.2.3. Selection criteria

2.2.3.1. Suitability of professional activity

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

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

2.2.3.2. 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.

2.2.3.3. Technical and professional capacity

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

- a) They should have undertaken and implemented at least two (2) contracts for the promotion and information of PDO/PGI in the EU or third countries and at least two (2) contracts for the promotion and information of PDO/PGI 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 operator 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

2.2.3.4. Rely in third parties

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

Specifically, with regard to the related professional experience, economic operators, may only rely on the capabilities of other entities if they perform the tasks or services for which those capabilities are required. Where economic operators

rely on the competences of other bodies in relation to the criteria relating to the financial and financial competence required by the declaration, those economic operators and those on which they rely shall be jointly and severally liable for the performance of the contract. Under the same conditions, economic operators' associations may rely on the competences of the participants in the group or consortium or other entities.

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 ration according to the following table.

Criteria	Description	Weighting
Group A Technical and financial capacity criteria		40%
K1	<i>Experience in the marker of interest</i>	40
K2	<i>Project team (management, organization), professional skills and background</i>	40
K3	<i>Tturnover as percentage of the estimated value of the contract</i>	20
Sum of Weighting of Group A		
Group B Quality of Tender criteria		60%
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
Sum of Weighting of Group B		
Sum of Total Weighting		100%

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

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

- a) EC 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 EC.
- b) In continuation EC 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.

EC 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 EC 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 tenders will be nominated as temporal contractor. If the equivalent tenders have the same technical tender rating the award shall be to the one with the lowest price.
- 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 proofing 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 an 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 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 issued based on the specimen of ANNEX VI b in favor of Contracting Authorities which amounts to 5% of the value of each contract, excluding VAT, and they are deposited before or when signing the contract.

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 **"EU Quality Deal" 101046152** 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).

4.4 Amendment of the contract

The contract may be amended according to the provisions of the Grant Agreement **"EU Quality Deal" 101046152**.

4.5 Termination of the contract

The contract may be terminated according to the provisions of the Grant Agreement **"EU Quality Deal" 101046152**.

5. SPECIAL TERMS FOR THE PERFORMANCE OF THE CONTRACT

5.1 Payments

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 **"EU Quality Deal" 101046152**

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 Romania 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 **"EU Quality Deal" 101046152**.

5.6 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 “EU Quality Deal” 101046152.

5.7 Acceptance of contract scope

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

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

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

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

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

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

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

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

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

5.8 Contract Termination - Subrogation of Contractor

5.8.1 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.

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

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

ANNEXES

ANNEX I – Analytic description of Contract Scope

PART A – Description of the Scope of the Contract

Objectives

Wine market, is extremely affected by COVID-19 outbreak in all its aspects, apart from production and will be further affected; marketing, promotion and sales patterns are imposed by the general rules applied as long as the outbreak lasts. The project has SMART objectives which are related to important socio-economic challenges and are addressing the need to support the sustainable growth, development and competitiveness of Union's regional wine industries. In the target market China the national sales of PGI wines are not high and the perception and knowledge of the specific PDO/PGI wines and of the EU quality scheme for wines in general is low. Wine culture in the market is quite well developed but a need for more in depth knowledge, especially for concrete segments is obvious.

The widespread of COVID-19 disease has become the foremost obstacle for the growth of global economy, which is consequently impacting the food & beverage industry, disturbed supply-chain of major agricultural products is also among the major contributing factors for reduced food consumption. Europe accounts for more than 60% share of global **olive oil production**, whereas, the Middle East & Africa accounts for more than 30% of the market share. As such, these regions are the most attractive for new entrants in the global olive oil market. The market in China and India are projected to experience high growth in East Asia and South Asia, respectively. Increasing popularity and high rate of adoption of healthy extra virgin olive oil in a wide range of applications is an important factor, on the back of which, these economies are expected to witness exponential growth rates in the global olive oil market. However, the presence of fraudulent products and adulteration of olive oil is also hindering the growth of the global olive oil market.

The action is expecting specific and measurable results from an intensified and comprehensive communication mix that included activities that are efficient and result oriented with a specific timeframe.

Based on the above action **the 2 (two) General objective to achieve are:**

- *Enhancing the image, competitiveness and consumption of Union agri-food products (European Quality PGI/PGI Wines and Olive oil) and raise their profile in the target country in China*
- *Increase the market share of the European PDO/PGI Wines and Olives oils in the market China with high growth potential*

Objectives are in total correlation with the general objective set in Reg (EU) 1144/2014 article 2(c) as well as with specific objectives (b), (c) and (e). The objective is SMART as it has identified the **SPECIFIC** challenges in the market for each objective;

- Highlighting in particular the specific features of agricultural production methods in the Union, particularly the specific features of agricultural production methods in the Union, particularly in terms of food safety, traceability, authenticity, labelling, nutritional and health aspects, animal welfare, respect for the environment and sustainability, and the characteristics of agricultural and food products, particularly in terms of their quality, taste, diversity or traditions in China
- Generate new sales for Union's PDO/PGI products (Wine and Olive oil) +10 % annual increase of exports value within 2022-2024 period

They are **Specific**: Increasing the exports of the products under promotion towards in the target country (PDO/PGI Wines and Olive oil). Specific results will be produced after the implementation of specific milestones.

They are **Measurable**: The increase of the exports will be measured as %age in time baseline 2020 and will be presented at the end of the program. The output indicators are set specifically and analytically presented per activity. The result indicators per activity are set and presented as well. The assessment of the results of the activities will be based on measurable parameters (qualitative and quantitative) in order to yield anticipated impact always with reference to the general objectives.

They are **Achievable**: The Proposed Organizations has the operational and financial capacity as well as the human capital and personnel to engage with the implementation of the actions. The objectives are realistic and feasible,

because the action will be implemented over a period of three years, this providing the time necessary for the development and implementation of the projected activities. There is a concrete schedule for the performance of the activities, which guarantees the cohesion and mutual complementarities between the activities.

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

They are **Time – Bounded**: All the activities will be implemented in a time frame of 3 years. Specific results will be produced after the implementation of specific milestones (such as fairs, seminars/B2B events). This timeline of results and their evolution is projected for the three years period and all of them will conclude to the successful achievement of both objectives and its impact.

Strategy

The strategy will be clear and strongly related to project's objectives and the market analysis results. It complies also with the guidelines of the Regulation (EU) No 1144/2014 of the European Parliament, the Commission Delegated Regulation (EU) 2015/1829, Commission Implementing Regulation (EU) 2015/1831 and the (EU) 2015/1831 and the 2021 CALL FOR PROPOSALS FOR MULTI PROGRAMMES.

The following target groups have been identified and quantified and will be approached in a generic and specific manner via the planned activities:

- ☐ **Distributors (importers, wholesalers, retails and supermarkets, food service sector and Quality/Bio/Health shops, wine bars)**
- ☐ **Consumers and consumer associations**
- ☐ **Opinion multipliers (wine experts, sommelier, journalists, gastronomic experts)**

1. Distributors (importers, wholesalers, retailers/Bio retails and supermarkets, food service sector and wine/ bio / Olive oil/ health shops/ wine bars)

Since Quality products as part of a balanced diet, there is a need to stimulate their demand which depends on the behavior of that segment. 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.

2. Consumers and consumer associations

The more important target group to be approached. The action will focus on the urban population of the markets. Households as consumers form one of the main target groups to be addressed. This is a large target group, divided in two sub-groups. They are considered as one of the most important target groups:

- ✓ *Young people 21-35 years and adults 35-60 years old.*

The action will pay particular attention in addressing messages according to the national legislation in the target country. 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 Wine and Olive oil 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.

3. Multipliers (Opinion leaders - journalists, gastronomic/wine 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 (specialized in Quality food, women's and wine/food magazines)
- Gastronomic/Food experts and well-known chefs and wine experts

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.

Output and results indicators

WP	Output indicators	Result indicators
Work package Public Relations	Number of published print adds- 18 press releases	Number of consumers who were reached by press releases -> 2.000.000
Work package Web site –social media	Number of websites – 1 website Number of accounts on social media –3 accounts	Number of visitors on the website> 200.000 Number of likes/followers on the social media accounts:> 300.000
Work package Advertising	Number of brochures 100.000 Number of online adds – 36 months 140 posts	No of consumers who were reached by print material – >300,000 Number of consumers who were reached by or online add /posts/videos >2 .000.000
Work package Communication tools	Number of promotional videos – 18	Number of consumers who were reached by promotional videos – >3.500.000
Work package Events	Number of events organized (trade fairs) –7 Number of events organised (product presentations)– 3 Number of events (cooking shows) organized – 3 Number of events (Master Class) – 3 Number of events organized (study trips) –2 Number of events organized (competitions) - 9	Number of professionals/experts/importers who participated in fairs – >450.000 Number of professionals/experts/importers who participated in events(product presentations) >180 Number of consumers who were reached by evens (cooking shows) >1 .500.000 No of professionals/experts/importers who participated in events (master class) >180 Number of professionals/experts/importers who participated in events(study trips) 6 Number of professionals/experts/importers who were reached by events (competitions) 20.000
Work Package POS Promotion	No of promotion days 600	No of super markets 60 No of households reached >405.000

Description of activities and analysis of budget positions

Work Package – Public Relations	
Activity 1	Continuous PR activities
Description	Operation of a PR office responsible for dissemination of information and PR of the project. In China country a press office for the campaign will be operated to involve and inform the media (consumers and trade) and key opinion leaders on the food and wine. Press releases on the progress of the Action will be distributed, in order to convey content and to build contacts with intermediaries, journalists, bloggers, sommelier and opinion leaders in the target countries. Participation at events and conferences is only the first step in starting fruitful relationships with opinion leaders and journalists who must be nurtured and consolidated with constant PR activity.
Budget	235.950

Work Package – Website, social media	
Activity 1	Website setup, updating, maintenance
Description	Design and development of a dynamic multilingual website (translated in Chinese) with multiple users and administrators. Content updates for articles, photo galleries (program actions and events etc) Special modules, for easy navigation through the sections and cross mediums. (Tablets, smart phones etc). Landing page and forms for subscriptions. Links to other pages of European interest. Design / Development: Appealing graphic environment structured in compliance with objectives and regulatory conditions. Easy to use and understandable by the search engines. Sitemap that reflects structure, language support. Opportunity to provide useful statistics Steady operation Multiple applications (databases, video and sound, etc.).
Budget	45.650

Activity 2	Social media (accounts setup, regular posting)
Description	Representation on social platforms (Weibo, TikTok, Tencent video). Cross socials daily posts and shares for information, activities, events and calls to action. Using massive social platforms as representation, each one for its unique user experience, by creating several kinds of posts (images with text, videos, invitations and events) and sharing to different types of users to increase the prestige of the product, to raise awareness of the food and cultural assets of the EU by promoting food culture and regional gastronomy (geo gastronomy). Image and text posts (140 in total), video dissemination (16 in total), organization of online events (3 in total), call to actions, Invitations for exhibitions and events. Creative artwork, images containing dishes prepared with the use of the products, from the regions or harvesting with text descriptions in adopted formats meeting the requirements of each medium.
Budget	74.800

Work Package - Advertising	
Activity 1	Advertising - Print
Description	<i>Design, copyright and production of information brochures focusing on the Quality schemes the products (PDO/PG wines and Olive oil and the history behind the different products. Chinese edition illustrated 16 pages brochure in 100,000 pieces (130gr)</i>
Budget	51.700
Activity 2	Online
Description	(Weibo, Wechat, TikTok, Tencent video) Parallel Campaigns on socials media, aiming at increasing website traffic and social media followers' base. Google Ad words campaigns as details in Estimated budget. Main objectives of the activity will be to: increase the awareness of the campaign, expand the fan base, promote consumer-oriented events, and increase traffic to the project website. Each advertisement within the campaign will be created with these objectives in mind and will be addressed to a target, geographically (even by individual city), demographically and by interests, thanks to the multiple segmentation possibilities of the online ad applications. Main target group are consumers and families with dependents.
Budget	325.600

Work Package Communication tools	
Activity 1	Promotional merchandise
Description	Purchase of accessories wine set with 4 accessories Wooden and Velvet with stamp of the logo to be distributed to the guests during the various master class & events (900 in total)
Budget	36.900
Activity 2	Promotional video for social media
Description	Production of videos in Chinese, themed about Food & Wines and videos for using olive oil in Chinese cooking Annually a set of 6 video per year of 3' minute maximum will be produced and be available at social media and website.
Budget	207.900

Work Package - Events	
Activity 1	Stands at trade fairs
Description	SIAL CHINA: Asia's largest food and beverage innovation exhibition, held on May. Annual participation with a 50sq stand.

	<p>PROWINE CHINA: ProWine Shanghai is a China's leading international trade fair for wines and spirits, held on November. Annual participation with a 50 sq stand.</p> <p>ANUFOOD (Powered by ANUGA): ANUFOOD China held on April. Participation in Year 2 with a 40 sq stand.</p>
Budget	467.443
Activity 2	Seminars, workshops, B2B meetings, trainings for trade/cooks
Description	<p>Organization of Seminar events, product presentations, live cooking shows</p> <p>Product presentations (3 in total)</p> <p>Cooking shows (3 in total): Production of cooking shows -videos of an influencer/chef and display on social media.</p> <p>High-level Wine Master class (3 in total) for the PDO/PGI wines of the project.</p>
Budget	277.710
Activity 3	Study trips to Europe
Description	<p>Organization of study trips to Romania and Greece on Year 2 and 3. The duration of the trip will be 6 days for 3 professionals per year. Guests from the field of journalism, opinions leaders, will be selected and invited to participate and to visit the production facilities and to have direct contact with the producers. They will also have the opportunity to learn deeply about Union quality schemes and production methods.</p>
Budget	51.700
Activity 4a	Other events
Description	<p>Annual participation in prestigious Competitions in order to showcase and promote the different PDO /PGIs products of the project:</p> <ul style="list-style-type: none"> - CATHAY PACIFIC HONG KONG INTERNATIONAL WINE & SPIRIT COMPETITION - WINE & SPIRITS COMPETITION IN HONG KONG & CHINA - China International Olive Oil Competition
Budget	55.440

Work Package – POS Promotion	
Activity 1	Tasting days
Description	Organization of tasting days in Hypermarkets, supermarkets and wines shops for 600 days (300 for wines and 300 for olive oils)
Budget	426.063

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, 2.259.556

Estimated value of LOT 1 GR in EURO without VAT 1.591.966

Estimated value of LOT 2 RO in EURO without VAT 667.590

Work Package	LOT 1 GR	LOT2 RO	Total
Public Relations	141.570	94.380	235.950
Website, social media	72.270	48.180	120.450
Advertising	264.110	113.190	377.300
Communication tools	173.250	74.250	247.500
Events	600.260	252.033	852.293
POS Promotion	340.506	85.557	426.063
Total	1.591.966	667.590	2.259.556

ANNEX II – Technical and Professional Reference

Tenderer Composition

	Single Tenderer
	Single Tenderer with subcontractor
	Joint Tenderer

	Joint Tenderer with subcontractor
--	-----------------------------------

Tender Composition overview¹

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

Member detailed information

	Leader
	Member
	Subcontractor

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

If identified subcontractor

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

Activity	%

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

¹ Add as many line needed

Name		Position	
Office address			
Phone		email	

The contact person for this tender

Name		Position	
Office address			
Phone		email	

Financial data overview of the tenderer²

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

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

Financial data overview of the consortium of tenderers³

Economic and Financial Capacity	In currency unit		In euro	
	Year 2	Year 1	Year 2	Year 1
Assets				
Liabilities				
Turnover and other operating incomes				
Gross operating profit				

² Only for tenderers / members of a joint tender

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

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

Technical and Professional Capacity Criteria⁴

a. Project References

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

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

⁴ Only for tenderers / members of a joint tender

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

*b. Project Team:*⁶

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

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

Date	
Full name of the authorized representative	
Signature and stamp	

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
Situations above		

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

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

IV. SITUATIONS OF EXCLUSION CONCERNING THE PERSON		
(1) declares whether the above-mentioned person is in one of the following situations or not:	Yes	No
(a) in a conflict of interest which may adversely affect the performance of the contract, in accordance with the provisions of Article 110 1c of Reg. 966/2012.		
(b) it has been found guilty for:		
<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> <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> <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> <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>		

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

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

REMEDIAL MEASURES

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

EVIDENCE UPON REQUEST

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

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

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

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

Date

**Full name of the authorized
representative**

Signature and stamp

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 the following:

- Are issued within six 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 andEURO), plus VAT.
5. Our offer for LOT 1 GR is EURO..... (in full.....) plus VAT.
6. Our offer for LOT2 RO is EURO(in full.....) plus VAT.
7. The total amount of the offer is analysed in the attached Economic Tables.
8. 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.
9. 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 per Year

[illegible]

Table 2 –Total Budget per Work Package

[illegible]

Table 3 –Total Budget per LOT and Work Package

[illegible]

Table 4 –Total Budget per Work Package

[illegible]

ANNEX VI – Letter of Guarantee

Specimen of Performance Guarantee

PERFORMANCE GUARANTEE

Expiry date -----

To

(hereinafter referred to as "the Contracting Authority")

Dear Sirs,

Guarantee no -----

Contract no -----

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

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 / Romania] and shall
fall within the jurisdiction of the courts of the [Greece / Romania].

Sincerely,

[Bank/Credit Institution]

(signature and stamp)

{ Place stamp duties here}

Date:

ANNEX VII – Specimen of Contract Agreement

Between the Parties

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

the following were agreed and accepted:

Objective

The present service contract is governed by the Grant Agreement **NUMBER — 101046152 - EU Quality Deal 101015731** (hereof AGREEMENT) with the European Research Executive Agency (REA) on the basis of

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

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

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

for a total eligible budget of EUR **3.453.704** (EUR three million four hundred fifty three thousands seven hundred and four) and the budget of the Contracting Authority is [EUR amount in numbers] [amount in letters] .

In accordance with the Contracting Authority's decision to award a service contract for the actions, the Implementing body undertakes to implement the Agreement as presented in its technical tender of the 01/2022 Call for **EU Quality Deal 101046152** with a budget as detailed in Annex to the present.

Obligations of the Contracting Authority

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

Obligations of the Implementing Body

1. The Implementing Body is required to deliver the project in accordance with the requirements of the relevant Regulations, in accordance with the terms of the AGREEMENT as referred to in Article 1, its tender and the Annex to this contract.
2. In any case, Implementing Body's obligations regarding the qualitative and technical details of the project are those contained in this contract and its Annex, to its tender and to AGREEMENT and especially in accordance with its Annex A Part A and Part B and any approved amendments

3. The Implementing Body is required to maintain confidentiality of the information to be included in its knowledge during the implementation of the project.
4. The Implementing Body in its contacts on the implementation of the project will clearly indicate the name of the Contracting Authority for which it acts as well as the title of the program by the European Union.
5. The Implementing Body prior to the execution of each WP/activity, shall cooperate with the Contracting Authority and his authorized personnel - staff - associates in order to determine the specific quantitative and qualitative elements and will act only after Contracting Authority's final approval. Final approval is the written confirmation, which must be notified within 15 days from the date of request for performance by the Implementing Body. In the event that a final approval is not delivered within the above time to the Implementing Body, the approval is automatically approved and automatically enters into force.
6. The Implementing Body is required to provide positive cooperation and accept audits under Article 17 of the AGREEMENT

Ownership of results and usage rights

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

Conflict of Interests

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

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

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

Confidentiality

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

Confidentiality obligations no longer apply if:

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

Promoting the Project

The Implementing Body must comply with the provisions of Article 17 of the AGREEMENT

Processing of personal data

All personal data under the AGREEMENT and under this contract shall be processed by the REA and the Commission in accordance with Regulation 45/2001 and in line with existing EU data protection legislation (including authorizations and disclosure requirements).

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

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

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

Duration of the Contract

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

Fees - Financial terms

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

Revision of Prices

The fee referred at the previous article shall be deemed to be stable in accordance with, and depending on, each activity carried out. Parties may revise prices only after a written agreement and in full compliance with the terms and conditions of the Grant Agreement.

Force Majeure

"Force majeure" means any situation or event which:

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

The following cannot be invoked as force majeure:

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

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

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

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

General provisions

1. Any amendment, addition, deletion, cancellation or other alteration of a term or provision of this contract shall not be valid unless it has been expressed in writing, accepted and signed by authorized representatives of the Parties.
2. The right of termination of this contract shall be open to one of the Parties only in the event of an offense committed by another party
3. Applicable law will be [Greece/Romania] law, and any dispute will lie with the competent courts of the Contracting Authority's registered office.

Duty of Confidentiality

The Implementing Body shall:

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

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

THE PARTIES