

OPEN CALL FOR PROPOSALS

TENDER SPECIFICATIONS 02/2022

For the project

EU Organic Deal

(101046085)

Information programme for the promotion of European basket of Organic products in United Arab Emirates (UAE) and United Kingdom (UK)

For the implementation of activities of the

GRANT AGREEMENT

Project 101046085 — EU_Org_deal

from 16/03/2022

Deadline for submission of Tenders

August, 1st 2022

Contents

CONTENTS	2
1. CONTRACTING AUTHORITIES AND SCOPE OF SERVICE CONTRACT	4
1.1 CONTRACTING AUTHORITIES	4
1.2 PROCUREMENT-FINANCING.....	5
1.3 SHORT DESCRIPTION AND SCOPE OF THE CONTRACTS.....	5
1.4 LEGISLATION	6
1.5 DEADLINE FOR SUBMISSION OF TENDERS AND OPENING OF TENDERS	6
1.6 PLACE AND WAY OF SUBMITTING TENDERS	6
1.7 PUBLICITY	6
1.8 PRINCIPLES APPLIED AT THE PROCEDURE.....	7
2. GENERAL AND SPECIFIC PARTICIPATION CONDITIONS	8
2.1 GENERAL CONDITIONS	8
2.1.1 <i>Communication – Access to Tender documents</i>	8
2.1.2 <i>Questions - Clarifications</i>	8
2.1.3 <i>Language</i>	8
2.1.4 <i>Guarantees</i>	8
2.2 ELIGIBILITY –TENDER GUARANTEE - SELECTION CRITERIA.....	8
2.2.1 <i>Eligibility</i>	8
2.2.2 <i>Grounds for exclusion</i>	9
2.2.3 <i>Selection criteria</i>	10
2.2.3.1. <i>Suitability of professional activity</i>	10
2.2.3.2. <i>Economic and financial standing</i>	10
2.2.3.3. <i>Technical and professional capacity</i>	10
2.2.3.4. <i>Rely in third parties</i>	10
2.3 AWARD CRITERIA.....	11
2.3.1 <i>Award criteria</i>	11
2.3.2 <i>Rating and ranking of tenders</i>	11
2.4 CONTENT OF TENDERS	12
2.4.1 <i>General Rules</i>	12
2.4.2 <i>Time and place of submission of tenders</i>	12
2.4.3 <i>Content of folder “Supporting documents – Technical Tender”</i>	12
2.4.3.1 <i>Supporting documents</i>	12
2.4.3.2 <i>Technical Tender</i>	13
2.4.4 <i>Content of folder “Economic Tender”</i>	13
2.4.5 <i>Validity of tenders</i>	13
2.4.6 <i>Reasons for rejecting tenders</i>	13
3. EVALUATION OF TENDERS	14
3.1 OPENING AND EVALUATION OF TENDERS	14
3.1.1 <i>Opening of tenders</i>	14
3.1.2 <i>Evaluation of tenders</i>	14
3.2 CALL TO TEMPORAL CONTRACTOR – SUBMISSION OF SUPPORTING DOCUMENTS.....	14
3.3 CONTRACT AWARD.....	15
3.4 APPEALS - OBJECTIONS.....	15
3.5 CANCELATION OF THE PROCEDURE.....	15
ANNEXES	17
ANNEX I – ANALYTIC DESCRIPTION OF CONTRACT SCOPE.....	17
ANNEX II – TECHNICAL AND PROFESSIONAL REFERENCE.....	24
ANNEX III – DECLARATION OF HONOR	30
ANNEX IV – SUPPORTING CERTIFICATES OF CONTRACTOR	33
ANNEX V –ECONOMIC TENDER.....	34
ANNEX VI – CONTRACTUAL TERMS	37
PERFORMANCE GUARANTEES.....	37
CONTRACTUAL LEGISLATION	37
SUBCONTRACTING	37
AMENDMENT OF THE CONTRACT.....	37
TERMINATION OF THE CONTRACT	37

PAYMENTS.....	37
DEPOSAL OF CONTRACTOR - SANCTIONS	37
APPEAL IN THE PROCESS OF CONTRACT PERFORMANCE	38
JUDICIAL SETTLEMENT OF DISPUTES.....	38
MONITORING OF THE CONTRACT	38
DURATION OF THE CONTRACT.....	38
ACCEPTANCE OF CONTRACT SCOPE	38
CONTRACT TERMINATION - SUBROGATION OF CONTRACTOR	39

1. Contracting Authorities and scope of service contract

1.1 Contracting Authorities

Bulgarian Contracting Authority

Legal Name	Bulgarian National Horticultural Union
Address	5, Gergina Str.
Town	Sofia, Region Bankya, Bulgaria
Postal Code	1320
Country	Bulgaria
Phone	+359 2 988 02 59
Fax	+359 2 988 02 59
Email	bnhu@abv.bg
Contact person	Mariana Miltenova
Web address (URL)	https://bnhu.bg

Type of Contracting Authority

Contracting Authority is a Non- Profit Organization

Main activity of the Contracting Authority

Main activity of the Contracting Authority is to promote the growth of exports and to enhance competitiveness of Bulgarian fruit, vegetables and flowers on international markets.

Greek Contracting Authority

Legal Name	Union of Hellenic Chambers
Address	6 Akadimias Str.
Town	Athens
Postal Code	10671
Country	Greece
Phone	+30 210 3387104 (-106)
Fax	+ 30 0318.174.072
Email	asonitis@uhc.gr
Contact person	Georgios Asonitis
Web address (URL)	https://uhc.gr

Type of Contracting Authority

Contracting Authority is a Legal Entity of Public Law constituted and operating according to Law 2081/1992 art (5) as amended with Law 3419/2005 Art (24) under the supervision of Minister of Finance and Development.

Main activity of the Contracting Authority

Main activity of the Contracting Authority is to To assert the management of development projects from the State.

Romanian Contracting Authority

Legal Name	Asociația Operatorilor din Agricultură Ecologică Bio România
Address	Strada Petricani, nr. 11D, room 10, sector 2,
Town	Bucharest, Romania
Postal Code	23841
Country	Romania
Phone	+40 0746111888
Email	programe@bio-romania.org

Contact person	Mr. Avraham Cioceanu
Web address (URL)	https://asociatia.bio/

Type of Contracting Authority

Contracting Authority is a Non- Profit Organization

Main activity of the Contracting Authority

Main activity of the Contracting Authority is the development of agriculture and the countryside Romanian, education, information and awareness of consumers on the benefits of organic farming both to human health and to the health of nature by promoting consumption of certified organic food.

Common procedures of service contract

Applicable legislation is **ORDINANCE** No 8 from 5 May 2016 on the terms and conditions for implementation and control of promotional programs for agricultural and food products - Adopted issued by Ministry of Agriculture and Food Prom. S.G. No 38 from 20 May 2016, Am. and Ad. S.G. 78 from 21 September 2018 and Am. Ad. S.G.40 from 5 May 2020 (Bulgaria) and as well as **APPLICANT'S GUIDE** on the implementation of the measure of information and promotion of agricultural products on the internal market and in third countries, code PPA2-AE, 1st edition, copy no. 1, 2018 (Romania) and **the Joint Ministerial Decision 419/18559/2017** laying down details on the implementation of Reg (EU) 1144/2014 of the European Parliament and of the Council and of **Commission Implementing Regulation (EU) 2015/1831** of 7 October 2015 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries (Greece).

Communication

- The procurement documents are available for unrestricted and full direct access, free of charge at the website of the contracting authorities: <https://bnhu.bg>, <https://asociatia.bio> and <https://uhc.gr>
- Additional information can be obtained from the above-mentioned address
- Tenders of request to participate must be submitted to the above-mentioned address

1.2 Procurement-Financing

Type of procedure

Open Procedure

Financing

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

1.3 Short description and scope of the contracts

EU Organic Deal (101046085) concerns the promotion of European basket of Organic Products in United Arab Emirates (UAE) and United Kingdom (UK) from Bulgaria (organic juices), Romania (mix organic products) and Greece (mix organic products). Its specific objectives are Increase awareness and recognition of Union quality scheme on organic production in the two target countries, enhance the image, competitiveness and consumption of Union organic products and to raise their profile, 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 and increase the market share of the European organic products in two markets with high growth potential. These objectives will be achieved by the implementation of a comprehensive set of activities including PR activities, Website and social media, Communication Tools, Advertising, Events and POS promotion.

Total estimated value of the contract is 3,295,598 EUR without VAT and the duration of the contract will be thirty-six (36) months. Main CPV codes: 7900000

The contract is divided in three (3) Lots:

Estimated value of LOT 1 Bulgaria in EURO without VAT 1,152,848

Estimated value of LOT 2 Romania EURO without VAT 989,902

Estimated value of LOT 3 Greece in EURO without VAT 1,152,848

Tenders may be submitted for all lots

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

Contracting Authorities will award three (3) contracts –one per LOT - according to the most economically advantageous tender based on the best quality – price ratio.

1.4 Legislation

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

- **Regulation (EU) No 1144/2014** of the European Parliament and of the Council of 22 October 2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008.
- **Commission Delegated Regulation (EU) 2015/1829** of 23 April 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries
- **Commission Implementing Regulation (EU) 2015/1831** of 7 October 2015 laying down rules for application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries
- **Note “GUIDANCE ON COMPETITIVE PROCEDURE” of the EUROPEAN COMMISSION (DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT | Directorate B. Multilateral relations, quality policy | B.5. Promotion) DDG1.B5/Mj/db D(2016)3210777**
- agricultural products implemented in the internal market and in the third countries
- **ORDINANCE** No 8 from 5 May 2016 on the terms and conditions for implementation and control of promotional programs for agricultural and food products - Adopted issued by Ministry of Agriculture of Bulgaria and Food Prom. SG. No 38 from 20 May 2016, Am. and Ad. SG. 78 from 21 September 2018 and Am. Ad. S.G.40 from 5 May 2020
- **Joint Ministerial Decision 419/18559/2017** laying down details on the implementation of Reg (EU) 1144/2014 of the European Parliament and of the Council and of **Commission Implementing Regulation (EU) 2015/1831** of 7 October 2015 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries
- National Procurement Laws in Romania (**Law No. 98 of 2016** on Public Procurement).
- **The Grant Agreement (101046085) – EU Organic Deal**, signed on 16.03.2022 between the Bulgarian National Horticultural Union as Coordinator, Union of Hellenic Chambers and Association BioRomania as beneficiaries and the Research Executive Agency (REA), under the powers delegated by the European Commission.

1.5 Deadline for submission of tenders and opening of tenders

Time limit for receipt of tenders: August 1st, 2022 14:00 local time Bulgaria.

Conditions for opening of tenders: August 1st, 2022, 15:00 local time Bulgaria

1.6 Place and way of submitting tenders

Tenders must be submitted by post or courier delivery at the premises of the Bulgarian Contracting Authority.

1.7 Publicity

A. Publication at European level

A Contract notice has been sent for publication though on the Supplement of the Official Journal of European Union on June 28th, 2022.

B. Publication at national level

An abstract has been published at the websites of the Contracting Authorities and to one national newspaper in Bulgaria on June 30th, 2022.

1.8 Principles applied at the procedure

Economic operators undertake to:

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

2. GENERAL AND SPECIFIC PARTICIPATION CONDITIONS

2.1 General conditions

2.1.1 Communication – Access to Tender documents

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

2.1.2 Questions - Clarifications

Request for clarifications or questions related to the present Tender and other related documents are submitted by email until 20.07.2022 and they will be communicated to all involved economic operators not later than 22.07.2022.

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

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

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

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

2.1.3 Language

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

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

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

2.1.4 Guarantees

The Guaranty mentioned in article 4.1 is issued by credit institutions or financial institutions or insurance companies, lawfully operating in the Member States of the Union or The European Economic Area or the International Public Procurement Agreement's Member States and in accordance with the provisions in force giving them this right. The Contracting Authorities reserve the right to contact the issuers of guarantees in order to verify their validity.

2.2 Eligibility –Tender Guarantee - Selection criteria

2.2.1 Eligibility

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

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

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

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

2.2.2 Grounds for exclusion

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

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

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

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

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

2.2.2.2. in the following cases:

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

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

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

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

2.2.3. Selection criteria

2.2.3.1. Suitability of professional activity

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

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

2.2.3.2. Economic and financial standing

With regard to the economic and financial standing, economic operators should have a total turnover during the last three financial year, calculated on the basis of the annual turnover and not less than 50% of the estimated value of the contract. Economic operators should provide this data regarding their turnover that is related to the scope of the contract according to specimen of ANNEX II.

2.2.3.3. Technical and professional capacity

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

- a) They should have undertaken and implemented at least two (2) contracts for the promotion and information of Organic products and / or at least two (2) contracts for the promotion and information of agricultural products in third countries and/or at least two (2) contract of bilateral or multilateral character the last five years and have recommendations for their good performance.
- b) Economic operators should have the adequate technical equipment and the human resources especially those responsible for quality control and with the adequate professional and academic background. For that economic operator should declare
 - a. the main contracts they have performed during the last five years
 - b. technical staff, in particular those responsible for their quality control;
 - c. The Project Team that will be assigned for the contract as well as the means of study and research;
 - d. the average annual workforce during the last three years
 - e. the technical equipment and procedures at their disposal and the measures they take to ensure quality

2.2.3.4. Rely in third parties

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

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

2.3 Award criteria

2.3.1 Award criteria

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

Criteria	Description	Weighting	Assessment parameters
Quality criterion assessment		60%	
Group A Technical and financial capacity criteria			
K1	<i>Capacity in delivering the services based on the proven track record</i>	40	<i>Number of identical or similar projects If 2 5 points From 3 to 5 projects score is 6 to 8 points >9 projects 10 points</i>
K2	<i>Project team (management, organization), professional skills and background</i>	40	<i>Number of identical or similar projects that the team has participated If 2 5 points From 3 to 5 projects score is 6 to 8 points >9 project 10 points</i>
K3	<i>Tturnover as percentage of the estimated value of the contract</i>	20	<i>Total turnover of the last three years vs value of the contract If 50% up to 75% 5 points From 75% to 100% 6 to 9 points Above 100% 10 points</i>
Sum of Weighting of Group A			
Group B Quality of Tender criteria			
K3	<i>Understanding of the project</i>	20	<i>Ranked from 1 to 10</i>
K4	<i>Methodology of implementation and quality mechanisms</i>	40	<i>Ranked from 1 to 10</i>
K5	<i>Detailed presentation of actions and time plan</i>	40	<i>Ranked from 1 to 10</i>
Price criterion assessment		40%	<i>Value of the contract / value of the offer</i>

2.3.2 Rating and ranking of tenders

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

The most economically advantageous tender shall be an optimal ratio between price and quality (the one in which L is the smallest number), according to the following formula.

$$L = \frac{\text{Price}}{\text{Quality}}$$

2.4 Content of Tenders

2.4.1 General Rules

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

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

2.4.2 Time and place of submission of tenders

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

2.4.2.2. Tenders will include the following:

a). A sealed folder titled "Supporting Documents – Technical Tender" on which are included all relative documents and their technical tender according to the requirements of the present.

b) A sealed folder titled "Economic Tender" according to the specimen of ANNEX V. Economic operators should also include budget analysis of each service related to the implementation of each action / activity.

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

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

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

2.4.3 Content of folder "Supporting documents – Technical Tender"

2.4.3.1 Supporting documents

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

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

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

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

- D. In order to proof their technical and professional capacity economic operators shall submit as supporting document with their tender the Technical and Professional Reference according to specimen of ANNEX II.
- E. A declaration of confidentiality that confidential information on the present procurement will not be disclosed in any way

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

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

2.4.3.2 Technical Tender

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

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

2.4.4 Content of folder "Economic Tender"

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

2.4.5 Validity of tenders

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

2.4.6 Reasons for rejecting tenders

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

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

3. EVALUATION OF TENDERS

3.1 Opening and evaluation of tenders

3.1.1 Opening of tenders

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

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

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

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

3.1.2 Evaluation of tenders

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

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

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

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

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

EC will forward results and Protocols to Contracting Authorities for validation.

3.2 Call to temporal contractor – Submission of supporting documents.

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

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

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

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

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

Control and verification procedure of the above documents is completed with a relevant Protocol indicating any supporting documents that need supplementation as specified above. EC will then forward the final Protocol to the Competent bodies of the Contracting Authorities for the final award of the contract or cancellation or declaration of temporal contractor as eliminated

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

3.3 Contract Award

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

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

3.4 Appeals - Objections

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

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

(a) Against tender notice and the Tender Specifications:

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

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

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

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

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

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

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

3.5 Cancellation of the procedure

The Bulgarian Contracting Authority reserves the right to cancel partially or as a whole procedure, after recommendation of the Evaluation Committee. Also, if errors or omissions are found at any stage of the award process, it may, partially

cancel the procedure or adjust its outcome accordingly or decide to repeat it from the point where the error or omission occurred.

ANNEX I – Analytic description of Contract Scope

PART A – Description of the Scope of the Contract

EU Organic Deal (101046085) concerns the promotion of European basket of Organic Products in UAE and UK from Bulgaria (organic juices), Romania (mix organic products) and Greece (mix organic products). The objectives are Increase awareness and recognition of Union quality scheme on organic production in the two target countries, enhance the image, competitiveness and consumption of Union organic products and to raise their profile, 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 and increase the market share of the European organic products in two markets with high growth potential. These objectives will be achieved by the implementation of a comprehensive set of activities including PR activities, Website and social media, Communication Tools, Advertising, Events and POS promotion.

The action joins together 3 proposing organizations from Bulgaria (BNHU), Romania (Bio Romania) and Greece (UNCC). 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.

Objectives

OBJECTIVE	INDICATORS	IMPACT
<i>Increase awareness and recognition of Union quality scheme on organic production in the two target countries and enhance the image, competitiveness and consumption of Union organic products and to raise their profile</i>	<i>Increase value of Organic products to UK and UAE</i>	<i>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.</i>
<i>Increase the market share of the European organic products in two markets with high growth potential</i>	<i>Become competitive supplier of the market in 2024</i>	<i>Increase awareness of the Union quality scheme on organic production and to enhance the competitiveness and consumption of organic products +2 % annual increase of exports value within 2021-2024 period</i>

Strategy

The action joins together 3 proposing organizations from Bulgaria, Greece and Romania under the achievement of Project's objectives. Each proposing organization had established a wide cultivation network with high quality standards and significant importance to local and regional economies/ societies. This effort needs to be continued and supported. Through this program an informal cluster of the products (Organic lbasket) will be created, bringing forward joint actions and initiatives in order to promote the European quality products in third countries.

The communication concept put sustainability on the spot as well as the organic farming logo; the latter will be visible and accompanying every material produced. Key role will have the online and social media platforms as through these channels the main consumers' group as defined previously will be engaged via intensified and continuous publicity and advertising. In order to stimulate public awareness, public relations activities (ads and press events) will be launched in annual base in both markets thus engaging mass media in diffusing main message. Traditional instruments such as merchandise (brochure and media kits) will be available and handed out regularly via other activities.

The strategy has been designed and developed having as main axis the European Union measures for the promotion of agricultural products thus increasing awareness of the promoted products.

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 and the means of achieving them are in compliance with the provisions of the regulations. The aims and objectives will

be achieved through a combination of targeted activities using electronic and printed media, participating in international exhibitions, as well as through advertising, in order to achieve maximum publicity and hence a multiplication effect. The proposed actions are consistent with the current needs of UK and UAE markets and its segments. The messages have a double purpose, as they are affected through every action / activity during the implementation period.

The following are the key determinants of action's strategy: Image of European quality products in the minds of the consumers: consumers acknowledge the superiority in quality of the European organic products, the expertise of the European producers, and the consumption of European organic products is associated with prestige and social status. Consumption trends is on the rise and specifically consumption of quality products differentiated.

Suitability: The leading position of the products does not allow complacency: it is necessary the product to face international competition in order to maintain this position thus enhancing market's and consumer's levels of awareness.

This will be achieved by identifying target groups three categories;

The action plan guarantee that consumers receive all the necessary information through all available channels, while the key messages to be transmitted highlight particular features, the method of production, its safety and the high quality and nutritional value.

Target Groups and especially consumers in the markets of interest must to be informed well of European Union's Products scheme and they are not totally familiarized. Target groups have been selected in accordance with the objectives as actions aim specifically and generally to them. The general public is a key target group, with particular emphasis on persons responsible for household purchases. Actions aimed at professionals in the food industry and opinion leaders are important as they will promote the superiority of European Organic products and will transmit the knowledge to the wider public.

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 as targets:

- **Distributors (importers, wholesalers, retailers/organic retails and supermarkets, food service sector and organic / bio/health shops)**
 - **Consumers and consumer associations**
 - **Opinion multipliers**
1. **Distributors (importers, wholesalers, retailers/organic retails and supermarkets, food service sector and organic / bio / organic/ health 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

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 and adults 35-60 years old.*
- ✓ *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.

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

Contract indicators

WP	Output indicators	Result indicators
Work package 2 PR offices	number of published articles-30 press release	Number of consumers who were reached by a press release -> 1.000.000
Work package 3 Web site –social media	Number of websites – 1 Number of accounts on social media –3 accounts Number of app1	Number of visitors on the website > -60,000 Number of likes/followers on the social media accounts:> 100,000 >30000 students
Work package 4 Advertising	Number of brochures 100.000 Number of online adds - 24 months 50 post per year=150 posts Number of posts	Number of consumers who were reached by print material – >400,000 Number of consumers who were reached by or online add >3.500.000 Nr of impressions >6 .000.000
Work Package 5 Communications tools	Number of promotional videos – 5 per year=15 number of published print adds-30 adds	Number of consumers who were reached by promotional videos – >1.500.000 Number of consumers who were reached by a print add-> 4.700.000
Work package 6 Events	Number of events organised (trade fairs) – 11 Number of events organised – 5 Number of events organized (workshops for teachers- students) – 20	Number of professionals/experts/importers/consumers who participated in events – >700.000K Number of opinion leaders who participated in presentation event >200 Number of teachers/students who participated in workshops->

	Number of events organized (study trips) – 1 Number of events organized (Organic Point) -2	2.000 Number of children who participated in Organic Point -2.000 children's
Work Package 7- Tasting	Nr of Promo days - 520	Number of super markets 52 Number of households reached >156.000

Technical Specifications

Work package	Public Relations
Activity 1	Continuous PR activities (<i>PR office</i>)
Description of activity	An external public relations office will be set up. Creating a database for the target countries with importers, distributors, supermarkets, opinion leaders, nutritionists, creation of databases with media (bloggers, magazines, newspapers, organic and bio food stores), information about food web sites, send to the various databases by country, publications in target countries news and press release about the products. On-going public relations will be a priority, not only in the relationship with journalists, but also during event, participation at trade fairs and conferences.

Work package	Website, social media
Activity 1	Website set up, updating, maintenance
Description of activity	Set up, update and maintenance of a multilingual website (English and Arabian language) providing information on the Organic products, the Quality schemes, the partners and the project. The graphic layout will be refined and of great impact: images, graphics, colours, content layout, will be a very important part of the design
Activity 2	Social media (Accounts setup, regular posting, maintaining)
Description of activity	Set up, regular posting and maintenance of social media accounts (Facebook, Instagram, YouTube), "socializing" the project and diffusing key messages. Image and text posts (50 per year), video 5 per year, 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
Activity 3	Other (mobile apps, e-learning platforms, webinars etc)
Description of activity	An online game with educational content will be developed. The purpose of the game is to achieve specific goals and it will include fun elements to be more approachable to children. The internet game will be divided into levels. Gamers, after completion of each stage will be asked to answer questions concerning organic products and their benefits. Questions will be of similar difficulty to the level of the stage they've just completed. Upon completion of the game, the final ranking of the players and the award to the first of its ranking will be the Gold Medallist. The game will be accessible both from PC using browser as well as from mobile devices. The same game will be developed in mobile app for all compatible platforms (IOS, android windows). Creation a mobile app.

Work package	Advertising
Activity	Print
Description of activity	<ul style="list-style-type: none"> - Design and production of Eco Bag (50 000 piesec) - Design, print and dispatch of 16 pages Illustration (digital – print, 130 gr.) info brochure devoted to the products in 100.000 piece, providing the core information for the project and its objectives

Activity 2	Online advertising in social network and web site
Description of activity	Parallel Campaigns on socials (Facebook, Instagram, You Tube and Lead Ads) aiming the direct engagement and interaction of the desired target group (page likes, event responses, polls etc), alongside with a long term Google AdWords Campaign aiming to establish traffic to the website. All campaigns, targeting custom audience through Geographical criteria (according to the target countries of the program), language, personal interests, age and more. Constant result analysis from analytics, and necessary adjustments to budget, targeting, etc. The logos required by the various regulations of the European Union will be used for Organic products

Work package	Communication tools
Activity 1	Publications
Description of activity	Design and production of full page 4C artwork. Annual design of ads (A4 illustrated) and publication in food, women and health magazines, newspapers. Smart advertisement will provide all the important messages, "secrets", advices to improve our daily diet, establishing practices that revitalize and renew our life, aiming to reinforce the demand for Organic products. 4 colourful- full page (English/Arabian)-totally 30 advertising
Activity 2	Promotional video in social media
Description of activity	Annually a set of 5 videos of 3' minute maximum will be produced and be available at social media and website. Target group is the social media users especially consumers (families with dependants that will be posted in social media, you tube and during all activities of the project. Creation of a 3' minutes promotional video made with interviews from nutritionists –chefs, trainers to motivate people to include Organic products in their daily diet. The movie also be integrated in the website / social media / used during fairs / events.

Work package	Events
Activity 1	Stands at trade fairs
Description of activity	Annual Participation at the MIDDLE EAST ORGANIC & NATURAL PRODUCTS EXPO (MENOPE) and at GULFOOD, in Dubai, UAE, in NATURAL & ORGANIC PRODUCTS EUROPE LONDON, UK and 2 nd and 3 rd year at SPECIALITY FINE FOOD FAIR LONDON(UK). Stand renting and construction, supporting services including products and material dispatch, travel and accommodation of representatives (producers) from Bulgaria, Greece and Romania.
Activity 2	Seminars, workshops, events, B2B meetings, training for trade/ live cooking program with special cook
Description of activity	Events in each country will be held in collaboration with clinical nutritionists, particularly popular among the general public as opinion makers..High-level events will take place in central hotel rooms or distinguished restaurants in central locations in each capital. Total 5 events including products dispatch, travel and accommodation of representatives (producers) from Bulgaria, Greece and Romania.
Activity 3	Study Trips
Description of activity	Totally 2 study trips to Bulgaria, Romania and Greece will be organized in the 3 rd year and will be hosted in Sofia, Bucharest and Athens .The duration of the trip will be 6 days. Three representatives of each of the two target countries (6 people in total 3 from U.K and 3 from UAE) from the field of journalists, opinions leaders, traders etc.
Activity 4	Other events (Organic Point)
Description of activity	Organize a special workshop for children aged from 6 to 12 years old. A special location in a central shopping centres / 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 (during the 2 nd and 3 rd year).
Activity 5	Other Events (information events for teachers/students/parents) seminars.
Description of activity	Organizing 20 special events with students, parents and teachers of primary education in 20 schools per year. The goal is through the special information of the parents and teachers / students to spread the message to as many households as possible after the combination of transmission channels (education system / education process and family) will maximize the desired results. These special events will be made in collaboration with scientific organizations (paediatricians – nutritionists-children) so as to ensure the quality of speakers' knowledge, the content of their speeches should be scientifically substantiated and follow national and European policies and accepted standards in global level. Representatives of proposing organizations will also present their products while at the end of the event there will be a buffet based on organic products.

Work package	Point – of – Sale (POS) Promotion
Activity	Tasting days
Description of activity	<p>Promo days with tasting and free sampling in 52 POS total as following: UAE Total promo days =360 (1st, 2nd and 3rd year) UK Total promo days=160 (only 2nd and 3rd year) Total promo days = 520</p> <p>The action will be realized in collaboration with organized Hypermarkets. The idea is to familiarize consumers with the product in order to increase awareness on their intrinsic characteristics and qualities. In each POS a stand will be placed along with promotional banners and a promoter will offer free products to taste as well as free sample to take away.</p>

PART B – VALUE OF THE CONTRACT

Financing

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

Estimated value of contract in EURO without VAT, 3,295,598 EUR

WP/Estimated value	Total	LOT1BG	LOR2RO	LOT3GR
Work Package PR office	237.600	83.160	71.280	83.160
Work Package website and social media	256.960	89.936	77.088	89.936
Work Package Advertising	482.605	168.911	144.783	168.911
Work Package Communication Tools	309.900	108.465	92.970	108.465
Work Package Events	1.399.164	489.098	420.968	489.098
Work Package POS promotion	609.369	213.278	182.813	213.278
Total	3.295.598	1.152.848	989.902	1.152.848

Estimated value of LOT 1 Bulgaria in EURO without VAT 1,152,848

Estimated value of LOT 2 Romania EURO without VAT 989,902

Estimated value of LOT 3 Greece in EURO without VAT 1,152,848

ANNEX II – Technical and Professional Reference

Tenderer Composition

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

Tender Composition overview¹

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

Member detailed information

	Leader
	Member
	Subcontractor

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

If identified subcontractor

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

¹ Add as many line needed

Activity	%

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

Name		Position	
Office address			
Phone		email	

The contact person for this tender

Name		Position	
Office address			
Phone		email	

Financial data overview of the tenderer²

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

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

Financial data overview of the consortium of tenderers³

Economic and Financial Capacity	In currency unit	In euro
--	-------------------------	----------------

² Only for tenderers / members of a joint tender

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

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

Technical and Professional Capacity Criteria⁴

a. Project References

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

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

⁴ Only for tenderers / members of a joint tender

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

b. Project Team:⁶

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

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

STATEMENT

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

Date	
Full name of the authorized representative	
Signature and stamp	

ANNEX III – Declaration of Honor

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

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

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

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

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

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

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

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

REMEDIAL MEASURES

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

EVIDENCE UPON REQUEST

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

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

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

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

Date

**Full name of the authorized
representative**

Signature and stamp

LIST OF CONTRACTOR'S CERTIFICATES

1. Extract from the “judicial record” or, failing that, of an equivalent document issued by a competent judicial or administrative authority of the country where the Contractor is established, showing that the participation requirements of article 2.2.2, paragraph 2.2.2.1(a), (b), (c), (d), (e) and (f) of Tender Specifications have been met.
2. An original Certificate issued by a competent administrative or judicial authority in accordance with the legal provisions of the country where the Contractor is established, showing that the participation requirements of article 2.2.2, paragraph 2.2.1.2. (a) of Tender Specifications have been met.
3. An original Certificate(s) issued by a competent authority of the country where the Contractor is established, showing that the participation requirements of article 2.2.1, paragraph 2.2.2.2. (b) of Tender Specifications have been met.

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

Note:

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

- Are original or certified copies accompanied with legalized translation or an apostille translation in Bulgarian, Greek and Romanian
- Are issued within six months prior the signing the contract.

Economic Tender

To:

<name of Contracting Authority>

Subject: **<Tender procedure title>**

Tender procedure no.:

Closing date for the submission of tenders:

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

Name / Title / Signature / Stamp

Table 1 – Total Budget												
Lot	Year 1			Year 2			Year 3			Total		
	Direct cost	Fees	Total	Direct cost	Fees	Total	Direct cost	Fees	Total	Direct cost	Fees	Total
Lot RO												
Lot GR												
Total												
VAT												
Total with VAT												

Table 2 – Budget per WP												
WP	Year 1			Year 2			Year 3			Total		
	Direct cost	Fees	Total	Direct cost	Fees	Total	Direct cost	Fees	Total	Direct cost	Fees	Total
WP 1												
.....												
WP n												
Total												
VAT												
Total with VAT												

Table 3 – Budget per LOT/ WP												
LOT	Year 1			Year 2			Year 3			Total		
	Direct cost	Fees	Total	Direct cost	Fees	Total	Direct cost	Fees	Total	Direct cost	Fees	Total
WP1												
.....												
WP n												

Total												
VAT												
Total with VAT												

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

Performance Guarantees

The signing of the contracts requires three Guarantees issued in favor of Contracting Authorities which amounts to 5% of the value of each contract, excluding VAT, and they are deposited before or when signing the contract.

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

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

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

Guarantees are either Letter of guarantees issued by Bank institutes operating legally in EU27 or other equivalent documents

Contractual legislation

For the performance of contracts, the legislation foreseen at Article 1.4 and specifically the provisions of the Grant Agreement (101046085) – EU Organic Deal will be applied.

Subcontracting

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

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

Amendment of the contract

The contract may be amended according to the provisions of the Grant Agreement (101046085) – EU Organic Deal

Termination of the contract

The contract may be terminated according to the provisions of the Grant Agreement (101046085) – EU Organic Deal

Payments

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

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

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

Deposal of Contractor - Sanctions

The Contractor with the prejudice of grounds of force major can be deposed from the contracts and any contractual rights in case that fails to fulfill the contractual obligations or fails to comply with the contracting authority's written instructions, which are in accordance with the contract or the relevant provisions and especially the ones of the Grant Agreement - **EU Organic Deal (101046085)**.

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

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

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

The penalties are calculated as follows:

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

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

Appeal in the process of contract performance

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

Judicial settlement of disputes

Any dispute between the Contracting Parties arising out of the contracts shall be settled by appeal to the Courts of the Contracting Authorities

Monitoring of the contract

The monitoring of the contract is obligation of the Contracting Authorities and the competent assigned personnel that form the Project Team. Project Team will consultate Contracting Authorities for all subjects related to the propel performance of the contract and the fulfillment of the contractual obligations of the Contractors, for the taking of imposed measures for non-compliance with the above conditions, and in particular for matters relating to the modification of contract scope, according to the provisions of the Grant Agreement (101046085)-EU Organic Deal.

Duration of the Contract

The duration of the Contracts is set to 36 months and will be valid until the final closure of the Grant Agreement (101046085)-EU Organic Deal.

Acceptance of contract scope

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

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

- (a) either accept and receive the services and their deliverables concerned, provided that the contract requirements are met, without the approval or decision of the Contracting Authorities;
- (b) advise on acceptance / receipt with observations or rejection of the services/deliverables provided; the latter also apply to partial receipts.

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

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

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

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

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

Contract Termination - Subrogation of Contractor

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

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

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

The Service contract to be signed with the Contracting Authorities will include the above terms and will be based on the model of Grant Agreement for multi programmes which is available at the following link:

https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/agrip/agr-contr/multi-mga_agrip_en.pdf