

# **Panagrotikos Farmers Union**

**Refresh 826015**  
**Information project for promotion of fresh fruits and vegetables in**  
**internal market Germany, Poland and Czech Republic**

**ESTIMATED VALUE: 3.982.449 Euro**

**Tender procedure No: 2019**

**The project is co-financed by European Union Contribution by 80% and by own contribution of**  
**the Contracting Authorities by 20%**

**Nicosia, March 2019**



**ΚΕΝΤΡΙΚΗ ΕΝΩΣΗ**  
**ΕΠΙΜΕΛΗΤΗΡΙΩΝ**  
**ΕΛΛΑΔΟΣ**



## ***Table of Contents***

**PART A: Instructions to Economic Operators**

**PART B: Agreement – Special Conditions of Contract**

**ANNEX I: General Conditions of Contract**

**ANNEX II: Terms of Reference – Technical Specifications**

**APPENDIX: Templates for Forms**

## PART **A**: INSTRUCTIONS TO ECONOMIC OPERATORS

## ***Table of Contents***

<b>PART A: INSTRUCTIONS TO ECONOMIC OPERATORS .....</b>	<b>5</b>
<b>1. DEFINITIONS .....</b>	<b>5</b>
<b>2. KEY DETAILS OF THE TENDER PROCEDURE.....</b>	<b>7</b>
<b>3. Legal framework .....</b>	<b>9</b>
3.1 <i>Applicable legislation .....</i>	<i>9</i>
3.2 <i>General principles .....</i>	<i>10</i>
3.3 <i>Protection of economic operators.....</i>	<i>10</i>
<b>4. DETAILS OF TENDER DOCUMENTS.....</b>	<b>11</b>
4.1 <i>Ownership and use of the Tender Documents .....</i>	<i>11</i>
4.2 <i>Contents of the Tender Documents.....</i>	<i>11</i>
4.3 <i>Receipt of Tender Documents.....</i>	<i>12</i>
<b>5. PROVISION OF CLARIFICATIONS ON THE TENDER DOCUMENTS .....</b>	<b>12</b>
5.1 <i>Clarifications by the Contracting Authority.....</i>	<i>12</i>
5.2 <i>Submission of questions in writing by the interested economic operators .....</i>	<i>12</i>
<b>6. ELIGIBILITY AND REQUIREMENTS FOR PARTICIPATION.....</b>	<b>12</b>
6.1 <i>Eligibility for participation .....</i>	<i>12</i>
6.2 <i>Personal situation of the Tenderer.....</i>	<i>13</i>
6.3 <i>Economic and financial standing .....</i>	<i>15</i>
6.4 <i>Technical and professional ability.....</i>	<i>15</i>
6.5 <i>Commitment not to withdraw the Tender.....</i>	<i>16</i>
<b>7. DETAILS OF TENDERS .....</b>	<b>17</b>
7.1 <i>Ownership.....</i>	<i>17</i>
7.2 <i>Confidentiality.....</i>	<i>17</i>
7.3 <i>Period of validity.....</i>	<i>17</i>
7.4 <i>Variants.....</i>	<i>17</i>
7.5 <i>Submission of Tenders for part of the Contract Scope .....</i>	<i>17</i>
<b>8. FORMAT AND SUBMISSION OF TENDERS .....</b>	<b>17</b>
8.1 <i>Time and place of submission .....</i>	<i>17</i>
8.2 <i>Format of Tenders and Submission.....</i>	<i>18</i>

8.3	<i>Contents of Sub-folders</i> .....	18
8.3.1	<i>Contents of “Eligibility Criteria” Sub-folder</i> .....	18
8.3.2	<i>Contents of “Technical Part” Sub-folder</i> .....	20
8.3.3	<i>Contents of “Financial offer” Sub-folder</i> .....	21
<b>9.</b>	<b>CONDUCT OF THE TENDER PROCEDURE</b> .....	<b>21</b>
9.1	<i>Opening of Tenders</i> .....	21
9.2	<i>Verification of eligibility and requirements for participation</i> .....	22
9.3	<i>Evaluation of Technical Part</i> .....	22
9.4	<i>Evaluation of Financial Offers</i> .....	22
9.5	<i>Clarifications on the Tenders</i> .....	23
9.6	<i>Conclusion of the Evaluation</i> .....	23
<b>10.</b>	<b>CONCLUSION OF THE TENDER PROCEDURE</b> .....	<b>24</b>
10.1	<i>Award of Contract</i> .....	24
10.2	<i>Notification of the results of the tender procedure</i> .....	24
10.3	<i>Cancellation of the tender procedure</i> .....	24
10.4	<i>Drawing up and signature of the Agreement</i> .....	24
10.5	<i>Performance Guarantee</i> .....	25

# PART **A**: INSTRUCTIONS TO ECONOMIC OPERATORS

## 1. DEFINITIONS

1. The following terms shall have the meanings ascribed to them below:

### **AGREEMENT**

Part B of the Tender Documents, as completed based on the Contractor's Tender after the contract has been awarded and signed by both parties.

### **AWARD DECISION**

The decision issued by the competent body, whereby the Contract is awarded to the selected Tenderer.

### **CLARIFICATION**

Clarification on the submitted certificates and / or alternative credentials, or even completion of information which are missing due to the failure of submit the required certificates, provided that they were held by the tenderer before the date of submission of tenders. During the evaluation process the Contracting Authority may request such clarification.

### **COMPETENT AUTHORITY**

The Competent Authority is *the Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) ('the Agency'), under the powers delegated by the European Commission ('the Commission')*,

### **COMPETENT BODY**

A body established by virtue of the Regulations which, within the powers granted to it, undertakes and handles matters concerning public procurement.

### **CONTRACT**

The public service contract between the Contracting Authority and the Contractor, which is concluded after announcement of the Award Decision and which comprises the following integral parts:

- a. The Agreement
- b. The Tender and any correspondence in relation thereto between the Contracting Authority and the Contractor.
- c. Annexes I and II of the Tender Documents.

### **CONTRACTING AUTHORITY**

Panagrotikos Farmers Union, located in *Nicosia, Cyprus as Coordinator and on behalf of*

- Union of Hellenic Chamber, located in Athens, Greece
- Bulgarian National Horticultural Union, located in Bankya, Sofia District, Bulgaria
- National Association Interprofessional Organization "PRODCOM" Legume Fructe of Romania, located in Bucharest, Romania

#### **CONTRACTOR**

The Tenderer to be selected to enter into a Contract with the Contracting Authority

#### **CONTRACT SCOPE**

The provision of services for Information and promotion about fruits and vegetables in the context of proper dietary practices , falling under category 79340000 of the CPV classification, as identified in detail in the Tender Documents.

#### **ECONOMIC OPERATOR**

Any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings which offers the supply of products or the provision of services or the execution of works.

#### **ESTIMATED VALUE**

The potential cost of the Contract, estimated by the Contracting Authority, exclusive of VAT, including any form of options and any renewals of the contract, as explicitly set out in the tender documents.

#### **INTERESTED ECONOMIC OPERATOR**

Any economic operator associated with the tender procedure.

#### **LAW**

The Coordination of Procedures on the Public Procurement and on Related Matters Law of 2016 (Law 73(I)/2016), as amended in each case.

#### **REGULATIONS**

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

GRANT AGREEMENT NUMBER — 826015 — Refresh from 10.12.2018 between the Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) and the Coordinator PANAGROTIKOS FARMERS UNION, and the following other beneficiaries: UNION OF HELLENIC CHAMBERS, BULGARIAN NATIONAL HORTICULTURAL UNION and NATIONAL ASSOCIATION INTERPROFESSIONAL ORGANIZATION "PRODCOM" LEGUME FRUCTE OF ROMANIA

**REPRESENTATIVE**

The person representing the Tenderer.

**TENDER**

The technical and financial proposal for implementation of the Contract Scope, drawn up and submitted by the Tenderer in the manner and under the terms described in the Tender Documents.

**TENDER DOCUMENTS**

The documents referred to in paragraph 4.2 as well as any addenda thereto.

**TENDERER**

Any Economic Operator, which has submitted a tender.

2. Any other terms used in the present Part A of the Tender Documents shall have the meanings ascribed to them by the Law, the Regulations or any other part of the Tender Documents.
3. The headings, article titles, subtitles and table of contents are used for convenience and shall not be taken into consideration in the interpretation of the Tender Documents.

**2. KEY DETAILS OF THE TENDER PROCEDURE**

		<b>Contract Notice</b>
<b>2.1</b>	<b>Tender procedure No.</b>	<b>2019</b>
<b>2.2</b>	<b>Contract Scope</b>	Information and promotion about fruits and vegetables in the context of proper dietary practices, falling under category 79340000
<b>2.3</b>	<b>Estimated Value</b>	Three millions nine hundreds eighty two thousands four hundred forty nine (3.982.449) Euro exclusive of VAT.
<b>2.4</b>	<b>Financing</b>	European Union Contribution by 80% and by own contribution of the Contracting Authorities by 20%
<b>2.5</b>	<b>Tender procedure</b>	Accelerated Open tender procedure for the award of a service contract.
<b>2.6</b>	<b>Award Criterion</b>	Most economically advantageous tender based on the best price-quality ratio.



<b>Contract Notice</b>		
<b>2.7</b>	<b>Contracting Authorities</b>	<p><b>Panagrotikos Farmers Union as Coordinator</b>  15 K. Matsi &amp; Samou, Elvasti Building 1st Floor Nicosia,  1687, Cyprus  +357 22 423267  +357 22422809  panagrotikos@panagrotikos.org.cy  and on behalf of</p> <p><b>1. Union of Hellenic Chambers</b>  6, Akadimias str, 10671 Athens, Greece  Tel/Fax: +30 2103387104  Email: vassapost@uhc.gr  Web: http://www.uhc.gr</p> <p><b>2. Bulgarian National Horticultural Union</b>  5 Gergina str. Bankya, 1320, Sofia  Tel: +359 29880259  Email: bnhu@abv.bg  Web: http://www.bnhu.bg</p> <p><b>3. National Association Interprofessional  Organization "PRODCOM" Legume Fructe of  Romania</b>  1, Walter Maracineanu Square, 010155, Bucharest  Romania  Tel: +40 733327000  Email: oipalegumefructe@yahoo.ro  Web: http://www.oipalegumefructe.ro</p>
<b>2.8</b>	<b>Competent Official</b>	<p><b>Anastasis Yiapanis, General Secretary</b>  15 K. Matsi &amp; Samou, Elvasti Building 1st Floor  Nicosia, 1687, Cyprus</p> <p>+357 22 423267  +357 22422809</p> <p>panagrotikos@panagrotikos.org.cy</p>
<b>2.10</b>	<b>Period of time during which the Tender Documents may be available</b>	Until the deadline of the submission of tenders.
<b>2.11</b>	<b>Method and Place for collection of the Tender Documents</b>	Free of charge, from the <a href="http://www.panagrotikos.org.cy">http://www.panagrotikos.org.cy</a>
<b>2.12</b>	<b>Deadline for the Submission of Comments / Questions / Recommendations</b>  Dispatch of answers by the Contracting Authority	<ul style="list-style-type: none"> <li>• By <b>25.03.2019 – 14:00</b></li> <li>• By <b>29.03.2019 – 14:00</b></li> </ul>
<b>2.13</b>	<b>Deadline for the Submission of</b>	by <b>12:00</b> hours of <b>05.04.2019</b>

<b>Contract Notice</b>		
	<b>Tenders</b>	
<b>2.14</b>	<b>Place of Submission of Tenders</b>	15, K. Matsi & Samou, Elvasti Building, 1st Floor 1687, Nikosia, Cyprus
<b>2.15</b>	<b>Commitment not to Withdraw the Offer</b>	<b>5% of Tender Value</b>
<b>2.16</b>	<b>Period of Validity of Tenders</b>	2 months from the deadline of submission of Tenders
<b>2.17</b>	<b>Language in which Tenders must be drawn up</b>	English
<b>2.18</b>	<b>Currency of Tenders</b>	Euro
<b>2.19</b>	<b>Estimated date of notification of tender procedure results</b>	<b>15 days</b> , from the deadline of the submission of tenders
<b>2.20</b>	<b>Estimated date of contract signature</b>	<b>30 days</b> , from the deadline of the submission of tenders
<b>2.21</b>	<b>Location where the Services will be provided</b>	<i>Germany Poland Czech Republic and the Member States of the Contracting Authorities</i>
<b>2.22</b>	<b>Duration of Contract Execution</b>	<b>36</b> months from the date of commencement of the implementation of the Contract Scope

### **3. LEGAL FRAMEWORK**

#### **3.1 Applicable legislation**

1. The Tender Procedure shall be conducted in accordance with the relevant Laws and Regulations of the Republic of Cyprus on the award of public contracts, as amended and in force.
2. 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
3. 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
4. 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

5. GRANT AGREEMENT NUMBER — 826015 — Refresh from 10.12.2018 between the Consumers, Health, Agriculture and Food Executive Agency (CHAFEA) and the coordinator PANAGROTIKOS FARMERS UNION, and the following other beneficiaries: UNION OF HELLENIC CHAMBERS, BULGARIAN NATIONAL HORTICULTURAL UNION and NATIONAL ASSOCIATION INTERPROFESSIONAL ORGANIZATION "PRODCOM" LEGUME FRUCTE OF ROMANIA

### **3.2 General principles**

1. Participation in the tender procedure is open to all interested economic operators meeting the legal, financial, technical or other requirements provided for in the Tender Documents.
2. By submitting their Tenders, Tenderers are assumed to be familiar with all relevant laws and Regulations which affect, either directly or indirectly, the tender procedure and the implementation of the Contract Scope.
3. The Competent Body shall deem admissible the Tenders which comply with all terms, conditions and specifications of the Tender Documents, while it also may, in its absolute judgement and at its sole discretion, deem admissible Tenders exhibiting minor deviations. Minor deviations shall be taken to mean deviations which do not affect the extent of the Contract Scope or the quality of its execution, do not substantially limit the rights of the Contracting Authority or the obligations of the Contractor, and do not impair the principle of equal treatment of Tenderers.
4. Tenders which the Competent Body judges to be vague and impossible to be evaluated or contain terms which are contrary to the contents of the Tender Documents and/or conditional terms, shall be designated as inadmissible and shall be rejected.
5. Any attempt by or on behalf of a Tenderer to influence in any way whatsoever the judgement of the Contracting Authority or of the Competent Body in the discharge of their duties in connection with the tender procedure or its outcome, shall result in the rejection of its Tender.
6. Tenderers who have obtained or taken in their possession, without legal authority and at their own initiative, information or documents of a secret nature in connection to the tender procedure, shall be excluded from participation.

### **3.3 Protection of economic operators**

1. Every interested economic operator who has or had an interest in being awarded the Contract and who has sustained or is likely to sustain a loss as a result of an act or decision of the Contracting Authority which precedes the signature of the Contract and for which it is alleged that it violates any provision of the legislation in force, has the right to file a recourse to the Tenders Review Authority in accordance with the provisions of the Law on the Review Procedures.
2. To file a recourse to the Tenders Review Authority, the applicant must pay a non-refundable fee which is deposited into the General Government Account. More details are given in the Website of the Tenders Review Authority ([www.tra.gov.cy](http://www.tra.gov.cy)).

## 4. DETAILS OF TENDER DOCUMENTS

### 4.1 *Ownership and use of the Tender Documents*

1. All information contained in the Tender Documents and all rights thereon are the property of the Contracting Authority.
2. Use of the Tender Documents by the interested economic operators is restricted to the purposes of preparation of their Tenders.

### 4.2 *Contents of the Tender Documents*

1. The Tender Documents comprise the following:
  - a. The Contract Notice.
  - b. The present Part A 'Instructions to Economic Operators'
  - c. Part B 'Agreement and Special Conditions of Contract'
  - d. Annex I 'General Conditions of Contract'
  - e. Annex II Terms of Reference – Technical Specifications'
  - f. The attached Appendix containing Templates and more specifically:
    - **Form 1:** Commitment not to withdraw the Tender.
    - **Form 2:** Solemn Declaration Certifying the Tenderer's Personal Situation.
    - **Form 3:** Economic and Financial Standing.
    - **Form 4:** Technical and Professional Ability.
    - **Form 5:** CV
    - **Form 6:** Technical Offer.
    - **Form 7:** Project Team Presentation Table.
    - **Form 8:** Financial Offer
    - **Form 9:** Evaluation Criteria Table
    - **Form 10:** List of Contractor's Certificates.
    - **Form 11:** Performance Guarantee (English)
    - **Form 12:** Declaration of other Entities
2. If it is found that the tender documents are incomplete, as compared against the table of contents of the preceding paragraph, economic operators are entitled to request its completion. Recourses filed against the legality of the tender procedure on the grounds of non-completeness of the tender documents shall be rejected as inadmissible.

### **4.3 Receipt of Tender Documents**

1. Economic Operators may receive a copy of the Tender Documents, free of charge, via website of Panagrotikos Farmers Union ([www.panagrotikos.org.cy](http://www.panagrotikos.org.cy)) or by email upon request (mail to: panagrotikos@panagrotikos.org.cy).

## **5. PROVISION OF CLARIFICATIONS ON THE TENDER DOCUMENTS**

### **5.1 Clarifications by the Contracting Authority**

1. The Contracting Authority may make additions, corrections or modifications of a small scale to the terms of the Tender Documents, which should be made available to all interested economic operators within the period specified in paragraph 2.12.

### **5.2 Submission of questions in writing by the interested economic operators**

1. Any clarification questions, recommendations, comments and/or remarks regarding the terms of the Tender Documents shall be submitted by interested economic operators within the period specified in paragraph 2.12. The requests for clarifications must be submitted via email (panagrotikos@panagrotikos.org.cy).
2. As long as clarification requests, recommendations, comments and/or remarks are requested in accordance with the above, the Contracting Authority notifies supplementary documents and/or clarifications where deemed necessary within the period specified in paragraph 2.12, whilst a relevant notification will be dispatched to all Economic Operators associated with the competition.
3. Under any circumstances, interested economic operators cannot invoke verbal responses/answers/explanations given by Contracting Authority's officers. The Contracting Authority is not bound by any verbal responses/answers/explanations.

## **6. ELIGIBILITY AND REQUIREMENTS FOR PARTICIPATION**

### **6.1 Eligibility for participation**

1. Eligible for participation in the present tender procedure are natural or legal persons (governed by public or private law) or consortia of natural and/or legal persons lawfully established in Cyprus or in any other Member State of the European Union (EU) or of the European Economic Area (EEA) or in third countries who have signed and ratified the International Government Procurement Agreement (GPA) or have signed and ratified association agreements or bilateral agreement with the EU or with the Republic of Cyprus in the sector of Public Procurement.
2. Consortia of natural and/or legal persons may submit a joint Tender on the following conditions:
  - a. That the rate of participation of each person is stated in the Tender.
  - b. That all persons participating in the Consortium fulfil the requirement of establishment specified in paragraph 1 above.
3. Consortia are not obliged to take a specific legal form either for the submission of the Tender, nor for the signature of the Contract.

4. Every natural or legal person may participate in the tender procedure either individually or in one consortium only.
5. To implement the Contract Scope, the Tenderer may use subcontractors, whom it is obliged to name in its Technical Offer, also mentioning the part of the Contract Scope that they shall undertake. It is understood that in the event the Tenderer intends to subcontract to third parties any share of the contract, the Tenderer, in preparing his Tender, has been informed on whether the same subcontractor participates in more than one (1) Tender of the same tender procedure under any capacity.
6. The same requirements for the lawfully establishment as described in item (1) above, must be met by the entities whose capacities the Tenderer is invoking, within the meaning of paragraph 6.3 or/and paragraph 6.4.

## **6.2 *Personal situation of the Tenderer***

1. To be able to sign the Contract, interested economic operators must meet the following requirements concerning their personal situation:
  - a. They must not have been convicted by final judgement and neither have admitted:
    - i. participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime,
    - ii. corruption as defined in Article 3 of the Convention of the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA,
    - iii. fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities of 27/11/1995,
    - iv. terrorist offences or offences linked to terrorist as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or inciting, aiding or abetting an offence as defined in Article 4 of the aforementioned Decision,
    - v. money laundering or terrorist financing, as defined in Article 2 of the national laws for the Prevention and Suppression of Money Laundering and Terrorist financing Laws of 2007 - 2016,
    - vi. child labour and other forms of trafficking in human beings in accordance with Article 2 of the Law 60(l) of 2014 on the Prevention, Fighting against Trafficking in and Exploitation of Human Beings and Protection of Victims.

It is noted that the obligation of the Contracting Authority to exclude economic operators from the procurement procedure is also applicable if the person convicted by final judgement or having admitted any of the above, is a member of an administrative, management or supervisory body of the economic operator or has powers of representation, decision or control therein.

- b. They must not be in breach of their obligations relating to the payment of taxes or social security contributions as at the Contract signing date, where these have been established by a judicial or administrative decision having final and binding effect in accordance with

the legal provisions of the Republic of Cyprus or with those of the country where they are established.

It is noted that the Contracting Authority can exclude an economic operator from participation in the procurement procedure where it can demonstrate by any appropriate means that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions.

- c. They must not be bankrupt or the subject of insolvency or winding-up proceedings, their assets must not administered by a liquidator or by the court, they must not be in an arrangement with creditors, their business activities must not be suspended and they must not be in any analogous situation arising from a similar procedure under national laws and regulations.
  - d. They must not be guilty of grave professional misconduct which renders their integrity questionable, as this can be demonstrated by the Contracting Authority by appropriate means.
  - e. They must not have entered into agreements with other economic operators aimed at distorting competition, where the Contracting Authority has reasonably plausible indications to conclude so.
  - f. They must not have a conflict of interest within the meaning of Article 6 of Law, that cannot be effectively remedied without excluding them from participation in the tender procedure.
  - g. They must not have distorted the competition from the prior involvement in the preparation of the procurement procedure, as referred to in Article 38 of Law, unless this can be effectively remedied without excluding them from participation in the tender procedure.
  - h. They must not have shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions.
  - i. They must not be guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, must not have withheld such information or are not able to submit the supporting documents required pursuant to Article 59 of Law,
2. It is understood that if the interested economic operator is a consortium of persons, the above requirements must be met by all consortium members.
  3. The same requirements must be met by the entities whose capacities the Tenderer is invoking, within the meaning of related items in paragraphs 6.3 and 6.4.
  4. Where corrective actions have been taken by the tenderer in relation to any events / situations which may be considered as one of the above-mentioned grounds for exclusion, such action shall be declared by the tenderer within their tender. The Contracting Authority will examine the statements made by the Tenderer and, if judged to be unsatisfactory, before any rejection of the tender and in order to reach its final decision, it will request its views in writing.

### **6.3 Economic and financial standing**

To participate in the tender procedure, interested economic operators must meet the following requirements concerning their economic and financial standing:

1. The average annual turnover for the last three (3) financial years must be at least equal to the estimated value of the contract.
2. It is understood that if the interested economic operator is a consortium of persons, it is sufficient for the above requirements to be met cumulatively by the consortium members.
3. Pursuant to the provisions of article 63 of Law 73(I)/2016, an interested economic operator may rely on the capacities of other entities, regardless of the legal connections between them. In such a case, the tenderer must be able to prove to the Contracting Entity that it shall have at its disposal the resources necessary.

### **6.4 Technical and professional ability**

To participate in the tender procedure, interested economic operators must meet the following requirements concerning their technical and professional ability:

1. They must, during the last five (5) years, have completed successfully at least 3 contracts, with a value amounting to at least **1.000.000** euro each and having as their scope the provision of services **for information and promotion of agricultural products in the internal market of third countries**, with a minimum participation rate of **50%**.

The term “completed” shall mean that implementation of the respective contract is at least 50% complete.

2. They must include in the proposed Project Team which will responsible for the implementation of the Contract Scope, as key experts, personnel whose qualifications cover the minimum required as listed below:

#### **Key Expert 1: Contractor’s Project Manager**

*Bachelor Degree*

*10 years general professional experience*

*5 years specific professional experience in managing information and promotion projects for agricultural products*

#### **Key Expert 2: Contractor's Financial Manager**

*Bachelor Degree*

*5 years general professional experience*

*2 years specific professional experience in managing information and promotion projects for agricultural products*

In addition to the above key expert, Tenderers should also include in the Project Team other experts, if they deem that necessary for the successful implementation of the Contract Scope and in specific:



- One (1) PR Manager with a Bachelor Degree and minimum 3 years of general professional experience
- One (1) Events Manager with a Bachelor Degree and minimum 3 years of general professional experience

The cost of supporting personnel must be considered when defining the financial offer.

3. It is understood that if the interested economic operator is a consortium of persons, the above requirements could be met cumulatively by the consortium members. It should be noted that the criterion regarding the successful implementation of contracts, could be fulfilled cumulatively only in terms of number of contracts.
4. Pursuant to the provisions of article 63 of Law 73(I)/2016, an interested economic operator may rely on the capacities of other entities, regardless of the legal nature of the links it has with them. In such a case, it must be able to prove to the Contracting Authority that it shall have at its disposal the resources necessary.
5. Interested economic operators should be certified in quality assurance standards, by a recognised Institute or Organisation established in Member States of the European Union, or other organisations establish in Countries specified in paragraph 6.1(1) hereof, for the provision of services similar to those put out to tender, or hold some other equivalent certification issued by Organisations established in Member States of the European Union, or other organisations establish in Countries specified in paragraph 6.1(1) hereof. It is understood that if the interested economic operator is a consortium of persons, the above requirements must be met at least by one of the consortium members.

## **6.5 Commitment not to withdraw the Tender**

1. In the eventuality that the Tenderer:
  - a. After the expiry of the deadline for the submission of Tenders, withdraws its Tender or a part thereof, during its period of validity, or
  - b. has submitted any false declaration or false certificate, or
  - c. Having been notified of the acceptance of its Tender by the Contracting Authority during the period of validity of the Tender, and having been notified to present himself for signing the Contract:
    - (i) Refuses or neglects to provide within the specified time limit any Certificate and/or other document and/or the Performance Guarantee and/or fulfil any other of its obligations deriving from his participation in the present tender procedure, or
    - (ii) Refuses or neglects to sign the Contract.

He may be subject to the following penalties:

- a. Declaration in default and deprivation of all of their rights to the Award of the Contract,
- b. The penalties provided by the Law and the Regulations regarding participation in future tender procedures for the award of a public contract.

2. Furthermore, the Tenderer undertakes the obligation to pay, by way of indemnification, an amount equal to 5% of their financial offer submitted, or part thereof which has been withdrawn.

## **7. DETAILS OF TENDERS**

### **7.1 Ownership**

1. The Contracting Authority will own the Tenders submitted in under the present tender procedure and the Tenderers are not entitled to the return of their Tenders by the Contracting Authority.
2. It is understood that any information contained in the submitted tenders will be used by the Contracting Authority for evaluation purposes and in compliance with the provisions of the Law.

### **7.2 Confidentiality**

1. The Contracting Authority shall consider the legitimate interests of the Tenderers concerning the protection of secrecy which applies to technical or trade aspects of their businesses.
2. Tenderers may specify in their technical offers the information which they consider to be confidential and which cannot be disclosed to third parties, stating the reasons for considering such information to be confidential.

### **7.3 Period of validity**

1. The period of validity of the Tenders is the period stated in paragraph 2.16 above. Tenders specifying a shorter period of validity than the one mentioned above shall be rejected as inadmissible.
2. The validity of Tenders may be extended, if requested by the Contracting Authority, in accordance with the Regulation.
3. Should the issue of extension of the validity of the Tenders arise, the Contracting Authority shall address a written question to the tenderers prior their expiry date, as to whether they accept the extension for a specific period of time. The tenderers must reply within the period specified by the Contracting Authority and if they refuse to extend the validity of their Tenders, such Tenders shall be rejected as inadmissible.

### **7.4 Variants**

Variants for all or part of the Contract Scope shall not be admitted to this tender procedure.

### **7.5 Submission of Tenders for part of the Contract Scope**

Tenders for a part of the Contract Scope shall not be admitted.

## **8. FORMAT AND SUBMISSION OF TENDERS**

### **8.1 Time and place of submission**

1. Economic operators must submit their Tenders no later than the deadline for the submission of Tenders specified in paragraph 2.13.

2. Tenders must be submitted by post or courier services or in person by an authorized, by the Tenderer for that purpose, person.
3. Tenders which were submitted after the specified date and time are considered to be late and shall not be taken into consideration.
4. Tenderers are allowed to modify or withdraw their submitted Tenders, any time PRIOR to the deadline.
5. With the exception of the provisions of paragraph 9.5, no clarification, modification or rejection, by the tenderer, of a term of its Tender is allowed after the expiry of the deadline for the submission of Tenders.
6. Tenderers do not have the right to withdraw their Tenders or any part thereof after the expiry of the deadline for the submission of Tenders. If a Tender or any part thereof is withdrawn after this date, the Tenderer shall be subject to penalties and in particular to:
  - a. Declaration of the Tenderer in default and deprivation of all of its rights to the Award of the Contract,
  - b. a compensation of amount payable to the Contracting Authority equal to 5% of the Tenderer's financial offer or part thereof which has been withdrawn, and
  - c. The penalties provided for by the Law and the Regulations regarding participation in future tender procedures for the award of a public contract.

## **8.2 Format of Tenders and Submission**

1. Tenders must be drawn up as determined in the Tender Documents, and must be submitted in a single sealed Dossier in the language specified in paragraph 2.17.
2. The Tender contains three (3) Sub-folders with all the information pertaining to the Tender, as follows:
  - A. "Eligibility Criteria sub-folder"
  - B. "Technical Part sub-folder"
  - C. "Financial Offer Sub-folder"
3. If the Tender contains abbreviations to denote technical or other concepts, the Tenderer must provide definitions of the abbreviations in an accompanying table.
4. All Forms / Declarations requiring signature to be submitted, must be signed by an authorised person.

## **8.3 Contents of Sub-folders**

### **8.3.1 Contents of "Eligibility Criteria" Sub-folder**

1. The "Commitment not to Withdraw the Tender" (Form 1).
2. For certifying the eligibility for participation, one of the following:
  - a. If the Tenderer is a legal person, proof of its establishment.

- b. If the Tenderer is a consortium of natural and/or legal persons, the above supporting documents should be submitted for each legal person participating in the consortium. A Cooperation Agreement, signed by all parties in the consortium, should also be submitted, stating:
  - (i) The intention of each participant to participate in the consortium,
  - (ii) The participation rate of each member in the consortium,
  - (iii) The consortium member to act as the leader of the consortium, and
  - (iv) The person appointed as Representative of the consortium.
3. For certifying the Economic and Financial Standing of the Tenderer, Form 3 duly completed. It should be noted that the Contracting Authority may request from the tenderers at any time during the evaluation procedure, to submit any documentation considered necessary, regarding the data declared in Form 3.
4. For certifying the technical and professional ability of the Tenderer, the following:
  - a. A list of the personnel employed by the Tenderer under a permanent employment relationship, using Form 4.
  - b. A list of a maximum of ten (10) contracts, using Form 4.
  - c. Documentation for the successful implementation of the contracts, as follows:
    - If the Employer is a Public Entity, a relevant certificate issued by the competent Public Authority.
    - If the Employer is a private entity, a certificate from that private entity or, failing this, a simple declaration by the Tenderer in which contact details are given of a person at the entity where the contract was executed.
  - d. Detailed CVs of the key experts (Form 5).
  - e. A certificate issued by an independent organisation, attesting the compliance of the Tenderer with quality assurance standards or other equivalent certification issued by bodies established in other Member States of the European Union, or other organisations establish in Countries specified in paragraph 6.1(1) hereof. It is understood that if the interested economic operator is a consortium of persons, the above requirements must be met at least by one of the consortium members.
5. If the Project Team includes key experts who are not in the permanent employment of the Tenderer, declarations by these persons, stating that a relevant cooperation agreement with the Tenderer exists and that they accept the terms of the tender procedure.
  - If the Tenderer relies on the capacities of other entities within the meaning of related items in paragraphs 6.3 and/or 6.4, submission of declarations by these entities, whereby they guarantee to the Contracting Authority that, should the Tenderer be appointed Contractor, they shall place at its disposal the necessary resources as appropriate (Form 12).

It is understood that in such a case, the supporting documents of items (3) and (4) should also include the information/documents concerning these entities, depending on the resources

made available. In addition, the supporting document of item (2)(a) above should also be included.

In the event that the Tenderer relies on the capacities of other entities and the Project Team includes key experts that are in the permanent employment of these other entities, then the declarations by these experts as requested by paragraphs 5 above and 8.3.2, is **not** required.

### **8.3.2 Contents of “Technical Part” Sub-folder**

The Technical Part comprises of:

1. Technical Offer Form (Form 6)
2. Analysis of the technical Part as following:

#### **Section A:**

##### a. UNDERSTANDING THE REQUIREMENTS OF THE CONTRACT

Detailed description of the way in which the Tenderer intends to approach the implementation of the Contract Scope, from which it should be established that the Tenderer understands:

- The requirements of the Contract, as these derive from the Terms of Reference and Technical Specifications of Annex II of the Tender Documents,
- The critical issues which are related to the achievement of the objectives of the Contracting Authority,
- The risks and assumptions which may affect the smooth implementation of the Contract Scope. It is understood that reference to such risks or assumptions shall not make such risks and assumptions a part of the Contract and shall not change the rights and obligations of the parties as these derive from the Contract.

##### b. STRATEGY FOR IMPLEMENTATION OF THE CONTRACT SCOPE

- Detailed description of the methodology that the Tenderer intends to adopt for implementing the Contract Scope, with emphasis on quality assurance procedures, existing know-how and the tools to be used for the provision of the requested services.
- Appropriate description and breakdown of the Contract Scope into activities and work packages to support the execution of activities, with further breakdown of work packages into specific tasks, in accordance with the requirements stated in the Terms of Reference and Technical Specifications of Annex II of the Tender Documents.
- Identification and detailed description of the deliverables of the Contract.
- Statement regarding the subcontractors that the Tenderer intends to use and the precise part of the Contract Scope that they shall implement.

##### c. ACTIVITIES SCHEDULE

- Detailed schedule of the activities, work packages and deliverables of the Contract.

#### **Section B: Project Team**

- a. A detailed description of the organisational structure of the Project Team and of the roles/duties of its members.
- b. Presentation of the Project Team in Form 7.
- c. CVs of the other experts participating in the Project Team, using Form 5. The CVs of the other experts shall be considered in the evaluation indicated in Form 9.
- d. If the Project Team includes other experts who are not in the permanent employment of the Tenderer, declarations by these persons should be submitted, stating that a relevant cooperation agreement with the Tenderer exists and that they accept the terms of the tender procedure.

### **8.3.3 Contents of “Financial offer” Sub-folder**

1. The “Financial Offer” (Form 8).
2. For the preparation of the Financial Offer the following must be considered:
  - a. In every case where price is omitted in the Financial form for specific items/services, it shall be deemed that the corresponding price is included in the other prices and the Contractor shall not be entitled to seek any additional remuneration for these items/services.
  - b. In the case of a discrepancy between the unit rate and the total price, the unit rate shall prevail.
  - c. The rates and the total price of the offer shall be denominated in the currency specified in paragraph 2.18. Prices shall be quoted exclusive of VAT.
  - d. In completing the Financial Offer Form, the Tenderer must consider the deductions, if any, made under the law, and all other expenses required for meeting its obligations, as well as its expenses and profit.
  - e. The prices offered must be inclusive of the duties and taxes payable, and of the contributions, if any, levied under European Union laws on imported products. The prices offered shall be deemed final and shall not be affected by any variations of the aforementioned taxes, duties and/or contributions.
3. Submission of the Financial Offer in any other way whatsoever will result in its rejection.
4. The Financial Offer should also include analysis of the cost of each activity and where necessary breakdown sub - activity, according to the proposed analysis of their Technical Offer.
5. If the price offered does not result clearly from the Financial Offer, the Tender shall be rejected as inadmissible.

## **9. CONDUCT OF THE TENDER PROCEDURE**

### **9.1 *Opening of Tenders***

1. The opening of the tenders submitted in time shall be carried out by authorised persons, after the expiry of the deadline for the submission of tenders as shown in paragraph 2.13.

2. The sub-folders “Eligibility Criteria” and “Technical Part” are opened.
3. Assessment and evaluation of Technical Offers are carried out for the Tenders that have not been rejected in the stage of verification of the participation credentials.
4. Opening of the “Financial offer” Sub-folder shall take place for the Tenders that have not been rejected in the technical evaluation stage.

### **9.2 Verification of eligibility and requirements for participation**

1. After the opening of the “Eligibility Criteria” and “Technical Part” Sub-folders, the Competent Body shall first verify the fulfilment of the requirements for participation as well as the correctness and completeness of the submitted supporting documents. The results of this verification should be recorded in a form.
2. If the verification procedure establishes that there are Tenders which do not meet the requirements or the disqualification reasons of paragraph 6.2(1)(a) and (c)-(i) are valid, and having considered any actions that have been declared pursuant to paragraph 6.2(4), the Contracting Authority considers such Tenders as inadmissible, their Technical Offers shall not be evaluated and their Financial Offers is not opened. Such Tenders shall be rejected by the Contracting Authority, through its Competent Body.

### **9.3 Evaluation of Technical Part**

1. The Competent Body shall proceed with the evaluation of the Technical Offers submitted in order to establish their completeness and determine whether or not they meet the requirements and specifications of the Contract Scope, and shall enter in a special form any Offers which it deems should be rejected, detailing for each one of them the exact grounds for rejection.
2. Technical offers are evaluated in accordance with the criteria set in the relevant Table (Form 9).
3. The mark given to each individual criterion is set to a maximum of 100 points.
4. The mark of each individual criterion shall be weighted using the weighting factor for that particular criterion and rounded to 2 decimal digits.
5. By adding the weighted mark of every individual criterion within each group of criteria, the total mark of that group is obtained.
6. The final technical evaluation mark (T) is the sum of the marks of the section’s criteria.
7. The final Technical Offer marks will be entered in a special form by the Competent Body, with adequate justification of the mark.
8. With the completion of the above-mentioned evaluation stages, the Award Competent Body, shall decide to reject or not the tenders. The tenders that have not been rejected from the Award Competent Body, shall proceed to the opening of their Financial Offer Sub-section.

### **9.4 Evaluation of Financial Offers**

1. The Competent Body shall verify the contents of the Financial Offer Sub-section, to determine the degree to which they meet the requirements of the Tender Documents.

2. If the verification procedure establishes that there are Tenders which do not satisfy the relevant terms and conditions as required by the Tender Documents, then the Contracting Authority, through its Competent Body, shall reject these Tenders.
3. Where the Competent Body considers a Financial Offer to be abnormally low, the Competent Body must request in writing the Tenderer to supply, within five (5) days of being requested to do so, those clarifications about the composition of its Offer which the Competent Body may deem advisable, as per the provisions of article 69 of Law 73(I)/2016. The Competent Body shall examine the clarifications and shall decide whether to accept or reject the tender.
4. For the Evaluation of the Financial Offers, the relative cost C of each Tender is calculated as follows:

$$C = \frac{\text{Financial Offer of Lowest Bidder}}{\text{Financial Offer under Evaluation}} \times 100$$

Where:

- Financial Offer under Evaluation: the total amount for which the Tenderer intends to implement the Contract,
- and,
- Financial Offer of Lowest Bidder: the price of the Tender with the lowest Financial Offer.

### **9.5 Clarifications on the Tenders**

1. The Contracting Authority may request a Tenderer to provide clarifications regarding the contents of its Tender, throughout the evaluation procedure. In such a case, the provision of clarifications is mandatory for the Tenderer and is not considered to be a counter-offer.
2. Where information or documentation to be submitted by economic operators is or appears to be incomplete or erroneous or where specific documents are missing, the Contracting Authorities may request the economic operators concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit provided that such requests are made in full compliance with the principles of equal treatment and transparency. Economic operators in this case are obliged, under penalty of disqualification, to supply such missing information within **five (5)** working days from the day on which they are requested to do so.
3. From the clarifications supplied by Tenderers in accordance with the above, only those concerning the issues for which they were requested shall be considered.

### **9.6 Conclusion of the Evaluation**

1. The establishment of the final ranking of Tenders in decreasing order of their final mark is calculated as follows:



$$L = T * 65\% + C * 35\%$$

where:

T = the Technical Offer evaluation mark, and

C = the relative cost of the Financial Offer.

2. The Tender with the highest mark L shall be considered to be the most advantageous Tender based on best price-quality ratio.
3. In cases where the marks of two or more Tenders are the same, these Tenders are ranked in decreasing order of their Technical Offer mark.

## **10. CONCLUSION OF THE TENDER PROCEDURE**

### **10.1 Award of Contract**

The Contract is awarded to the Tenderer whose Tender is found, after the conclusion of the evaluation procedure, to be the most economically advantageous tender based on price-quality ration.

### **10.2 Notification of the results of the tender procedure**

1. The Contracting Authority shall inform the candidate Contractor of the Award Decision.
2. The Contracting Authority shall notify the Tenderers of the decision taken and of the reasons for it, as per the provisions of article 54 of Law 73(I)/2016.

### **10.3 Cancellation of the tender procedure**

1. The tender procedure may be cancelled before the specified deadline for the submission of Tenders for specific and justified reasons, by decision of the Contracting Authority.
2. Cancellation of the tender procedure after expiry of the deadline for the submission of Tenders may be decided where one or more of the following conditions apply:
  - a. When no Tender has been submitted within the specified deadline,
  - b. When the circumstances under which the tender procedure was announced have changed to such an extent that the scope of the tender procedure is no longer necessary, or
  - c. In the event of any other serious unforeseeable cause, which the Competent Body deems to be justified.
3. The interested economic operators / Tenderers do not maintain and shall waive any claim against the Contracting Authority on account of such cancellation, if any, without prejudice to the rights defined in paragraph 3.3 above.

### **10.4 Drawing up and signature of the Agreement**

1. The Tenderer who has been awarded the Contract is obliged to present himself, within a period of fifty (15) days of receipt of the relevant invitation of the Contracting Authority, for signing the relevant Agreement (Part B of the Tender Documents). If the aforementioned deadline expires

and the Tenderer has not presented himself to sign the Agreement, then he shall be declared in default of the Award made to him and of all rights deriving from it, and the Tenderer shall be subject to the penalties refer to in paragraph 6.5.

2. In such a case, the Contracting Authority has the right to refer the matter back to the Competent Body, with a view to awarding the Contract to the Tenderer who has submitted the next, as per the ranking of paragraph 9.6. it is Understood that the Tenders are valid at the date of award.
3. The Tenderer who has been awarded the Contract is obliged to present himself for signing the Agreement, also providing the following items:
  - a. The Certificates / Declarations contained in the relevant Table (Form 10),
  - b. The authorisation documents for the person who shall sign the Agreement,
  - c. In the case of a consortium of persons, a final Cooperation Agreement determining the participation rate of each member in the consortium, the legal representative of the consortium and the consortium member to act as the leader of the consortium. It is understood that this information can not be different from that defined in the cooperation agreement of paragraph 8.3.1.
  - d. The Performance Guarantee for the Contract, in accordance with the provisions of the following paragraph.

### **10.5 Performance Guarantee**

1. The amount of the Performance Guarantee must cover 5% of the Contract price.
2. The Performance Guarantee for the Contract shall be returned to the Contractor after the final qualitative and quantitative acceptance of the Contract Scope and after the claims, if any, of both parties have been settled, while it shall be automatically forfeited in favour of the Contracting Authority in the event of failure by the Contractor to fulfil its obligations, as these derive from the Contract.
3. The Performance Guarantee for the Contract shall be issued by financial institutions or other legal persons lawfully operating in Cyprus or in other countries of the European Union (EU) or of the European Economic Area (EEA) or in third countries who have signed and ratified the International Government Procurement Agreement (GPA) or in other countries who have signed and ratified association agreements or bilateral agreements with the EU or with the Republic of Cyprus, and having the right to issue such guarantees in accordance with the legislation of these countries.
4. The Performance Guarantee for the Contract must be in the format of Form 11.
5. In the case of a consortium, the Guarantee must state that it covers jointly and severally all consortium members.

REFRESH 826015

PART **B**: AGREEMENT – SPECIAL CONDITIONS OF CONTRACT



ΚΕΝΤΡΙΚΗ ΕΝΩΣΗ  
ΕΠΙΜΕΛΗΤΗΡΙΩΝ  
ΕΛΛΑΔΟΣ



## ***Table of Contents***

<b>PART B: CONTRACT AGREEMENT – SPECIAL CONDITIONS OF CONTRACT</b> .....	<b>3</b>
PREAMBLE.....	3
STRUCTURE OF THE CONTRACT .....	3
CONTRACT SCOPE.....	4
Accession To The agreement.....	4
CONTRACT VALUE .....	4
GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE CONTRACT.....	4
ORGANISATION AND ADMINISTRATION OF CONTRACT IMPLEMENTATION .....	4
DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION.....	5
REPORTS .....	5
CONDITIONS AND PROCEDURE FOR PAYMENT.....	5
PERFORMANCE GUARANTEE .....	6
REPLACEMENT OF PERSONNEL.....	6
TAX AND CUSTOMS ARRANGEMENTS.....	7
SETTLEMENT OF DISPUTES.....	7
LAW AND LANGUAGE OF THE CONTRACT.....	7
COMMUNICATION BETWEEN THE PARTIES .....	7

## PART **B**: CONTRACT AGREEMENT – SPECIAL CONDITIONS OF CONTRACT

### PREAMBLE

The Panagrotikos Farmers Union as Coordinator, having its headquarters in **15 K. Matsi & Samou, Elvasti Building 1st Floor**, Nikosia, Cyprus VAT number: CY90002386D (hereinafter “Coordinator”) legally represented by **<name and surname, capacity>**

and the following other Contracting Authorities, if they sign their ‘Accession Form’ (see Annex I):

- Union of Hellenic Chambers having its headquarters in 6, Akadimias str., Athens 10671, Greece, VAT number: EL090165823,

- Bulgarian National Horticultural Union having its headquarters in 5, Gergina Str, Bankya 1302, Sofia District Bulgaria, VAT number: BG131218012,

- National Association Interprofessional Organization **PRODCOM LEGUME FRUCTE of Romania, having its headquarters in 1, WALTER MARACINEANU Square, Bucharest, 010155, Romania, VAT number: RO21369354,**

Unless otherwise specified, references to ‘Contracting Authority (ies) include the Coordinator.

of the one part,

and

**<Business Name or Name and Surname of Contractor>**, having its registered office in **<postal address>**, **<city, Country>** (hereinafter “Contractor”), legally represented by **<name and surname, capacity>**

of the other part,

following a tender procedure no **2019** for the award of the Contract for **Refresh 826015 Information project for promotion of fresh fruit and vegetables in internal market Germany, Poland and Czech Republic** which was awarded pursuant to award decision no. **<award decision number>**,

have agreed as follows.

### STRUCTURE OF THE CONTRACT

1. It is explicitly agreed that the Contract consists of the following documents, which form integral parts of it:
  - a. The Grant Agreement 826015 Refresh from 10.12.2018 between the **Consumers, Health, Agriculture and Food Executive Agency (CHAFEA)** (‘the Agency’), under the powers delegated by the European Commission (‘the Commission’), the coordinator Panagrotikos Farmers Unions and Union of Hellenic Chambers, Bulgarian National Horticultural Union and National Association Interprofessional Organization **PRODCOM LEGUME FRUCTE of Romania as beneficiaries having accessed into the Grant Agreement**
  - b. The present Agreement
  - c. Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS
  - d. Annex I. GENERAL CONDITIONS FOR SERVICE CONTRACTS

- e. The Contractor's Tender as submitted on **<date of submission of tender>** and any correspondence relating thereto between the Contracting Authority and the Contractor.

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

2. An integral part of the Contract is also the performance guarantee no. **<reference number>**, issued by **<business name of credit institution>** in the amount of **<amount in words (amount in numbers)>**.

## **CONTRACT SCOPE**

By the present Contract, the Contractor undertakes to provide services **Refresh 826015 Information project for promotion of fresh fruit and vegetables in internal market Germany, Poland and Czech Republic** in accordance with the terms and conditions laid down in the Contract.

## **ACCESSION TO THE AGREEMENT**

The other Contracting Authorities must accede to the Agreement by signing the Accession Form of Annex I within 30 days after its entry into force and they will assume the rights and obligations under the Agreement with effect from the date of its entry into force.

If a Contracting Authority does not accede to the Agreement within the above deadline, the coordinator and the other Contracting Authorities will make any changes necessary to ensure proper implementation of the project.

## **CONTRACT VALUE**

1. The Contract Value amounts to **<amount in words (amount in numbers)>** Euro. The amount is exclusive of VAT.
2. The Contract Value, which the Contractor deems legitimate, reasonable and adequate consideration for the performance of the Contract Scope, is inclusive of all types of costs which the Contractor shall or may require in order to meet its obligations, and of the Contractor's expenses and profit, including any fees of third parties, without any further charge whatsoever to the Contracting Authority.

## **GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE CONTRACT**

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

## **ORGANISATION AND ADMINISTRATION OF CONTRACT IMPLEMENTATION**

1. The Contractor shall be fully responsible for the execution of the Contract Scope.
2. The Contracting Authority shall have the key responsibility of supervising and controlling the progress in the performance of the Contract Scope and the quality and completeness of the deliverables of the Contract.

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

## **DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION**

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

## **REPORTS**

The Contractor is obliged to draw up and submit the Reports specified in Annex II.

## **CONDITIONS AND PROCEDURE FOR PAYMENT**

1. Payments shall be made in **Euro** into the bank account notified by the Contractor to the Contracting Authority in accordance with article 16.1 of Annex I.
2. The payments shall be made in accordance with the following schedule, subject to the provisions of articles 16 and 17 of Annex I:
  - a. 1<sup>st</sup> instalment after approval of the **1st** semester interim report, provided that all deliverables which according to the implementation schedule are due for submission prior to the specific interim report shall have been already accepted.
  - b. 2<sup>nd</sup> instalment after approval of the **2nd** semester interim report, provided that all deliverables which according to the implementation schedule are due for submission prior to the specific interim report shall have been already accepted.
  - c. 3<sup>rd</sup> instalment after approval of the **3rd** semester interim report, provided that all deliverables which according to the implementation schedule are due for submission prior to the specific interim report shall have been already accepted.
  - d. 4<sup>th</sup> instalment after approval of the **4th** semester interim report, provided that all deliverables which according to the implementation schedule are due for submission prior to the specific interim report shall have been already accepted.

- e. 5<sup>th</sup> instalment after approval of the **5th** semester interim report, provided that all deliverables which according to the implementation schedule are due for submission prior to the specific interim report shall have been already accepted.
- f. 6<sup>h</sup> instalment after approval of the **6th** semester interim report, provided that all deliverables which according to the implementation schedule are due for submission prior to the specific interim report shall have been already accepted.

## **PERFORMANCE GUARANTEE**

1. The Contractor shall furnish a Performance Guarantee, as specified above. This guarantee must remain in effect six (6) months after the completion of the contract scope and shall be returned to the Contractor after the final acceptance of the Contract Scope, has taken place and the final payment has been made.
2. The Performance Guarantee for the Contract shall be returned to the Contractor after the final qualitative and quantitative acceptance of the Contract Scope and after the claims, if any, of both parties have been settled, while it shall be automatically forfeited in favour of the Contracting Authority in the event of failure by the Contractor to fulfil its obligations, as these derive from the Contract.

## **REPLACEMENT OF PERSONNEL**

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



Contracting Authority may request the Contractor to assign temporarily to the project another person pending the arrival of the new member, or to take other measures to compensate for such temporary absence.

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

## **TAX AND CUSTOMS ARRANGEMENTS**

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

## **SETTLEMENT OF DISPUTES**

The dispute settlement procedure of article 25 of Annex I shall apply.

## **LAW AND LANGUAGE OF THE CONTRACT**

1. All matters not covered by the Contract shall be governed by the legislation of the Republic of Cyprus.
2. The language of the Contract and of all written communications between the Contractor and the Contracting Authority shall be the English language.

## **COMMUNICATION BETWEEN THE PARTIES**

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

- a. by the Contractor to the Contracting Authority, to the postal address **<postal address>** or to the electronic mail address **<electronic mail address>** or, if sent by facsimile, to **<facsimile number>**.
- b. by the Contracting Authority to the Contractor, to the postal address **<postal address>** or to the electronic mail address **<electronic mail address>** or, if sent by facsimile, to **<facsimile number>**.

Drafted in three originals, where two originals are intended for the Contracting Authority and one for the Contractor, and signed on **<day>**, **<XX/XX/20XX>**.

***For and on behalf of the Contracting Authority:***

*Signature:* .....

*Title:* .....

*Name:* .....

***For and on behalf of the Contractor:***

*Signature:* .....

*Title:* .....

*Name:* .....

## ACCESSION FORM FOR CONTRACTING AUTHORITIES

<legal name>., having its headquarters in <city, Country>, VAT number: ..... ,  
represented for the purpose of signing this Accession Form by the undersigned, **<name and  
surname, capacity>**

**hereby agrees**

**to become Contracting Authority No (....)**

**in Contract between** Panagrotikos Farmers Union **and** <Contactor>.

**for the project entitled** Information project for promotion of fresh fruit and vegetables in  
internal market Germany, Poland and Czech Republic (Refresh)

**and mandates**

**the coordinator** to submit and sign in its name and on its behalf any **amendments** to the  
Contract

**For and on behalf of the Contracting Authority:**

Signature: .....

Title: .....

Name: .....

*REFRESH 826015*

ANNEX I: GENERAL CONDITIONS OF CONTRACT



ΚΕΝΤΡΙΚΗ ΕΝΩΣΗ  
ΕΠΙΜΕΛΗΤΗΡΙΩΝ  
ΕΛΛΑΔΟΣ



## ***Table of Contents***

<b>ANNEX I: GENERAL CONDITIONS OF CONTRACT .....</b>	<b>3</b>
<b>PRELIMINARY PROVISIONS .....</b>	<b>3</b>
ARTICLE 1 – DEFINITIONS.....	3
ARTICLE 2 – NOTICES AND WRITTEN COMMUNICATIONS .....	4
ARTICLE 3 – OWNERSHIP - INTELLECTUAL AND PROPERTY RIGHTS .....	4
<b>OBLIGATIONS OF THE CONTRACTING AUTHORITY.....</b>	<b>5</b>
ARTICLE 4 – OBLIGATIONS OF THE CONTRACTING AUTHORITY .....	5
<b>OBLIGATIONS OF THE CONTRACTOR.....</b>	<b>5</b>
ARTICLE 5 – ASSIGNMENT .....	5
ARTICLE 6 – SUBCONTRACTING .....	6
ARTICLE 7 – COMPLIANCE OBLIGATIONS AND LEGAL LIABILITY .....	6
ARTICLE 8 – CONFIDENTIALITY - SECRECY .....	7
ARTICLE 9 – CODE OF ETHICS .....	8
ARTICLE 10 – CONFLICT OF INTERESTS.....	8
ARTICLE 11 – PROTECTION OF EMPLOYEES .....	9
<b>IMPLEMENTATION OF CONTRACT SCOPE .....</b>	<b>9</b>
ARTICLE 13 – APPROVAL OF REPORTS - ACCEPTANCE OF DELIVERABLES .....	9
ARTICLE 14 – AMENDMENT TO THE CONTRACT .....	9
ARTICLE 15 – SUSPENSION OF EXECUTION .....	10
<b>PAYMENTS AND DEBT RECOVERY.....</b>	<b>10</b>
ARTICLE 16 – PAYMENTS .....	10
ARTICLE 17 – RECOVERY OF DEBTS FROM THE CONTRACTOR.....	11
<b>BREACH OF CONTRACT – CONTRACT TERMINATION.....</b>	<b>11</b>
ARTICLE 18 – BREACH OF CONTRACT .....	11
ARTICLE 19 – INSURANCE – INDEMNIFICATION.....	12
ARTICLE 20 – ADMINISTRATIVE AND FINANCIAL PENALTIES TO THE CONTRACTOR.....	12
ARTICLE 21 – TERMINATION BY THE CONTRACTING AUTHORITY .....	12
ARTICLE 22 – TERMINATION BY THE CONTRACTOR .....	14
ARTICLE 23 – FORCE MAJEURE.....	14
ARTICLE 24 – DEATH .....	15
ARTICLE 25 – SETTLEMENT OF DISPUTES.....	15

# ANNEX I: GENERAL CONDITIONS OF CONTRACT

## PRELIMINARY PROVISIONS

### **Article 1 – Definitions**

1. The following definitions shall apply to the Contract:

#### **CONTRACT**

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

#### **CONTRACTING AUTHORITY**

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

#### **CONTRACTOR**

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

#### **CONTRACT SCOPE**

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

#### **CONTRACT VALUE**

The amount specified in article 3 of the Special Conditions.

#### **DAY**

Calendar day.

#### **FEE-BASED**

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

#### **GENERAL DAMAGES**

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

#### **LIQUIDATED DAMAGES OR PENALTY CLAUSE**

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

#### **MONTH**

A calendar month.

## **AGREEMENT**

The Grant Agreement 826015 Refresh from 10.12.2018 between the **Consumers, Health, Agriculture and Food Executive Agency (CHAFEA)** ('the Agency'), under the powers delegated by the European Commission ('the Commission'), the coordinator Panagrotikos Union of Farmers and Union of Hellenic Chambers, Bulgarian National Horticultural Union and National Association Interprofessional Organization **PRODCOM LEGUME FRUCTE of Romania as beneficiaries having accessed into the Grant Agreement**

## **SERVICES**

The activities to be performed by the Contractor under the Contract

## **TERMS OF REFERENCE**

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

2. The headings and titles in the present General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the Contract.
3. Were the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

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

1. Whenever there is a deadline for the receipt of a written communication, the sender shall take all necessary measures to ensure timely receipt of the communication.
2. Any notice, consent, approval, certificate or decision by any person required under the Contract shall be in writing, unless otherwise specified in the Contract.
3. Any verbal instructions or orders shall take effect as of their transmission and shall be subsequently confirmed in writing.

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

1. All Contract deliverables, interim and final reports, as well as any and all other relevant document or material acquired, compiled or prepared by the Contractor in the execution of the Contract, shall be treated as confidential and shall be the absolute property of the Contracting Authority. The Contractor is obliged to deliver all such documents and data to the Contracting Authority upon completion of the Contract.
2. The Contractor may retain copies of such documents and data, but is not allowed to use them for purposes other than the purposes of the Contract.
3. Any results or rights thereon, including copyright and other intellectual and industrial property rights obtained in the execution of the Contract, shall become the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without

geographical or other limitation, except where intellectual or industrial property rights already exist.

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

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

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

1. The Contracting Authority shall provide to the Contractor as soon as possible any information and/or documentation at its disposal which may be relevant to the execution of the Contract. If this information is contained in documents, such documents shall be returned to the Contracting Authority at the end of the period of execution of the Contract.
2. The Contracting Authority shall co-operate with the Contractor for providing information which the latter may reasonably request in order to execute the Contract.
3. In discharging their duties, all persons authorised by the Contracting Authority must not divulge to any person other than those entitled to know, any information which they have obtained in the course and on occasion of the execution of the Contract and which refers to technical or commercial matters or to work or production methods of the Contractor.
4. The Contracting Authority shall inform its employees, agents and representatives of all such instructions or information as may be necessary or appropriate to facilitate prompt and effective performance of the services by the Contractor.
5. The Contracting Authority shall provide to the Contractor, if the latter so requests, information in connection with securing copies of laws, regulations and information on personnel insurance and the protection of employees, on local customs, taxation, orders or by-laws of the Republic of Cyprus, which may affect the Contractor in the performance of its obligations under the Contract.

## **OBLIGATIONS OF THE CONTRACTOR**

### ***Article 5 – Assignment***

1. An assignment is any agreement whereby the Contractor transfers the Contract or part thereof to a third party without the prior written consent of the Contracting Authority.
2. Approval of an assignment by the Contracting Authority presupposes that the third party to which such assignment is made meets the eligibility criteria which applied to the award of the Contract. To allow the Contracting Authority to check that the eligibility criteria are met, the Contractor must submit all necessary data and information concerning such third party.
3. Approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the Contract already executed or for the part not assigned.



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

#### ***Article 6 – Subcontracting***

1. To implement the Contract Scope, the Contractor is limited to using the subcontractors identified in its tender for the corresponding part of the Contract Scope as stated in the Contractor's tender for each such subcontractor.
2. The Contractor may exceptionally, after the Contract has been signed, enter into a new subcontract or replace a subcontractor identified in its tender, or undertake itself the part of the Contract Scope which it had stated in its tender that would be implemented by a subcontractor, after obtaining the prior written authorisation of the Contracting Authority.
3. In connection with the requirement for authorisation by the Contracting Authority under paragraph 2, the Contractor must notify the Contracting Authority of the parts of the Contract Scope which it intends to assign to the subcontractor.
4. The Contracting Authority shall, within a reasonable time of receipt of the relevant application, notify the Contractor of its decision, giving full justification in case such authorisation is denied.
5. It is understood that approval of such application by the Contracting Authority shall not relieve the Contractor of any of its obligations under the Contract.
6. The Contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of its own, its agents or employees.
7. If a subcontractor is found by the Contracting Authority to be incompetent in discharging its duties, the Contracting Authority may request the Contractor forthwith, either to provide a new subcontractor as a replacement, or to undertake itself the performance of the services.

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

1. The Contractor shall respect and abide by all laws and regulations in force in the Republic of Cyprus and shall ensure that its personnel, its dependants, and any of its subcontractors or associates also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and dependants, of such laws and regulations.
2. In the case of Contracts relating to matters relevant to the processing of personal data, the Contractor warrants that it will respect and comply with all applicable laws and regulations on the protection of individuals with regard to the processing of personal data and that it will assume responsibility and will be able to prove compliance to such laws and regulations. In addition, it will ensure that its personnel and any subcontractors or affiliates and persons under its control will also respect and comply with these laws and regulations. (Relevant is EU Regulation 2016/679 of 27 April 2016 of the European Parliament and of the Council).
3. The Contractor warrants to the Contracting Authority that the Contract Scope shall be performed in accordance with the terms and conditions of the Contract, the technical rules and the

internationally recognised standards applicable to the modern methods for the provision of the specific services, shall have all the properties and features provided for in the present Contract and shall meet the specifications, results and properties as specified in the Tender Documents or as allowed to be defined by the Contracting Authority during the execution of the Contract.

4. The Contractor is obliged to provide the Contracting Authority or any person authorised by the Contracting Authority with evidence regarding the execution of the Contract as well as with any information concerning the Contract Scope.
5. In cases of contracts the control of which, in accordance with the European Law, falls within the jurisdiction of the European Commission or the European Court of Auditors or the European Anti-Fraud Office or any other European body, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, both during the execution of the Contract and for a period of five (5) years after the payment of the final balance as defined in the Grant Agreement
6. In cases of contracts the control of which, in accordance with the National Law, falls within the jurisdiction of the Superintendent of Internal Audit or the Auditor General or any other authorised body of the Republic of Cyprus, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, for such a period time as provided for by the provisions of the legislation in force.
7. If the Contractor is a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the Contract. The person designated by such consortium to act on its behalf for the purposes of this Contract shall have the authority to bind the consortium.
8. Any change in the composition of the consortium without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.

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

1. All documents, data and information which the Contractor receives from the Contracting Authority as part of its contractual obligations or of which it becomes aware on account of its contractual relation with the Contracting Authority or which are the result of studies, tests or research conducted during the Contract or for the purposes of the execution thereof, are confidential.
2. The Contractor is not entitled to publish or disclose such information and data to any third party, save only to the persons employed by it or associated with it who are directly involved with the contents of the Contract and with the performance of its Scope, and shall ensure that such employees are informed of and agree with the confidentiality obligation, the Contractor being further obliged to impose such obligation to its subcontractors, if any.
3. Should the Contractor be in breach of its obligation as above, the Contracting Authority reserves the right to terminate the Contract as per the provisions of Article 23 and seek payment for all losses which it estimates it may have suffered on account of the leak.

4. The Contractor shall not make any public statements regarding the Contract Scope or the Services that it provides without the prior authorisation of the Contracting Authority, and shall not engage in any activity which is in conflict with its obligations towards the Contracting Authority under the Contract. The Contractor shall not bind the Contracting Authority in any way without its prior written consent and shall clarify, where required, this obligation to third parties.
5. The Contractor shall not be subject to the obligations of the present Article as regards the know-how which it may acquire on account of the execution of the Contract Scope.

#### ***Article 9 – Code of Ethics***

1. The Contractor and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Republic of Cyprus.
2. If the Contractor or any of its subcontractors, personnel, agents or employees offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority, then the Contracting Authority may terminate the Contract, without prejudice to any accrued rights of the Contractor under the Contract.
3. The payments to the Contractor under the Contract shall constitute the only income or benefit it may derive in connection with the Contract, and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the Contract.
4. The Contractor shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used for the purposes of the Contract, without the prior written approval of the Contracting Authority.

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

1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective execution of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the execution of the Contract must be notified in writing to the Contracting Authority without delay.
2. The Contracting Authority reserves the right to verify that such measures are adequate and may request that additional measures be taken, if this is considered necessary. The Contractor shall ensure that its personnel, including its Management, are not involved in a situation which could give rise to conflict of interests. The Contractor shall replace immediately and without compensation from the Contracting Authority any member of its personnel exposed to such a situation.
3. The Contractor shall refrain from any contact which would compromise its independence or that of its personnel. If the Contractor fails to maintain such independence, the Contracting Authority may,

without prejudice to compensation for any damage which it may have suffered on this account, terminate the Contract immediately.

4. Contractor shall be excluded from participation in future tender procedures in case those procedures are connected /related with the present contract and conflict of interest is present which endangers the compliance to principle of equal treatment, in accordance with Article 38 of Law 73(I)/2016.

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

1. The Contractor must fulfil its obligations deriving from the provisions of the legislation in force in the Republic of Cyprus, in relation to the protection of its employees and to working conditions.
2. The Contractor is obliged to insure its personnel with the competent insurance organisations and maintain such insurance in effect throughout the execution of the Contract Scope, and shall ensure that its subcontractors shall do the same.
3. The Contracting Authority undertakes that it shall take all appropriate measures for the protection and safety of the personnel of the Contractor and of its subcontractors in the event that implementation of the Contract Scope shall take place at its own premises, and especially that it shall advise the Contractor in writing of the peculiarities, if any, of its premises.

### **IMPLEMENTATION OF CONTRACT SCOPE**

#### ***Article 13 – Approval of Reports - Acceptance of Deliverables***

1. The approval by the Contracting Authority of the reports and deliverables prepared and submitted by the Contractor shall certify that they comply with the terms of the Contract.
2. The Contracting Authority shall inform the Contractor of its decision regarding the reports and/or deliverables it has received within fifteen (15) days of receiving them, giving reasons should it reject the reports and/or deliverables or request amendments. For the final report, the time limit is extended to twenty (20) days.
3. The reports and/or deliverables shall be deemed to have been approved by the Contracting Authority if it does not expressly inform Contractor of any comments within the specified time constraints.
4. Where a report and/or deliverable is approved by the Contracting Authority subject to amendments to be made by the Contractor, the Contracting Authority shall prescribe a reasonable period of time for making the amendments requested.
5. Where the Contract is executed in stages-activities, the execution of each stage-activity shall be subject to the approval by the Contracting Authority of the preceding stage-activity, except in cases where the phases-stages-activities are carried out concurrently.

#### ***Article 14 – Amendment to the Contract***

1. Any amendment to the Contract must be of a form that shall not substantially impair competition,

and should be specified in writing by way of an Amendment to the Contract, to be concluded under the same terms as the original Contract.

2. If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least thirty (30) days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.
3. No amendment shall be made retroactively.

### ***Article 15 – Suspension of Execution***

1. The Contracting Authority shall be entitled to suspend performance of the Services or of any part thereof for such time and in such a manner as it may deem necessary.
2. If the period of suspension exceeds one hundred and twenty (120) days and the suspension is not due to the Contractor's default, the Contractor may, request permission to resume the relevant activities within thirty (30) days or terminate the Contract.
3. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution of the Contract to verify whether or not any alleged substantial errors and irregularities or fraud have indeed occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible.
4. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may in addition refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.

## **PAYMENTS AND DEBT RECOVERY**

### ***Article 16 – Payments***

1. Upon commencement of the Contract, the Contractor shall notify in writing to the Contracting Authority the bank account to which it wishes the payments of the Contract Value to be made. The Contracting Authority reserves the right to oppose the Contractor's choice of bank account.
2. All payments made by the Contracting Authority into the above bank account shall have releasing effect.
3. The Contract Value shall be paid to the Contractor in the manner described in the Special Conditions. The period of time between the time of commencement of the Contractor's right to remuneration and the date on which the account of the Contracting Authority is debited, shall not exceed thirty (30) calendar days.
4. The Contracting Authority may halt the countdown to the expiry of this deadline for any part of the invoiced amount disputed, notifying the Contractor that that part of the invoice is not admissible, either because the amount in question is not due for payment or because the relevant report can not be approved and the Contracting Authority considers the conduct of further checks to be necessary. In such cases, the Contracting Authority must not unreasonably withhold any non-disputed part of the invoiced amount, but may request clarifications, modifications or additional

information, which must be supplied within thirty (30) days of the relevant request being made. The countdown to the expiry of the deadline of the above paragraph (3) shall resume on the date on which the Contracting Authority shall receive a correctly formulated invoice.

5. When the above-mentioned deadline shall expire, the Contractor may, within two weeks of expiry of the deadline set for the overdue payment to be made, claim interest on the payment so overdue at the default rate specified by a decree of the Minister of Finance based on the “Uniform Public Default Rate Law of 2006”.
6. If any of the following events occurs and persists, the Contracting Authority may, by written notice to the Contractor, suspend, in whole or in part, the payments due to the Contractor under the Contract:
  - The Contractor defaults in the execution of the contract.
  - Any other condition for which the Contractor is responsible and which, in the opinion of the Contracting Authority, interferes, or threatens to interfere, with the successful completion of the Contract.

#### ***Article 17 – Recovery of debts from the Contractor***

1. Any amount which the Contracting Authority has paid in excess of the Contractor’s rights under the Contract, shall be repaid by the Contractor to the Contracting Authority within thirty (30) days of receipt by the Contractor of the request for repayment.
2. Should the Contractor fail to make repayment within the above deadline, the Contracting Authority may increase the amounts due by adding interest at the default rate specified by a decree of the Minister of Finance based on the “Uniform Public Default Rate Law of 2006”.
3. Should the Contractor fail to make repayment of the initial amount and of any interest added in accordance with paragraph 2 within thirty (30) days of expiry of the deadline of paragraph 1, the Contracting Authority may proceed to forfeiture of corresponding part of the Performance Guarantee.
4. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the right of the Contractor and the Contracting Authority to agree on repayment by instalments.
5. Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

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

#### ***Article 18 – Breach of contract***

1. The parties shall be in breach of contract when either one of them fails to discharge any of its contractual obligations.
2. Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

- Damages, and/or
  - Termination of the Contract for the reasons specified in Articles 21 and 22 of the present Annex.
3. In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any amounts due to the Contractor or call on the Performance Guarantee.

**Article 19 – Insurance – Indemnification**

1. At its own expense, the Contractor shall indemnify, protect and defend the Contracting Authority and its employees from and against all actions, claims, losses or damage arising from the execution of the Contract by the Contractor.
2. At its own expense, the Contractor shall, upon request of the Contracting Authority, remedy any defect in the performance of the services in the event of the Contractor's failure to perform its obligations under the contract.
3. The Contractor shall have no liability for actions, claims, losses or damage which the Contractor may prove, by presenting the true facts to the Contracting Authority, that they are caused by:
  - The Contracting Authority omitting to act on any justified recommendation of the Contractor, or requiring the Contractor to apply a decision or recommendation with which the Contractor justifiably disagrees or about which it is expressing serious and justified reservations,
  - Improper execution, by the employees or independent contractors of the Contracting Authority, of the Contractor's instructions which have been adopted by the Contracting Authority.
4. The Contractor shall remain responsible for any breach of its obligations under the Contract for such period after the Services have been performed as may be provided for by the legislation governing the Contract or specified in the Tender Documents.

**Article 20 – Administrative and financial penalties to the Contractor**

1. In the event that Article 21 on termination of the Contract is applied, then, in addition to the provisions of the said Article, the Contractor may be deprived of the right to participate in future tender procedures, either permanently or for a specific period of time, in accordance with the provisions of the Regulation.
2. Additionally, in such a case the Contracting Authority shall proceed immediately to forfeiture of the Performance Guarantee. In the event that the damage suffered by the Contracting Authority exceeds the amount of the aforementioned guarantee, then the Contracting Authority shall reserve the right to take against the Contractor the legal or other measures which it considers necessary in order to redress the situation.
3. As regards penalties for delay, the specific provisions of the article 8 of the Special Conditions of Contract shall apply.

**Article 21 – Termination by the Contracting Authority**

1. This Contract shall terminate automatically if it has not given rise to any payment within a period of

one year after its signature by both parties.

2. Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the Contract.
3. In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving seven (7) days' notice to the Contractor, terminate the Contract in any of the following cases:
  - the contract has been subject to a substantial modification, which would have required a new procurement procedure pursuant to Article 72 of Law 73(I)/2016 or Article 86 of Law 140(I)/2016.
  - the contractor has, at the time of contract award, been in one of the situations referred to in Article 57(1) of Law 73(I)/2016 or Article 86 of Law 140(I)/2016.
  - the contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the Treaties and this Directive that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.
  - The Contractor fails substantially to fulfil its contractual obligations.
  - The Contractor does not comply within a reasonable time whereby the Contractor is requested to repair every negligence or failure to perform its contractual obligations which seriously affects the proper execution of the Contract within the deadlines prescribed.
  - The Contractor assigns the Contract or subcontracts a part thereof or replaces subcontractors without the authorisation of the Contracting Authority.
  - Any other legal disability hindering execution of the Contract occurs.
4. In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving thirty (30) days' notice to the Contractor, terminate the Contract when the circumstances under which the tender procedure was announced was published have changed to such an extent that the scope of the contract is no longer necessary or when any other serious grounds apply.
5. Except in the case of termination of Contract mentioned in the above paragraph 3, the Contracting Authority may thereafter complete the Services itself or conclude any other contract with a third party for implementation of the specific scope of the present Contract, the Contractor covering the difference, if any, in price. The Contractor's liability for delay in completion shall cease immediately upon termination of the contracts by the Contracting Authority, without prejudice to any liability which may have already been incurred.
6. Upon receiving notice of termination of the Contract, the Contractor shall take immediate measures to bring the Services to a prompt and orderly close and in such a way as to keep costs to a minimum.
7. The Contracting Authority shall, as soon as possible after termination, certify the value of the Services and all amounts due to the Contractor as at the date of termination.



8. The Contracting Authority shall not be obliged to make any further payments to the Contractor until the Services are completed. Following the completion of the Services, the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, to be incurred for the completion of the Services, or shall pay the balance due to the Contractor.
9. If the Contracting Authority terminates the Contract, it shall be entitled to recover from the Contractor any loss it has suffered up to the maximum amount determined in the Contract. If no maximum amount is determined, the Contracting Authority shall be entitled, without prejudice to its other remedies provided for by the Contract, to recover such part of the Contract value as is attributable to the part of the Contract Scope which has not, by reason of the Contractor's failure, been satisfactorily completed.
10. Additionally, the Contractor may be subject to administrative and financial penalties as described in Article 20.
11. The Contractor shall not be entitled to claim, over and above the amounts due to it for work already performed, compensation for any damage or loss it has suffered.
12. If the Contractor is a consortium of legal and/or natural persons and one or more of the grounds for termination of the Contract listed in paragraph 3 refers to one of the consortium members, the other consortium members, being jointly responsible, shall be obliged to complete the implementation of the Contract Scope without differentiation regarding the contractual obligations of the Contractor. In any case, the Contracting Authority shall reserve the right to terminate the Contract if the consortium member for which the grounds for disqualification apply is the coordinator of the consortium, or if the participation percentage of this member gives rise to reasonable suspicions of inability of the other members to fulfil the contractual obligations.

### ***Article 22 – Termination by the Contractor***

1. The Contractor may, after giving thirty (30) days' notice to the Contracting Authority, terminate the Contract if the Contracting Authority:
  - Does not pay to the Contractor the amounts after the expiry of the deadline of two months, or
  - Consistently fails to fulfil its contractual obligations after repeated reminders, or
  - Suspends the progress of the Services or of any part thereof for more than one hundred and twenty (120) days for reasons not stated in the Contract or for which the Contractor is not responsible.
2. Such termination shall not affect any other rights of the Contracting Authority or the Contractor which derive from the Contract.
3. In the event of such termination, the Contracting Authority shall pay the Contractor compensation for any loss or injury the Contractor may have suffered. Such additional payment may not be such that the total payments exceed the Contract Value.

### ***Article 23 – Force Majeure***

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

of the Contract by both parties.

2. For the purposes of this Article, the term “Force Majeure” shall mean acts of God, strikes (except if these are limited to the persons in the Contractor’s employment), lock-outs or other industrial disturbances, hostilities, wars (whether declared or not), blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the control of the parties, are occurring in the territory of the Republic of Cyprus over which Government exercises effective control or in the place where the Contractor is established, and cannot be overcome by due diligence by either party.
3. If the Contractor invokes the occurrence of force majeure, it shall be obliged, within twenty (20) days of the occurrence of the events constituting the force majeure, to report these in writing and to present, if required, the necessary evidence to the Contracting Authority.
4. If, within the above deadline, the Contractor does not report the events and does not present the necessary evidence, then it shall be deprived of the right to invoke the existence of force majeure.
5. The Contracting Authority shall be obliged to reply, within twenty-five (25) days of receiving the aforementioned report of the Contractor. If the Contracting Authority does not reply within the above period of time, it shall be deemed to have accepted such force majeure event.
6. If the Contracting Authority invokes the occurrence of force majeure, it shall be obliged to inform the Contractor within twenty (20) days of the occurrence of the events constituting the force majeure. If the force majeure affects the Contractor’s activities, the Contracting Authority shall suspend performance of the Services.

#### ***Article 24 – Death***

1. If the Contractor is a natural person, the Contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by that person’s heirs or beneficiaries, should they express their wish, within fifteen (15) days of the date of decease, to continue the Contract. The decision of the Contracting Authority shall be notified to the parties concerned within thirty (30) days of receipt of the said proposal.
2. If the Contractor is a group of natural persons and one or more of them die, a report shall be drawn up, which shall be agreed between the parties, on the progress of the Services. The Contracting Authority shall decide whether to terminate or continue the Contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be, within fifteen (15) days of the date of death. The decision of the Contracting Authority shall be notified to the parties concerned within twenty (20) days of receipt of such a proposal.
3. Such persons shall be jointly and severally liable for the proper execution of the Contract to the same extent as the Contractor. Continuation of the Contract shall be subject to the rules relating to issue of the guarantee provided for in the Contract.

#### ***Article 25 – Settlement of disputes***

1. If a dispute arises between the Contracting Authority and the Contractor in connection with, or as a

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

2. In such an event, both parties shall make every effort to settle amicably such dispute within the next fifty-six (56) days.
3. Any dispute for which amicable settlement has not been reached within fifty-six (56) days of the date on which the above notification has been served, shall be settled finally in the Courts of the Republic of Cyprus.

REFRESH 826015

## ANNEX III: TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS



ΚΕΝΤΡΙΚΗ ΕΝΩΣΗ  
ΕΠΙΜΕΛΗΤΗΡΙΩΝ  
ΕΛΛΑΔΟΣ



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Organizația Interprofesionăală pentru  
Producele Agricolilor din Legea și Trudă

## ***Table of Contents***

<b>1. BACKGROUND INFORMATION .....</b>	<b>3</b>
1.1 <i>Abstract</i> .....	3
1.2 <i>Strategy</i> .....	3
<b>2. OBJECTIVE, PURPOSE AND EXPECTED RESULTS.....</b>	<b>5</b>
2.1 <i>Overall objective</i> .....	5
2.2 <i>Outputs and results indicators</i> .....	5
<b>3. RISKS and mitigations.....</b>	<b>7</b>
3.1 <i>Risks</i> .....	7
<b>4. CONTRACT SCOPE.....</b>	<b>8</b>
4.1 <i>Activity breakdown</i> .....	8
4.2 <i>Project Management</i> .....	12
4.2.1 <i>Competent Service and Recipient of Services</i> .....	12
4.2.2 <i>Organisational structure</i> .....	12
<b>5. LOCATION AND DURATION OF CONTRACT SCOPE IMPLEMENTATION.....</b>	<b>13</b>
5.1 <i>Location of Contract Scope implementation</i> .....	13
5.2 <i>Duration of Contract Scope implementation</i> .....	13
<b>6. Reports .....</b>	<b>13</b>
6.1 <i>Reporting requirements</i> .....	13
6.2 <i>Submission and approval of Reports</i> .....	14

## 1. BACKGROUND INFORMATION

### 1.1 Abstract

Four representative organizations from Southeastern Europe, global players in the production and trade of fresh fruits and vegetables are the beneficiaries of the project. Their targets are the central European markets of Germany, Poland and Czech Republic. Their objectives to increase the competitiveness and consumption of European Fresh fruits and vegetables and to raise their profile highlighting the specific features of food safety, traceability, authenticity, labeling, nutritional and health aspects value and sustainability in the target countries, in addition to increase the market share of European Fresh Fruits and vegetables in the markets. This will lead to higher value of European fresh fruits and vegetables exports in internal market thus growing their market share. The action will have a direct economic impact as a +6% annual increase of exports value within 2019-2022 period for all four countries is expected. The action targets consumers of all ages as well as future consumers. Additionally opinion leaders and distributors will be on the focus of the action. The action will put a lot of attention to new media (e game, web site, social media and online ads) as well as traditional publicity (publications). It will use classical methods (trade fairs, B2B workshops) but also will innovate with experience oriented actions (roadshows) in order to engage consumers.

### 1.2 Strategy

The action strategy is clear and strongly related to project's objective 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 and Commission Implementing Regulation (EU) 2015/1831 and the **2018 CALL FOR PROPOSALS MULTI PROGRAMMES**.

The action joins together four proposing organizations from Cyprus, Greece, Romania and Bulgaria, under the achievement of Project's objective. Each proposing organization represents national sectors with high quality standards and significant importance to local and regional economies / societies. Their efforts need to be supported. Through this action an informal sectorial cluster will be created, bringing forward joint actions and initiatives in order to promote the fresh fruits and vegetables.

*Main themes that have to be addressed and in which the implementation of the action will be based are the following:*

#### **Nutrition value of Fruits and vegetables**

The macronutrient composition of F&V differs substantially. Even within the same fruit or vegetable it can vary according to many factors, such as the type of cultivar, the plant growing conditions (e.g. soil composition, climate, fertilizer use), post-harvest handling, distribution and storage conditions as well as the ripeness of the final produce. In general, F&V have a high fibre and water content and they are a good source of micronutrients such as vitamins (in particular vitamins C and E, provitamin A and folate) and minerals (e.g. potassium, magnesium, phosphorus and calcium). Legumes, roots and tubers have a higher energy density in comparison to fruit and leafy vegetables. Legumes also have high protein content and are a good source of iron.

#### **5 a day recommendation**

Regular consumption of fruit and vegetables is considered as an important element of a healthy and balanced diet. In the European Union (EU) however, slightly more than a third (34.4%) of the population aged 15 or over did not eat them on a daily basis in 2014, while less than 15% (14.1%) consumed at least 5 portions each day. The daily consumption of fruit and vegetables differs widely between EU Member States, with those aged 15 or over not eating fruit and vegetables on a daily basis. Different for men and for women, daily consumption of fruit and vegetables seems also to be influenced by the level of education. The higher the education level is, the higher the share of the "5-a-day" population is. In the three member states (Germany, Poland and Czech Republic) the share of the population eating at least 5 portions of fruits and vegetables on a daily bases is lower than the EU average. Moreover 45.2 % of Germans don't eat fruits and vegetables on a daily bases, 46.3% of Czechs and 33.2% of Polish.

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

### **1. Consumers**

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

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

✓ *Children and educational institutions >90000-*

This main target group is the more sensitive as well as the most important one. In terms of marketing, the group is divided as following:

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

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

- Finally teenagers which in general are trying to differentiate themselves from their parents and fit in with their peer group should be addressed in such a manner that their will focus on positive qualities of consumption of fresh produce.

Eating habits are generally established in childhood. A regular, balanced diet, including in particular fruit and vegetables, in childhood is important in order to lay the foundation for a healthy lifestyle.

### **2. Opinion leaders**

The members of this target group have an important role to inform general public/consumers on the product and its production methods. Members of this target group have the ability to influence consumers and form their needs. Indicative members of this target group (quantified) can be:

*Doctors: >5000*

*Specialized journalists (specialized, women's and youth magazines) : >1000*

*Nutritionists, experts in nutrition >5000*

*Chef/ chef future >1000*

*Consumers organizations >10*

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

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

Since Fresh fruits and vegetables as a part of a balanced diet, there is a need to stimulate their demand which

depends on the behavior of that segment. Members of the target group create new consumer trends and have direct access to a large number of consumers. Their approach could generate multiple benefits to the action measures. Their contribution is extremely important to the promotion of products, both during the implementation period, and long term, as this group will continue to use the products.

## 2. OBJECTIVE, PURPOSE AND EXPECTED RESULTS

### 2.1 Overall objective

The action intends to improve the image of the specific fresh fruits and vegetables as being ‘fresh’ and ‘natural’, encourage their regular consumption, maintain consumption levels in saturated markets and bring down the age of the average consumers. The latter may be attained by encouraging young people, and particular in children and adolescents in educational establishments, to consume the products concerned.

OBJECTIVE	MARKET	INDICATORS	IMPACT
<i>Increase the consumption of EU fruits and vegetables in informing consumers about balanced and proper dietary practices</i>	GERMANY POLAND CZECH REPUBLIC	Increase value of European fresh fruits and vegetables exports in internal market	Enhance the competitiveness and consumption of the concerned Union fresh fruits and vegetables and raise their profile  +6% annual increase of INTRA EU28 imports value within 2019-2021 period for all three countries

The fulfillment of the objective will be significantly enhanced through the communication & advertising campaign. The proposed communication levels are:

✓ **1<sup>st</sup> Level: Enforce consumers’ awareness about the benefits of a balanced diet, that offers the consumption of Fresh fruits and vegetables** – Consumption of Fresh fruits and vegetables in Germany, Poland, Czech is very popular among consumers/target groups while is gradually increasing among the population. The growth rate would be higher if the degree of awareness of the wider general public about the benefits of a balanced diet based on regular fresh fruits and vegetables consumption. Consumers tend to buy fresh fruits and vegetables as a part of their daily nutrition and dietary and this trend should be enforced.

✓ **2<sup>nd</sup> Level: Enforce consumers’ awareness about the superiority of European Fresh fruits and vegetables against the respective products from Third Countries** -The superior quality (determined by specific features associated with the micro climate and soil, cultivation methods, variety, consistency, texture, aroma, taste of the product) continues to be appreciated by consumers. The same applies in the three countries and therefore it is necessary to increase the degree of consumer awareness about the superiority of European fresh fruits and vegetables.

### 2.2 Outputs and results indicators

<b>Objective</b>	<i>Increase the consumption of EU fruits and vegetables in informing consumers about balanced and proper dietary practices</i>
<b>Output Indicator(s)</b>	<b>Target</b>
Nr of website	1
Nr of social media used	3
Nr of accounts created	3
Nr posts / tweets /reposts/ re tweets	300
Nr of info booklets produced	170000
Nr posts / tweets	750
Nr of ads	69



Nr of promotion days	27
Nr of stands	9
Nr of events	9
Nr of contests organized	3
Nr of promotion days	470
Nr of mobile apps	1
Nr of video produced	1
<b>Results Indicator(s)</b>	<b>Target</b>
<i>Number of visitors from the markets</i>	350.000
Nr of impressions	10500000
Nr of friends, likes/follow	305000
Nr of consumers reached	510000
Nr of impressions	20000000
Website traffic	3000000
Nr of issues	1608900
Nr of readers	36849000
<i>Number of Road show used</i>	9
<i>Number of household reached</i>	120000
<i>Nr of professional visitors</i>	250000
Nr of professionals reached	570
Nr of B2B meetings	160
Nr of unpaid media	18
Nr of consumers reached	3500000
Number of unpaid media posts	12
<i>Number of super markets</i>	75
<i>Number of household reached</i>	150000
<i>Number of consumers reached</i>	450000
<i>Number of usbs created</i>	30000
<i>Number of video views</i>	10000
<b>Impact Indicator(s)</b>	<b>Target</b>
<i>Nr of consumers actually reached</i>	350.000
<i>Nr of consumers actually reached</i>	2380000
<i>%of consumers actually reached</i>	10
<i>%of consumers actually reached</i>	10
<i>%of consumers actually reached</i>	14

<i>Number of unpaid media posts</i>	9
%of professionals actually reached	8
%of professionals actually reached	100
% of consumers actually reached	108000
<i>Number of unpaid media posts</i>	9
Number of consumers reached	30000
%of consumers actually reached	10%

### 3. RISKS AND MITIGATIONS

#### 3.1 Risks

<b>Risk number</b>	<b>Description of risk</b>	<b>WP Number</b>	<b>Proposed risk-mitigation measures</b>
1	Partners may not collaborate within and across WP as much as expected	WP1	Preservation of high level of cooperation between the members of the consortium and also with the competent European Authority. Equal participation of partners in the consensus and decision making procedure. Equal level of participation in the design and implementation of activities from the beginning of the Action Availability of human resources with high skills and experience. Ensure continuity of the key staff Availability of sufficient supportive personnel
2	Risks in the area of advertising and the use of paid advertising The error of developing messages that aren't making an impact or selecting the wrong message to reach the audience with the desired impact.	WP4, WP5	Use of adequate reporting tools in order to measure results and impact
3	Low responses of the POS events' or to other promotion activities	WP7	Maintenance of high level of cooperation for the implementation of the activity - satisfaction survey among participants - high quality of products distributed
4	Market risks. Disturbance in supply chain due to insufficient production and/or market disturbance	WP7	Partner will reasure continuity of the supply chain

## 4. CONTRACT SCOPE

### 4.1 Activity breakdown

<b>Work package</b>	<b>Public Relations</b>		
<b>Budget</b>	<b>147.420</b>		
<b>Specific objective</b>	To establish a continuous communication channels with target groups		
<b>Target group</b>	All target groups		
<b>Activity</b>	Continuous PR activities (PR office)		
<b>Description of activity</b>	Cost services for a Press Office Unit of the action that will periodically compose and publicize press releases concerning activities of the action, will manage and disseminate testimonials, gathering media clipping and drafting media clipping reports and handle the PR of the action Writing and publishing of one page advertorial in airlines magazines operating in the four markets		
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	Annual PR Report including: 2 Interim action's press releases 6 Activities press releases 1 action testimonials report 1 interim Post Media clipping report One media list 1 written advertorial 10 publications	Annual PR Report including: 2 Interim action's press releases 6Activities press releases 1 action testimonials report 1 interim Post Media clipping report 1 written advertorial 10 publications One media list	Annual PR Report including: 2 Interim action's press releases 6Activities press releases 1 action testimonials report 1 interim Post Media clipping report 1 written advertorial 10 publications One media list

<b>Work package</b>	<b>WP Web site, social media</b>		
<b>Budget</b>	<b>218.796</b>		
<b>Specific objective</b>	Action main communication channel / Dedicated action play and learn		
<b>Target Group</b>	All target groups / children		
<b>Activity</b>	3.1 Web site set up and maintenance		
<b>Description of activity</b>	Design and development of a dynamic multilingual website (translated in German, Czech and Polish) with multiple users and administrators. Content updates for articles, photo galleries (activities 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.		
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Activity</b>	3.2 Social media (accounts, regular posting)		
<b>Description of activity</b>	Accounts in social platforms, <b>Facebook, Instagram, Twitter</b> Cross socials daily posts and shares for information, activities, events and calls to action. <b>Using</b> massive social platforms as representation, each one for its unique user experience, by creating several kind of posts (images with text, videos, invitations and events) 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). <b>Image and text posts (100 per year)</b> Creative artwork, images containing dishes prepared with the use of the product, from the regions or harvesting with text descriptions in adopted formats meeting the requirements of each medium. <b>Call to actions (12 per year)</b> Invitations for exhibitions and events, Facebook events and calls for attending, surveys and polls.		
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Activity</b>	3.3. Other (mobile apps , webinars etc)		
<b>Description of activity</b>	Design and creation of a special electronic game with fruits and vegetables and reproduction of the game in 30.000 USB		

	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
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<b>Deliverables</b>	<b>Website social media and other report:</b> <ul style="list-style-type: none"> <li>• Design and development</li> <li>• Multilingual Content creation</li> <li>• SEO optimization</li> <li>• Website maintenance</li> <li>• Analytics reports</li> <li>• Social accounts creation and maintenance</li> </ul> <i>Language adopted posts create and shares 100/year</i> <ul style="list-style-type: none"> <li>• Insights reports</li> </ul> <i>Report on online activities for children:</i> 1 electronic game 1 USB <ul style="list-style-type: none"> <li>• 1 list of schools that shared USBs (for 10000 children)</li> </ul>	<b>Website social media and other report:</b> <ul style="list-style-type: none"> <li>• Multilingual Content creation</li> <li>• SEO optimization</li> <li>• Website maintenance</li> <li>• Analytics reports</li> <li>• Social accounts creation and maintenance</li> </ul> <i>Language adopted posts create and shares 100/year</i> <ul style="list-style-type: none"> <li>• Insights reports</li> </ul> <i>Report on online activities for children:</i> 1 list of schools that shared USBs (for 10000 children)	<b>Website social media and other report:</b> <ul style="list-style-type: none"> <li>• Multilingual Content creation</li> <li>• SEO optimization</li> <li>• Website maintenance</li> <li>• Analytics reports</li> <li>• Social accounts creation and maintenance</li> </ul> <i>Language adopted posts create and shares 100/year</i> <ul style="list-style-type: none"> <li>• Insights reports</li> </ul> <i>Report on online activities for children:</i> 1 list of schools that shared USBs (for 10000 children)
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<b>Work package</b>	<b>WP Advertising</b>		
<b>Budget`</b>	<b>251.354</b>		
<b>Specific objective</b>	Main communication tool		
<b>Target Group</b>	All target groups		
<b>Activity</b>	4.1 Print		
<b>Description of activity</b>	Design, editing info brochure. A brochure of 16 pages will describe interesting ways to Re-fresh our Life, with recipes of fruits & veggies, how to combine beauty and fruits and veggies, Calories values tables, healthy way of living. Total reproduction in 170.000 Brochures pc (Germany) 70050pcs, Czech Republic) 46350pcs, Poland 53600 pcs.		
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Activity</b>	4.2 Online		
<b>Description of activity</b>	<b>Google display Promotional Campaigns (3)</b> Ongoing (3 years) Web Campaigns, targeting users from the target countries of the action (with language adopted Display Ads) filtered for their long term interests, demographics and location criteria. <b>Social Media Promotional Campaigns</b> Ongoing (3 years) Campaigns, targeting social media users from the target countries of the action. Individual social platform campaigns (Facebook-Instagram, Twitter and Mailchimp e-mail marketing)		

<b>Deliverables</b>	<b>Report on print and online advertising :</b> 16 pages brochure (digital – print editions) Ad Words account setup Target countries	<b>Report on online advertising :</b> Ad Words account maintenance and management <b>Facebook campaign</b>	<b>Report on online advertising :</b> Ad Words account maintenance and management <b>Facebook campaign</b>
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	<p>campaigns setup(Germany, Czech Republic, Poland) Ad extensions (contact information, app download etc) Ad Words account maintenance and management</p> <p><b>Facebook campaign</b> (Facebook page likes and instagram followers) <b>Twitter campaign</b> (followers) <b>Mail chimp Newsletters</b> (for subscribers)</p>	<p>(Facebook page likes and instagram followers) <b>Twitter campaign</b> (followers) <b>Mail chimp Newsletters</b> (for subscribers)</p>	<p>(Facebook page likes and instagram followers) <b>Twitter campaign</b> (followers) <b>Mail chimp Newsletters</b> (for subscribers)</p>
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<b>Work package</b>	<b>Communication tools</b>		
<b>Budget</b>	<b>595.145</b>		
<b>Specific objective</b>	Main advertising channel		
<b>Target Group</b>	All target groups		
<b>Activity</b>	5.1 Publications		
<b>Description of activity</b>	<p>Design and production of full page 4C artwork. Re-refresh advertisement will provide all the important messages, “secrets”, advices to re-refresh our lives, establishing practices that revitalize and renew our life. Aims to reinforce the demand for fresh products. 4 color – full page (Germany / Polish / Czech)</p>		
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	<p>Report on communication tools :</p> <p>Advertising in magazines (food related and women magazines) at each country 6 x German magazines 8 x Polish magazines 9x Czech magazines Total 23</p>	<p>Report on communication tools :</p> <p>Advertising in magazines (food related and women magazines) at each country 6 x German magazines 8 x Polish magazines 9x Czech magazines Total 23</p>	<p>Report on communication tools :</p> <p>Advertising in magazines (food related and women magazines) at each country 6 x German magazines 8 x Polish magazines 9x Czech magazines Total 23</p>
<b>Activity</b>	5.2 Promotional video		
<b>Target group</b>	Consumers / Opinion leaders		
<b>Description of activity</b>	A promotional video made with interviews from nutritionists –chefs, trainers give us secrets to Re-refresh our life. Shootings of productions units, of fields, of fruits trees – consumption. 30’ minutes movie. To be integrated in the website / social media / used during fairs / events		
<b>Timeline</b>	YEAR 1	YEAR 2	YEAR 3
<b>Deliverables</b>	<p>Report on communication tools :</p> <p>One movie 4 VO editions</p>		

<b>Work package</b>	<b>WP6. Events</b>
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<b>Budget</b>	<b>2.258.261</b>		
<b>Target group</b>	All target group		
<b>Activity</b>	6.1 Stands at trade fairs		
<b>Description activity of</b>	Participation in the following fairs: World Food Warsaw (Warsaw, Poland) (annually) Fruit Logistica (Berlin, Germany) (annually) Top Gastro & Hotel (Prague, Czech Republic)		
<b>Timeline</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	Report on events: 3 stands layouts (digital) 3 fair catalogues Copies of ads 3 Post event reports B2B networking report 3 certifications	Report on events: 3 stands layouts (digital) 3 fair catalogues Copies of ads 3 Post event reports B2B networking report 3 certifications	Report on events: 3 stands layouts (digital) 3 fair catalogues Copies of ads 3 Post event reports B2B networking report 3 certifications
<b>Activity</b>	6.2 Seminars, workshops, B2B meetings, training for trade/cooks		
<b>Description activity of</b>	Organization of Seminar events Product presentations 1 per year		
<b>Timeline</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	Report on B2B seminars: 3 Venue certifications 3 List of invitees 3 List of participants 3 Gift and press kit sets 3Photo and video report 6 Press releases 3 Post media report 3 media clipping report	Report on B2B seminars: 3 Venue certifications 3 List of invitees 3 List of participants 3 Gift and press kit sets 3Photo and video report 6 Press releases 3 Post media report 3 media clipping report	Report on B2B seminars: 3 Venue certifications 3 List of invitees 3 List of participants 3 Gift and press kit sets 3Photo and video report 6 Press releases 3 Post media report 3 media clipping report
<b>Activity</b>	6.3 Road Shows		
<b>Description activity of</b>	The "road show" will take place in capital cities, in outdoor sites, open squares and entrances of busy shopping centers and smoothly inside shopping centers. The action will last 3 days, for about six hours each day. Consumers will be invited to taste fruits in joy and celebration mood, since well-being and "re fresh" is something that comes including fruits and vegetables in our diet. 3 Road Shows 1 in Poland, 1 in Czech, 1 in Germany per year		
<b>Timeline</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	Report on roadshows: Gifts Photo and video report Press releases Post media report media clipping report	Report on roadshows: Gifts Photo and video report Press releases Post media report media clipping report	Report on roadshows: Gifts Photo and video report Press releases Post media report media clipping report
<b>Activity</b>	6.4 Competitions for students		
<b>Description activity of</b>	Organizing and conducting annual competitions for pupils from 10 to 18 years of age on knowledge of nutritional values of fruits and vegetables and their uses. The winners will be selected after a public draw by those who have responded correctly and there will be 5 awards / laptops for each target country and will be awarded each year to the winners.		
<b>Timeline</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>

<b>Deliverables</b>	<b>Report on competitions for students:</b> 3 certifications 1 List of participants/country 3 Gift and press kit sets 3 Photo and video report 3 Post media report	<b>Report on competitions for students:</b> 3 certifications 1 List of participants/country 3 Gift and press kit sets 3 Photo and video report 3 Post media report	<b>Report on competitions for students:</b> 3 certifications 1 List of participants/country 3 Gift and press kit sets 3 Photo and video report 3 Post media report
---------------------	---	---	---

<b>Work package</b>	<b>WP7. Point of sales (POS) promotion</b>		
<b>Budget</b>	547.473		
<b>Specific objective</b>	To familiarize consumers with the diversity of fresh produce		
<b>Target group(s)</b>	Consumers		
<b>Activity</b>	Tasting days		
<b>Description of activity</b>	Organization of tasting days in Hypermarkets – supermarkets Total in Germany 150 promodays (15 point sales X 5 days per year) ,Poland 100 promodays (10 point sales X 5 days per year ) , Czech 180 (15 point sales X 6 days per year ) , / Distribution of 240000 samples		
<b>Timeline</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	<b>Report on POS activities:</b> 25 POS certificates of realization 2 post campaign reports 2 Photo reports 3 satisfaction surveys Outfit set	<b>Report on POS activities:</b> 30 POS certificates of realization 2post campaign reports 2 Photo reports 2satisfaction surveys Outfit set	<b>Report on POS activities:</b> 25 POS certificates of realization 2 post campaign reports 2 Photo reports 2satisfaction surveys Outfit set

## 4.2 Project Management

### 4.2.1 Competent Service and Recipient of Services

Coordinator's and Contracting Authority Competent Bodies and authorized personnel

### 4.2.2 Organisational structure

#### **Organisational structure of the Contracting Authority**

The Contracting Authority has appointed a Project Manager and a Steering Committee (SC) for the supervision and coordination of the overall progress in the implementation of the Contract Scope and of the relevant activities, sets priorities, provides guidance, and evaluates and approves the results (deliverables and reports).

The Contracting Authority shall provide the personnel necessary to manage and resolve issues related to the management of the Contract.

The Project Manager shall be responsible for overall coordination of the implementation of the Contract Scope and for submission of all official contract documents for approval. Project Manager shall be the contact person for all communications with the Manager to be appointed by the Contractor.

#### **Organisational structure of the Contractor**

The Contractor shall be responsible for the performance of all phases of the Contract Scope, until final acceptance by the Contracting Authority. This includes management of the Project and ensuring the coordination of all Contract Scope activities.

The Contractor shall appoint a Project Manager who shall be available throughout the implementation of the Contract Scope. The Contractor's Project Manager shall be supported by the Contractor's team of experts and the other members of the Contractor's Project Team.

The duties of the Contractor's Project Manager shall be as follows:

- Definition of the work plan and of the critical points, so as to ensure the quality of the services provided and the timely implementation of the individual Contract Scope activities.
- Overall responsibility for delivery of the results (deliverables, services provided) of the Contract.
- Preparation of the inception, progress and completion Reports, with clear references to the results achieved.
- Coordination of the participation and responsibilities of the experts who will perform the Contract Scope.
- Maintaining close and ongoing cooperation with the Contracting Authority (and its competent bodies: Project Manager and SC), and provision to it of information updates on the implementation progress, the work carried out and the solutions or alternatives adopted.

The Contractor shall bear all costs in connection with the implementation of the Contract Scope. More in particular, the Contractor shall bear the accommodation, subsistence and travel costs for the Project Team members. The Contractor shall ensure sufficient resources for translation, interpretation, printing etc., as required by the Contract Scope activities in each case.

## **5. LOCATION AND DURATION OF CONTRACT SCOPE IMPLEMENTATION**

### ***5.1 Location of Contract Scope implementation***

Project's activities are to be implemented at the target markets of Germany, Poland and Czech Republic while in some cases services may be provided in Cyprus, Greece, Bulgaria and Romania.

### ***5.2 Duration of Contract Scope implementation***

The period of implementation of the Contract Scope shall be **36** months from the date of commencement of the contract.

## **6. REPORTS**

### ***6.1 Reporting requirements***

The Contractor should submit to the Contracting Authority the following Reports (in addition to the reports/ deliverables stated in paragraph 4.1) on the implementation of Contract Scope activities and the results achieved:

- Communication Plan and Y1 Action Plan– within **three** weeks from Contract signature.



- Progress Reports and Action Plan– every **12** months throughout the Contract implementation period.
- Completion Report – at the end of the Contract implementation period.

The Communication Plan and Action Plans should contain the following:

- The key issues identified.
- The updated Contract Scope implementation schedule, indicating the critical points.
- The work plan for implementation of the Contract Scope.

The Progress Reports should contain the following:

- Presentation of the progress made in all activities and deliverables (with clear distinction between activities in progress, activities completed and activities which have not yet started), list of the meetings held with staff of the Contracting Authority and/or other involved entities.
- Updated work plan for the period until the submission of the next Progress Report.
- Presentation of the progress in the implementation of the actions decided to be carried out for solving problems identified in previous periods.
- Identification of problems and proposals for their solution.

The Completion Report should contain the following:

- A list of all activities implemented and deliverables developed.
- An assessment of the degree to which the expected results were achieved.
- Proposals regarding future needs of the Contracting Authority in connection with the scope of the implemented contract.

The Contractor shall submit Ad-hoc Reports whenever it deems that it should inform the Contracting Authority of significant issues or when it is requested to submit an opinion on special issues related to the Contract Scope.

## **6.2 Submission and approval of Reports**

All the Reports of the above paragraph should be submitted in **<number of copies>** copies to the Contracting Authority, for the attention of the Project Manager.

REFRESH 826015

APPENDIX: TEMPLATES FOR FORMS



ΚΕΝΤΡΙΚΗ ΕΝΩΣΗ  
ΕΠΙΜΕΛΗΤΗΡΙΩΝ  
ΕΛΛΑΔΟΣ



## CONTENTS

<b>FORM 1:</b>	<b>COMMITMENT NOT TO WITHDRAW THE TENDER</b>
<b>FORM 2:</b>	<b>SOLEMN DECLARATION CERTIFYING THE TENDERER'S PERSONAL SITUATION</b>
<b>FORM 3:</b>	<b>TENDERER'S ECONOMIC AND FINANCIAL STANDING</b>
<b>FORM 4:</b>	<b>TECHNICAL AND PROFESSIONAL ABILITY</b>
<b>FORM 5:</b>	<b>CV</b>
<b>FORM 6:</b>	<b>TECHNICAL OFFER</b>
<b>FORM 7:</b>	<b>PROJECT TEAM PRESENTATION TABLE</b>
<b>FORM 8:</b>	<b>FINANCIAL OFFER</b>
<b>FORM 9:</b>	<b>TABLE OF EVALUATION CRITERIA</b>
<b>FORM 10:</b>	<b>LIST OF CONTRACTOR'S CERTIFICATES</b>
<b>FORM 11:</b>	<b>PERFORMANCE GUARANTEE</b>
<b>FORM 12:</b>	<b>DECLARATION OF OTHER ENTITIES</b>

**FORM 1**

**COMMITMENT NOT TO WITHDRAW THE OFFER**

**Tender No. ....**

1. We refer to the offer we have submitted for ....., which is valid for the period specified in the tender documents and which, under the terms of the tender, tenderers have no right to withdraw.
  
2. Is in our knowledge that in accordance with the terms of the tender documents if:
  - a. After the closing date for the submission of Tenders, withdraw our Tender or a part thereof during its period of validity, or
  - b. has been ascertained that we have submitted any false declaration or false certificate, or
  - c. Having been notified of the acceptance of our Tender by the Contracting Authority during the period of validity of the Tender, and having been notified to present ourselves for signing the Contract:
    - (i) Refused or neglected to produce within the specified time limit any Certificate and/or other document and/or the Performance Guarantee and/or fulfill any other of our obligations deriving from our participation in the present tender procedure, or
    - (ii) Refused or neglected to sign the Contract,

The following penalties may be imposed to us:

- a. Declaration of us in default and deprivation of all of our rights to the Award of the Contract,
  - b. The penalties provided for by the Law and the Regulations regarding participation in future tender procedures leading to the award of a contract.
- 
3. In addition, we undertake to pay the Contracting Authority a compensation amount equal to 5% of our financial offer or part thereof which has been withdrawn.

Signature of Tenderer or its Representative: .....

Signatory Name: .....

Identity Card / Passport No. of Signatory: .....

Capacity of Signatory: .....

Date: .....

Details Tenderer<sup>1</sup>: .....

Name of the Tenderer: .....

Note 1: In the case of a consortium of natural and / or legal persons, the details of the consortium and of each member of the consortium.

## FORM 2

### SOLEMN DECLARATION CERTIFYING THE TENDERER'S PERSONAL SITUATION

To: **<name of Contracting Authority>**

Subject: **<Tender procedure title>**.

Tender procedure no.:

I solemnly declare that:

- a. I have not been convicted and neither have I admitted:
- i.* participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime,
  - ii.* corruption as defined in Article 3 of the Convention of the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA,
  - iii.* fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities of 27/11/1995,
  - iv.* terrorist offences or offences linked to terrorism as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or inciting, aiding or abetting, an offence as defined in Article 4 of the aforementioned Decision,
  - v.* money laundering or terrorist financing as defined in Article 2 of the national laws for the Prevention and Suppression of Money Laundering and Terrorist Financing, Laws of 2007 - 2016,
  - vi.* child labour and other forms of trafficking in human beings in accordance with Article 2 of the Law 60(I) of 2014 on the Prevention, Fighting against Trafficking in and Exploitation of Human Beings and Protection of Victims.

It is noted that the Contracting Authority's obligation to exclude me from the procurement procedure is also applicable if the person convicted by final judgement or having admitted any of the above, is a member of an administrative, management or oversight body of my organisation or has powers of representation, decision or control therein.

- b. I am not guilty of grave professional misconduct which renders my integrity questionable.
- c. I have not entered into agreements with other economic operators aimed at distorting competition.

- d. I do not have a conflict of interest within the meaning of Article 6 of Law that cannot be effectively remedied without excluding me from participation in the tender procedure.
- e. I have not distorted the competition from my prior involvement in the preparation of the procurement procedure, as referred to in Article 38 of Law that cannot be effectively remedied without excluding me from participation in the tender procedure. I have not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions. I have not been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria and I have not withheld such information and I am able to submit the supporting documents required pursuant to Article 59 of Law.

Any paragraph that does not apply should be deleted and the space below should be used to provide clarifications.

.....  
 .....

Signature:

Name of signatory:

Identity Card / Passport No. of signatory:

Capacity of signatory

Details of Tenderer or consortium participant **<delete as appropriate>**

Name: .....

Country of establishment: ..... Address: .....

.....P.O. Box.....

Address for correspondence (if different) .....

.....P.O. Box.....

Contact tel. no. .... Contact fax no. ....

**FORM 3**

**DOCUMENTATION OF THE TENDERER'S ECONOMIC AND FINANCIAL STANDING**

*(Please complete the following financial data tables based on your annual financial statements for the last three years, using the previous year as the last reference year. If the Tenderer is a consortium, Table A is completed with the aggregate data for all the members of the consortium and Table B is completed for each consortium member separately. If the Tenderer is only one person, the Table A is completed).*

**Table A**

<b>Financial data</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>	<b>Average</b>
Annual turnover (in EURO)				

**Table B**

**Name of Consortium member: .....**

<b>Financial data</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>
Annual turnover (in EURO)			

**General Note:** Pursuant to the provisions of article 63 of Law 73(I)/2016 or article 76(1)(α) of Law 140(I)/2016, the Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the Tenderer makes use of this facility, then the above tables should also include the data for such third parties (one or more).

**FORM 4**

**DOCUMENTATION OF THE TENDERER'S TECHNICAL AND PROFESSIONAL ABILITY**

**1. EXPERIENCE OF THE TENDERER**

*Please complete the table below listing the data of contracts as requested in paragraph 6.4. Part A of the Prequalification Documents and which the entity is currently implementing or has implemented during the last 3 years. The number of such contracts must not exceed 10)*

No. (max 10)	Project Title						
Name of entity (Consortium member)	Country	Total Contract Value (EURO)	Share of the contract carried out by the Entity (%)	Client (Contracting Authority)	Origin of Funding	Dates (start/end)	Other Consortium members (if any)
...	...	...	...	...	...	...	...
Detailed description of project					Type of service provided		
...					...		





## 2. PERSONNEL OF THE TENDERER

### 2.1 Table A

*(Please complete the table below with the data requested regarding the personnel of the Tenderer for the current year and for the two previous years. If the Tenderer is a consortium, the table is completed with the aggregate data for all consortium members and not separately for each member).*

Personnel employed by the Tenderer under a permanent employment relationship	<Year>		<Year>		<Year>	
	Total	Number of personnel employed having duties related to the subject matter	Total	Number of personnel employed having duties related to the subject matter	Total	Number of personnel employed having duties related to the subject matter
Leader						
Consortium Member 1						
Consortium Member 2						
etc.						
<b>TOTAL</b>						

### 2.2 Table B

*(Please complete the table below with the data for the personnel employed by the Tenderer under a permanent employment relationship. If the Tenderer is a consortium, the table is completed separately for each Consortium member).*

No.	Name and Surname	Position in the Entity	Educational Qualifications	Year of Recruitment

**General Note:** Pursuant to the provisions of article 63 of Law 73(I)/2016 or article 76(1)(α) of Law 140(I)/2016, the Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the Tenderer

makes use of this facility, then the above tables should also include the data for such third parties (one or more).

### **3. KEY EXPERTS OF THE PROJECT TEAM**

*For documenting the professional experience and qualifications of the Project Team members, as these are specified in paragraph 6.4.3 of Part A of the Tender Documents, please attach to this Form detailed CVs of these persons, in the format of Form 5.*

**FORM 5**

**CV**

**Proposed Position in the Project Team:**

1. **Family name:**

2. **First name:**

3. **Date of birth:**

4. **Nationality:**

5. **Education:**

Name of Institution	Period of Attendance		Degree / Certificate acquired
	From	To	

6. **Languages:** Mark 1-5 for competence (1 – excellent, 5 – elementary)

Language	Reading	Writing	Speaking

7. **Membership of professional bodies:**

8. **Other skills:** (e.g. computer literacy)

9. **Present position in the organisation:** (State the current employment - position in an Enterprise, Public or Private Sector Organisation, activity as freelance professional etc.)

10. **Key qualifications:** (State the key qualifications and capabilities of the person as these arise from his professional and other experience to date)

11. **Professional experience record:**

Company / Organisation	Period		Position	Description of Duties*
	From	To		

\* Provide a detailed description of duties, so that the relevance to the requested services, and the level of involvement and responsibility, may be established.

12. **List of projects similar to the one being put out to tender**

Project title	Implementation dates (start-completion)	Project value	Recipient / Contracting Entity	Summary description of project	Responsibilities – Duties

13. **Other related data/information:**

**Note:** The Contracting Authority reserves the right to check at any stage of the procedure the correctness of the information supplied in the CV. To this end, the Tenderer must, if so requested, submit the required documentary evidence, as appropriate in each case.

**FORM 6**  
**TECHNICAL OFFER**

To: **<name of Contracting Authority>**

Subject: **<Tender procedure title>**

Tender procedure no.:

Closing date for the submission of tenders:

1. After examining the Tender Documents and after developing a full understanding of the Contract Scope, we the undersigned undertake to commence, execute and complete the Contract Scope in accordance with the Tender Documents and our attached Technical Offer, and for the price that we state in our Financial Offer.
  
2. Should our offer be accepted, we undertake to commence the execution of the Services on the date stated in the contract.
  
3. We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 2.16 of Part A of the Tender Documents, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.

Signature of Tenderer or  
of Tenderer's Representative .....

Name of signatory .....

Identity Card / Passport No. of signatory .....

Capacity of signatory .....

Details of Tenderer<sup>1</sup>

Name of Tenderer .....

Country of establishment .....

Address..... P.O. Box .....

Address for communication (if different) .....

P.O. Box .....

Contact tel. no. ....

Contact fax no. ....

VAT Register No. ....

(country of enrolment on the VAT Register) .....

Date .....

Witness (Name, Signature and Address)

.....  
.....

Note 1: In the case of a consortium of natural and/or legal persons, the details for the consortium and the details of each consortium member must be given.

Note 2: All blank fields must be completed by the Tenderer or by the Tenderer's Representative.

**FORM 7**

**PROJECT TEAM PRESENTATION TABLE**

<b>Name and surname</b>	<b>Position in Project Team</b>	<b>Years of experience</b>	<b>Experience in the contract scope</b>	<b>Responsibilities-Duties</b>	<b>Person-months</b>



**FORM 8**  
**FINANCIAL OFFER**

To:

**<name of Contracting Authority>**

Subject: **<Tender procedure title>**

Tender procedure no.:

Closing date for the submission of tenders:

1. After examining the terms of the Tender Documents 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 Documents and our Technical Offer, for the total amount of € .....(in full ..... Euro and ..... cent), plus VAT.
2. The total amount of the offer is analysed in the attached Financial Offer Analysis Table.
3. Should our offer be accepted, we undertake to deposit a Performance Guarantee for the amount and in the format specified in the Tender Documents, and to commence the execution of the Services within the time limits provided for in the conditions of the Agreement and to complete them within the time limits stated in the Tender Documents and our Offer.
4. We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 2.16 of Part A of the Tender Documents, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.
5. Until an official Agreement is prepared and signed, our present Offer, together with your written acceptance, shall constitute a binding Contract between us.

## FINANCIAL OFFER TABLES

**Table 1 – Total budget per WP**

WP	Year 1			Year 2			Year 3			Total		
	Direct cost	Fees	Total	Direct cost	Fees	Total	Direct cost	Fees	Total	Direct cost	Fees	Total
WP 1												
.....												
WPn												
<b>Total</b>												
VAT												
<b>Total plus VAT</b>												

**Table 2 – Analytical budget per WP**

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

Signature of Tenderer or  
of Tenderer's Representative .....

Name of signatory .....

Identity Card / Passport No. of signatory .....

Capacity of signatory .....

Date .....

Details of Tenderer<sup>1</sup>

Name of Tenderer .....

- Note 1: In the case of a consortium of natural and/or legal persons, the details for the consortium and the details of each consortium member must be given.
- Note 2: All blank fields must be completed by the Tenderer or by the Tenderer's Representative.

**FORM 9**

**TABLE OF EVALUATION CRITERIA**

<b>Evaluation Criteria</b>	<b>Weighting factor (%)</b>
<b>CRITERIA GROUP A: Approach and Methodology</b>	<b>70%</b>
<b>Understanding the requirements of the contract scope</b>	<b>20%</b>
<ul style="list-style-type: none"> <li>• <i>Level of understanding of the project environment (30%)</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Level of understanding of the targets and identifying critical parameters in achieving them (40%)</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Level of identifying and hierarchy of risks as well as possible ways of dealing with them (30%)</i></li> </ul>	
<b>Methodologies, support tools and quality assurance</b>	<b>20%</b>
<ul style="list-style-type: none"> <li>• <i>Clarity of the proposed methodology and tools for the completion of the Project (60%)</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Documentation of the methodology and tools to be used (40%)</i></li> </ul>	
<b>Breakdown of the contract scope into activities and deliverables</b>	<b>45%</b>
<ul style="list-style-type: none"> <li>• <i>Detailed description of the contract activities (60%)</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Detailed description of the contract deliverables (40%)</i></li> </ul>	
<b>Contract scope implementation schedule</b>	<b>15%</b>
<ul style="list-style-type: none"> <li>• <i>Feasibility and realism of the timetable in respect to the available resources</i></li> </ul>	
<b>CRITERIA GROUP B: Project Team</b>	<b>30%</b>
<b>Organisational effectiveness of the Project Team</b>	<b>50%</b>
<ul style="list-style-type: none"> <li>• <i>Effectiveness of the proposed organizational structure (organizational chart, management and communication system)</i></li> </ul>	
<b>Clarity of the responsibilities and duties of the experts in relation to the activities of the contract</b>	<b>25%</b>
<ul style="list-style-type: none"> <li>• <i>Proficiency and clarity in defining the responsibilities and tasks of the proposed project team in relation to the contract requirements, the</i></li> </ul>	

<b>Evaluation Criteria</b>	<b>Weighting factor (%)</b>
<i>proposed organization chart and timetable (30%)</i>	
<ul style="list-style-type: none"> <li><i>Cohesion of the proposed project team in relation to the cooperation (temporary or permanent) and the extent of previous collaboration between the members of the Team and the effectiveness of their coexistence in other contracts (30%)</i></li> </ul>	
<ul style="list-style-type: none"> <li><i>Allocation of the necessary resources (person-time / other experts / supporting tools) for the execution of all activities of the contract (40%)</i></li> </ul>	
<b>Professional Experience of the Project Team</b>	<b>25%</b>
<ul style="list-style-type: none"> <li>Experience in project of same scope</li> </ul>	
<b>TOTAL</b>	<b>100%</b>

## **FORM 10**

### **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 6, paragraph 6.2(1)(a) of Part A of the Tender Documents 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 6, paragraph 6.2(1)(c) of Part A of the Tender Documents have been met.
3. An original Certificate issued by a competent authority of the country where the Contractor is established, showing that the participation requirements of article 6, paragraph 6.2(1)(b) of Part A of the Tender Documents have been met.

The authorities competent to issue the above certificates in the Republic of Cyprus are the following:

- The Tax Department {(Form no. T.Φ.2004}2018)
  - The Department of Social Insurance Services (for employers, Form Y.K.A. 2-022, and for self-employed persons, Form Y.K.A. 2-023)
4. Solemn Declaration Certifying the Tenderer's personal situation (Form 2).  
If the Tenderer relies on the capacities of other entities, then the Solemn Declaration Certifying the personal situation must be submitted for those entities too.
  5. If the Contractor is a Consortium, the above certificates must be submitted by all Consortium members as required in paragraph 6.2(2) of Part A of the Tender Documents.

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

#### **Note:**

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

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

**FORM 11**

**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  
Consultant") 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 Consultant, 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 Consultant 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 Republic of Cyprus and shall fall within the jurisdiction of the courts of the Republic of Cyprus.

Sincerely,

[Bank/Credit Institution]  
(signature and stamp)

{ Place stamp }  
duties here

Date: .....



**FORM 12**

**DECLARATION OF OTHER ENTITIES**

To

(Hereinafter called «Contracting Authority»)

Subject:

Tender No. : ..... / 201...

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

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

Yours sincerely,

Signature of the Entity .....

Name of Signatory.....

Number of ID/Passport of the signatory .....

Status of signatory.....

\*The resources that will be at the disposal of the successful economic operator for the execution of the Contract should be explicitly set and analysed.