

**OGOLNOPOLSKIE STOWARZYSZENIE PRZETWORCOW I PRODUCENTOW  
PRODUKTOW EKOLOGICZNYCH POLSKA EKOLOGIA - Coordinator  
ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO  
ROMANIA -Partner**

**Specifications  
of Call for Tenders No 2/2024**

**101095521 — EU Organic  
Promotion of EU Organic products in third countries  
(UAE, Egypt, and Serbia)**

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



## Contents

<b>Legal Context</b> .....	<b>3</b>
<b>Contracting Authorities</b> .....	<b>4</b>
<b>Subject of the EU Organic project</b> .....	<b>4</b>
<b>Context of the contract</b> .....	<b>5</b>
<b>Value of contract</b> .....	<b>5</b>
<b>Lots - variants</b> .....	<b>5</b>
<b>Duration of contract</b> .....	<b>5</b>
<b>Legal, Economic, financial and technical information</b> .....	<b>5</b>
<b>Procedure</b> .....	<b>6</b>
<b>Evaluation of tender(er)s and award</b> .....	<b>10</b>
<b>Informing the candidates / tenderers</b> .....	<b>13</b>
<b>Confidentiality</b> .....	<b>13</b>
<b>Intellectual property rights</b> .....	<b>13</b>
<b>Appeals</b> .....	<b>13</b>
<b>Finalization of procurement – award of contract</b> .....	<b>14</b>
<b>ANNEX A- Description of Contract</b> .....	<b>15</b>
<b>ANNEX B- Financial tender tables</b> .....	<b>21</b>
<b>ANNEX C – Submission form</b> .....	<b>22</b>
<b>ANNEX D – Technical and Professional Capacity</b> .....	<b>26</b>
<b>ANNEX E – Declaration of Honor</b> .....	<b>29</b>
<b>ANNEX F –Power of Attorney</b> .....	<b>33</b>
<b>ANNEX G –Letter of Intent for Subcontractor</b> .....	<b>34</b>
<b>ANNEX H - DECLARATION of other Economic operators</b> .....	<b>35</b>
<b>ANNEX I – Specimen of Service Contract</b> .....	<b>36</b>
<b>SPECIAL CONDITIONS</b> .....	<b>45</b>
<b>ARTICLE 1 - STRUCTURE OF THE CONTRACT</b> .....	<b>45</b>
<b>ARTICLE 2 - CONTRACT SCOPE</b> .....	<b>46</b>
<b>ARTICLE 3 - CONTRACT VALUE</b> .....	<b>46</b>
<b>ARTICLE 4 - GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE CONTRACT</b> .....	<b>46</b>
<b>ARTICLE 5 - ORGANISATION AND ADMINISTRATION OF CONTRACT</b> <b>IMPLEMENTATION</b> .....	<b>46</b>
<b>ARTICLE 6 - DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION</b> .....	<b>46</b>
<b>ARTICLE 7 - REPORTS</b> .....	<b>46</b>
<b>ARTICLE 8 - CONDITIONS AND PROCEDURE FOR PAYMENT</b> .....	<b>46</b>
<b>ARTICLE 9 - REPLACEMENT OF PERSONNEL</b> .....	<b>47</b>
<b>ARTICLE 10 - TAX AND CUSTOMS ARRANGEMENTS</b> .....	<b>47</b>
<b>ARTICLE 11 - SETTLEMENT OF DISPUTES</b> .....	<b>47</b>
<b>ARTICLE 12- LAW AND LANGUAGE OF THE CONTRACT</b> .....	<b>47</b>
<b>ARTICLE 13- COMMUNICATION BETWEEN THE PARTIES</b> .....	<b>47</b>

## Introduction

OGOLNOPOLSKIE STOWARZYSZENIE PRZETWORCOW I PRODUCENTOW PRODUKTOW EKOLOGICZNYCH POLSKA EKOLOGIA as Coordinator and ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA as Partner (hereinafter as the Contracting Authorities) are launching an open procurement for the selection of implementing body(ies) (Contractor) for services regarding the “**101095521 — EU Organic**” project submitted in the frame of the **AGRI-MULTI-2022** Call for Tenders **Topic: AGRIP-MULTI-2022-TC-ORG-SUST**, entitled “**Promotion of EU Organic products in third countries**” according to **Regulation (EU) No 1144/2014** of the European Parliament and of the Council of 22 October 2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008.

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

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

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

The time limit for submission of Tenders is **December 2<sup>nd</sup>**, 2024, 15:00 local time (Warsaw). Questions or clarifications concerning the present Specifications can be submitted written until November 12<sup>th</sup>, 2024. Replies will be communicated in written until November 18<sup>th</sup>, 2024.

### ***Legal Context***

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

- **Regulation (EU) No 1144/2014** of the European Parliament and of the Council of 22 October 2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008.
- **Commission Delegated Regulation (EU) 2015/1829** of 23 April 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries.
- **Commission Implementing Regulation (EU) 2015/1831** of 7 October 2015 laying down rules for application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries.
- **Note “GUIDANCE ON COMPETITIVE PROCEDURE” of the EUROPEAN COMMISSION** (DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT | Directorate B. Multilateral relations, quality policy | B.5. Promotion) DDG1.B5/Mj/db D(2016)3210777
- **GRANT AGREEMENT NUMBER** — 101095521 EU Organic\_101095521 signed on 16th of January 2023 between the European Commission, and “ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA (BIO ROMANIA)”, and “OGOLNOPOLSKIE

STOWARZYSZENIE PRZETWORCOW I PRODUCENTOW PRODUKTOW EKOLOGICZNYCH  
POLSKA EKOLOGIA (EKOLOGIA)”).

**Contracting Authorities**

Coordinator – Main Contact Point	
Official Name	OGOLNOPOLSKIE STOWARZYSZENIE PRZETWORCOW I PRODUCENTOW PRODUKTOW EKOLOGICZNYCH POLSKA EKOLOGIA
Postal Address	RAKOWIECKA 36 lok.38
Town	WARSZAWA 02-532
Telephone / Fax	+48 791 999 724
Email	<a href="mailto:polskaekologia@polskaekologia.org">polskaekologia@polskaekologia.org</a>
Contact person	Pawel Krajmas

Project Partner	
Official Name	ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA
Postal Address	Splaiul Unirii nr 162, Cladire Laborator, Sector 4,
Town	Bucharest, Romania
Telephone / Fax	+40 0746111888
Email	<a href="mailto:programe@bio-romania.org">programe@bio-romania.org</a>
Contact person	Avraham Marian Ciocanu

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

**Subject of the EUOrganic project**

The EUOrganic partnership is consisted by two representative organizations; Polska Ekologia and Association Bio-Romania and concerns the organic production method and all eligible agri-food products for direct consumption and their promotion in three non EU27 markets with high growth potential (UAE, Egypt and Serbia). Both organizations have been involved, since their establishment, promoting the organic production method among producers, opening the market to

organic products and increasing awareness and knowledge among stakeholders and consumers. EU Organic main objectives are to improve competitiveness of the organic products from Romania and Poland in the three markets and increase the awareness and recognition of organic products from Romania and Poland in the three markets. Target groups of EU Organic are consumers 24-55 years old urban population of medium and high income in the three markets, the import/distribution/sales channels and multipliers. The selected communication and activities mix for reaching the identified audience will make sure that the objectives will be met at the end of the 36 months period of implementation. Total budget of the project is EUR 3,012,730.

### ***Object of the contract***

Contractor(s) will undertake the realization of the work packages and activities described in ANNEX A of the present. Activities will be developed and performed in Romania and Poland and in the country of origin of Contractor(s).

### ***Context of the contract***

The comprehensive action plan is presented in A.

### ***Value of contract***

Estimated value of the contract to be awarded is **EUR 1.570.250** (excluding VAT) and concerns subcontracting costs including fees of implementing body (ies)

### ***Lots - variants***

The contract is divided in two (2) lots (LOTPO and LOTRO) and tenderers should submit their offer for all lots included. No variants will be accepted. Estimated value of LOTPO is EUR 1.381.690 and estimated value of LOTRO is EUR 188.560.

### ***Duration of contract***

The duration of the contract will be for 28 months starting from the 01.01.2025 starting date of the project according to the Grant Agreement between the Contracting Authorities and the EUROPEAN RESEARCH EXECUTIVE AGENCY (REA) on behalf of the European Commission.

### ***Legal, Economic, Financial, and Technical information***

#### ***Participation in the tendering procedure***

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

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

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

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

operator shall accept and comply with the terms and conditions set out in the tender specifications and the contract.

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

#### *Subcontracting*

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

Tenderers are required to identify subcontractors whose **estimated share of the contract is above 40%** of proposed budget of each service of the contract (hereinafter referred to as "identified subcontractors").

The tender must clearly identify these above-mentioned subcontractor(s) (identity, role, specific tasks, proportion of the contract the tenderer intends to subcontract in total and by each subcontractor when this is above the % indicated above) and attach a statement declaring their undertaking to collaborate with the tenderer (s) in case of award of the contract (by enclosing the written Letter of Intent of the subcontractor(s) presented in ANNEX G).

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

#### *Rely on the competence of other economic operators.*

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

#### *Requirements as to the tender(er)*

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

#### **Procedure**

##### *Time limit for participants*

Questions or clarifications concerning the present Specifications may be sent by e-mail no later than **November 22nd, 2024.** to the main contact point: [euorganic@polskaekologia.org](mailto:euorganic@polskaekologia.org)

Replies will be communicated to all tenderers no later than **November 29<sup>th</sup>, 2024.** by the Committee.

##### *Deadline for submission of tenders*

Tenders must be submitted not later than **December 16<sup>th</sup>, 2024**, 15:00 local time (Warsaw), either by post or by hand deliveries.

Place of submission of Tenders: ul. Rakowiecka 36 lokal 38, 02-532 Warszawa, Poland

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

Main language of the tender is English.

Requests to participate must be drawn up in English.

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

Technical and Financial tender should be in English.

*Minimum time frame during which the tenderer must maintain the tender.*

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

*Conditions for opening tenders - Stages*

Members of the Committee assigned by Coordinator will hold a close meeting within 3 working days, after the deadline for submitting tenders, on the **December 16<sup>th</sup>, 2024**,

**announcement of tender results December 23<sup>rd</sup>, 2024 at the latest**

*Stage 1:*

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

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

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

*Structure and content of the Tender*

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

The tender must include a **cover letter** signed by an authorized representative together with the administrative offer of the tender presenting the name of the tenderer (including all entities in

case of joint tender) and identified subcontractors, if applicable, as well as the name of the single contact point (leader) in relation to this procedure.

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

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

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

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

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

**OPEN CALL FOR TENDERS No 2/2024**

**101095521 — EU Organic**

**REG (EU) 1144/2014**

**Deadline 16/12/2024**

**TO BE OPEN BY THE JOINT EVALUATION COMMITTEE**

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

- o Administrative Tender one (1) original hard copy and one (1) copy in electronic format (USB disk)

The dossier should contain the following documents in one (1) original hard copy

<b>No</b>	<b>Description</b>	<b>Reference</b>
<b>1</b>	Cover Letter	
<b>2</b>	Submission Form	ANNEX C
<b>3</b>	Declaration on Honor signed by the legal representative of the tenderer or the leader and each member of the consortium of tenderers	ANNEX E
<b>4</b>	Certification relating the enrolment of tenderers and or consortium of tenderers on professional or trade registers of the tenderer and each member of the consortium of tenderers if applicable	Issued by competent national authorities
<b>5</b>	Financial statements of the last two (2) years of the tenderer and each member of the consortium of tenderers if applicable.	Balance sheet and profit/losses account signed and stamped by the legal representative of tenderer.
<b>6</b>	Certificates issued by competent national authorities for the fulfillment of taxes and social	Issued at least six (6) months before the deadline of submission



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

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

- Technical and Financial Dossier

Dossier should contain the following separate sealed folders.

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

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

- Presentation and justification of tenderers experience: In this section tenderer should provide a description of its profile, state of art and business activities related to the services requested to provide. Presentation of their history, infrastructure, human and technical resources, assets etc.
- Understanding of the project and its objectives and description of methodology: In this section tenderer must provide a comprehensive description of its approach and methodology for the implementation of each service and of the campaign as a whole. A connection to the experience of the tenderer must be justified as well as the procedures

especially for actions to be carried out in the target countries. In case of a consortium of tenderers or in case of subcontractors, an allocation of actions undertaken by each of the members of the consortium or subcontractors should be provided.

- Project team, management, and administrative procedures: Project Team, Project management and administration processes, tasks and roles, communication channels and processes especially in cases of consortium of tenderers.
- Action plan and detailed timetable: Detailed presentation of actions according to ANNEX A and presentation of the overall timetable for its implementation.

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

- o Financial Tender - one (1) original hard copy and one (1) copy in in electronic format (USB disk).

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

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

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

This part must include and present:

- An introductory paragraph indicating the overall cost of the offer (in euro excluding VAT).
- Tables of ANNEX B
- Detailed budget breakdown of each activity (in euro excluding VAT).
- In case of a consortium of tenderers or tenders with identified subcontractor (s) a table must be created reflecting the member responsible of the heading/activity and the overall sum undertaken by subcontractor (s).

Dossier should include all above mentioned documents in electronic (USB disk)

### ***Evaluation of tender(er)s and award***

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

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

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

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

### ***Verification of non-exclusion and evidence***

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

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

In case of **subcontracting**, identified subcontractors whose **estimated share of the contract is above 40 %** of the maximum ceiling for each service must provide a declaration on honour signed by their authorized representative. These declarations should also be included in the tender.

#### *Verification of selection criteria and evidence*

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

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

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

#### Legal and Regulatory capacity

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

#### Economic and Financial capacity

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

- **Turnover or other operating income** - The average annual turnover for the last two financial years is above two hundred thousand euro (EUR 200,000).

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

#### *Quality Award Criteria*

#### Technical and professional capacity criteria

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

Tenderers should provide adequate information demonstrating their skills, expertise, human resources, and significant documented experience. Specifically, tenderers should have proven experience in providing promotion and advertising services for the agri-food business sector over the past five years (2019-2023).

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

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

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

The tenderer has experience in **implementing advertising and promotion projects for the agrifood sector.**

The tenderer has experience in **implementing advertising and promotion projects for organic products.**

**Evidence A1:** The tenderer must provide a list of references filling in the relevant table of the Submission Form (Annex C) for the past 5 years (2019-2023).

**b) Criteria relating to the team delivering the service:**

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

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

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

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

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

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

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

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

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

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

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

This criterion will assess how the different economic operators (joint tenders, incl. subcontractors, if applicable) and the project team share responsibilities, roles, time, and resources globally and for each identified task, and the back-up systems in order to be effective. This criterion will also

assess the quality assurance mechanisms used to ensure timeliness, quality of the deliverables, the language Excellency and flexibility. Completeness is an element of this criterion. The criterion will also assess the approaches/methods proposed for ensuring efficient coordination between and with various parties involved (Contracting Authority and stakeholders, competent national and European authorities etc). Details should be provided as part of the technical tender.

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

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

*Price and Award Method*

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

*Ranking of tenders*

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

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

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

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

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

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

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

***Informing the candidates / tenderers***

The Committee will inform the candidates/tenderers (winner tenderer/tenderers, tenderers that have been rejected or unsuccessful tenderers) in written form, as soon as possible after the act of the Board of Directors about the decisions regarding the awarding of the contract.

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

***Confidentiality***

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

***Intellectual property rights***

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

***Appeals***

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

***Finalization of procurement – award of contract***

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

## ***ANNEX A- Description of Contract***

### ***Objectives***

EUOrganic, aims to address the growing erosion of society's engagement with the food that it produces and consumes and the correlated need to strengthen this engagement on a more sustainable way. The market analysis in the three markets have framed the context clearly and the following assumptions can be extracted:

- Domestic organic production is on the rise however they concern specific crops oriented for exports and only small part is directed to their internal markets.
- All markets have high dependency on imports of high-quality processed food including organic products.
- Still spending on organic products and per capita consumption is low.
- Consumers behaviour toward organic is changing; perception on the environmental, social, and economic benefits associated with producing and consuming organic food is strengthen but still in inadequate.
- EU organic logo and system has low awareness level and among organic consumers.
- Markets are depending heavily on EU suppliers.
- Organized retailing is growing fast and supply of organic products has become part of the innovating strategies to attract consumers' interest
- Polish exports of processed food and agro based products are gaining shares in the three markets.
- Romanian exports of processed food and agro based products are losing shares in UAE and Egypt but gain share in Serbia.

Based on the above the EUOrganic objectives are:

- To improve competitiveness of the organic products from Romania and Poland in the three markets
- To increase the awareness and recognition of organic products from Romania and Poland in the three markets

Both objectives are in full compliance with the general and specific objectives (b) and (c) of the Reg (EC) 1144/2014.

The objective is **SMART** as it has identified the **SPECIFIC** challenges to tackle and opportunities to build on. Furthermore, it has specified the intervention area prioritizing key target group. The objective is **MEASURABLE** as it will result a) to an increase by 15% of the recognition rate of the EU organic logo in each market and b) to the establishment a continuous flow of organic exports from Poland and Romania to the three markets. These are **ACHIEVABLE** goals; both organizations are pioneers in the organic movement in Poland and Romania and significant present in European level; their proven track on networking and promoting the organic concept is undeniable. They have undertaken initiatives and activities of the same calibre in the past and have contributed to the growth achieved until today. With the EUOrganic initiative Bio-Romania and Ekologia acknowledge that the objective and expected results can be achieved. The objective is also **REALISTIC** since it is obvious that the moment is now; Covid 19 outbreak impact gas definitely affected organic market; consumers in the three markets as elsewhere around the globe are more concerned, but organic consumption is low thus making it vulnerable. Organic movement may lose recognition, sales and affiliates (producers, traders, end users). Increasing public

awareness will stimulate demand and increase consumption. Finally, the objective is **TIME BOUNDED**: It sets milestones and foresees results to be achieved in annual base. It has a defined size of the key target group and supplementary groups that will facilitate the realization of the objective that will be approached in activity level and finally set the bounds for the general objective to be achieved by the end of the project.

The project's objective is in line with the general objective of Reg (EU) 1144/2014 as it is supporting the competitiveness of the organic sector in all member states. It is in full compliance with Regulation's specific objectives (b) and (c) and it has been conceptualized based on the general and specific objectives of the call as it compatible with Regulation's expected results and impact.

It is also in full aligned with the Organic Action Plan of the European Commission and will contribute to its goals. In specific it is promoting organic farming and the EU logo (priority 1.1 Promoting organic farming and the EU logo) via specialized activities (priorities 1.2 Promoting organic canteens and increasing the use of green public procurement and priority) engaging the private sector in the common goal (priority 1.6 The contribution of the private sector). Finally the project is in line with priority 2.1 (encouraging conversion, investment and exchange of best practices) and 2.4 (Reinforcing local and small-volume processing and fostering short trade circuit).

### ***Strategy***

Modern agriculture is characterized by enormous productivity and efficiency, but often at the expense of the environment and the health of consumers. Due to the growing awareness, people are more and more willing or each for organic products. However, organic production is not only about healthier and safer food. Organic farming is also a form of environmental protection and responsible management of natural resources. Water, soil, biodiversity, and landscape are just some of the elements of the environment that are constantly changing due to agricultural activities. In conventional agriculture, these activities often contribute to environmental degradation with serious consequences.

There are specific constraints limiting the development of the organic food demand and consumption in the three markets, but a general characteristic is the low or inadequate public awareness and lack of knowledge about the role and importance of organic production and food over the past years. Given that the level of sustainability concerns is correlated and affects the intensity of organic consumption, the EUOrganic will highlight the environmental, social, and economic benefits associated with the EU organic products and with consuming them. In this respect, the project intends to promote the sustainable approach, emphasizing that organic farming can provide multilayer positive externalities.

In general, as was presented in the market analysis there is growing positive trend towards organic fuelled by increasing supply; in UAE organized retailers and specialized organic retailers are catering a market that demands better food; in Egypt the market is niche but middle- and upper-class consumers are demands more high-end organic products that cannot be offered by domestic production. Finally, in Serbia again retailers and specialized organic retailers are in need for more products as improving purchasing power and demand for high end foodstuffs are increasing.

Therefore, the project will try to tackle this challenged targeting:

-Urban consumers 24-55 years' old men and women of medium and upper income via extensive publicity (social media, print, online advertising, and publications) and special tailored activities (POS promotion). 25 million consumers are in the age bracket in the three markets and more than



10 million are at the medium and upper income level thus exist a significant consumer base to be approached.

-Importers / distributors / retailers / specialized organic retailers along with food service sector that are or want to be pro – organic, form another target group of the EUOrganic. The main mechanisms will be stands at trade fairs, events, and study trips to Europe in order to bring along organic supply and demand. It is estimated that about 1 million professionals and multipliers will be approached through international trade fairs and more than 600 at seminars, B2B workshops, and trainings.

-Finally, multipliers (journalists, chefs, experts, and influencers) are the last but not least important target group. The EUOrganic will address to them via the events WP and a great effort will be put for their participation /engagement during implementation of the other activities, enforcing our communication strategy and publicity especially via dedicated promotional videos dedicated to increase awareness and stimulate demand.

The UNION MESSAGE is the EUOrganic: European Organics for a better future! The “ENJOY IT’S FROM EUROPE” signature will supplement Union’s message. The communication concept put on the spot the organic farming logo; the latter will be visible and accompanying every material produced. In addition, the communication arsenal provided by European Commission on organic farming is a crucial asset.

**Output and results**

Work Package 6	<p>Number of events organized (stands at trade fairs) - 12.</p> <p>Number of events organised (workshops) – 12.</p> <p>Number of events organized (study trips) – 6.</p>	<p>Number of professionals/multipliers who participated in events – 1 240 000.</p> <p>Number of professionals/multipliers who participated in events – 600.</p> <p>Number of professionals/multipliers who participated in events and contacted producers– 24</p>
Work Package 7	Number of tasting days: 390	Number of consumers who participated in tasting days:33000

### Description of activities

<b>Work package 6</b>	<b>Events</b>		
<b>Activity 6.1</b>	<i>Stands at trade fairs</i>		
<b>Description of activity</b>	<p>Annual participation in major trade events in the three markets.          Gulfood: Annual participation in the biggest event in Gulf region held every February in Dubai: Audience 150,000 national and international trade / multipliers visitors.          MENOPE: Annual participation in the specialized organic and natural expo held in Dubai every December. Audience 50,000 national trade/multipliers visitors          ADIFE:(Abu Dhabi International Food Exhibition) The largest food fair in Abu Dhabi, the second largest region in the UAE          Food Africa: Annual participation in the biggest event held in Cairo every May. Audience: 120,000 national trade / multipliers visitors          SAHARA EXPO: the largest agri- food fair in Egypt          ETHNIC FOOD AND DRINKS: International food and drinks event held in Belgrade every November. Audience: 60,000 trade / multipliers visitors          AGRO BELGRADE Fair: is the leading trade fair and conference event for the Western Balkans and Southeastern Europe, bringing together the most important companies in the field of fruit growing, viticulture, vegetable growing, as well as most agricultural cooperatives from Serbia.          In each fair a group of 6 organic producers with travel and showcase their products.          Total number of trade fairs: 12          Total reach: 1,240,000 trade /multipliers visitors          Unit cost per output:          12 stands at trade fairs x 66907.5EUR/stand</p>		
<b>Timeline</b>	<b>YEAR 1(4 months)</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	<p>Events report (stands at trade fairs, participants, publicity, photo and video report, list of contact, post report)          1 fair in UAE, 1 in Serbia</p>	<p>Events report (stands at trade fairs, participants, publicity, photo and video report, list of contact, post report)          2 fairs in UAE, 1 in Serbia, 2 in Egypt</p>	<p>Events report (stands at trade fairs, participants, publicity, photo and video report, list of contact, post report)          3 fairs in UAE, 1 fair in Egypt, 1 fair in Serbia</p>
<b>Activity 6.2</b>	<i>Seminars, workshops, B2B meetings, trainings for trade/cooks, activities in schools</i>		
<b>Description of activity</b>	<p>A series of workshops will be organized in each market in the format of product presentation and degustation of organic products from the two partners. Guests will be the supply chain (processors / distributors), the ontrade (HORECA) and offtrade (retailers) channels in national level (one event in each market) in order to bring together supply and demand. Events will be organized during trade fairs where organic producers from Poland and Romania will be present.          Total number of events: 12 (6 in UAE, 3 in Egypt, 3 in Serbia)</p>		

	Number of professionals/experts/importers who participated in events: 12 x 50=600 Unit cost per output: 12 events x 14850/event		
<b>Timeline</b>	<b>YEAR 1(4 months)</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	Events report (workshops, agenda, participants, publicity, photo, and video report) 1 in UAE, 1 in Serbia	Events report (workshops, agenda, participants, publicity, photo, and video report) 2 in UAE, 1 in Serbia, 2 in Egypt	Events report (workshops, agenda, participants, publicity, photo, and video report) 3 in UAE, 1 in Egypt, 1 in Serbia
<b>Activity 6.3</b>	<i>Study trips to Europe</i>		
<b>Description of activity</b>	<p>Organization of incomings of representatives of imports/distribution/retailing channels along with multipliers from the three markets in Romania and Poland. Scheduled trips as following:  Y1 – Incoming of group of 4 professionals from Serbia (one trip to Romania and one to Poland)  Y2 – Incoming of 4 professionals from UAE and 4 professionals from Egypt (two trips to Romania and two trips to Poland).  Professionals will be hosted for 3 days in each trip, will visit selected organic farms / processing units, and have dedicated B2B contacts with producers.  Total number of trips: 6  Total number of professionals to contact producers: 24.  Output (B2B meetings) Y1 -24/Y2 -48  Unit cost per output:  6 study trips x 11110EUR</p>		
<b>Timeline</b>	<b>YEAR 1(4 months)</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	Events report (selection report, study trip reports, agenda, participants, publicity, photo, and video report)	Events report (selection report, study trip reports, agenda, participants, publicity, photo, and video report)	

<b>Work package 7</b>	<b>Point of sale (POS) promotion</b>
<b>Activity 7.1</b>	<i>Tasting days</i>
<b>Description of activity</b>	<p>It concerns the organization and implementation of an escalating large scale in store promotion addressing to consumers with free product sampling. Operations will be deployed as following:  Y1 / Serbia; tasting days in collaboration with mass retailers / organic shops in 10 locations for 3 days.  Y2 / Serbia; tasting days in collaboration with mass retailers / organic shops in 20 locations for 3 days / UAE tasting days in collaboration with mass retailers / organic shops in 30 locations for 3 days / Egypt tasting days in collaboration with mass retailers in 10 locations for 3 days.  Y3 / Serbia; tasting days in collaboration with mass retailers /</p>

organic shops in 20 locations for 3 days UAE tasting days in collaboration with mass retailers / organic shops in 20 locations for 3 days / Egypt tasting days in collaboration with mass retailers in 20 locations for 3 days.

Samples to be distributed tasted will consist of a basket of packed organic products tailored for each market depending on their dietary preferences. E.g. In Serbia the organic basket will include dairy and meat products, juices, cereal and products of the milling industry, wine or alcoholic beverages and processed or fresh fruits and vegetables. For UAE and Egypt, the basket will include packed organic products like dairy products, juices, cereal and products of the milling industry, processed fruits, and vegetables.

Number of tasting days  
 Serbia: 50 locations x 3 days=150 tasting days  
 UAE :50 locations x 3 days=150 tasting days  
 Egypt: 30 locations x 3 days=90 tasting days

The activity includes:  
 Purchase and export of organic products  
 Logistic and supply chain for daily operation  
 Personnel costs

Number of consumers approached during tasting days: 33 000.  
 Unit cost per output:  
 390 tasting days x 1339,74EUR/day

<b>Timeline</b>	<b>YEAR 1(4 months)</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	POS Promotion report (action plan, location list, photo and video report, reach)	POS Promotion report (action plan, photo location list, photo and video report, reach)	POS Promotion report (action plan, photo location list, photo and video report, reach)

***Analysis of budget positions (in EUR)***

<b>Work package</b>	<b>Activity</b>	<b>Budget</b>	<b>LOT1PO</b>	<b>LOT2RO</b>
<b>Events</b>	<b>Stands at trade fairs, Seminars, workshops, B2B meetings, trainings for trade/cooks, activities in schools Study trips to Europe</b>	<b>1.047.750</b>	<b>955.690</b>	<b>92.060</b>
<b>Point of sale promotion</b>	<b>Tasting days</b>	<b>522.500</b>	<b>426.000</b>	<b>96.500</b>
<b>Estimated value of the contract</b>		<b>1.570.250</b>	<b>1.381.690</b>	<b>188.560</b>

**ANNEX B- Financial tender tables**

**Table 1 – Total Budget**

	Year 1			Year 2			Year 3			Total		
LOT	Direct costs	Fee	Sum	Direct costs	Fee	Sum	Direct costs	Fee	Sum	Direct costs	Fee	Sum
LOT 1												
LOT 2												
<b>Total</b>												

**Table 2 – Budget per Work packages\***

	Year 1			Year 2			Year 3			Total		
WP	Direct	Fee	Direct	Fee	Sum	Sum	Direct	Fee	Sum	Direct	Fee	Sum

	costs		costs				costs			costs		
WP 1												
WP...												
WP n												
<b>Total</b>												

**Table 3 – Budget per Activity \***

	Year 1			Year 2			Year 3			Total		
WP	Direct costs	Fee	Direct costs	Fee	Sum	Sum	Direct costs	Fee	Sum	Direct costs	Fee	Sum
Activity 1												
Activity ...												
Activity n												
<b>Total</b>												

(\* ) These tables should be presented in total and per LOT

**ANNEX C – Submission form**

**Submission Form<sup>1</sup>**

**Call of Tenders No 2/2024**

**Deadline**

**Tenderer Composition**

	<b>Single Tenderer</b>
	<b>Single Tenderer with subcontractor</b>
	<b>Joint Tenderer</b>

<sup>1</sup> Each tenderer and members of a joint tender or identified subcontractor or third party should submit the form using a headed notepaper of the legal entity concerned).

	<b>Joint Tenderer with subcontractor</b>
	<b>Rely on other economic operators</b>

### Tender Composition overview<sup>2</sup>

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

### Member detailed information

	<b>Leader</b>
	Member
	Subcontractor
	Third party

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

### *If identified subcontractor*

<sup>2</sup> Add as many line needed

The amount to be received by the Subcontractor is above 30% of the total value of the contract

Yes	No

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

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

**The contact person for this tender**

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

### Financial data overview of the tenderer<sup>3</sup>

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

Economic and Financial Capacity	In currency unit		In euro	
	Year 1	Year 2	Year 1	Year 2
<b>Assets</b>				
<b>Liabilities</b>				
<b>Turnover and other operating incomes</b>				
<b>Net operating profit</b>				

### Financial data overview of the consortium of tenderers<sup>4</sup>

Economic and Financial Capacity	In currency unit		In euro	
	Year 1	Year 2	Year 2	Year 1

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

<sup>4</sup> The table will be produced only by the leader of the tenderer.



<b>Assets</b>				
<b>Liabilities</b>				
<b>Turnover and other operating incomes</b>				
<b>Net operating profit</b>				

***STATEMENT***

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

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

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

## ANNEX D – Technical and Professional Capacity

### Evidence for the Technical and Professional Capacity Criteria<sup>5</sup>

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

Please complete a table using the format below to summarize the major project/campaigns related to this contract carried out in the course of the past 5 years<sup>6</sup> by the legal entity or entities submitting the tender.

Ref no (minimum 3 / maximum 15 in total)	Project title								
	Name of legal entity	Country	Overall project value (EUR)	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates (start/end )	Name of consortium members, if any
...	...	...	...	...	...	...	...	...	...
Brief description of campaign / project							Type of services provided (indicate)		
							Public Relations		
							Website, social media		
							Advertising		
							Communication tools		
							Events		

*b. Criteria relating to the team delivering the service:<sup>7</sup>*

<b><i>Project Team Member</i></b>	<b><i>Name</i></b>	<b><i>Level of university qualifications</i></b>	<b><i>Years of experience (must satisfy at least the minimum years of experience required for the specific profile)</i></b>	<b><i>Short description of the relevant experience required for the specific profile</i></b>	<b><i>Language skills</i></b>	<b><i>Full-time/part-time on the project</i></b>
<b>Management</b>						
<b>Financial Administration</b>						
<b>PR/Media/Promotion Management</b>						

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

**STATEMENT**

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

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

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

## ANNEX E – Declaration of Honor

### Declaration of honor on exclusion criteria and selection criteria

The undersigned:

Representing

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

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

<i>(v) money laundering, provided by art. 29 of the Law no. 656/2002 on the prevention and sanctioning of money laundering, as well as for the establishment of measures for preventing and combating the financing of terrorism, republished, with subsequent modifications, or the financing of terrorism, provided by art. 36 of the Law no. 535/2004, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the State where the economic operator has been convicted;</i>		
<i>(vi) trafficking and exploitation of vulnerable persons, provided by art. 209 - 217 of Law no. 286/2009, as subsequently amended or supplemented, or by the corresponding provisions of the criminal law of the State where the economic operator has been convicted;</i>		
<i>(vii) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests of 27 November 1995.</i>		
(b) it has breached its obligations to pay taxes, duties or contributions to the general consolidated budget and this has been determined by a final judgment or administrative decision and compulsory under the law of the State in which the economic operator is established.		
(c) has breached the obligations established according to art. 51 of Law 98/2006;		
(d) is in the process of insolvency or liquidation, judicial supervision or cessation of activity;		
(e) has committed a serious professional misconduct that questions its integrity and the contracting authority can demonstrate this by any appropriate means of proof, such as a decision by a court or administrative authority;		
(f) has entered into agreement with other persons with the aim of distorting competition;		
(g) is in a situation of conflict of interest within or in connection with the procedure in question and this situation cannot be effectively remedied by other less stringent measures;		
(h) the previous participation of the economic operator in the preparation of the award procedure has led to a distortion of competition and this situation can not be remedied by other less stringent measures;		
(i) has seriously or repeatedly breached its main obligations under a public contract, a sectoral procurement contract or a concession contract previously concluded and these infringements have led to the early termination of that contract, damages, or other comparable penalties;		
(l) has been guilty of misrepresentation in the content of the information submitted at the request of the contracting authority for		

the purpose of verifying that the grounds for exclusion or the fulfillment of the qualification and selection criteria have not been provided, has not provided such information or is unable to provide the required supporting documents;		
(m) has attempted to unlawfully influence the decision-making process of the contracting authority, to obtain confidential information which could give it undue advantage in the award procedure or has provided inadvertently erroneous information which may have a significant influence on the contracting authority's decisions concerning the exclusion from the award procedure of that economic operator, its selection or the award of the public procurement / framework agreement to that economic operator.		

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

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

	YES	NO
<i>Situation (a) above</i>		
<i>Situation (e) above</i>		
<i>Situations (f-m) above</i>		

**EVIDENCE UPON REQUEST**

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

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

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

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

The signatory fully understands that failure to supply the requested information shall

lead to exclusion from award of the given contract.

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

### **REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration. This does not apply for the situations referred in point (a) of this declaration.

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



## ***ANNEX F –Power of Attorney***

### **POWER OF ATTORNEY**

The undersigned:

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

HEREBY AGREES TO THE FOLLOWING:

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

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

Signed in ..... on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company, and signature:

**ANNEX G –Letter of Intent for Subcontractor**

**Letter of Intent**

<Insert title of this call>

The undersigned:

**The undersigned:**

Representing

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

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

Full name

Date

Signature

**ANNEX H - DECLARATION of other Economic operators**

To

(Hereinafter called «Contracting Authority»)

Subject:

Tender No.: 02/2024

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

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

Yours sincerely,

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

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

## ***ANNEX I – Specimen of Service Contract***

### **GENERAL CONDITIONS OF CONTRACT PRELIMINARY PROVISIONS**

#### **Article 1 – Definitions**

The following definitions shall apply to the Contract:

##### *Contract*

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

##### *Contracting Authority*

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

##### *Contractor*

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

##### *Contract Scope*

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

##### *Contract Value*

The amount specified in article 3 of the Special Conditions.

##### *Day*

Calendar day.

##### *Fee-based*

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

##### *General Damages*

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

##### *Liquidated Damages or Penalty Clause*

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

##### *Month*

A calendar month.

##### *Agreement*

The Grant Agreement **101095521 – EUOrganic** signed between the EUROPEAN RESEARCH EXECUTIVE AGENCY ('the Agency'), under the powers delegated by the European Commission ('the Commission'), the Coordinator OGOLNOPOLSKIE STOWARZYSZENIE PRZETWORCOW I PRODUCENTOW PRODUKTOW EKOLOGICZNYCH POLSKA EKOLOGIA and ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA and as beneficiary having accessed into the Grant Agreement

##### *Services*

The activities to be performed by the Contractor under the Contract

##### *Terms of Reference*

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

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

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

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

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

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

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

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

All Contract deliverables, interim and final reports, as well as any and all other relevant document or material acquired, compiled or prepared by the Contractor in the execution of the Contract, shall be treated as confidential and shall be the absolute property of the Contracting Authority. The Contractor is obliged to deliver all such documents and data to the Contracting Authority upon completion of the Contract.

The Contractor may retain copies of such documents and data, but is not allowed to use them for purposes other than the purposes of the Contract.

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

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

### **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

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

The Contracting Authority shall provide to the Contractor as soon as possible any information and/or documentation at its disposal which may be relevant to the execution of the Contract. If this information is contained in documents, such documents shall be returned to the Contracting Authority at the end of the period of execution of the Contract.

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

The Contracting Authority shall inform its employees, agents and representatives of all such instructions or information as may be necessary or appropriate to facilitate prompt and effective performance of the services by the Contractor.

The Contracting Authority shall provide to the Contractor, if the latter so requests, information in connection with securing copies of laws, regulations and information on personnel insurance and the protection of employees, on local customs, taxation, orders or by-laws of the [Romania / Poland], which may affect the Contractor in the performance of its obligations under the Contract.

#### **obligations of the contractor**

#### **Article 5 – Assignment**

An assignment is any agreement whereby the Contractor transfers the Contract or part thereof to a third party without the prior written consent of the Contracting Authority.

Approval of an assignment by the Contracting Authority presupposes that the third party to which such assignment is made meets the eligibility criteria which applied to the award of the Contract. To allow the Contracting Authority to check that the eligibility criteria are met, the Contractor must submit all necessary data and information concerning such third party.

Approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the Contract already executed or for the part not assigned.

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

#### **Article 6 – Subcontracting**

To implement the Contract Scope, the Contractor is limited to using the subcontractors identified in its tender for the corresponding part of the Contract Scope as stated in the Contractor's tender for each such subcontractor.

The Contractor may exceptionally, after the Contract has been signed, enter into a new subcontract or replace a subcontractor identified in its tender, or undertake itself the part of the Contract Scope which it had stated in its tender that would be implemented by a subcontractor, after obtaining the prior written authorisation of the Contracting Authority.

In connection with the requirement for authorisation by the Contracting Authority under paragraph 2, the Contractor must notify the Contracting Authority of the parts of the Contract Scope which it intends to assign to the subcontractor.

The Contracting Authority shall, within a reasonable time of receipt of the relevant application, notify the Contractor of its decision, giving full justification in case such authorisation is denied.

It is understood that approval of such application by the Contracting Authority shall not relieve the Contractor of any of its obligations under the Contract.

The Contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of its own, its agents or employees.

If a subcontractor is found by the Contracting Authority to be incompetent in discharging its duties, the Contracting Authority may request the Contractor forthwith, either to provide a new subcontractor as a replacement, or to undertake itself the performance of the services.

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

The Contractor shall respect and abide by all national laws and regulations in force and shall ensure that its personnel, its dependants, and any of its subcontractors or associates also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and dependants, of such laws and regulations.

In the case of Contracts relating to matters relevant to the processing of personal data, the Contractor warrants that it will respect and comply with all applicable laws and regulations on the protection of individuals with regard to the processing of personal data and that it will assume responsibility and will be able to prove compliance to such laws and regulations. In addition, it will ensure that its personnel and any subcontractors or affiliates and persons under its control will also respect and comply with these laws and regulations. (Relevant is EU Regulation 2016/679 of 27 April 2016 of the European Parliament and of the Council).

The Contractor warrants to the Contracting Authority that the Contract Scope shall be performed in accordance with the terms and conditions of the Contract, the technical rules and the internationally recognised standards applicable to the modern methods for the provision of the specific services, shall have all the properties and features

provided for in the present Contract and shall meet the specifications, results and properties as specified in the Tender Documents or as allowed to be defined by the Contracting Authority during the execution of the Contract.

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

In cases of contracts the control of which, in accordance with the European Law, falls within the jurisdiction of the European Commission or the European Court of Auditors or the European Anti-Fraud Office or any other European body, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, both during the execution of the Contract and for a period of five (5) years after the payment of the final balance as defined in the Grant Agreement

In cases of contracts the control of which, in accordance with the National Law, falls within the jurisdiction of the Superintendent of Internal Audit or the Auditor General or any other authorised body, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, for such a period time as provided for by the provisions of the legislation in force.

If the Contractor is a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the Contract. The person designated by such consortium to act on its behalf for the purposes of this Contract shall have the authority to bind the consortium.

Any change in the composition of the consortium without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.

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

All documents, data and information which the Contractor receives from the Contracting Authority as part of its contractual obligations or of which it becomes aware on account of its contractual relation with the Contracting Authority or which are the result of studies, tests or research conducted during the Contract or for the purposes of the execution thereof, are confidential.

The Contractor is not entitled to publish or disclose such information and data to any third party, save only to the persons employed by it or associated with it who are directly involved with the contents of the Contract and with the performance of its Scope, and shall ensure that such employees are informed of and agree with the confidentiality obligation, the Contractor being further obliged to impose such obligation to its subcontractors, if any.

Should the Contractor be in breach of its obligation as above, the Contracting Authority reserves the right to terminate the Contract as per the provisions of Article 23 and seek payment for all losses which it estimates it may have suffered on account of the leak.

The Contractor shall not make any public statements regarding the Contract Scope or the Services that it provides without the prior authorisation of the Contracting Authority, and shall not engage in any activity which is in conflict with its obligations towards the Contracting Authority under the Contract. The Contractor shall not bind the Contracting Authority in any way without its prior written consent and shall clarify, where required, this obligation to third parties.

The Contractor shall not be subject to the obligations of the present Article as regards the know-how which it may acquire on account of the execution of the Contract Scope.

#### **Article 9 – Code of Ethics**

The Contractor and its personnel shall respect human rights and undertake not to offend the political, cultural, and religious practices prevailing in European Union. If the Contractor or any of its subcontractors, personnel, agents or employees offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority, then the Contracting Authority may terminate the Contract, without prejudice to any accrued rights of the Contractor under the Contract.

The payments to the Contractor under the Contract shall constitute the only income or benefit it may derive in connection with the Contract, and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the Contract.

The Contractor shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used for the purposes of the Contract, without the prior written approval of the Contracting Authority.

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

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective execution of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the execution of the Contract must be notified in writing to the Contracting Authority without delay.

The Contracting Authority reserves the right to verify that such measures are adequate and may request that additional measures be taken, if this is considered necessary. The Contractor shall ensure that its personnel, including its Management, are not involved in a situation which could give rise to conflict of interests. The Contractor shall replace immediately and without compensation from the Contracting Authority any member of its personnel exposed to such a situation.

The Contractor shall refrain from any contact which would compromise its independence or that of its personnel. If the Contractor fails to maintain such independence, the Contracting Authority may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the Contract immediately.

Contractor shall be excluded from participation in future tender procedures in case those procedures are connected /related with the present contract and conflict of interest is present which endangers the compliance to principle of equal treatment.

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

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

The Contractor is obliged to insure its personnel with the competent insurance organisations and maintain such insurance in effect throughout the execution of the Contract Scope, and shall ensure that its subcontractors shall do the same.

The Contracting Authority undertakes that it shall take all appropriate measures for the protection and safety of the personnel of the Contractor and of its subcontractors in the event that implementation of the Contract Scope shall take place at its own premises, and especially that it shall advise the Contractor in writing of the peculiarities, if any, of its premises.

#### **Article 12 – Approval of Reports - Acceptance of Deliverables**



The approval by the Contracting Authority of the reports and deliverables prepared and submitted by the Contractor shall certify that they comply with the terms of the Contract.

The Contracting Authority shall inform the Contractor of its decision regarding the reports and/or deliverables it has received within fifteen (15) days of receiving them, giving reasons should it reject the reports and/or deliverables or request amendments. For the final report, the time limit is extended to twenty (20) days.

The reports and/or deliverables shall be deemed to have been approved by the Contracting Authority if it does not expressly inform Contractor of any comments within the specified time constraints.

Where a report and/or deliverable is approved by the Contracting Authority subject to amendments to be made by the Contractor, the Contracting Authority shall prescribe a reasonable period of time for making the amendments requested.

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

### **Article 13 – Amendment to the Contract**

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

If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least thirty (30) days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority.

No amendment shall be made retroactively.

### **Article 14 – Suspension of Execution**

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

If the period of suspension exceeds one hundred and twenty (120) days and the suspension is not due to the Contractor's default, the Contractor may, request permission to resume the relevant activities within thirty (30) days or terminate the Contract.

Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution of the Contract to verify whether or not any alleged substantial errors and irregularities or fraud have indeed occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible.

Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may in addition refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.

## **Payments AND DEBT RECOVERY**

### **Article 15 – Payments**

Upon commencement of the Contract, the Contractor shall notify in writing to the Contracting Authority the bank account to which it wishes the payments of the Contract Value to be made. The Contracting Authority reserves the right to oppose the Contractor's choice of bank account.

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

The Contract Value shall be paid to the Contractor in the manner described in the Special Conditions. The period of time between the time of commencement of the Contractor's right to remuneration and the date on which the account of the Contracting Authority is debited, shall not exceed thirty (30) calendar days.

The Contracting Authority may halt the countdown to the expiry of this deadline for any part of the invoiced amount disputed, notifying the Contractor that that part of the invoice is not admissible, either because the amount in question is not due for payment or because the relevant report can not be approved and the Contracting Authority considers the conduct of further checks to be necessary. In such cases, the Contracting Authority must not unreasonably withhold any non-disputed part of the invoiced amount, but may request clarifications, modifications or additional information, which must be supplied within thirty (30) days of the relevant request being made. The countdown to the expiry of the deadline of the above paragraph (3) shall resume on the date on which the Contracting Authority shall receive a correctly formulated invoice.

When the above-mentioned deadline shall expire, the Contractor may, within two weeks of expiry of the deadline set for the overdue payment to be made, claim interest on the payment so overdue at the default rate specified by national law.

If any of the following events occurs and persists, the Contracting Authority may, by written notice to the Contractor, suspend, in whole or in part, the payments due to the Contractor under the Contract:

The Contractor defaults in the execution of the contract.

Any other condition for which the Contractor is responsible and which, in the opinion of the Contracting Authority, interferes, or threatens to interfere, with the successful completion of the Contract.

#### **Article 16 – Recovery of debts from the Contractor**

Any amount which the Contracting Authority has paid in excess of the Contractor's rights under the Contract, shall be repaid by the Contractor to the Contracting Authority within thirty (30) days of receipt by the Contractor of the request for repayment.

Should the Contractor fail to make repayment within the above deadline, the Contracting Authority may increase the amounts due by adding interest at the default rate applied according to the national (Romania / Poland) applicable legislation.

Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the right of the Contractor and the Contracting Authority to agree on repayment by instalments.

Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

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

##### **Article 17 – Breach of contract**

The parties shall be in breach of contract when either one of them fails to discharge any of its contractual obligations.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

Damages, and/or

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

##### **Article 18 – Insurance – Indemnification**

At its own expense, the Contractor shall indemnify, protect and defend the Contracting Authority and its employees from and against all actions, claims, losses or damage arising from the execution of the Contract by the Contractor.

At its own expense, the Contractor shall, upon request of the Contracting Authority, remedy any defect in the performance of the services in the event of the Contractor's failure to perform its obligations under the contract.

The Contractor shall have no liability for actions, claims, losses or damage which the Contractor may prove, by presenting the true facts to the Contracting Authority, that they are caused by:

The Contracting Authority omitting to act on any justified recommendation of the Contractor, or requiring the Contractor to apply a decision or recommendation with which the Contractor justifiably disagrees or about which it is expressing serious and justified reservations,

Improper execution, by the employees or independent contractors of the Contracting Authority, of the Contractor's instructions which have been adopted by the Contracting Authority.

The Contractor shall remain responsible for any breach of its obligations under the Contract for such period after the Services have been performed as may be provided for by the legislation governing the Contract or specified in the Tender Documents.

**Article 19 – Administrative and financial penalties to the Contractor**

In the event that Article 21 on termination of the Contract is applied, then, in addition to the provisions of the said Article, the Contractor may be deprived of the right to participate in future tender procedures, either permanently or for a specific period of time, in accordance with the provisions of the Regulation.

In the event that Contracting Authority suffers an economic damage due to Contractor's performance then the Contracting Authority shall reserve the right to take against the Contractor the legal or other measures which it considers necessary in order to redress the situation.

As regards penalties for delay, the specific provisions of the article 8 of the Special Conditions of Contract shall apply.

**Article 20 – Termination by the Contracting Authority**

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

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

In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving seven (7) days' notice to the Contractor, terminate the Contract in any of the following cases:

the contract has been subject to a substantial modification, which would have required a new procurement procedure.

the contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the Treaties and this Directive that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.

The Contractor fails substantially to fulfil its contractual obligations.

The Contractor does not comply within a reasonable time whereby the Contractor is requested to repair every negligence or failure to perform its contractual obligations which seriously affects the proper execution of the Contract within the deadlines prescribed.

The Contractor assigns the Contract or subcontracts a part thereof or replaces subcontractors without the authorisation of the Contracting Authority.

Any other legal disability hindering execution of the Contract occurs.

In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving thirty (30) days' notice to the Contractor, terminate the Contract when the circumstances under which the tender procedure was announced was published have changed to such an extent that the scope of the contract is no longer necessary or when any other serious grounds apply.

Except in the case of termination of Contract mentioned in the above paragraph 3, the Contracting Authority may thereafter complete the Services itself or conclude any other contract with a third party for implementation of the specific scope of the present Contract, the Contractor covering the difference, if any, in price. The Contractor's liability for delay in completion shall cease immediately upon termination

of the contracts by the Contracting Authority, without prejudice to any liability which may have already been incurred.

Upon receiving notice of termination of the Contract, the Contractor shall take immediate measures to bring the Services to a prompt and orderly close and in such a way as to keep costs to a minimum.

The Contracting Authority shall, as soon as possible after termination, certify the value of the Services and all amounts due to the Contractor as at the date of termination.

The Contracting Authority shall not be obliged to make any further payments to the Contractor until the Services are completed. Following the completion of the Services, the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, to be incurred for the completion of the Services, or shall pay the balance due to the Contractor.

If the Contracting Authority terminates the Contract, it shall be entitled to recover from the Contractor any loss it has suffered up to the maximum amount determined in the Contract. If no maximum amount is determined, the Contracting Authority shall be entitled, without prejudice to its other remedies provided for by the Contract, to recover such part of the Contract value as is attributable to the part of the Contract Scope which has not, by reason of the Contractor's failure, been satisfactorily completed.

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

The Contractor shall not be entitled to claim, over and above the amounts due to it for work already performed, compensation for any damage or loss it has suffered.

If the Contractor is a consortium of legal and/or natural persons and one or more of the grounds for termination of the Contract listed in paragraph 3 refers to one of the consortium members, the other consortium members, being jointly responsible, shall be obliged to complete the implementation of the Contract Scope without differentiation regarding the contractual obligations of the Contractor. In any case, the Contracting Authority shall reserve the right to terminate the Contract if the consortium member for which the grounds for disqualification apply is the coordinator of the consortium, or if the participation percentage of this member gives rise to reasonable suspicions of inability of the other members to fulfil the contractual obligations.

#### **Article 21 – Termination by the Contractor**

The Contractor may, after giving thirty (30) days' notice to the Contracting Authority, terminate the Contract if the Contracting Authority:

Does not pay to the Contractor the amounts after the expiry of the deadline of two months, or

Consistently fails to fulfil its contractual obligations after repeated reminders, or

Suspends the progress of the Services or of any part thereof for more than one hundred and twenty (120) days for reasons not stated in the Contract or for which the Contractor is not responsible.

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

In the event of such termination, the Contracting Authority shall pay the Contractor compensation for any loss or injury the Contractor may have suffered. Such additional payment may not be such that the total payments exceed the Contract Value.

#### **Article 22 – Force Majeure**

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

For the purposes of this Article, the term "Force Majeure" shall mean acts of God, strikes (except if these are limited to the persons in the Contractor's employment), lock-outs or other industrial disturbances, hostilities, wars (whether declared or not),

blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the control of the parties, are occurring in the territory of [Romania / Poland] over which Government exercises effective control or in the place where the Contractor is established, and cannot be overcome by due diligence by either party.

If the Contractor invokes the occurrence of force majeure, it shall be obliged, within twenty (20) days of the occurrence of the events constituting the force majeure, to report these in writing and to present, if required, the necessary evidence to the Contracting Authority.

If, within the above deadline, the Contractor does not report the events and does not present the necessary evidence, then it shall be deprived of the right to invoke the existence of force majeure.

The Contracting Authority shall be obliged to reply, within twenty-five (25) days of receiving the aforementioned report of the Contractor. If the Contracting Authority does not reply within the above period of time, it shall be deemed to have accepted such force majeure event.

If the Contracting Authority invokes the occurrence of force majeure, it shall be obliged to inform the Contractor within twenty (20) days of the occurrence of the events constituting the force majeure. If the force majeure affects the Contractor's activities, the Contracting Authority shall suspend performance of the Services.

#### **Article 23 – Settlement of disputes**

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

In such an event, both parties shall make every effort to settle amicably such dispute within the next fifteen (15) days.

Any dispute for which amicable settlement has not been reached within fifty-six (56) days of the date on which the above notification has been served, shall be settled finally in the Courts of the [Romania / Poland].

### ***SPECIAL CONDITIONS***

#### ***ARTICLE 1 - STRUCTURE OF THE CONTRACT***

1. *It is explicitly agreed that the Contract consists of the following documents, which form integral parts of it:*
  - a. The Grant Agreement **101095521 – EUOrganic** signed between the EUROPEAN RESEARCH EXECUTIVE AGENCY ('the Agency'), under the powers delegated by the European Commission ('the Commission'), the Coordinator OGOLNOPOLSKIE STOWARZYSZENIE PRZETWORCOW I PRODUCENTOW PRODUKTOW EKOLOGICZNYCH POLSKA EKOLOGIA and ASOCIATIA OPERATORILOR DIN AGRICULTURA ECOLOGICA BIO ROMANIA as beneficiary having accessed into the Grant Agreement
  - b. *The present Contract*
  - c. *The Contractor's Tender as submitted on .....and any correspondence relating thereto between the Contracting Authority and the Contractor*
  - d. *The documents Specifications of Call for Tenders No 2/2024 101095521 – EU OrganicPromotion of EU Organic products in third countries (UAE, Egypt and Serbia)*
  - e. *In the case of differences between the above parts, their provisions shall be applied according to the above order of precedence.*

## **ARTICLE 2 - CONTRACT SCOPE**

*By the present Contract, the Contractor undertakes to provide services for the **101095521 — EUOrganic**, in accordance with the terms and conditions laid down in the documents.*

## **ARTICLE 3 - CONTRACT VALUE**

- 1. The Contract Value amounts to ..... (.....) Euro. The amount is excluding VAT.*
- 2. The Contract Value, which the Contractor deems legitimate, reasonable and adequate consideration for the performance of the Contract Scope, is inclusive of all types of costs which the Contractor shall or may require in order to meet its obligations, and of the Contractor's expenses and profit, including any fees of third parties, without any further charge whatsoever to the Contracting Authority.*
- 3. The Contract value shall be deemed to be fixed but may be increased in accordance with the contract scope. In this case the total value cannot exceed by maximum the amount of ..... (.....) Euro excluding VAT.*

## **ARTICLE 4 - GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE CONTRACT**

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

## **ARTICLE 5 - ORGANISATION AND ADMINISTRATION OF CONTRACT IMPLEMENTATION**

- 1. The Contractor shall be fully responsible for the execution of the Contract Scope.*
- 2. The Contracting Authority shall have the key responsibility of supervising and controlling the progress in the performance of the Contract Scope and the quality and completeness of the deliverables of the Contract.*
- 3. Cooperation between the Contracting Authority and the Contractor in all stages of performance of the Contract Scope and until its final acceptance shall be an obligation of both parties.*

## **ARTICLE 6 - DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION**

- 1. The present Contract shall enter into effect as of the time of its signature.*
- 2. The period of implementation of the Contract Scope shall be **twenty-eight (28)** months from signature, and the periods for implementation of the individual deliverables and their delivery times are stated in the present and the Grant Agreement*
- 3. Implementation of the individual activities, as required in each case, and delivery of the individual deliverables of the Contractor may be varied in time in accordance with the procedures in force, following mutual agreement and on condition that the overall period of implementation of the Contract does not change.*
- 4. The present Contract shall cease to be in effect upon the final acceptance of all services and activities included in the Contract Scope or at an earlier time, should the Contractor perform and the Contracting Authority accept the aforementioned services and activities at an earlier time, or if the need arises to apply the articles on termination of the Contract*

## **ARTICLE 7 - REPORTS**

*The Contractor is obliged to draw up and submit the Reports specified in the present.*

## **ARTICLE 8 - CONDITIONS AND PROCEDURE FOR PAYMENT**

- 1. Payments shall be made in **Euro** into the bank account notified by the Contractor to the Contracting Authority in accordance with provisions of the present.*

2. *The payments shall be made in accordance with the following schedule, subject to the provisions of articles 15 and 15 of the present general conditions.*
  - a. *1<sup>st</sup> instalment as advance payment.*
  - b. *2<sup>nd</sup> instalment after approval of the **final** report, provided that all deliverables which according to the implementation schedule are due for submission prior to the specific interim report shall have been already accepted.*

#### **ARTICLE 9 - REPLACEMENT OF PERSONNEL**

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

#### **ARTICLE 10 - TAX AND CUSTOMS ARRANGEMENTS**

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

#### **ARTICLE 11 - SETTLEMENT OF DISPUTES**

*The dispute settlement procedure of article 23 of General Conditions shall apply.*

#### **ARTICLE 12- LAW AND LANGUAGE OF THE CONTRACT**

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

#### **ARTICLE 13- COMMUNICATION BETWEEN THE PARTIES**

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

- a. *by the Contractor to the Contracting Authority, to the postal address ..... or to the electronic mail address .....*
- b. *by the Contracting Authority to the Contractor, to the postal address ..... or to the electronic mail address .....*

*Drafted in two originals, one intended for the Contracting Authority and one for the Contractor, and signed on .....*

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

Signature: .....

Name: .....

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

Signature: .....

Name: .....