ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA

ASOP AGIOS ATHANASIOS DRAMAS

Specifications of Call for Proposals No 2/2023

EU Organic Juice Planet 101095544

Information project for promotion of European organic fruit juices (apple, grape, forest berries and pomegranate juices) in Germany, France and Sweden.

Service contract for implementing the project submitted under AGRI-MULTI-2022 and financed by EU according to Regulation (EU) 1144/2014 and implementing Regulations (EU) 2015/1829 and 2015/1831



Contents

Introduction	3
Legal Context	
Contracting Authorities	4
Subject of EU Organic Juices Planet project	5
Context of the contract	6
Value of contract	6
Lots - variants	6
Duration of contract	<i>7</i>
Legal, Economic, financial and technical information	<i>7</i>
Procedure	8
Evaluation of tender(er)s and award	13
Informing the candidates / tenderers	16
Confidentiality	17
Intellectual property rights	17
Appeals	17
Finalization of procurement – award of contract	17
ANNEX A - Description of Contract	18
ANNEX B- Financial tender tables	35
ANNEX C – Submission form	36
ANNEX D – Technical and Professional Capacity	39
ANNEX E – Declaration of Honor	42
ANNEX F -Power of Attorney	46
ANNEX G -Letter of Intent for Subcontractor	47
ANNEX H - Declaration of other Economic operators	
ANNEX I – Specimen of Service Contract	

Introduction

ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA as Coordinator and ASOP AGIOU ATHANASIOU DRAMAS as Partner (hereinafter as the Contracting Authorities) are launching an open procurement for the selection of implementing body (Contractor) for services regarding the "EU Organic Juice Planet" project submitted in the frame of the **AGRIP-MULTI-2022** (Call for proposals for multi programmes 2022) **Topic: AGRIP-MULTI-2022 Type of action: AGRIP-PJG** (AGRIP-MULTI-2022-IM-ORGANIC) **Proposal number: 101095544** entitled "Information project for promotion of European organic fruit juices (apple, grape, forest berries and pomegranate juices)" in Germany, France and Sweden according to **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.

The procedure will be performed according to the terms of the present Specifications that have been approved by competent bodies of Contracting Authorities.

All terms and conditions are obligatory, unless it is mentioned elsewhere, for Tenderers. The Evaluation Committee (hereinafter the Committee), authorized and assigned by the Contracting Authorities, is the competent body for the publicity of the Call for Proposals, for the communication with Tenderers and will receive and evaluate offers submitted. The Contracting Authorities will proceed to the award of contract(s) according to the decision of the Committee.

Tenderers waive any right to claim any compensation from the Contracting Authorities in the event of a postponement, failure or cancellation of the procurement or rejection of their submitted offer for any reason or in the event that the Contracting Authority decides not to implement the project.

The time limit for requests to participate is **12/04/2023**. Questions or clarifications concerning the present Specifications can be submitted written until **12/04/2023**. Replies will be communicated in written until **14/04/2023**. The time limit for submission of Tenders is **24/04/2023 13:00** local time (Bucharest).

Legal Context

The competitive procedure is governed by two main principles: the *best value for money* and the *conflict of interest* along with the fundamental principles of *non-discrimination*, *equal treatment* as well as *full transparency* on the selection and award criteria. Moreover, the competitive procedure is governed by the national and union legislation and guidelines and specifically:

- Regulation (EU) No 1144/2014 of the European Parliament and of the Council of 22 October 2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008.
- Commission Delegated Regulation (EU) 2015/1829 of 23 April 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries
- Commission Implementing Regulation (EU) 2015/1831 of 7 October 2015 laying down rules for application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries
- Note "GUIDANCE ON COMPETITIVE PROCEDURE" of the EUROPEAN COMMISSION (DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT | Directorate B. Multilateral relations, quality policy | B.5. Promotion) DDG1.B5/Mj/db D(2016)3210777
- Applicant's guide on the implementation of the measure of information and promotion of agricultural products on the internal market and in third countries, code PPA2-AE, 1st edition, copy no. 1, 2018
- The Grant Agreement "-101095544 EUOrganicJuicePlanet", between ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA (BIOROMANIA) and AGROTIKOS SYNETAIRISMOS PARAGOGON OPOROKIPEFTIKON (ASOP) as beneficiaries and the EUROPEAN RESEARCH EXECUTIVE AGENCY (REA under the powers delegated by the European Commission signed on 09th, September 2022.

Contracting Authorities

Coordinator	
Official Name	ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA
Postal Address	Strada Petricani, nr. 11D, room 10, sector 2
Town	Bucharest, Romania
Telephone / Fax	+40 0746111888

Email	programe@bio-romania.org
Contact person	Avraham Marian Cioceanu

Project Partner	
Official Name	AGROTIKOS SYNETAIRISMOS PARAGOGON OPOROKIPEFTIKON
Postal Address	AGIOS ATHANASIOS 663 00
Town	DRAMA
Telephone / Fax	2521300928
Email	sales@e-rodi.gr
Contact person	Grigorios Argyriou

- Information can be obtained from the contact points mentioned above.
- Specifications and additional documents can be obtained after written communication by email to the contact point mentioned above.
- Tenders must be sent to Coordinator contact point.

Subject of EU Organic Juices Planet project

The proposal falls in AGRIP-MULTI-2022-IM-ORGANIC Information provision and promotion programs aiming at increasing the awareness and recognition of Union quality scheme of organic production method in Internal market as defined in Article 5(4)(b) of Regulation (EU) No 1144/2014. The proposal is for promotion of organic apple, grapes, forest berries and pomegranate juice in Germany, France and Sweden. General and specific objectives of the program, its strategy, topics and messages to be disseminated, the selected target countries and target groups, and all of its actions are in accordance with Regulation (EU)№1144/2014 of the EC. The objectives: Increase awareness and recognition of Union quality scheme on organic production, to raise their profile highlighting the specific features of the production method particularly in terms of food safety, authenticity, nutritional value and Increase the market share of European Organic juices in three markets with high growth potential. The action strategy is strongly related to project's objectives and market analysis results. The action joins together 2 proposing organizations from Romania (Bio-Romania) and Greece (ASOP Drama). Each proposing organization had established a wide cultivation network with high quality standards and significant importance to local economies. The activities have been chosen by taking into account the most reliable, up-to-date information and promotional channels that correspond to specific market needs. To this purpose the main characteristics of the target markets (consumer behavior, demand, distribution network) and the corresponding target groups have been taken into account, in order to achieve the best possible results. The high nutritional value of Organic fruit juices are ensured by the applicable standards, the requirements relating to the production of organic systems while regular consumption of super food (organic juices). Total budget of the proposal: 1.984.037euro

Object of the contract

Contractor will undertake the realization of the work packages and activities described in ANNEX A of the present. Activities will be developed and performed in Romania and Greece and in the country of origin of the implementing body.

Context of the contract

The contract concerns the following services. Further analysis is presented in ANNEX A of the present.

Work package	Activity	Budget in EUR
Public Relations	Continuous PR Activities	182 160.00
Website, social media	Website setup, updating, maintenance Social media (Accounts setup, regular posting)	78 980.00
Advertising	Print Online	300 610.00
Communication tools	Promotional videos	36 300.00
Events	Stands at trade fairs Seminars, workshops, B2B meetings, trainings for trade/cooks, activities in schools Other events	629 208.00
POS Promotion	Tasting days	499 653.00

Value of contract

Estimated value of the contact to be awarded is **EUR 1,726,911** (without VAT) and concerns direct cost of actions, fees of implementing body and other direct costs of activities.

Lots - variants

The contract is divided in two (2) lots (LOTRO and LOTGR) and tenderers should submit their offer for all lots included. No variants will be accepted. Estimated value of LOTRO is EUR **518,074** and estimated value of LOTGR is EUR **1,208,837**.

Duration of contract

The duration of the contract will be for 36 months starting from the date of the signature of the Grant Agreement between the Contracting Authority and European Research Executive Agency (REA) on behalf of the European Commission.

Legal, Economic, financial and technical information

Participation in the tendering procedure

Participation is open on equal terms to all economic operators (legal entities or consortium of entities) with activity related to the promotion, advertising, marketing and consultancy services of the agri-food sector, legally operating in EU Member States or within the European Economic Area (EEA) while tender is also covered by the GPA (Government Procurement Agreement).

If tenderers participate in a consortium (joint tender) the conditions for participation must be met by all of its members. In case of a joint tender, all members assume joint and several liabilities toward the Contracting Authority for the performance as a whole. Nevertheless, tenderers must designate one of the economic operators as Leader and as a single point of contact for the Contracting Authority. The Leader shall be authorized to submit the tender on behalf of the group and act on behalf of its member in connection with the tender.

The tender must identify the participating operators (members) by filling for each one Annex C (Submission form). The tender shall clearly specify the role and tasks of each member within the tender.

Consortiums of entities are not required to form a specific legal entity in the stage of tender submission. In case that a contract is awarded, the Contracting Authorities have the legal right to request from the consortium to form such a legal entity before the contract is signed, if this change is necessary to the proper performance of the contract. The Contracting Authorities will sign two separate contracts with the leader on behalf of all members of the group, authorized by the other members via powers of attorney (ANNEX F). In this case, each participating economic operator shall accept and comply with the terms and conditions set out in the tender specifications and the contract.

Legal entities may not participate in more than one tender, under penalty of exclusion of all tenders involved in. The same prohibition covers and subcontractors who may work with only one single tenderer.

Subcontracting

Subcontracting is permitted, but the contractors will retain full liability towards the Contracting Authorities for performance of the contracts as a whole. The Contracting Authorities will not have any direct legal commitment with the subcontractor(s).

Tenderers are required to identify subcontractors whose **estimated share of the contract** is **above 30** % of proposed budget of each service of the contract (hereinafter referred to as "identified subcontractors").

The tender must clearly identify these above mentioned subcontractor(s) (identity, role, specific tasks, proportion of the contract the tenderer intends to subcontract in

total and by each subcontractor when this is above the % indicated above) and attach a statement declaring their undertaking to collaborate with the tenderer (s) in case of award of the contract (by enclosing the written Letter of Intent of the subcontractor(s) presented in ANNEX G).

During the execution of the contract, the change of any subcontractor identified in the tender or any additional subcontracting will be subject to prior written approval by the Contracting Authority.

Rely on the competence of other economic operators

Economic operators may, in respect of the criteria of economic - financial standing and technical and professional capacity, rely on the competences of other economic operators irrespective of the legal nature of the bond with them. In this case, they shall demonstrate that they will have the necessary resources at their disposal by producing the relevant commitment of the entities on which they rely. Specifically, with regard to the related professional experience, economic operators, may only rely on the capabilities of other economic operators if they perform the tasks or services for which those capabilities are required. Where economic operators rely on the competences of others in relation to the criteria relating to the financial and financial competence required by the declaration, those economic operators and those on which they rely shall be jointly and severally liable for the performance of the contract. Under the same conditions, economic operators' associations may rely on the competences of the participants in the group or consortium or other entities.

Requirements as to the tender(er)

- Legal and regulatory capacity
- Economic and financial capacity
- Technical and professional capacity

Procedure

Time limit for requests to participate

Request to participate must be submitted until 12.04.2023 in written to the contact point.

Questions or clarifications concerning the present Specifications may be sent by e-mail no later than 12.04.2023 to the contact point.

Replies will be communicated to all tenderers no later than 14.04.2023 by the Committee.

Deadline for submission of tenders

Tenders must be submitted not later than 24/04/2023 – 13:00 (Bucharest local time) either by post or by hand deliveries.

Place of submission of Tenders: Splaiul Unirii, nr.162, cladirea Laborator, et.1 sector 4, Bucharest, Romania

Language(s) in which tenders or requests to participate may be drawn up

Main language of the tender is English.

Requests to participate may be drawn up in English.

Administrative information (ANNEXES C and D) that should be included in the Administrative Offer) must be in English. Nevertheless, all supporting official documents of each tenderer – consortium of tenderers should be accompanied with a translation in English.

Technical and Financial tender should be in English.

Minimum time frame during which the tenderer must maintain the tender

Tenders will be valid for 60 (sixty) days from the final date of submission of tenders. Tenderers may be requested to extent the validity of their tender.

Conditions for opening tenders - Stages

Members of the Committee assigned by Coordinator will hold a close meeting, after the deadline for submitting tenders, on the 24/04/2023 – 14:00 (Bucharest local time)

Stage 1:

The members of the Committee assigned by Coordinator will verify the content of tenders submitted and fill in the List of Tenderers. Then they will proceed to the opening of Tenders submitted and perform the verification of non-exclusion of tenderers on the basis of the exclusion criteria and verification of selection criteria, opening Administrative dossiers. A protocol of the Committee will be forwarded to the member of the Committee assigned by Partner justifying the outcome on which tenders have passed to the next stage.

Stage 2: The Committee will celebrate a video conference on a mutual agreed day not later than three (3) days from the deadline of submission. Member of the Committee assigned by Coordinator will open Technical and Financial Dossiers and will proceed to the verification of Quality award criterion 1, opening Technical Tenders. Committee will assess ANNEX D of each tender and exclude any tenders that don't meet the criteria. Committee may request clarification of further information from Tenderers in order to finalize its decision. In continuation, they will open "State of Art and Offer" and Financial Tender and assess if they conform to the conditions set in the present. Electronic file of "State of Art" and "Financial Tender" will be send to the member of the Committee assigned by partner and all members of the Committee will evaluate individually tenders according to Quality Award criteria 2, 3 and 4.

Stage 3: Committee will proceed to the final ranking and best price-quality assessment. The final Protocol of the Committee will be forwarded to the competent bodies of Contracting Authorities.

Structure and content of the Tender

Tenders should be typewritten and should not bear irregular corrections (erasures, deletions, additions, etc.). If there are any corrections, additions, etc. should be done with the same printing machine and Committee will confirm that have been occurred before the submission of the Tender.

The tender must include a **cover letter** signed by an authorized representative together with the administrative offer of the tender presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors, if applicable, as well as the name of the single contact point (leader) in relation to this procedure.

In case of a joint tender, the cover letter must be signed by the leader authorized by the other members with Powers of Attorney (ANNEX F). The signed powers of attorney must be included in the tender as well.

Subcontractors that are identified in the tender must provide the Letter of Intent (ANNEX G) signed by an authorized representative.

Third parties must provide the Declaration of other Economic Operators (ANNEX H) signed by an authorized representative.

Tenderer or consortium of tenderers must declare that they waive any right to seek any kind of liability or claim any kind of compensation in case of cancellation or postponement of the tender of rejection of the submitted tender for any reason. Tenderer or consortium of tenderers must indicate the validity of their tender.

They must be submitted in one (1) original hard copy that cannot be unsealed without traces and they will bear the following references:

OPEN CALL FOR PROPOSALS No 2/2023

EU Organic Juice Planet REG (EU) 1144/2014 Deadline 24/04/2023

TO BE OPENED BY THE EVALUATION COMMITTEE

Tender Dossier should include two dossiers that cannot be unsealed without traces and they all bear the same references.

Administrative Tender and one (1) copy in in electronic format (CD/DVD/USB disk)
 The dossier should contain the following documents in one (1) original hard copy

No	Description	Reference
1	Cover Letter	
2	Submission Form	ANNEX C
3	Declaration on Honor signed by the legal representative of the tenderer or the leader and each member of the consortium of tenderers	ANNEX E
4	Certification relating the enrolment of tenderers and or consortium of tenderers on professional or trade registers of the tenderer and each member of the consortium of tenderers if applicable	Issued by competent national authorities
5	Financial statements of the last two (2) years of the tenderer and each member of the	Balance sheet and profit/losses account signed and stamped by the legal representative of

	consortium of tenderers if applicable.	tenderer.
6	Certificates issued by competent national authorities for the fulfillment of taxes and social security obligations of the tenderer and each member of the consortium of tenderers if applicable	Issued at least six (6) months before the deadline of submission of tender by the competent national authorities
7	In case of a tender submitted by a consortium of tenderers a Cooperation Agreement between tenderers where it will be clearly stated the Lead Partner, the authorized representative of the consortium, the scope and services that each partner will contribute in the implementation of the campaign. Additionally, it must be stated that tenderers undertake the liability individually and collectively for the execution of the contract as a whole and of its part undertaken by each member of the consortium.	
8	Certificates issued by bodies in conformity with the European standards series concerning certification attesting the compliance of the economic operator (or at least two operators in case of a joint tender) with quality assurance systems based on the relevant European or national standards.	
9	Power of Attorney (If applicable)	ANNEX F
10	Letter of intent of subcontractors /Declaration of other economic operators (if applicable)	ANNEXES G and H

Administrative documents (4, 5 and 6) should be accompanied by an English translation. Dossier should include all above mentioned documents in electronic format (CD/DVD/USB disk).

Technical and Financial Dossier

Dossier should contain the following seperate sealed folders.

- <u>Technical Tender one</u> (1) original hard copy and one (1) copy in in electronic format (CD/DVD/USB disk)
- 1) ANNEX D Technical and professional capacity
- 2) State of Art and Offer

This part must include a detailed description on how the tenderer(s) is/are planning to provide the requested services, as defined in the technical specifications covering all services described in ANNEX A. The tender should provide all the information needed to appraise the award criteria presented below of the present tender specifications. Its content must be structured in four (4) sections:

- Presentation and justification of tenderers experience: In this section tenderer should provide a description of its profile, state of art and business activities related to the services requested to provide. Presentation of their history, infrastructure, human and technical resources, assets etc.
- Understanding of the project and its objectives and description of methodology: In this section tenderer must provide a comprehensive description of its approach and methodology for the implementation of each service and of the campaign as a whole. A connection to the experience of the tenderer must be justified as well as the procedures especially for actions to be carried out in the target countries. In case of a consortium of tenderers or in case of subcontractors, an allocation of actions undertaken by each of the members of the consortium or subcontractors should be provided.
- Project team, management and administrative procedures: Project Team,
 Project management and administration processes, tasks and roles,
 communication channels and processes especially in cases of consortium of tenderers.
- Action plan and detailed time table: Detailed presentation of actions according to ANNEX A and presentation of the overall timetable for its implementation.

Offers that are irrelevant to the subject of the contract, deviate from the (minimum) requirements or not covering all requirements specified in the tender specifications may be rejected on the basis of non-compliance with the tender specifications.

• <u>Financial Tender</u> - one (1) original hard copy and one (1) copy in in electronic format (CD/DVD/USB disk).

The price for the tender must be quoted in euro, also for tenderers from countries outside the Eurozone. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.

Prices must be clearly indicated. They must be inclusive of all expenses directly or indirectly connected with the service provision (contract management, training of contractor's employees, back-up resources, company management, secretariat, social security, salaries, etc.).

The financial offer may be lower than the estimated value of the contract. However, if the tender is considered abnormally low according to the Committee's judgment, tenderer may request to provide additional information.

This part must include and present:

- An introductive paragraph indicating the overall cost of the offer (in euro without VAT).
- Tables of ANNEX B

- Detailed budget breakdown of each activity (in euro without VAT).
- In case of a consortium of tenderers or tenders with identified subcontractor (s) a table must be created reflecting the member responsible of the heading/activity and the overall sum undertaken by subcontractor (s).

Dossier should include all above mentioned documents in electronic format (CD/DVD/USB disk).

Evaluation of tender(er)s and award

The evaluation is based solely on the information provided in the submitted tender, after access to the market is verified. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of the selection criteria
- Evaluation of tenders on the basis of the award criteria.

The Committee may reject tenders if it is established that the tenderer or an identified subcontractor does not comply with applicable obligations.

The successful tenderers must pass all criteria to be awarded the contract.

Verification of non-exclusion and evidence

All tenderers must provide a declaration on honour (Annex E), signed and dated by their authorized representative, stating that they are not in one of the situations of exclusion listed. Annex E is part of the tender submission form to be included in Administrative offer.

In case of **joint tender**, each member of the group must provide a declaration on honour signed by its authorized representative, as exclusion criteria apply separately to each legal entity of the group.

In case of **subcontracting**, identified subcontractors whose **estimated share of the contract** is **above 30** % of the maximum ceiling for each service must provide a declaration on honour signed by their authorized representative. These declarations should also be included in the tender.

Verification of selection criteria and evidence

The purpose of the selection criteria is to determine whether the tenderer has the capacity to implement the contract. Aspects of this capacity include the legal and regulatory capacity (where relevant), the economic and financial capacity, and the technical and professional capacity.

Each selection criterion consists of three elements: (i) the criterion itself, (ii) a minimum level/minimum requirement and (iii) the supporting documents. The selection criteria *are not scored* by the Contracting Authority. They are subject to a pass or fail assessment.

Selection criteria are applied to the tenderer (and each member in case of a joint tender).

Legal and Regulatory capacity

- Certification relating the enrolment of tenderers and or consortium of tenderers on professional or trade registers
- Certificates issued by competent national authorities for the fulfillment of taxes and social security obligations.
- Certificates issued by national or international independent accreditation bodies attesting the compliance of the economic operator with quality assurance standards.

Economic and Financial capacity

The tenderer (and each member of the tenderer in case of a joint tender) must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following criteria:

• **Turnover or other operating income** - The sum of Turnover and/or Other Operating Income for each of the last two financial years is above one and half million euro (EUR 1,500,000).

Evidence: The tenderer must provide financial statements of the last two (2) years of the tenderer and each member of the consortium of tenderers if applicable.

Quality Award Criteria

Technical and professional capacity criteria

Award criteria are related to the tenderer's state of art and the tender. They seek to evaluate both technical and professional capacity and the most important aspects required by the technical specifications defined in Annex B. The criteria include minimum thresholds that each tender should score per criterion and in total in order to be considered acceptable.

Tenderers should provide adequate information demonstrating their skills, expertise, human resources and significant documented experience. Specifically, tenderers should have proven experience in providing promotion and advertising services for the agri-food business sector over the past five years (2015-2020).

Tenderers should indicate the names and professional qualifications of the staff responsible for the execution of the campaign. The team delivering the service should include, as a minimum, the profiles listed below. If a project team member leaves the project during the implementation period, the contractors must ensure a replacement in due course by another person with equivalent experience and expertise.

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below.

a) Criteria relating to the tenderer (s) delivering the service.

The tenderer must prove experience in implementing advertising and promotion projects for the agrifood sector from which at least 3 for

products under EU Quality Schemes during the past 5 years in 2 different member states or third countries.

The tenderer must prove experience in **implementing advertising and promotion projects ford dairy products** during the past 5 years in 2 different member states or third countries.

Evidence A1: The tenderer must provide a list of references filling in the relevant table of the Submission Form (Annex E) for the past 5 years (2015-2020).

b) Criteria relating to the team delivering the service:

Project Manager: At least **five (5) years** of **international** experience in **project management**, including overseeing project delivery, quality control of delivered service and conflict resolution. He/she should be fluent in English.

Project Coordinator: At least **three (3) years** of experience in financial project **management** of projects of private, national or European funding. He/she should be fluent in English.

PR/Media/Promotion Manager: At least **three (3) years** of experience in **delivering public relation and promotion services.** He/she should be fluent in English.

Evidence: For all profiles listed in the above-mentioned criteria, the tenderer shall complete the relevant section of Submission Form (Annex E).

The tenderers must note that a statement alone, confirming that it understands the objectives of the contract and the work to be carried out, or a repetition of the tender specifications will not be considered as sufficient and will lead to a negative assessment and a major reduction of points under the respective criterion. If certain essential points of these specifications are not expressly covered by the tender, the Contracting Authority may decide to give a zero mark for the relevant quality award criteria.

The contract will be awarded based on the **most economically advantageous offer,** according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the below described criteria. **The maximum total quality score is 100 points.**

Award criterion 1: Technical and professional capacity (YES/NO)

This criterion assesses the capacity of tenderer to undertake the contract and concern the verification of criteria a) and b). If evidences requested do not meet the criteria or they are considered inadequate according to the judgement of the Committee the tender in concern will not pass to the next evaluation stage.

Award criterion 2: Quality of the proposed methodology (40 points – minimum score 50%)

This criterion will assess the quality and the efficiency of the proposed methodology taking into account the description of the services as well as the capacity of the tenderer. This will consider approaches and methods proposed to ensure smooth organization and management of the campaign and each activity covering all related aspects. Completeness is an element of this criterion. Details should be provided as part of the technical offer.

Award criterion 3: Organization of the work and resources, quality assurance (20 points – minimum score 50%)

This criterion will assess how the different economic operators (joint tenders, incl. subcontractors, if applicable) and the project team share responsibilities, roles, time and resources globally and for each identified task, and the back-up systems in order to be effective. This criterion will also assess the quality assurance mechanisms used to ensure timeliness, quality of the deliverables, the language Excellency and flexibility. Completeness is an element of this criterion. The criterion will also assess the approaches/methods proposed for ensuring efficient coordination between and with various parties involved (Contracting Authority and stakeholders, competent national and European authorities etc). Details should be provided as part of the technical tender

Award Criterion 4: Efficiency and effectiveness of the actions (40 points – minimum score 50%)

This criterion will assess the methods, tools and indicators which will be used to measure the efficiency and the effectiveness of the actions carried out within the scope of the services. Quality, quantity and cost effectiveness shall be considered in the proposed measurement indicators. Details should be provided as part of the technical offer.

Price and Award Method

Only the tenders that have reached the technical quality thresholds announced for the quality award criteria will be subject to best price-quality assessment.

Ranking of tenders

The tender with the lowest price will be awarded 100 points. The other tenders will be awarded points on the basis of the following formula:

Points = (lowest price/price of the bid in question) x 100

<u>Calculation of the most economically advantageous tender on the basis of the best</u> price/quality method:

In order to determine the most economically advantageous tender for the award of the contracts, a quality/price ratio of **80/20** will be applied to each tender in the following way:

Score for tender X = Lowest Price/Price for tender x 20% + total quality score (out of 100) for all quality award criteria of tender x 80%.

The Committee will draw up an Evaluation Protocol with the results of the procedure that will be submitted to the Board of Directors for final approval.

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

Informing the candidates / tenderers

The Committee will inform the candidates/tenderers (winner tenderer/tenderers, tenderers that have been rejected or unsuccessful tenderers) in written form, as soon

as possible after the act of the Board of Directors about the decisions regarding the awarding of the contract.

In case of annulation of the procedure the Contracting Authorities will inform in written all the participants, from the date of annulment, both the ceasing of the obligations of the participants, created by submitting tenders, as well as the reason of the annulment.

Confidentiality

The Contracting Authorities shall not disclose the information provided by the economic operators indicated by them as confidential, including technical or commercial secrets and the confidential elements of the tenders.

Intellectual property rights

The ownership of the results and of all deliverables produced in the context of the contact is of the Contracting Authorities.

Appeals

Tenderers whose tenders are rejected either because they do not meet the requirements on the basis of the selection criteria or disagree with Committee's judgment and the outcome of the evaluation have the right to submit a written objection according to the provisions of national law.

Finalization of procurement – award of contract

The service contract (ANNEX I) with the highest ranked tenderer will be drawn in conformity to the Grant Agreement.

ANNEX A - Description of Contract

Objectives

The programme's overall and specific objectives, its strategy, the themes and messages to be communicated, the selected target countries and target groups and also its actions are all in full accordance and comply with the general and specific objectives set out in Article 2 of Regulation (EU) No 1144/2014, aiming to increase awareness and recognition of the Union quality scheme on organic production method and to enhance the competitiveness and consumption of organic products, raise their profile and increase their market share, the Topic AGRIP-MULTI -2022-IM-ORGANICS for Information provision and promotion programmes concerning the organic products under Union quality scheme defined in Article 5(4)(b) of Regulation (EU) No 1144/2014 in Internal market and the overall situation of the Organic juice sectors and the three markets of interest. Based on the analysis of the markets they are categorized according to the following set of criteria:

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

OBJECTIVE	INDICATORS	IMPACT
Increase awareness and recognition of Union quality scheme on organic production in the three target countries and enhance the image, competitiveness and consumption of Union organic products and to raise their profile	to Germany, France and Sweden	Highlighting the specific features of the organic production method, particularly in terms of sustainability, quality and characteristics of the product and the production process used and the environmental benefits they generate, achieve added value for the products concerned and enhance their market opportunities.
Increase the market share of the European organic products in three markets with high growth potential		Increase awareness of recognition of the Union quality scheme on organic production method and to enhance the competitiveness and consumption of organic products(juices) +4 % annual increase of exports value within 2023-2025 period

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

➤ 1st Level: Increase awareness and recognition of Union quality scheme on organic production in the three target countries and enhance the image, competitiveness and consumption of Union organic products and to raise their profile-The image of European products should be strengthened in the selected market, since a significant part of the consumption is covered by imports from the third countries. Consumers in the three markets have incomplete or no picture at all

for Organic products and their specific qualities which distinguish them from the same products imported from third countries

➤ 2-nd Level: Increase existing level of exports (Improving exports to the selected countries). The role of specific influence centers / channels / multipliers is very important variable in the equation/ program cycle: through them direct effect can be brought and direct market effects can contribute to goal achievement. The identified prospects for the four markets as indicated by the market analysis will benefit the overall image of European organic products and will stimulate demand.

All objectives are SMART:

Specific	Measurable	Achievable	Results - focused	Time - bound
Increase awareness and recognition of Union quality scheme on organic production in the three target countries and enhance the image, competitiveness and consumption of Union organic products and to raise their profile	Number of People who have been informed effectively	The action follows a methodology described analytically in section 2.5	Objectives are directly correlated /connected with the results of the Program	By the end of the Project specific results will be achieved
Increase the market share of the European organic products in three markets with high growth potential	Value Exports will increase 4 % in three markets	The action follows a methodology described analytically in section 2.5	Objectives are directly correlated /connected with the results of the Program	By the end of the Project specific results will be achieved

They are Specific: Increasing the awareness and recognition of Union quality scheme on organic production and exports towards in the three target countries. Specific results will be produced after the implementation of specific milestones.

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

☐ Questionnaires, exitpolls (Objective 1)
$f\square$ Official statistical data, secondary sources, the sales of the products), official
statistical data provided by the national bodies/EU, secondary sources (Objective 2)
☐ Qualitative assessment of impact indicators (Objective 1)

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

a concrete schedule for the performance of the activities, which guarantees the cohesion and mutual complementarities between the activities.

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

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

Open markets of interest: The level of cooperation/relations with the distribution and sales network is limited fuelled also from the non- existed demand and awareness on the product. Improving these two elements (cooperation/relation) and engaging importers / wholesales / retailers within the action a strong boost in demand can be generated and new sales (exports)/opening of the market for sales (exports) will be achieved.

Enhancing the image of European products in the target countries: Improvement of their image and increase of awareness amongst specific target groups for the particular product under promotion will benefit the overall image of European organic products and will stimulate demand. Awareness will focus on specific aspects such as: Information on the intrinsic characteristics of the products - taste, nutritional value. Practical information on their multiple uses Information on safety and quality standards in the manufacturing process, in their specifications and requirements for distribution of processing, packaging and products. The promotion/encouragement/stimulation of demand for the particular Organic fruit juices will lead to the increase of sales. This will be achieved by: Seeding, growth and development of distribution and sales network and engaging specific influence centres/channels/ multipliers. The objective of the action (Enhance the image of European products in the target countries and increasing existing level of the total products exports) are precise and comprehensible, and provide answers to the following questions:

SPECIFIC

Who? The action is focused on: (a) distributors, (b) public opinion formers (Distributors, Multipliers, journalists) and (c) consumers 6-65 age group old middle-income urban population and especially women). The target groups are identified and divided into sub-groups to facilitate the planning of the performance of the activities, while the objectives are correlated with the target groups and activities. The messages to be transmitted to the target groups are consistent with the objectives, as well as tailored to the specific characteristics of the target groups, the needs of the market and the provision of the Topic.

What? The objectives govern all activities during the implementation period, and are connected achieving the anticipated results and impact. Enhancing the image of one of the most significant Ambassadors of Romanian and Greek industry will boost the exports and the awareness of EU Organic product will be improved.

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

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

Main messages as following:



The organic logo gives a coherent visual identity to European Union produced organic products sold in the EU. This makes it easier for EU based consumers to identify organic products and helps farmers to market them across all EU countries. The organic logo can only be

used on products that have been certified as organic by an authorised control agency or body. This means that they have fulfilled strict conditions on how they are produced, transported and stored. The quality and diversity of the Union's agricultural, fisheries and aquaculture production are one of its important strengths, giving a competitive advantage to producers and making a major contribution to EU's living cultural and gastronomic heritage. Consumers demand for diversified quality products generates a demand for agricultural products or foodstuffs with identifiable specific characteristics, in particular those linked to their geographical origin. EU has established operating quality schemes for producers which reward them for their efforts to produce a diverse range of quality products and can benefit the rural economy. In this way quality schemes are able to contribute to and complement rural development policy as well as market and income support policies of the common agricultural policy (CAP). In particular, they may contribute to areas in which the farming sector is of greater economic importance and, especially, to disadvantaged areas. European Union (EU) organic farming rules cover agricultural products, including aquaculture and yeast.

They encompass every stage of the production process, from seeds to the final processed food. This means that there are specific provisions covering a large variety of products, such as:

- seeds and propagating material such as cuttings, rhizome etc. from which plants or crops are grown
- living products or products which do not need further processing feed
- products with multiple ingredients or processed agricultural products for use as food



The signature "Enjoy it's from Europe" will be visible on all communication material produced as part of the communication basis

of the action. The key messages will be further elaborated in short, strong and easy to understand units that will form the communication base of the programe. Any reference to the nutrition value of the consumption of products that will be mentioned will be based in existing specific scientific references that are complying.

Target groups

Each activity is addressing specifically or massively to the following target groups while activities have been selected according to their effectiveness on each one of these groups. The Guidelines for information and promotion measures for Organic products as targets:

- Distributors (importers, wholesalers, retailers/organic retails and supermarkets, food service sector and organic / bio/health/juice shops)
- Consumers and consumer associations
- Opinion multipliers
- 1. Distributors (importers, wholesalers, retailers/organic retails and supermarkets, food service sector and organic / bio / organic/ health/ juice shops) Since Quality products as part of a balanced diet, there is a need to stimulate their demand which depends on the behavior of that segment. This group includes all the professionals that are involved in the market segments and play a key role in determining demand (importers, distributors, wholesalers and retailers, supermarkets, buyers, restaurants, cafes, and F&B managers). Informing and educating this group is a very important element of the action. Their contribution in the effective diffusion of action's message is significant, in the long run, since the specific group affects heavily decision making, structuring and shaping consumption and drinking habits. The increasing of its level and quality of knowledge, and raising awareness regarding on their authenticity will have a multiple positive impact. Specific actions are addressing these groups (exhibitions, events/presentations etc) establishing a continuous interaction with the heart of the market.
- 2. Consumers and consumer associations The more important target group to be approached. The action will focus on the urban population of the markets. Households as consumers form one of the main target groups to be addressed. This is a large target group, divided in two sub-groups. They are considered as one of the most important target groups:
- Young people 18-35 years adults 35-60 years old (Millennials, Generation Z).
- Children and teenagers 6-18 years old

The action will pay particular attention in addressing messages according to the national legislation in the four target countries. Main target groups will be the Age groups of 24-50 years (males and females, ABC1 and C2DE consumers). That group

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

Millennials: Citizens in the 24-39 age group are (among adults) the largest organic consumers.

They shy away from large-scale food products and target niche products, sold in specialized shops. Millennials are totally of the total population of the three target countries. They are not as skilled in the kitchen as their parents, but they are much more likely to find inspiration, typically online, for a new recipe or dish and to experiment by purchasing the necessary food specialties. Their food shopping is very "spontaneous", so they visit a higher number of shops to buy the product they prefer; they are more concerned about food and health and do not appear to be loyal to consumer brands.

Generation Z: Citizens in the 24-39 age group are others large organic consumers.

Their move toward online shopping highlights important elements of the experience that retailers can focus on when looking to improve their own customer journeys. Both groups cited convenience and price comparison as the top two benefits of online shopping. They want to have the online journey become even more convenient, with better fit technology and better shipping options.

Children and educational institutions

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

Children from 6 to 8 years older cannot understand other people's beliefs, desires, and motives, according to the so called "theory of mind". Even more they have a great difficulty to detect messages and usually tend to receive information about a product in the literal sense. Messages should be simple and direct, promoting only the benefits of consumption of the program's organic 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 messagesshould intent to aspire them in order to consume Organic products 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 Organic products. Eating habits are generally established in childhood. A regular,

balanced range of food and drink, including in particular fruit and vegetables, in childhood is important in order to lay the foundation for a healthy lifestyle.

3. Multipliers (Opinion leaders - journalists, gastronomic/wine experts):

Their role is significant for the indirect diffusion of knowledge to other target groups such as the consumers. The members of the target group can easily attract the attention of the people and to shape the public opinion. The specific group includes the following: National and internationally distinguished professionals of the sector Specialized journalists (specialized in organic food, women's and organic/bio magazines) Gastronomic/Food experts and well-known chefs. The action will engage a significant number of members of these groups through the events and training sessions and will emphasize especially to gastronomic experts and chefs in order to maximize awareness among these groups.

Themes to be addressed

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

Quality: The first efforts to improve the quality of drinks and food have been integrated in the agricultural policy of the EU since the development of the quality Organic products in the 1980s. EU legislation sets strict specifications to ensure the quality of all European products. Main elements of the quality policy are on the one hand the Common Organization of Markets for agricultural products and on the other hand the establishment of common legal framework in all EU Member States, which equally define the requirements, the framework and the control framework, ensuring that strict standards are common throughout the European market. The procedures of cultivation and commercialization of the products in the market bare standards of quality and safety recognized on an international and European level. Therefore, diffusion of knowledge and awareness of the target groups about the European standards will be a basic theme of the Campaign.

Food safety: The food safety is a top priority issue in Europe. In the troubled times of a global pandemic such as the COVID-19, safety is a concept that concerns every aspect of human life, let alone the food sector. The main objective of the European Commission's food safety policy is to ensure a high level of protection of human health and consumer interests relating to food, taking also into account the diversity and the effective functioning of the External market. Strict EU rules were tightened in 2000 to ensure that European food is extremely safe. EU authorities carefully evaluate risk and always seek the best possible scientific advice before prohibit or allow any product, ingredient, additive or genetically modified organism. This dissemination of knowledge will allow consumers to evaluate the EU products, to understand why so

much emphasis on food safety is given and thus to lead them buy EU products rather than products imported from other countries.

Output and result indicators

WP	Output indicators	Result indicators
Work package 2 PR offices Work package 3 Web site –social media	number of published prints adds-21 press release Number of websites – 1 website Number of accounts on social media –3 accounts	Number of consumers who were reached by a press release ->.1.500.000 Number of visitors on the website > 80.000 Number of likes/followers on the social media accounts:> 120.000
Work package 4 Advertising	Number of brochures 120.000 Number of online adds – 36 months 180 posts	Number of consumers who were reached by print material – >350.000 Number of consumers who were reached by or online add /posts/videos >250.000
Work Package 5 Communications tools	Number of publications 45 Number of promotional documentaries - 1	Number of consumers who were reached by publications – >10.500.000 Number of consumers who were reached by documentary – >40.000
Work package 6 Events	Number of events organised (trade fairs) –9 Number of B2B dinner meetings 9 Number of events organised –9	Number of professionals/experts/importers/consumers who participated in events – >2,000.000 Number of B2B meetings in the Fairs >1600 Number of opinion leaders who participated in B2B dinner meetings >90 Number of opinion leaders who participated in the events 450
Work Package 7- Tasting	Nr of promotion days 380	Number of super markets 70 Number of households reached >200.000

Description of activities and analysis of budget positions

Work package 2	Public relations			
Activity	Continuous PR office activities			
Description of activity	A press office dedicated to the campaign will be operational throughout the project in each target country, to involve and inform the media (consumers and trade) and key opinion leaders of the food Press releases concerning the activities and contents of the project will be distributed, according to a previously planned timeline, and coordinated and shared public relations activities will be carried out both on and offline. This will make it possible to convey content and to build useful and solid contacts with intermediaries, journalists, bloggers and sector influencers in the Germany, France and Sweden. The basic steps for building a relationship with the media in each country will be: - The creation			

of a database with offline and online media contacts - The drafting and dispatch of press releases in the language of the target country - The monitoring of contacts with journalists, editorial offices and bloggers ,- The collection of articles in order to draft a press review Finally, ongoing public relations will be a priority, not only in the relationship with journalists, but also during events, Participation at trade fairs and conferences is only the first step in starting fruitful relationships with operators and journalists who must be nurtured and consolidated with constant PR activity.

Timeline	YEAR 1	YEAR 2	YEAR 3		
Deliverables	1 mailing list in the GERMANY 1 mailing list in France 1 mailing list in Sweden , 2 press releases in Germany, , 2 press releases in Sweden and , 2 press releases in France ,1 press review for each country	1 mailing list in the GERMANY 1 mailing list in France 1 mailing list in Sweden , 2 press releases in Germany, , 2 press releases in Sweden and , 2 press releases in France ,1 press review for each country	press releases in Germany, , 2 press releases in Sweden and ,		

Workpackage 3	Website, social media		
Activity 1	Website, set up, updating, maintenance		
Description of	The website, to be activated in the first months of the project, will		
activity	mark the start of the campaign. The portal will be built using the		
	Responsive Web Design approach, to allow navigability from		
	different devices. In languages, English it will provide detailed		
	information about the project, it will have a page dedicated to		
	each partner and their products and will have a gallery, a video		
	section and an events/news space that talks about the ongoing		
	activities and shows photos of events in real time, amplifying their		
	impactt on GERMANY, SWEDEN and FRANCE consumers.		
	Furthermore, given the great attention to B2B, there will also be a		
	section for operators and the press, with in-depth and targeted		
	information. The graphic layout will be refined and of great		
	impact: images, graphics, colours, content layout, will be a very		
	important part of the design. Constant updating will make it		
	possible for the proposing organizations to provide ever new		

information and to make communication as close as possible to the needs of the user, for which a contact form and connection to social networks will also be provided. To monitor website performance, various free tools such as Google Analytics will be implemented in order to assess the portal's performance in detail, measuring its engagement, georeferencing user traffic and analyzing the audience (for interests, site of origin, etc). Special modules, for easy navigation through the sections and cross mediums (tablets, smartphones etc.).Landing page and forms for subscriptions. Links to other pages of European interest.The website will be created within the first months of the project and constantly updated and indexed with respect to SEO in both countries

Activity 2

activity

Social media accounts and regular posting

Description of

Setup of general Instagram, Facebook, and local accounts for the specific program GERMANY, SWEDEN and FRANCE in order to be able to reach all target groups with the same language in a general strategy, and in local language for a specific strategy.. The social profiles on Facebook, Instagram and Youtube will be activated within the first three months and managed throughout the project. Today, more than ever, social media is an extraordinary catalyst of content, both textual and visual. Various social platforms will be the chosen channels for reaching project targets, interacting with them in everyday life to involve them in the campaign activities thanks to the sharing of multimedia content and the creation of ideas for discussion. Facebook is definitely the most important social network, both for its number of users and for the many possibilities it offers for sharing content, which are fundamental for promoting engagement with users. Part of its contents will be targeted by country, especially those relating to events, so as to favour a direct relationship with the various geographical targets.. Instagram will be used above all for images with a high rate of engagement (especially those about organic products and the territory) and will serve to bring the consumers closer to the reality of production and consumption of the products of the campaign. Image and text posts (40 per year), video , online events creative artwork, images containing dishes prepared with the use of the product, from the regions or harvesting with text descriptions in adopted formats meeting the requirements of each medium. Invitations for exhibitions and events, Facebook events and calls for attentings, surveys and polls. The logos required by the regulations of the European

	Union will be used Every year a social media strategy will be defined according to which all the contents will be developed, and it will then be animated and monitored.				
Timeline	YEAR 1	YEAR 2	YEAR 3		
Deliverables	Design and development Multilingual Content creation SEO optimization Website maintenance Analytics reports SociaL Media 1 Facebook page 1 Instagram account 1 Youtube account Constant animation posts create and shares 40 post/year	Design and development Multilingual Content creation SEO optimization Website maintenance Analytics reports SociaL Media 1 Facebook page 1 Instagram account 1 Youtube account Constant animation posts create and shares 40 post/year	Design and development Multilingual Content creation SEO optimization Website maintenance Analytics reports Social Media Facebook page Instagram account Youtube account Constant animation posts create and shares 40 post/year		

Work package 4	Advertising		
Activity 1	Print		
	1)Design and production of Eco Bag		
Description of	2) Design and production of an illustrated brochure 130 gr		
activity	providing the core information for the project and its objectives		
	(100.000 pc in total).		
Activity 2	Online		
Description of activity	Google advertising campaigns – Social media promotion campaigns. Annual online advertising and promotion campaigns aiming at increasing website traffic and social media followers' base. Google Adwords campaigns as details in Estimated budget Facebook/instagram page and posts promotion campaigns (as details in Estimated budget /year). Main target group are consumers and families with dependants Youtube campaigns Every year, in the central part of the project, a specific online advertising campaign will be provided in both countries, both on social networks where the campaign is present (Facebook and Instagram), on Google Ads and on website of food . Also, food and life style		

influencer advertising will be launched in order to arrive to the greatest number of target consumers, he main objectives of the activity will be to: increase the awareness of the campaign, expand the fan base, promote consumer-oriented events such , increase traffic to the project website. Each advertisement within the campaign will be created with these objectives in mind and will be addressed to a target, geographically (even by individual city), demographically and by interests, thanks to the multiple segmentation possibilities of the online ad applications.. This will make it possible to spread the different values of the campaign through one or more testimonial products and/or territories, always using the institutional framework of the project, guaranteed by the visual identity illustrated below

	visual identity illustrated below		
Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	1.Print 10 ECO BAGS 2) Editions 16 pages brochure (digital – print) 130gr page illustration 2 Online Target countries campaigns setup),Ad extensions (contact information, app download etc),Facebook campaign(Facebook page likes,posts,videos and instagram followers),Google advertisng Google Ad Words Video of Influencers		

Work package 5	Communication tools			
Activity	Promotional video			
	A video documentary will be created in the video will be presented all			
	the production units of organic production, as well as the production			
Description of	methods. The documentary will have a duration of 15 minutes and			
activity	will be presented at all events, exhibitions, etc.			
Timeline	YEAR 1	YEAR 2	YEAR 3	
Deliverables	Communication tools			
20.170.43100	report documentary			

Work package 6	Fairs
Activity 1	Stands at trade fairs
Description of activity	Each participation includes the following steps: 1. Data base development: Development of databases of media, buyers, distributors, importers, bloggers, key officials, opinion leaders

connected to the agri-food sector that will be invited via email and/or telephone to visit the booth in the fair and participate in B2B meetings (at least 5 pre-arranged meetings per day). The database will include at least: name of the organisation; type of organisation; country/region; contact information, website, address; products (fruits) they are interested in; additional information. 2. Stand rental: rental of stand space that is centrally located 3. Stand design and Lay out: creating the concept; design, graphic work of stand. The design will be in line with the Regulations regarding the visual identity including the signature "Enjoy! It's from Europe», the co-financing and the logo of the Action. 4. Stand construction and Dismantling stand: services and staff necessary to build up the stand area and structure and to dismantle it at the end of the fair. The design will include a reception desk and 4 stools, at least 2 round tables with 4 chairs each, rubbish bins. 5. Electrical installations, cleaning services in exhibition: as offered by the official services of the fair 6. Transport and Insurance costs of samples: necessary quantities of samples transferred in the boot for display and offering to guests 7. Audiovisual Equipment Rental: Flat TV screen - DVD player, sound installations etc. 8. Flora decoration and rest decorative things rental to transform the boot into an attractive and comfortable but still business environment 9. Support personnel during the exhibition: Hiring and briefing of one interpreter and one hosts/hostesses. The hostess will be local and native speaker in the language of the target country and fluent speaker of English. The typical services of the hosts/hostesses will be Implem enting Body 9 welcoming guests, answering questions on logistical aspects, inviting the audience to visit the booth, distributing materials, supporting the guests with any logistic requests they may have at the stand. 10. Participation in the exhibition's catalogue (exhibition catalogue, magazines) 11. Drafting and distributing invitations to invite guests to the booth 12. Purchases of Entrance budges, food, coffee and water on tables in the stand, photographing.

Germany ANUGA Industry-leading and pioneering, expert and reliable: For more than 100 years, Anuga has given the food and beverage industry strength with its unique dynamism – through good times and bad. Now more than ever, we want to support our customers and partners, and offer them new commercial opportunities. Join us as we look to the future optimistically and let Anuga demonstrate its full potential: with ten trade shows under one roof, the latest food trends and focus topics alongside inspiring special events. Find fresh momentum for your business and benefit

from the global connections that the world's leading trade fair for the food and beverage industry offers you. There is no substitute for meeting face to face with business contacts - just like there is no substitute for tasting food and beverages. For those who want to do both these things, Anuga is the ideal platform. The world's leading food and beverage trade fair is set to be the most important industry gathering for senior decision makers from the retail trade and the food service/out-of-home market. In the world of food and beverages nobody gets around Anuga. The largest trade fair in the world is the most important industry meeting point. It offers a globally representative breadth and depth of offer like no other trade event. Whereby the sheer size was never its only aim. The consistent development into a trade fair and the continual continuation of the bundling of commodity groups has in the course of its meanwhile 100-year history turned it into what it is today: the no. 1 event worldwide! Dates: 7-11/10 Venue: Kolnmesse, Cologne, Germany 7.500 Local and International Exhibitors 165.000 Visitors Frequency: Every 2 years

Gastronord is the equivalent of a gourmet meal. There you will meet the industry, network, do business, develop your previous knowledge and hear about the latest trends. Dates: April 2024 200 Local and International Exhibitors from 119 countries 5.000 loyal and motivated visitors Registration fees: 650 Euro Venue: Stockholmsmässan / Stockholm, Sweden Frequency: Every 2 years

SIAL PARIS The Global Food Market Place SIAL Paris will help the attendees to meet buyers from all over the world and to raise their international profile. It features a display of the product from food and beverage products. It is a global showcase that brings the key producers and buyers together with a focus on the world's major challenges. Dates: 15-19 October 7200 Local and International Exhibitors from 119 countries (More than 1000 companies presented fruit and vegetable products) 11.500 loyal and motivated visitors Venue: Parc des Expositions de Paris-Nord Villepinte 82 Avenue des Nations 93420 Villepinte, FRANCE Frequency: Every 2 years

BIOFACH GERMANY – SUMMER EDITIONExperience the full diversity of the organic community on site in Nuremberg or at home around the world high-quality highlights of the industry meeting in Nuremberg. On site - experience the entire range of exhibitors and all the innovations and trends, network personally with international industry representatives, immerse yourself live and directly in the congress, enjoy exchange 1:1 and benefit from all the diversity of the supporting program and chance encounters that only exist at trade

fairs on site!Dates: 26-29 July 1.440 Local and International Exhibitors from 136 countries 13.800 loyal and motivated visitors Venue: Exhibition Center Nuremberg (Messezentrum, 90471 Nórnberg, Germany)Frequency: Annual
Seminars, workshops, B2B meetings, trainings for trade/cooks, activities in schools
Business dinners is an opportunity for B-2-B meetings in a comfortable environment. This is a matchmaking activity meeting between EU business representatives and local business representatives (e.g. importers, distributors, buyers, media). These dinners will be held in central restaurants of the target countries and the duration of the B-2-B meetings will be up to 3 hours. Each Business Lunch will include a minimum number of 5 pre-arranged meetings
Live cooking shows
For promotion of organic products consumption live cooking shows streamed via social media. A well known chef- Food Influencer in each country will prepare live recipes based on the two products. Video abstracts will be posted, reposted and advertised through all social media platforms. For the needs of video production and in order to transmit the right messages of nutritional advice, all health related messages will be prepared by a nutritionist. All videos will be available for consumers on the program's website and on the channel on you tube. 9 live cooking shows for all the years.
Organic Point Workshops for children We will organize special workshops for children aged from 6 to 12 years old. A special location in a central shopping center / malls will be rented for 3 continuous days and will be named as "Organic Point". At these points, we'll set up special theatrical scenery, attractive for all those who will pass-by. The scenery will predispose that "something is going on here" and will concern organic products. Within these 3 days, families passing by will have the opportunity to take a break in the "Organic Point". One nutritionist will explain the significance of organic farming in our daily lives and explain to the children the reasons we should prefer organic products. Additionally, a team of three hostesses / supporting personnel will create handicrafts, which theme will concern the spread of consumption of organic products The purpose of the activity is to raise awareness of both parents and children and introduce the use of the organic foods in children habits

Timeline	YEAR 1	YEAR 2	YEAR 3
Deliverables	Fairs 3 stands layouts (digital) 3 fair catalogues 3 Post event reports, B2B networking report 3 certifications B2B meetings, Photo and video report Post media report Certification from the hotel/restaurant Live cooking shows Copy of cooking shows	Fairs 3 stands layouts (digital) 3 fair catalogues 3 Post event reports ,B2B networking report 3 certifications B2B meetings, Photo and video report Post media report certification from the hotel/restaurant Live cooking shows Copy of shows	Fairs 2 stands layouts (digital) 2 fair catalogues 2 Post event reports ,B2B networking report 2certifications B2B meetings, Photo and video report Post media report certification from the hotel/restaurant Live cooking shows Copy of cooking shows Organic Point Photo and video report Press releases media clipping report certification

Work package 7	Tasting		
Activity	Tasting days		
Description of activity	Organization of tasting days in Hypermarkets – supermarkets 280 in the sector PDO-PGI promotion days Estimated reach: >70.000 consumers /families (based on national household size)POS promotion is a very effective tool for reaching massively end users, increase their familiarization with the product, their awareness on its key elements (taste, aroma) and diffuse key messages that can be tremendously efficient. Main goal are households and the members responsible for food purchases and determination of food preferences especially young families with dependents. In each market, according to the analysis of the current situation, the organized retailing is playing a leading role. Their selling points tend to attract daily thousands of consumers, they are located at central points of the metropolis, thus covering the key consumer segments Promotion staff will be dressed accordingly – and offer consumers		

the opportunity to taste the product, inform them of their nutritional value, give away brochures and free samples and invite them to participate in our surveys in order to obtain important feedback..

Activity is of great importance as with its implementation consumers in the three EU markets will have the opportunity to be familiarized with organic products from Greece and Romania and appreciate their intrinsic characteristics and their advantages. The activity is aligned with the current situation in the three markets conserning organic products from Greece and Romania. Since they are positioned mainly in Germany the activity will be performed annually. Swedish market on the other hand is favoring more organic products thereforw activity will facilitate their positioning that is why will be implemented at the first and second year. Finally French organic market needs more preparation time and work that is why the activity will be deployed on the second and third year.

Proportionary to the total, ctivity's budget is only 25% while cost of samples (purchase and transportation costs) is 30% or 7% of the total project activity.

Furthermore purchase cost of organic fruit juice of 250 gr (2,4 EUR) is not overestimated as it includes also special labeling and packaging costs

Timeline	YEAR 1	YEAR 3		
			20 POS	
			certificates of	
	20 POS certificates of	30 POS certificates of	realization	
	realization	realization	2 post	
Deliverables	Deliverables 2 post campaign reports 2 post campaign reports 2 Photo reports 2 Photo reports		campaign	
			reports	
	2 Satisfaction surveys	2 Satisfaction surveys	2 Photo reports	
			2Satisfaction	
			surveys	

ANNEX B- Financial tender tables

Table 1 – Total Budget				
	Year 1			
LOT	Direct cost	Fee	Other direct costs	Sum
LOT 1				
LOT 2				
Total				

Table 2 – Budget per Work package			Year 1	
Work package	Direct cost	Fee	Other direct costs	Sum
Work Package 1 LOT 1				
Wok Package 1 LOT 2				
Total				

Table 3 – Budget per Activity	Year 1			
Activity	Direct cost	Fee	Other direct costs	Sum
Activity 1				
Activity 1 LOT 1				
Activity 1 LOT 2				
Total				

ANNEX C - Submission form

Submission Form¹

Call of Proposals No 2/2023

Deadline 24/04/2023

Tenderer Composition

Single Tenderer
Single Tenderer with subcontractor
Joint Tenderer
Joint Tenderer with subcontractor
Rely on other economic operators

Tender Composition overview²

#	Member type	Organization	Contact person	City	Country
	<leader></leader>				
	<member></member>				
	<subcontractor></subcontractor>				
	<third party=""></third>				

Member detailed information

Leader
Member
Subcontractor
Third party

 $^{^{1}}$ Each tenderer and members of a joint tender or identified subcontractor or third party should submit the form using a headed notepaper of the legal entity concerned).

² Add as many line needed

Tenderer/Member name/Subcontractor, Third party				
Address				
Post code		City		
Country				
VAT registration		Registration No		
website				
email				
The person authori	eived by the Subcontractor is a zed to represent < the terest	nderer / member		No
		- -	ommitmen	
Name		Position	ommitmen	
Name Office address		- -	ommitmen	
		- -	ommitmen	
Office address		Position	ommitmen	
Office address Phone		Position	ommitmen	
Office address Phone The contact person		Position email	ommitmen	
Office address Phone The contact person Name		Position email	ommitmen	

Financial data overview of the tenderer³

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

³ Only for tenderers / members of a joint tender or third party

Economic and Financial Capacity	In currency unit			In euro		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Assets						
Liabilities						
Turnover and other operating incomes						
Net operating profit						

Financial data overview of the consortium of tenderers⁴

Economic and Financial Capacity	In currency unit			In euro		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Assets						
Liabilities						
Turnover and other operating incomes						
Net operating profit						

STATEMENT

I, the undersigned, being the authorized signatory of the above <tenderer/member of the tenderer/ subcontractor>, hereby declare that we have examined and accept without reserve or restriction the entire content of the procurement documentation (Contract notice, Specifications etc) and its annexes for the tender procedure referred to above.

We propose to provide the services requested in the tender specifications on the basis of our offer.

Date	
Full name of the authorized representative	
Signature and stamp	

 $^{^{4}}$ The table will be produced only by the leader of the tenderer.

ANNEX D – Technical and Professional Capacity

Evidence for the Technical and Professional Capacity Criteria⁵

a. Criteria relating to the tenderer (s) delivering the service:

Please complete a table using the format below to summarize the major project/campaigns related to this contract carried out in the course of the past 5 years⁶ by the legal entity or entities submitting the tender.

Ref no (minimum 3 / maximum 15 in total)	Proje	ct title							
Name of legal entity	Country	Overall project value (EUR)	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates (start/end)	Name of consortiu members, if	m
Brief description of campaign / project Type of services pro			f services provi	ded (indicate)					
						Public Relation	s		
						Website, social	media		
						Advertising			
						Communication	ı tools		
						Events			
						POS Promotion	ı		

b. Criteria relating to the team delivering the service:⁷

Project Team Member	Name	Level of university qualificati ons	Years of experience (must satisfy at least the minimum years of experience required for the specific profile)	Short description of the relevant experience required for the specific profile	Language skills	Full-time/ part-time on the project
Project Manager						
Project Coordinator						
PR/Media Manager						
Promotion Manager						

⁷ This table reflects the minimum requirements. Additional roles and profiles could be identified in the Technical offer of each tenderer.

STATEMENT

I, the undersigned, being the authorized signatory of the above <tenderer/member of the tenderer/ subcontractor>, hereby declare that we have examined and accept without reserve or restriction the entire content of the procurement documentation (Contract notice, Specifications etc) and its annexes for the tender procedure referred to above.

We propose to provide the services requested in the tender specifications on the basis of our offer.

Date	
Full name of the authorized representative	
Signature and stamp	

ANNEX E – Declaration of Honor

Declaration of honor on exclusion criteria and selection criteria

The undersigned:	
Representing	
Role	<tenderer><leader><member></member></leader></tenderer>
Legal name	
Legal address	
VAT registration	
Registration No	

SITUATIONS OF EXCLUSION CONCERNING THE PERSON				
(1) declares whether the above-mentioned person is in one of the following situations or not:	Yes	No		
(a) it has been established by a final judgment that the person is guilty of any of the following:				
(i) establishing an organized criminal group, provided by art. 367 of the Law no. 286/2009 on the Criminal Code, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the state where the economic operator has been convicted;				
(ii) corruption offenses, provided by art. 289 - 294 of Law no. 286/2009, as subsequently amended and supplemented, and crimes assimilated to the corruption offenses referred to in art. 10 - 13 of the Law no. 78/2000 on the prevention, detection and sanctioning of corruption acts, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the state in which the economic operator has been convicted;				
(iii) offenses against the financial interests of the European Union, provided by art. 18 ^ 1-18 ^ 5 of Law no. 78/2000, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the State in which the economic operator has been convicted;				
(iv) acts of terrorism provided by art. 32-35 and art. 37 - 38 of the Law no. 535/2004 on the prevention and combating of terrorism, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the state in which the economic operator was convicted;				
(v) money laundering, provided by art. 29 of the Law no. 656/2002 on the prevention and sanctioning of money laundering, as well as for the				

establishment of measures for preventing and combating the financing of terrorism, republished, with subsequent modifications, or the financing of terrorism, provided by art. 36 of the Law no. 535/2004, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the State where the economic operator has been convicted;	
(vi) trafficking and exploitation of vulnerable persons, provided by art. 209 - 217 of Law no. 286/2009, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the State where the economic operator has been convicted;	
(vii) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests of 27 November 1995.	
(b) it has breached its obligations to pay taxes, duties or contributions to the general consolidated budget and this has been determined by a final judgment or administrative decision and compulsory under the law of the State in which the economic operator is established.	
(c) has breached the obligations established according to art. 51 of Law 98/2006;	
(d) is in the process of insolvency or liquidation, judicial supervision or cessation of activity;	
(e) has committed a serious professional misconduct that questions its integrity and the contracting authority can demonstrate this by any appropriate means of proof, such as a decision by a court or administrative authority;	
(f) has entered into agreement with other persons with the aim of distorting competition;	
(g) is in a situation of conflict of interest within or in connection with the procedure in question and this situation cannot be effectively remedied by other less stringent measures;	
(h) the previous participation of the economic operator in the preparation of the award procedure has led to a distortion of competition and this situation can not be remedied by other less stringent measures;	
(i) has seriously or repeatedly breached its main obligations under a public contract, a sectoral procurement contract or a concession contract previously concluded and these infringements have led to the early termination of that contract, damages or other comparable penalties;	
(I) has been guilty of misrepresentation in the content of the information submitted at the request of the contracting authority for the purpose of verifying that the grounds for exclusion or the fulfillment of the qualification and selection criteria have not been provided, has not provided such information or is unable to provide the required supporting documents;	
(m) has attempted to unlawfully influence the decision-making process of the contracting authority, to obtain confidential information which could give it	

undue advantage in the award procedure or has provided inadvertently erroneous information which may have a significant influence on the contracting authority's decisions concerning the exclusion from the award procedure of that economic operator, its selection or the award of the public procurement / framework agreement to that economic operator.

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

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regards to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies and cases where one natural person holds a majority of shares) is in one of the following situations:

	YES	NO
Situation (a) above		
Situation (e) above		
Situations (f-m) above		

EVIDENCE UPON REQUEST

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

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

For the situation described in point (a) to (I), production of recent certificates issued by the competent authorities of the State concerned are required.

Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

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

The documents must have been issued six (6) months before the day of their request by the contracting authority and must still be valid at that date.

REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They

may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration. This does not apply for the situations referred in point (a) of this declaration.

Date	
Full name of the authorized representative	
Signature and stamp	

ANNEX F -Power of Attorney

POWER OF ATTORNEY

The undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the Contracting Authority awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the Contracting Authority for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the Contracting Authority related to the services subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address and account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents including the Contract, and Amendments thereto and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the Contracting Authority in the delivery of the services subject to the Contract. It shall coordinate the delivery of the services by the group of partners to the Contracting Authority, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the Contracting Authority's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the Contracting Authority for the delivery of the services subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Contracting Authority's consent.

Signed in	on	[dd/mm/yyyy]
		Place and date
Name (in capital letters), function, co	ompan	y and signature

ANNEX G -Letter of Intent for Subcontractor

Letter of Intent

<Insert title of this call>

The undersigned:

The undersigned:

Representing

Role	<tenderer><leader><member></member></leader></tenderer>
Legal name	
Legal address	
VAT registration	
Registration No	

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for proposals in accordance with the terms of the tender to which the present form is annexed, if the contract is awarded to (name of the tenderer). Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender.

Full name

Date

Signature

ANNEX H - Declaration of other Economic operators

То		
(Hero	einafter called «Contracting Authority	»)
Subj	ect:	
Tend	er No. : 02/2023	
Deac	lline for the submission of tenders: 24	/04/2023
conti the r	ract is awarded to <name b="" econo<="" of="">l</name>	of Entity> guarantee you that in case the mic operator>, we will place at his disposal scription of input in the Contract>. *
	Date	
	Full name of the authorized representative	
	Signature and stamp	

*the resources that will be at the disposal of the economic operator should be explicitly set and analyzed.

ANNEX I – Specimen of Service Contract

GENERAL CONDITIONS OF CONTRACT PRELIMINARY PROVISIONS

Article 1 – Definitions

The following definitions shall apply to the Contract:

Contract

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

Contracting Authority

The Contracting Authority entered into an agreement with the 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 EU Organic Juice Planet to be signed between the European Research Executive Agency (REA) ⁸('the Agency'), under the powers delegated by the European Commission ('the Commission'), the Coordinator ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA and ASOP AGIOS ATHANASIOS DRAMAS as beneficiary having accessed into the Grant Agreement Services

The activities to be performed by the Contractor under the Contract *Terms of Reference*

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

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

,	٠,	

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

Article 2 – Notices and Written Communications

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

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

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

Article 3 - Ownership - Intellectual and Property Rights

All Contract deliverables, interim and final reports, as well as any and all other relevant document or material acquired, compiled or prepared by the 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.

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.

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

The 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

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.

The Contracting Authority shall co-operate with the Contractor for providing information which the latter may reasonably request in order to execute the Contract. In discharging their duties, all persons authorised by the Contracting Authority must not divulge to any person other than those entitled to know, any information which they have obtained in the course and on occasion of the execution of the Contract and which refers to technical or commercial matters or to work or production methods of the Contractor.

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.

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 [Romania / Greece], which may affect the Contractor in the performance of its obligations under the Contract.

OBLIGATIONS OF THE CONTRACTOR

Article 5 – Assignment

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. 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.

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.

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

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.

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.

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.

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.

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.

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.

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

The Contractor shall respect and abide by all laws and regulations in force in the Hellenic Republic 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.

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).

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.

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

In cases of contracts the control of which, in accordance with the European Law, falls within the jurisdiction of the European Commission or the European Court of Auditors or the European Anti-Fraud Office or any other European body, the 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

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 Hellenic Republic, 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.

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.

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

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.

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.

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.

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.

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

The Contractor and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Hellenic Republic. 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.

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.

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

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.

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.

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.

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.

Article 11 – Protection of employees

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

The 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.

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.

Article 12 - Approval of Reports - Acceptance of Deliverables

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.

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.

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.

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.

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

Article 13 – Amendment to the Contract

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

If the request for an amendment comes from the 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. No amendment shall be made retroactively.

Article 14 - Suspension of Execution

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

If the period of suspension exceeds one hundred and twenty (120) days and the suspension is not due to the Contractor's default, the Contractor may, request permission to resume the relevant activities within thirty (30) days or terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution of the Contract to verify whether or not any alleged substantial errors and irregularities or fraud have indeed occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. Where such errors, irregularities or fraud are attributable to the 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 15 – Payments

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.

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

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.

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.

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".

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 16 – Recovery of debts from the Contractor

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. 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 applied according to the national (Romania / Greece) applicable legislation. 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. 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 17 – Breach of contract

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

Damages, and/or

Termination of the Contract for the reasons specified in Articles 21 and 22 of the present.

Article 18 – Insurance – Indemnification

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. 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.

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.

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 19 - Administrative and financial penalties to the Contractor

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. In the event that Contracting Authority suffers an economic damage due to Contractor's performance 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. As regards penalties for delay, the specific provisions of the article 8 of the Special Conditions of Contract shall apply.

Article 20 – Termination by the Contracting Authority

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

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

In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving seven (7) days' notice to the 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. 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.

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.

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. 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. 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. 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. 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. Additionally, the Contractor may be subject to administrative and financial penalties as described in Article 20. 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. 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 21 – Termination by the Contractor

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.

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

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 22 - Force Majeure

fulfilment of such obligations is prevented by any force majeure event which arises after the date of signature of the Contract by both parties. For the purposes of this Article, the term "Force Majeure" shall mean acts of God, strikes (except if these are limited to the persons in the 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 [Romania / Greece] 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. 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. 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. 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. 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.

Neither party shall be considered to be in default of its contractual obligations if the

Article 23 - Settlement of disputes

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. In such an event, both parties shall make every effort to settle amicably such dispute within the next fifteen (15) days. Any dispute for which amicable settlement has not been reached within fifty-six (56) days of the date on which the above notification has been served, shall be settled finally in the Courts of the [Romania / Greece].