



BRIEF

TED e-notice FR-Paris Dairy products

2020-171159

Sent on 16/12/2020

OPEN PROCEDURE

**Creation and development of a multi-country programme 'Eating sustainably with milk'
increasing the awareness of Union sustainable agriculture and the role of the agri-food sector for
climate action and the environment**

PURCHASER : EMF

The participating agencies must send their applications AND bids at the latest by February 10th 2021 before 12 noon (UTC+1) (UTC+1) in digital format to dpoisson@cniel.com and cgreenhalgh@cniel.com

PART A

TENDER SPECIFICATIONS

A MULTIPROGRAMME TARGETING THE INTERNAL MARKET

The multi country programme will be submitted to the European Commission by the European Milk Forum (EMF), coordinator of the project together with three Dairy organisations-beneficiaries DDB, NDC and CNIEL representative in three European countries Denmark, Ireland and France, all members of EMF.

EMF

Founded in 2011, EMF today gathers the dairy organisations from 8 European countries: Austria, Belgium, Denmark, France, Republic of Ireland, UK/Northern-Ireland, The Netherlands and Norway. All dairy organisations are involved in generic marketing activities in Europe, to promote milk and dairy products. They represent farmers and/or dairy companies.

The legal status of the EMF is a European Economic Interest Grouping, founded in accordance with Council Regulation (EEC) No 2137/85 of 25 July 1985, registered with the Paris Trade Registry on 29 November 2011. The EEIG - EMF is a solid legal entity, perfectly suited to implement its members' common European programmes, ensuring efficiency for the European Commission and Member States.

Visit EMF's multi-country and multi-lingual website: www.milknutritiousbynature.eu

DDB- Denmark

The DDB (Mejeriforeningen) is the Danish dairy industry association and was established in 1913. The members of the Danish Dairy Board are both cooperative and private dairies as well as commercial enterprises and include 98.6% of all Danish milk. The mission of the Danish Dairy Board expresses the obligations the association has to the Danish dairy industry and its members: We create a basis and framework to ensure that the dairy industry in Denmark has optimum development opportunities in Denmark and internationally. The Danish Dairy Board safeguards a number of common interests in Denmark and abroad in relation to national and international dairy policies, particularly EU policies. The Danish Dairy Board co-operates with other agricultural organisations in the Danish Cattle Federation to create optimum conditions for the cattle sector.

NDC- Ireland

The NDC was established in 1964 and is a trade organisation which is funded by a voluntary levy paid by dairy farmers through twenty-one member dairy processors and co-ops in Ireland. The role of the NDC is to build a positive image of milk and dairy in Ireland through marketing and communication programmes that are based on informed scientific evidence. The NDC is a small highly skilled organisation with seven professional employees. The Board of the NDC comprises fifteen members representing dairy processors and the following national organisations: Irish Farmers Association, Irish Creamery & Milk Suppliers Association, National Milk Agency and the Irish Co-Operative Society Ltd.

CNIEL - France

Created in 1973, the Centre National Interprofessionnel de l'Economie Laitière is managed by a Board of Directors and a General Assembly composed of representatives of the four member Federations: The National Federation of Dairy Farmers, The National Federation of Dairy Cooperatives, The National Federation of Dairy companies, and the retailers and distribution sector. Cniel is the French dairy interbranch organization, representative of the dairy sector. It is an association according to the French 1901 law, approved by the Public Authorities under the law specifically relating to the organisation of the dairy economy of July 12 1974. CNIEL's Presidency rotates: every three years, a President-in-Office

of one of the four Federations is elected by unanimous vote. Each Federation is given one vote. CNIEL's financial resources come from a contribution from dairy farmers and enterprises, based on the collected milk.

To find out more please refer to <http://www.filiere-laitiere.fr/>

This multi programme targeting the internal market will be carried out within the new promotion policy of the EU in line with the EU Green Deal and the Farm to Fork strategy to accelerate the transition toward a sustainable food system in Europe.

The EMF three members, Denmark, France and Ireland have decided to apply for EU funding for a new project to contribute to the EU Commission's ambitions. The dairy sector has a longstanding commitment to reduce its environmental and climate impact. It intends to continue this improvement, and to contribute to the EUC objectives to shift towards a sustainable food system.

IMPORTANT

1/ The information and communication programme subject of this contract will be submitted in April 2021 to the European Union for co-financing.

This programme will be officially launched only after the European Union has fully accepted the application and has given its agreement in writing.

The acceptance of the co-financing application by the European Union evidenced by a written agreement from the European Union is a condition precedent to the signing of a contract with the successful tenderer. Therefore, the contract will be signed only after the written authorisation of the European Union has been obtained. Should the European Union refuse, the promotional programme object of this competition will not be implemented, and no contract will be entered into by EMF.

2/ The applicants will not receive any compensation for their participation in the pitch.

The selected agency will have to make itself available and accompany the purchaser on the preparation of the application and will receive an amount of 4,000.00 € excluding VAT. The preparation of the application includes:

- drafting of all the work packages according to the model imposed by the European Union and consequently provided by the EMF:
 - complete tables of the work packages and activities
 - precise and detailed description of the activities and budget per work package and per year
 - precise list of deliverables for the 2 years of the programme
 - quantification of deliverables
 - key performance indicators and outcome and impact measures/objectives by work package and for the Programme
- assistance in writing and proofreading the entire file before submission

The application will have to be ready before end of March 2021

ARTICLE 1 PURPOSE OF THE CONTRACT

The purpose of the contract is the selection of a communication agency for the creation and development of a multi country programme 'Eating sustainably with milk' aimed at increasing the awareness of Union sustainable agriculture and the role of the agri-food sector for climate action and the environment, in line with the EU Green Deal and Farm to Fork Strategy. It will focus on how to promote a sustainable food consumption and address how milk and dairy products and their productions methods can contribute to the EU Commission objectives.

The programme will be submitted to the EU Commission in the framework of 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, in line with the '*objectives of the climate and environmental ambition of the CAP, the European Green Deal and the Farm to Fork strategy to promote sustainable agricultural production methods*'. https://ec.europa.eu/food/farm2fork_en annex 1, extract of the draft annual programme

ARTICLE 2: DOCUMENTS MAKING UP THE CONTRACT

The documents making up the contract are as follows, in order of priority:

- The deed of commitment signed by the parties, to which is attached the schedule of unit prices (SUP),
- These specifications and its appendices,
- The successful tenderer's bid.

ARTICLE 3 CONTEXT OF THE CONTRACT

The EU Green Deal and Farm to Fork Strategy specifically state the new challenge and ambition at EU level to shift to sustainable food patterns, in which the dairy sector intends to actively participate.

As all activities, agriculture and agrifood sector have an impact on the planet in terms of climate change, environment, economy, social. The awareness about this impact has rapidly increased in politics and consumers' mind since years and it is now on the global and European Agenda. In May 2020 the EU Commission has adopted the 'Farm to Fork Strategy' for a '*fair, healthy and environmentally-friendly food system*', which is at the core of the EU Green Deal. The EUC stresses operators of the supply chain and civil society on the need to quickly achieve a transition and move toward a sustainable food system in a collaborative way.

The dairy sector is aware of the the need to promote food and food production system that are healthy and have low environmental impacts. The dairy sector intends to bring its contribution to this transformation. Through the present application, the dairy sector proposes to help consumers to make more healthy and sustainable food choices.

OVERALL COMMON CONTEXT AND MARKET ANALYSIS

This section identifies the key elements of the context for European dairy sector to move to a sustainable consumption.

These key elements are translated into the 3 objectives of the current programme

- Educate consumers on how to make healthy choices which result in a more sustainable diet supported by sustainable production systems
 - Align with the principles of the EU's Farm to fork strategy and identify dairy's role in delivering on the strategy's objectives
- Clearly inform consumers on how milk and dairy products are valid, important & nutritious choices within a sustainable & healthy diet

- 1) **The Union's dairy sector is the second biggest agricultural sector in terms of output value (12%) and number of jobs, after the vegetable and horticultural plant sector and before cereals.**

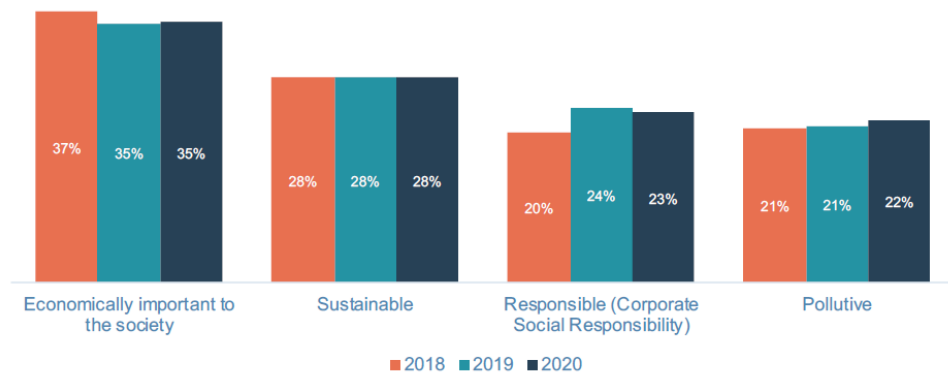
Number of jobs in the dairy sector of the European countries in DK, IE, and FR

France (direct and indirect)	400 000
Ireland	94 000
Denmark	40 000

Consumers are aware about the economic role of the dairy sector

The dairy sector is associated with being economically important to society and sustainable

Which of the following words do you associate these sectors with the dairy sector?



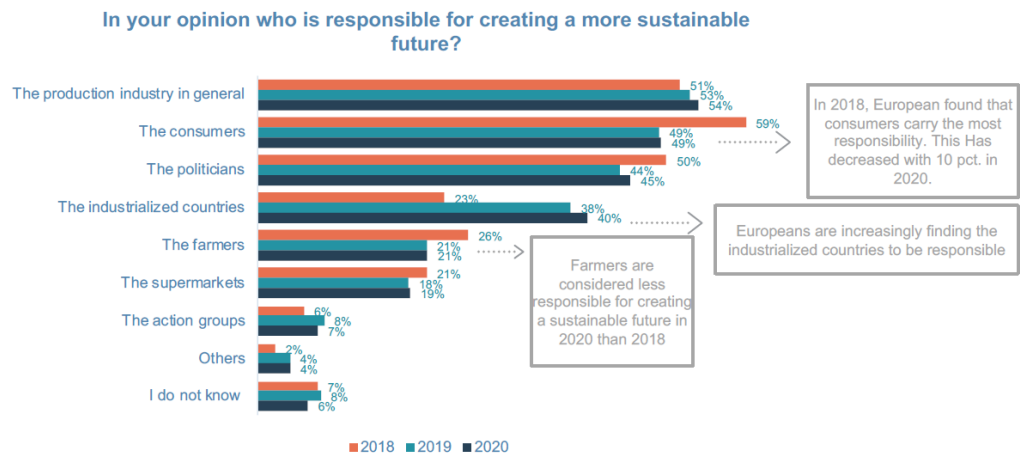
Source EMF Survey Climate - 2020

As an important economic player, the European dairy sector has improved the sustainability of its productions methods, and is engaged in a continuous progress-making approach to decrease its environmental impact on the planet, in terms of GHG, management of natural resources like water, maintain biodiversity etc .

- 2) Consumers consider that the production industry has an impact on the environment and agree that they need to change the way of producing food. But they also recognize their responsibility and agree that they need to change the way of consuming food.

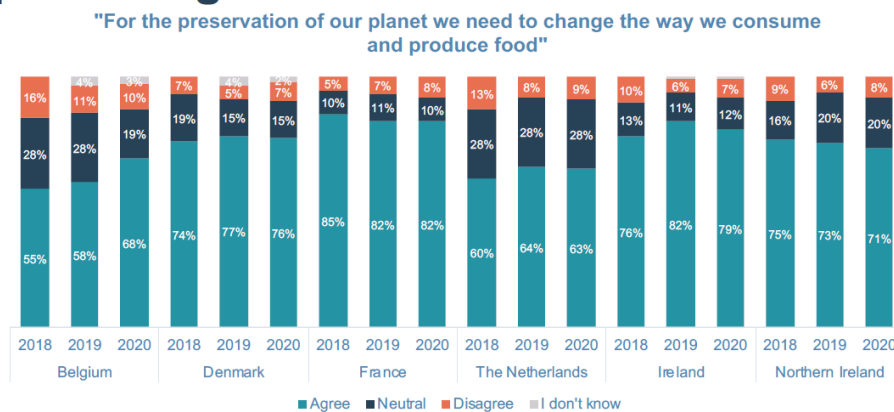
Consumers see their interest to make better food choices and they have strong expectations on this transition.

On average, the Europeans think, that the production industry, the consumers and the politicians are responsible for creating a sustainable future



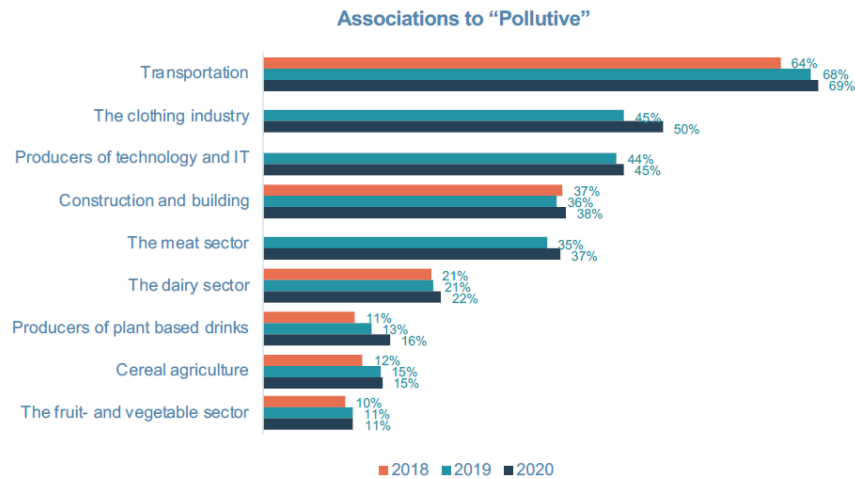
Source Survey Advice 2020 EMF Climate 1

73 pct. (on average) say we need to change our way of consuming and producing foods



Source Survey Advice 2020 EMF Climate 1

The food sectors are perceived as less pollutive than other sectors

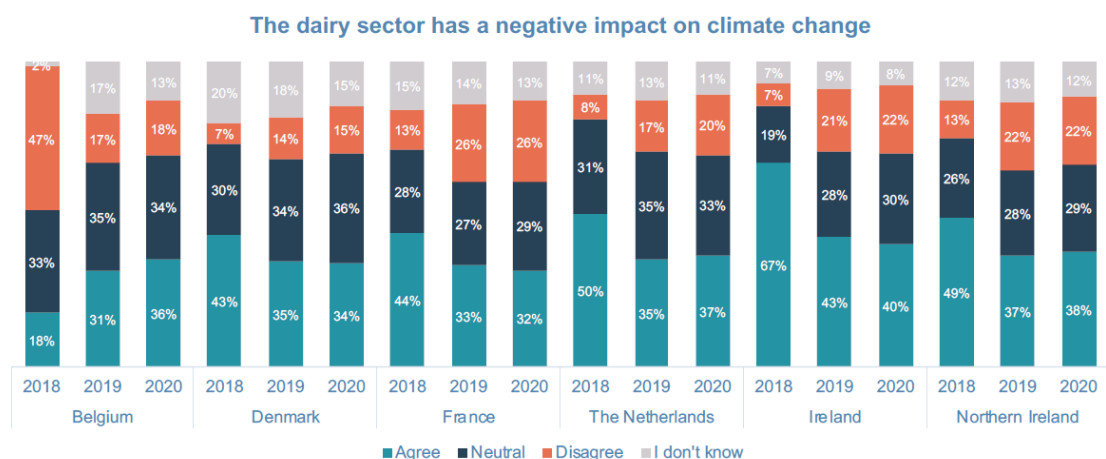


Please mark which of the following words you associate the sectors (throughout the value chain) listed below: "Pollutive"

Source EMF Survey Climate - 2020

- 3) Consumers' are recognizing that the dairy sector is focusing on reducing its impact on the environment and the climate. The consumers are aware of the dairy sectors' commitment to minimize its impact on the environment

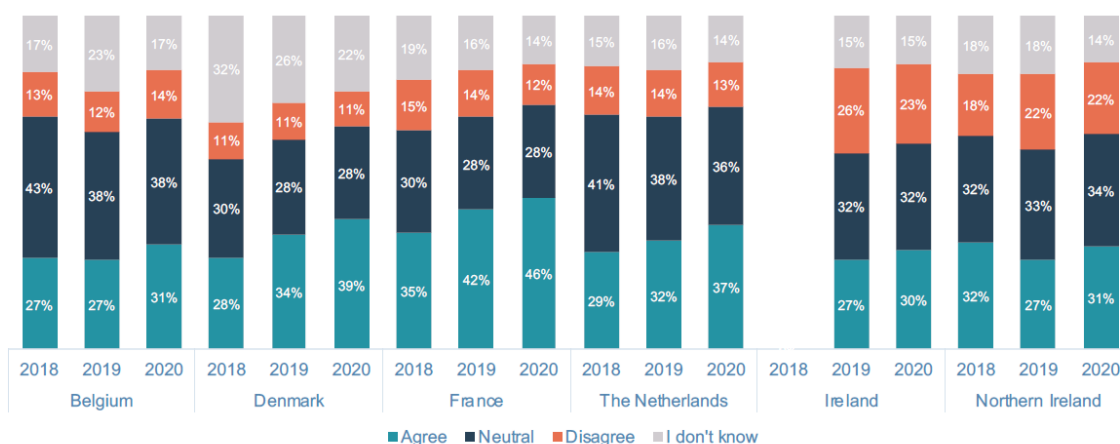
There has been a general decrease in Europeans thinking that the dairy sector has a negative impact on climate change



Source EMF Survey Climate - 2020

And an increase in Europeans believing the dairy sector is focusing on reducing its negative impact

The dairy sector focuses on reducing its impact on climate change



Source EMF Survey Climate - 2020

4) What is a sustainable healthy diet ?

- FAO definitions

“Sustainable diets are those diets with low environmental impacts which contribute to food and nutrition security and to healthy life for present and future generations. Sustainable diets are protective and respectful of biodiversity and ecosystems, culturally acceptable, accessible, economically fair and affordable; nutritionally adequate, safe and healthy; while optimizing natural and human resources.’

FAO, 2010, *Sustainable Diets and Biodiversity*.

‘Sustainable Healthy Diets are Dietary patterns that promote all dimensions of individuals health and wellbeing; have low environmental pressure and impact; are accessible, affordable, safe and equitable; and are culturally acceptable’.

Sustainable Healthy diets Guiding principles 2019

The emphasis on each of these pillars needs to be adjusted so that there is harmony between them e.g; environmentally friendly diet will not be feasible if it lacks adequate nutrition and vice versa. Balancing each one in relation to the other supports sustainability.

Eating sustainably is about balancing the most acceptable choices against the optimal use of resources. This means that sustainable eating patterns can vary, depending on where we are in the world

As the name suggests, sustainable diets are something we can maintain in the long term.

Therefore, they should be:

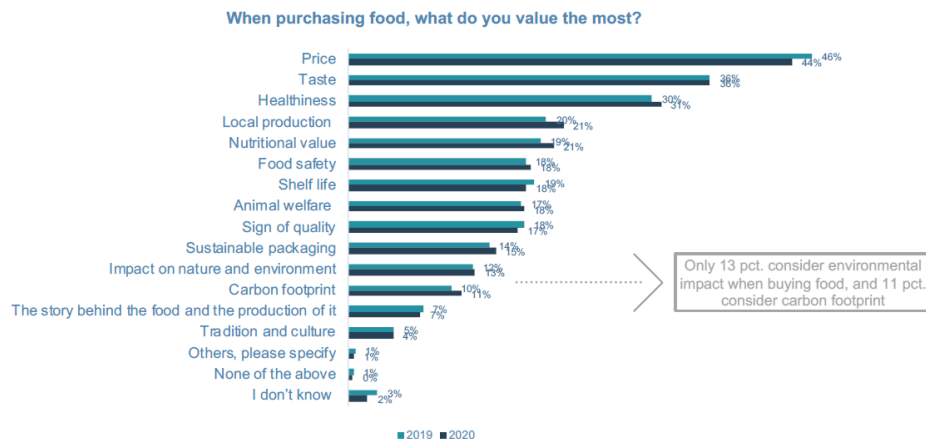
- With low environmental impacts
- Culturally acceptable, accessible
- Economically fair and affordable.
- Nutritionally adequate, safe and healthy

- From a consumer's perspective

Consumers are uncertain about what a sustainable healthy diet is.

According to BEUC surveys, consumers agree to change their food habits. They are interested by sustainable food but struggle to define what a sustainable healthy diet is. Price, taste and healthiness still are the drivers for purchasing food. Factors related to environment and climate impact are less often mentioned in the surveys

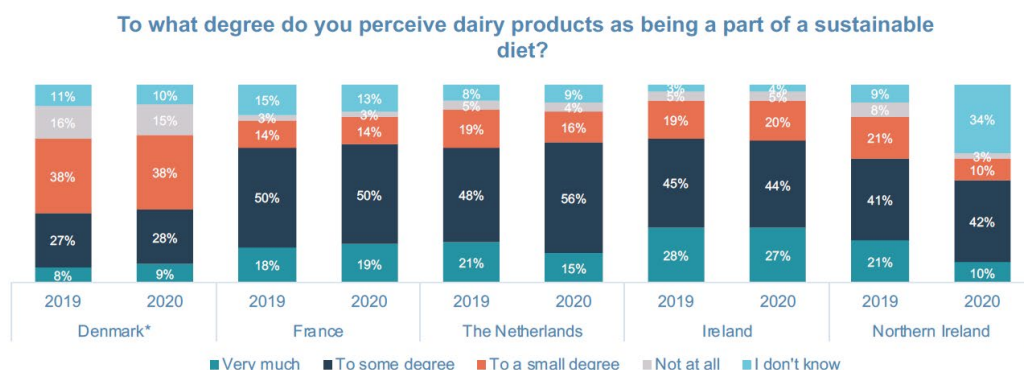
...price, taste and healthiness keep being the most important factors when buying food



Source EMF Survey Climate - 2020

When hearing the FAO definition of a sustainable diet, consumers think that milk can contribute to sustainable diet and to make healthy choices. An interesting statement, whereas dairy products are often associated with greenhouse gases, such as methane. While milk and dairy products certainly contributes to the issue of global warming, it is not leading cause.

Dairy products are still perceived as part of a sustainable diet



The UN food organization FAO defines sustainable diet like this: It must be nutritious, affordable and culturally acceptable and it should have low impact on climate and environment.

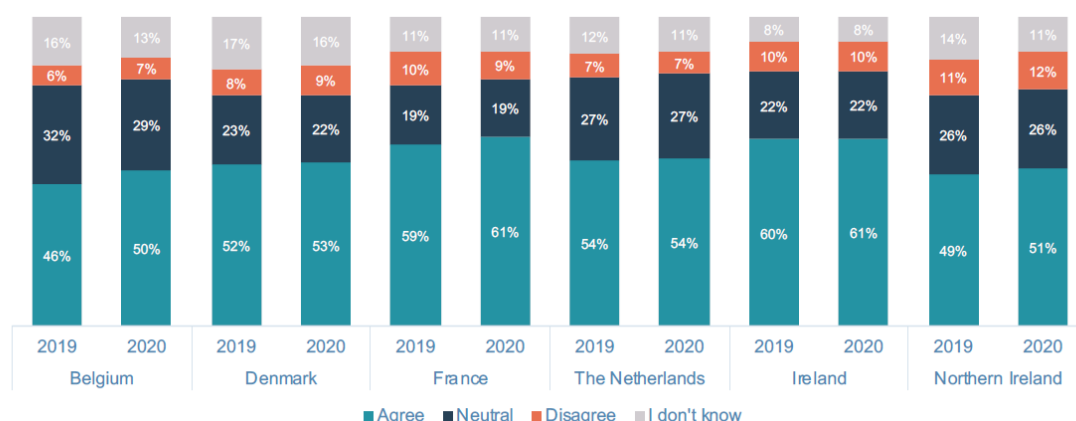
To what degree do you perceive dairy products as being a part of a sustainable diet?

5) How do EU consumers consider the dairy sector can help eating more sustainable food

The European consumers are aware of climate change and the expectations for the dairy sector are high. Many consumers think that dairy holds a part in creating a sustainable diet, but they are uncertain about what a sustainable diet is, and they are asking for more information and advice. This underlines the need to create visibility of the origin of dairy products along with information on how to eat sustainable.

... and most Europeans are finding the dairy sector able to give advice about sustainable eating

"The dairy sector can help consumers eating more sustainable by communicating knowledge and advice."



Source EMF Survey Climate - 2020

6) As a popular food, milk is part of the EU dietary patterns and eating habits in the 3 countries submitting this application.

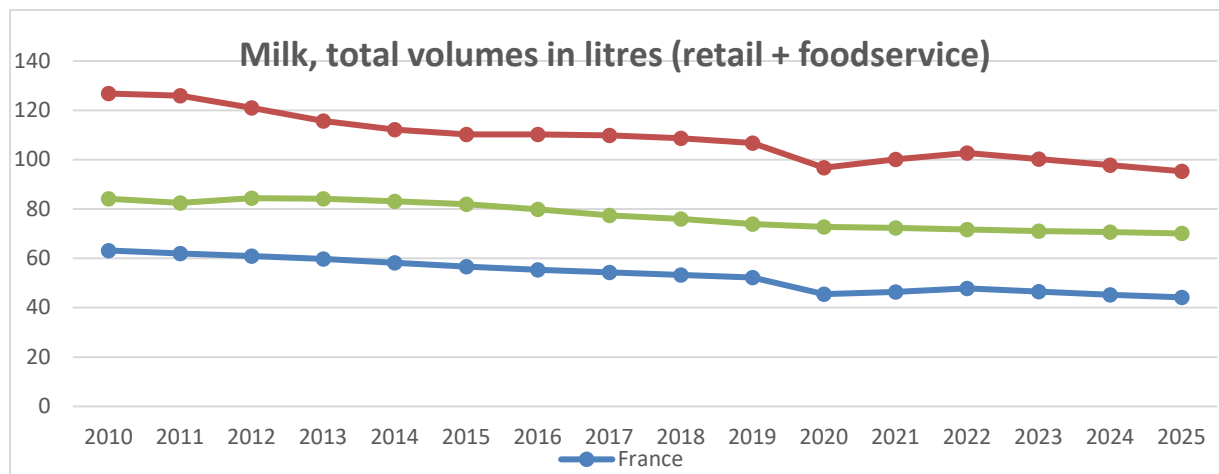
Milk is an excellent agricultural product of the Union, produced with the highest standards in terms of food safety and quality. Additionally, it is an affordable product. Milk is still part of the European food culture, even if sales are decreasing since several years.

Milk is part of the dietary patterns even if sales are decreasing since several years in the internal market.

Milk sales per liter per capita

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
France	63	62	61	60	58	57	55	54	53	52	46	46	48	47	45	44
Ireland	127	126	121	116	112	110	110	110	109	107	97	100	103	100	98	95
Denmark	84	83	84	84	83	82	80	77	76	74	73	72	72	71	71	70

Source: Euromonitor December 2020



Source : Cniel estimates from Euromonitor data 2020

Impact of the Covid crisis on milk & dairy products in consumers attitudes and behaviours

- In terms of purchases

Since the very beginning of the confinement measures in March 2020, consumers drastically increased their purchases of milk and milk products.

- In terms of awareness & perception

The Covid Crisis has led to rapid changes in consumers demands in several fields such as preference for short supply, demand for food safety, growing interest for environment and sustainability, nutrition, health, organic, increase consumers loyalty towards milk and dairy products

A renewed interest to milk and milk products in consumers getting back to basics when locked down at home beginning 2020. According to national surveys, the Covid crisis has positively impacted consumers attitudes and behaviours towards milk and milk products:

- Milk and milk products are more considered essential products
- Affordable with good value for money
- Indispensable for cooking and baking
- Help cooking and eating vegetables
- Convenient
- Appreciated by all in the household
- Long live products

National sources

7) General principles of a healthy, sustainable diet

When the environmental impacts are weighed against the unique nutritional value of food, milk and dairy are well placed to play a role in meeting the global need for sustainable food production. As a result, moderate amounts of milk & dairy continue to be included in dietary guidelines for sustainable diets across the globe.

Public Health authorities' guidelines in Denmark, France and Ireland show general principles of a healthy & sustainable. Milk is part of the dietary guidelines as shown in the table below.

National dietary guidelines in Denmark, France and Ireland

	Denmark*	France	Ireland
Fruit and vegetables	Eat 6 a day or 600 gr. Minimum half should be legumes.	Minimum five a day. One portion is 80 to 100 gr.	Abundance and variety. Locally source products are the best choice in season
Wholegrains and high fibre carbohydrates	Minimum 75 gr. Of whole grains a day. That is ie 2 dl of oatmeal and 1 slice of wholegrain bread.	Starch food everyday with at least one whole-grain product or starchy foods	4 to 7 servings according to the corpulence
Dairy	Choose low fat dairy products. ¼ - ½ l and 1-2 slices of cheese a day.	2 per day for adults 3 or 4 dairy products a day for children, teenagers and elderly	Moderate amount. 3 per day
Eggs, poultry, fish, red meat Legumes and nuts (Group protein content)	Choose low fat meat, and maximum 500 gr. a week.	Fish : Twice a week Legumes and nuts twice a week	Small amount of red meat Include legumes and nuts
Sugar, salt	Eat less salt & sugar. Drink maximum ½ l sweet drinks a week.	It is recommended to not consume more than 5 gr of salt per day fo adult	
Fat		Every day in small quantities (encouraged colza, nut and olive oils)	
Sodas, fatty, sweet ant ultra-processed foods		To limit	
Safe tap-water	Choose tap water above soda, juice ...	Only water is recommended	
Alcohol		Maximum of 2 standard glasses per day	
Recommendation not to consume more than needed, physical exercise...	Eat varied and stay physically active.	Physical activities: at least 30 minutes a day Sedentariness: do not sit too long, walk a little every 2 hours**	

*The Danish Agricultural and Food Council are releasing new national dietary guidelines in mid January 2021.

**Other recommendations for France :

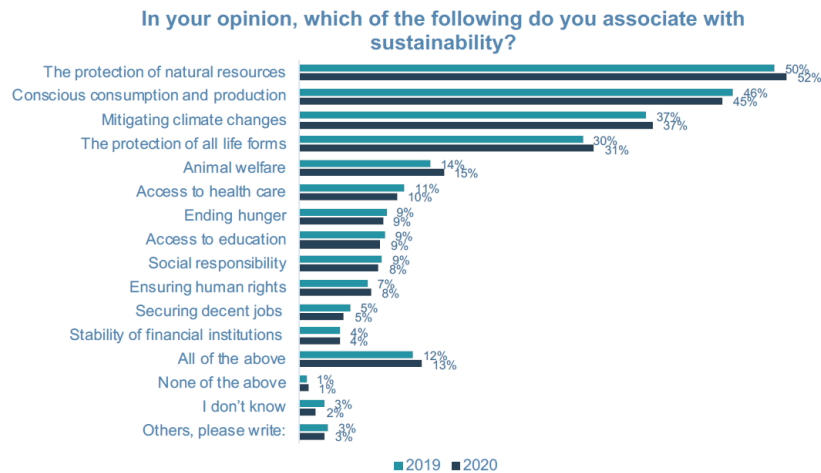
- Increase consumption of nuts
- Encourage homemade cooking, seasonal and organic food

8) Limit food waste/food loss in the supply chain

Conscious production, recycling waste and wasting as little food as possible are key for a sustainable consumption.

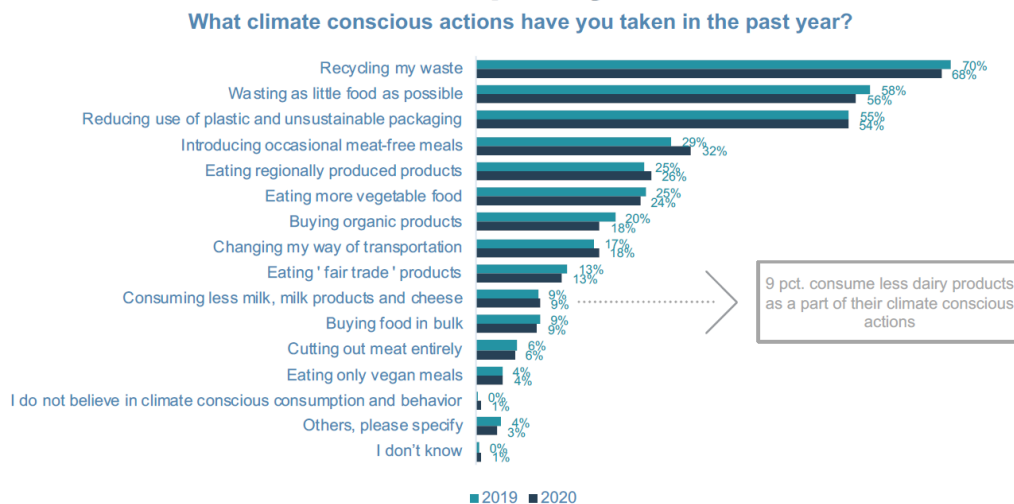
Consumers also consider that the industry is responsible for creating a sustainable future

11 Sustainability is associated mostly with natural resources, conscious consumption and production and mitigating climate change



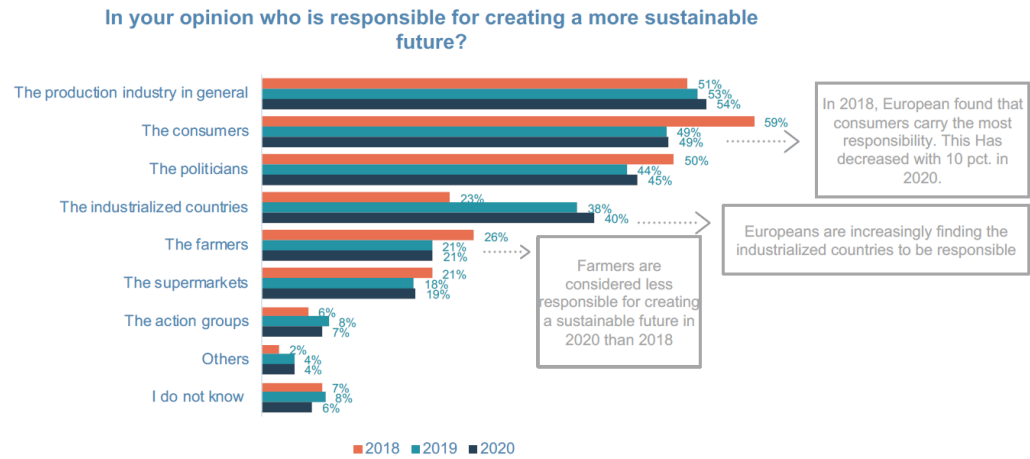
Source EMF Survey Climate - 2020

16 Recycling waste and wasting as little food as possible are the top of the list for those who have taken climate conscious actions in the past year



Source EMF Survey Climate - 2020

On average, the Europeans think, that the production industry, the consumers and the politicians are responsible for creating a sustainable future



Source EMF Survey Climate - 2020

PART B BRIEF

ARTICLE 4 DESCRIPTION OF THE SERVICES

4.1 CONTENT OF THE SERVICES

In general

The dairy sector is a major economic actor in the Union. Milk is produced and consumed in all Union countries. As a result, the dairy sector intends to align with the EU Green Deal and Farm to Fork strategy. The dairy sector wants to raise the right questions and deals with the environmental and sustainability challenges : how the dairy sector can contribute to the transition toward a sustainable food production system ? How the dairy sector can help consumers to make relevant and sustainable choices?

The purpose of this tender proposed by the dairy sector is to deliver a promotion and communication programme that supports a sustainable consumption . It will stress on how milk and the milk production methods contribute to move to a more sustainable food system and help consumers to make more healthy and sustainable food choices.

OBJECTIVES

GENERAL OBJECTIVES

General objectives from the Work Programme 2021 in the framework of Regulation (EU) No 1144/2014, Topic C

Actions should highlight the sustainability of Union Agriculture, stressing its beneficial role for climate action and the environment. Actions should address how milk and milk production methods contribute to:

- a) climate change mitigation (e.g. reduction in greenhouse gas emissions)
and
- (biodiversity conservation and sustainable use of natural resources (e.g. wildlife, landscape, genetic resources);
- reduction of food loss and food waste
- sustainable consumption

COMMUNICATION OBJECTIVES

Communication objectives of the present application

The communications goal of the dairy sector is to promote a sustainable consumption through three objectives, all of them being based on the key findings presented above in the Common context and market analysis section.

1. Educate consumers on how to make healthy choices which result in a more sustainable diet supported by sustainable production systems
2. Align with the principles of the EU's Farm to fork strategy and identify dairy's role in delivering on the strategy's objectives
3. Clearly inform consumers on how milk and dairy products are valid, important & nutritious choices within a sustainable & healthy diet.

PROGRAMME STRATEGY

The challenge is to convince consumers that eating sustainably is possible with milk and dairy, to show that dairy can be part of a sustainable diet together with fruit and vegetable & that they don't need to be reduced below dietary guidelines. Fruit and vegetable, and milk and dairy are sustainable and healthy choices.

TARGET GROUPS

Family with children.

All messages of the programme *relative to nutrition* will comply to the regulation on Health claims (CE) 1924/2006 and/or will be agreed on by the Public Health authorities of each country.

EUROPEAN DIMENSION – Synergy with another European current programme on similar thematic

EMF is currently carrying out another multi-programme co-financed by the EU Commission for 2020/2023 on *'The contribution of the EU dairy sector in a healthy diet from a European sustainable food system in the internal markets'*. **This programme targets KOL**

The planned programme is aiming at promoting a sustainable consumption which includes milk and dairy products. **This programme targets consumers**

Both actions will be complementary, create synergies and reinforce each other to contribute to the EUC objectives toward a sustainable food system through messages designed for the two targets.

BUDGET

DURATION OF THE PROGRAMME: 2 YEARS

Total Budget in K€ (excl. VAT and incl. EU financing) per participating country per year

Budget	YEAR 1	YEAR 2	TOTAL	Repart. Key
DK	900	900	1800	33,96
FR	1250	1250	2500	47,17
IE	500	500	1000	18,87
Total	2650	2650	5300	100,00

Proposed division of total budget according to the activities

DK/FR/IE	YR1	YR2	TOTAL
Comm tools/PR/events	1113	848	1961
Media buying	1325	1590	2915
Evaluation	79,5	79,5	159
Personnel costs	132,5	132,5	265
	2650	2650	5300

Budget breakdown in K€ according to the activities /country/implementing bodies incl. fees

Comm tools/PR/Events etc... 42 % Yr 1, 32% Yr 2 of total budget	YEAR 1	YEAR 2	TOTAL
DK	378	288	666
FR	525	400	925
IE	210	160	370
Total	1113	848	1961

Media Buying 50 % Yr 1, 60% Yr 2 of total budget	YEAR 1	YEAR 2	TOTAL
DK	450	540	990
FR	625	750	1375
IE	250	300	550
Total	1325	1590	2915

Important

Two separate public tenders are carried out :

- One to select a communication/creative agency
- Another one to select a media buying agency

1. DESCRIPTION OF THE ACTIVITIES TO BE PROPOSED

Action plan: direction and guidelines

Central and local parts

The agencies are asked to propose an action plan at both common EU level through a central part (shall not be over 20% of budget) and country levels for local implementation.

Communication tools

TVC and online communication, social media activation, PR activities, consumer experiential marketing, survey for content production but no specific website.

Due to the ongoing uncertainty time with Covid crisis, it is recommended to propose online alternative to any physical event if any.

Other activities could be proposed and be selected from the following list provided by the European Commission. This list is provided as an example, and will be depending on the budget of each organisation: it is not necessary to select all of these activities, only those relevant to the agency's strategic recommendations.

1. Project coordination and strategy

- Personnel cost of the proposing organisation(s)
- Other costs of project coordination (**this refers to the agency fees**)

"1. Project coordination" includes coordination with Member State(s) or agency, between applicants and with implementing bodies and other subcontractors

Communication strategy definition

Definition of campaign's visual identity

Market research

2. Public relations

- Continuous PR activities (PR office)

Continuous PR activities could be: work with bloggers, compiling contact lists of journalists and bloggers, drafting and launching press releases, factsheets, organisation of interviews, drafting and costs of advertorials, drafting and sending out of newsletters to target groups, collection and analysis of media clippings, etc.

- Press events

Press events include: press conferences and other events targeting press; all costs should be included: staff costs for preparation, rent and decoration of room, catering, invitations

3. Website, social media

- Website setup, updating, maintenance
- Social media (accounts setup, regular posting)
- Other (mobile apps, e-learning platforms, webinars, etc.)

Online advertising is to be presented under the subheading "5. Advertising" and not "4. Website, social media"

4. Advertising

- Print
- TV
- Radio
- Online
- Outdoor, cinema

Print under "5. Advertising" does not include advertorials which should be presented under PR (see above); it does include magazine or newspaper inserts

TV includes sponsoring of TV shows; specify target groups and GRPs

Outdoor, cinema refers to billboards, posters, advertising on buses/trams etc. - POS advertising shall be included under the heading for POS promotion

N.B. Media planning and buying is not included in this order and will be awarded to an appointed media agency in another pitch.

5. Communication tools

- Publications, media kits, promotional merchandise
- Promotional videos

6. Events

- Stands at trade fairs
- Seminars, workshops, B2B meetings, trainings for trade/cooks, activities in schools
- Restaurant weeks
- Sponsorship of events
- Study trips to Europe
- Other events

Sponsorship of events, other than events which are part of the action

7. Point-of-sale (POS) promotion

- Tasting days
- Other: promotion in retailers' publications, POS advertising (shelf talkers, posters, etc.), promotion in canteens

Tasting days, all costs included: staff, rent of location, pop-up stand, product samples, etc.

8. Other activities, to be specified in the proposal which activities will be implemented.

2. ORDER FOR THE AGENCIES

Develop a proposal that will provide the best response to the requirements in the brief. The detailed proposal, written in English, must contain the following aspects:

The central assets shall be leveraged and activated in multi-media strategy which reflects where our target consumers are, for example, TV, on-line and off-line. Given the advances in the creative advertising industry in terms of production, we expect a cost-effective solution for producing these core assets and this will be a key consideration for selection.

Consumers (media and activation)

- Strategic recommendation to develop and activate the concept
- Common tools
- Adaptation and/or translations of all the tools
- A detailed activation and communication plan per participating country corresponding to their budget and the channels used.

Budget tables

The following should be provided:

- By country (including a common central part equating to no more than 20% of the overall budget, and local parts for the participating countries)
- By activity (in line with the list and priorities provided)

Activities should be presented in the template below.

ACTIONS	YEAR 1	YEAR 2	YEAR 3	TOTAL
CENTRAL PART (shall not be over 20% of budget)				
Activity 1: xxxxxxxx				
Activity 2: xxxxxxxx				
Activity 3: xxxxxxxx				
Etc.				
Etc.				
LOCAL PART: DENMARK				
Activity 1: xxxxxxxx				
Activity 2 Etc.				
LOCAL PART: FRANCE				
Activity 1: xxxxxxxx				
Etc.				
LOCAL PART: IRELAND				
Activity 1: xxxxxxxx				
etc				
TOTAL for ACTIONS (1)				
Fees of the implementing body				
TOTAL DIRECT COSTS				
TOTAL of the PROGRAMME				

See in Annex the 'Template detailed budget from the EU Commission'. This template is provided for information. It will be filled in when the communication agency will be selected.

Management of the programme

The agency should also present the internal organisation and team that will be in charge of the administrative and financial management of the project following the rules of the EU Commission in terms of reporting and invoicing, in relation with EMF for the coordination and the central part of the programme and with each country for the local implementation. In particular, the agency should describe precisely their approach for the production and management of content and messages, a key point for this programme.

4.2 PERFORMANCE OF THE SERVICES

4.2.1. To allow EMF to monitor the progress of the activities and compliance with the obligations arising from the co-financing by the European Union, the successful tenderer shall produce and attach to each of its invoices, during the entire term of the contract, within 30 days from the end of each quarter as from the time the contract takes effect:

- A “quarterly technical report”, to be drafted in English in accordance with the template that will be provided by the EMF, containing (i) a description of the activities planned and carried out with justifications, as the case may be, for any discrepancy vis-à-vis the activities planned and (ii) copies of the materials and visual media used;
- A “quarterly financial report”, to be drafted in English in accordance with the template that will be provided by the EMF, breaking down the costs and/or expenses actually incurred by the successful tenderer per activities; and
- Supporting documentation for each of such costs and/or expenses and proof of their payment by the successful tenderer and in particular:
 - (i) the invoices of the successful tenderer’s subcontractors to which shall be appended proof of payment of said invoices by the successful tenderer (copy of the successful tenderer’s bank statements),
 - (ii) the invoices of the subcontractors of the successful tenderer’s subcontractors to which shall be appended proof of payment of said invoices by the successful tenderer’s subcontractors (copy of the bank statements of the successful tenderer’s subcontractors),
 - (iii) If appropriate, the itemised timesheets of the successful tenderer’s operators (one timesheet per budget line) and of the operators of the successful tenderer’s subcontractors.

At the end of each 12-months period (Phase), the successful tenderer shall produce and attach to the last invoice, within 30 days from the end of the Phase:

- A “annual technical report”, to be drafted in English in accordance with the template that will be provided by EMF, containing (i) a description of the activities planned and carried out, with justifications, as the case may be, for any discrepancy vis-à-vis the activities planned and (ii) copies of the materials and visual media used;
- A “annual financial report” to be drafted in English in accordance with the template that will be provided by EMF containing (i) an expenditure reporting table per activity and (ii) a financial statement for reporting Phase.

At the end of the contract, the successful tenderer shall produce and attach to the last invoice, within 30 days from the end of the contract a “final technical report” to be drafted in English in accordance with the template that will be provided by EMF, containing (i) an overview of the activities carried out and the results of the actions and (ii) a summary to be published.

4.2.2. In addition, to allow the progress of the activities to be monitored, the successful tenderer shall submit, each action and/or deliverable to the prior written approval of EMF within a reasonable time that will be defined by agreement, before they are performed, produced and/or published.

ARTICLE 5 PRICE OF THE CONTRACT

The prices are all-inclusive. They are detailed in the deed of commitment per type of action proposed with the corresponding fees. These prices are expressed in euros and include all tax (excluding VAT) and other charges applicable to the services as well as all associated expenses.

The amount of the contract is € 1 961 000 excluding VAT for the 2 years of the programme, including all communication activities, coordination charges and fees, excluding media buying and evaluation.

The amount of the agency's fees will be taken into consideration for the selection of the best cost effectiveness offer.

ARTICLE 6: INVOICING AND SETTLEMENT TERMS AND CONDITIONS

6.1 Invoicing terms

EMF will make payment upon production of the invoice and provided the successful tenderer has performed its obligations and delivered the deliverables described in Clause 4.1.1 of these Specifications, within 30 (thirty) days from the end of the month in which the invoice is received.

Unless otherwise agreed between the parties, the successful tenderer will invoice its fees and expenditures in connection with the programme on a quarterly basis.

Each of the invoice shall in all cases be accompanied by all elements described in the article 4.2.1.

6.2 Payment terms

Subject to performance of all its obligations, the successful tenderer's invoices will be paid by EMF within a period of 30 (thirty) days end of month from receipt thereof.

The invoices shall be sent to the following address:
EMF – *Service Comptabilité* (Accounting Department)
42 rue de Châteaudun
75 314 PARIS Cedex 09

ARTICLE 7: PERIOD OF THE CONTRACT

The period of the contract is 2 years. The contract is not renewable.

The contract, which is entered into is subject to written co-financing authorisation being obtained from the European Union, will take effect on the first day of the month following the signature date of the Grant Agreement to be concluded between EMF and the European Commission.

ARTICLE 8: PLACE WHERE THE CONTRACT WILL BE PERFORMED

The services that are the subject of this contract shall be carried out in France, Denmark and Ireland (hereinafter the “Territories”).

ARTICLE 9: OBLIGATIONS OF THE SUCCESSFUL TENDERER

The successful tenderer undertakes:

- To perform the contract in accordance with the regulations in force in the Territory(ies) for which they are intended or in which they are meant to be disseminated, and in compliance with the best practices specific to the services that are the subject of the contract;
- To ensure that the creations comply with the provisions governing co-financing set by regulation no. 2015/1831 of 7 October 2015 laying down rules for applying regulation no. 1144/2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries (appended hereto in Annexes 1 and 3) and in particular, but not limited to, Article 4 of EU Regulation no. 1144/2014 and Articles 2 to 8 of implementing regulation no. 2015/1831 (appended hereto in Annexes 1 and 3);
- For health claims (i.e. information on the impact of a product on health): To ensure that the health claim complies with the regulation (CE) no. 1924/2006 and is approved by national authorities charged of the public health of the member state where the activities are implemented or with any similar regulation applicable in non-European countries;
- Not to disclose any information reported as being of a confidential nature about which it would have been aware in connection with the performance of the services under the contract, and which relates to the resources to be used for the performance of the contract. Where applicable, the successful tenderer must advise its subcontractors of the obligations of confidentiality incumbent on it for the performance of the contract. It must ensure that these obligations are complied with by its subcontractors. The information, documents, or data already accessible to the public when they are brought to the knowledge of the parties are not covered by this obligation of confidentiality. The other information relating to the performance of the contract can only be passed on to third parties with the EMF's express agreement.
- To comply and ensure that subcontractors comply with the principles of data protection in accordance with the Data Protection Agreement;
- Not to use, in any form whatsoever, the results obtained during the performance of the services under this contract for any other campaign;
- Not to submit an application to benefit from Community or national aid for actions carried out for the campaign forming part of this contract;
- Not to be bound, during the period of the contract, by an agreement with a third party concerning campaigns that are likely to denigrate dairy products.
- To indicate clearly and legibly on all materials - regardless of the medium thereof - that it will produce in respect of the contract, and in its media relations, that the European Union has

been involved in financing the Programme and the Actions, on pain of not being eligible for the expenses incurred.

The successful tenderer also undertakes, unless otherwise instructed by the EMF, to reproduce on all materials - regardless of the medium thereof - that it will produce in respect of the contract - the logos detailed below:

- **Logo of the European Union** (flag) plus the phrase:
CAMPAIGN FINANCED WITH THE ASSISTANCE OF THE EUROPEAN UNION translated into the language of the target country / countries
- **European "Enjoy, It's from Europe" logo**
- **Logo of the dairy organisation concerned**
- **Logos of the EUC**



Downloading of the European logos and the charters:

http://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions_fr.htm

The "Enjoy! it's from Europe" slogan will be used in English. The Agency can use a translation of this slogan in the form of a footnote at the bottom of the visual material (advertisement, poster, etc). GRAPHIC CHARTER:

http://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions_fr.htm

ARTICLE 10: SUBCONTRACTING

The successful tenderer may also call on sub-contractors provided that it first informs purchaser in writing by providing it with their name, address and registration number on the trade and companies registry and/or SIRET number.

The successful tenderer is responsible for paying all invoices of subcontractors that it has commissioned to implement the activities of the contract on behalf of purchaser. Purchaser may not be held liable for the successful tenderer's late payments to its subcontractors.

In the event of subcontracting, the successful tenderer shall be solely responsible for the performance of the subcontracted parts. In this regard, the failings of the subcontractors arising from non-compliance with their commitments or the cessation of activity shall be treated as failings of the successful tenderer.

The obligations incumbent on the successful tenderer in respect of this contract apply de jure to the subcontractors. The successful tenderer undertakes to advise them of said obligations.

ARTICLE 11: CHECKING THE PROPER PERFORMANCE OF THE SERVICES UNDER THE CONTRACT

EMF reserves the right to have any type of check carried out during the performance of the contract to ensure that the services performed comply with the contractual requirements. It can either expedite checks on site or ask the successful tenderer to send it documents proving that the proposed actions have been carried out.

Should EMF note a breach of the requirements of these specifications, it shall send the successful tenderer a formal demand to rectify it within a specific time frame. Once the time frame set has passed, EMF can either decide to terminate the contract in accordance with the conditions of Article 15 or decide not to pay the sums corresponding to the actions that do not comply with these specifications.

Any proposed amendment to the activities must be notified by the successful tenderer and validated by EMF.

The periodic reports (see Article 4.2.1) shall also be subject to verifications. The successful tenderer is obliged to carry out the corrections requested by EMF, where applicable.

Checking the proper performance of the contract also obliges the successful tenderer to undertake to keep the records and other supporting documents proving the proper performance of the programme and the costs declared as acceptable, in accordance with the conditions laid down by Regulation no. 2015/1831 of 7 October 2015 laying down rules for applying regulation no. 1144/2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries.

Accordingly, the successful tenderer shall:

- open a specific bank account dedicated exclusively to the program. The successful tenderer undertakes to keep copies of all bank statements relating to said bank account during the entire term of the contract and, after its end, during a period to be indicated by EMF;
- keep analytical accounting specific to the contract and separate from its general accounting allowing the revenue and expenditures relating to the performance of the contract to be identified, and to keep it available to EMF (in full or by extracts) upon simple request. The successful tenderer undertakes to archive said accounting during the entire term of the contract and, after its end, during a period to be indicated by the EMF.

Finally, the successful tenderer is reminded that checks, reviews and audits, in particular on the successful tenderer's premises, can be expedited by EMF, , the Commission, the European Court of Auditors (ECA), the European Anti-Fraud Office (OLAF) and/or any body, agent or expert appointed by them for the full period of the contract and six (6) years after the contract has ended.

ARTICLE 12: INTELLECTUAL PROPERTY

The successful tenderer assigns, on an exclusive basis, all of the rights or titles to intellectual property of any nature relating to its services and/or to the results of its services, allowing EMF to use them freely in Austria, France and in third countries.

This assignment relates in particular to the work carried out both by the successful tenderer and by directly or indirectly associated persons under this contract (freelance writers, associated rights of performers, right to reproduce the image of models and persons represented, etc.).

OWNERSHIP IS TRANSFERRED TO EMF AS THE SERVICES SCHEDULED IN THE CONTRACT ARE CARRIED OUT.

The assigned rights include, but are not limited to:

- the right to reproduce all or part of the creations on any medium, particularly analogue or digital, in any forms and formats known or anticipated on the date that the contract is signed or subsequently discovered,
- the right to reproduce all or part of the creations by any processes (known or anticipated on the date that the contract is signed or subsequently discovered and contemplated),

- the right to adapt all or part of the creations in all formats and to translate all or part of them into any languages,
- the rights to distribute, lease, loan, make freely available and sell for any marketing, internal or external communication operation and any other means of using the creations falling within the activity of the EMF.

The media and processes include in particular any hard copy, computer or digital medium, any means of communication, direct or indirect, via space or land, by satellite, cable or radio waves, and any wired or wireless network, including the Internet in particular.

This assignment is valid for the legal period of protection of intellectual property rights, including any legal extension, regardless of the reason therefor, and on a worldwide basis. It includes the possibility for the EMF and the European Union to benefit from all of the rights to use the results of the actions that are the subject of this contract.

The successful tenderer shall also transfer to EMF title to all physical media containing the works.

ARTICLE 13: INSURANCES

The successful tenderer represents and warrants that its professional public liability is insured with a creditworthy insurance company and that said insurance covers all its services and/or the contract and persons involved, directly and/or indirectly, in carrying out and/or the implementing the contract.

ARTICLE 14: TERMINATION

14.1 Termination of the contract in full by the Parties

Should one of the Parties breach any one of the obligations provided under the contract, the other Party(ies) may, after formal notice sent by recorded delivery letter with acknowledgement of receipt to remedy the recorded breach(es) which has/have not been remedied in full or in part within the thirty (30) days of the receipt thereof, terminate, in full, the contract without other formality, without prejudice to any damages which might be owed.

14.2 Termination of the contract in full or in part by EMF

EMF may also terminate this contract at any time and without the successful tenderer being entitled to any indemnity and/or compensation other than:

- the reimbursement, on presentation of justifying documents, of all the expenditures and expenses incurred by the successful tenderer,
- the payment of the remuneration of the successful tenderer for the activities carried out,

until the date of the termination or of its operative event (where the successful tenderer has failed to inform EMF of said operative event in the cases provided for in paragraphs a) and b) mentioned below), in the following cases:

- a) When the successful tenderer, during the implementation of this Contract, is placed in one of the situations mentioned in L. 2141-1 to L. 2141-11 et L. 2341-3 of the Public Procurement Code;
- b) When administration proceedings (Articles L. 631-1 *et seq.* of the French Commercial Code (*Code de commerce*)), compulsory liquidation proceedings (articles L. 640-1 *et seq.* of the

French Commercial Code) or a like measure provided for under a foreign law is commenced against the successful tenderer and subject to the public policy provisions applicable to such proceedings;

- c) When CHAFEA terminates the Grant agreement or the participation of one or more proposing organisations, regardless of the reason for said termination.
- d) In the event the public authorities fail to extend or call into question the extension of the inter-branch agreement entered into between the bodies that form EMF setting the amount of the inter-trade contribution.

ARTICLE 15 DISPUTES AND CONFLICTS

The parties shall endeavour to settle amicably any disputes and conflicts which might arise during the performance of this contract. If the parties are unable to reach an amicable resolution, suit shall be brought before the Paris Regional Court (Tribunal Judiciaire), which shall have sole jurisdiction.

APPENDIX AVAILABLE ONLINE:

1 - A Farm to Fork Strategy for a fair, healthy and environmentally-friendly food system

https://eur-lex.europa.eu/resource.html?uri=cellar:ea0f9f73-9ab2-11ea-9d2d-01aa75ed71a1.0001.02/DOC_1&format=PDF

2. (EU) Regulation no. 1144/2014 of 22 October 2014

<https://publications.europa.eu/en/publication-detail/-/publication/cd6b3f8f-63f6-11e4-9cbe-01aa75ed71a1>

3- Delegated (EU) Regulation no. 2015/1829 of 23 April 2015

<https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32015R1829>

4 - Implementing (EU) Regulation no. 2015/1831 of 7 October 2015

<https://publications.europa.eu/en/publication-detail/-/publication/e33c36d2-7173-11e5-9317-01aa75ed71a1>

PART C TENDER RULES

ARTICLE 16: COMPOSITION OF THE TENDER FILE

The tender file includes the following documents:

- the notice of the competitive public tender,
- the brief (including A-tender specifications, B-brief and C-these tender rules).
- The data protection agreement.

ARTICLE 17: DIVISION INTO LOTS

The contract is not divided into lots.

ARTICLE 18: DEADLINE FOR RECEIPT OF APPLICATIONS AND BIDS (OR TENDERS)

The deadline for receipt of applications AND bids is at the latest by February 10th 2021 before 12 noon (UTC+1).

Any files that are received by the purchaser after the date and time stipulated above, as well as those that do not comply with the formal requirements listed in Article 11, will not be accepted.

ARTICLE 19: INFORMATION ONLINE MEETING

EMF will organise an information online meeting on January 20th 2021, at 2.30PM CET which potential applicants could attend before submitting their application and bid. The agencies interested in participating to this meeting are invited to inform EMF by email to dpoisson@cniel.com and cgreenhalgh.com by the 15th January 2021 at the latest mentioning name and emails address of participants. A link will be sent before the information online meeting.

ARTICLE 20: PERIOD OF VALIDITY OF BIDS

Bids will be valid for 120 days as from the deadline for submitting bids.

ARTICLE 21: PRESENTATION OF APPLICATIONS

Applicants must submit the presentation file for their application, which shall include, in the following order:

- Forms DC1 and DC2, duly completed, dated and signed, or the European Single Procurement Document (ESPD) – *or the equivalent document for service providers from outside the European Union*;
- the extract of profit/loss account for the last three years and, as applicable, the revenue for the business segment that corresponds to the purpose of the contract, over the last three financial years for which information is available;
- A list of similar services provided during the last three years. The applicant shall state the amount, the date and the name of the public sector or private sector client, in compliance with any confidentiality requirements.
- In the event of an application by a grouping, the applicant shall specify the form of the grouping (whether the members are jointly liable or jointly and severally liable), designate the grouping's lead company and the authorisation that empowers the lead company to make valid commitments on behalf of the grouping.

- Proof of insurance for professional risks;
- A declaration stating the applicant's average annual headcount and the proportion of management personnel for each of the last three years;
- A description of the applicant's material and human resources that provide the rationale for its capacity to perform the required services.

ARTICLE 22: PRESENTATION OF THE BIDS

The bid must be written in English and contain a technical and financial memorandum made up of the following elements:

- **The successful tenderer's technical file, comprising:**
 - A communication strategy, justifying its choices with figures and calibrated data whilst proposing precise objectives over the 2 years of the programme;
 - Details of the pointers for all of the activities defined (to be adapted depending on the target countries). The actions proposed will be based on strong messages to be communicated to the target audiences;
 - Time frame for the programme: the successful tenderer will propose a time frame over 2 years based on specific elements;
 - PA/PR activities possibly : online communication, video, survey etc, suggestions given for examples
 - Possibly Print, therefore certainly visual material
 - A viral digital strategy relying on influencers from target markets with short and medium-term partnerships
 - No specific website
- **For each action, the tenderer shall propose:**
 - the organisation of each action (objectives, messages to be communicated, action plan for logistics, materials produced, budget);
 - a precise scheduling for each action;
 - shall give **specific effectiveness indicators (KPIs)** per target which will be used as the basis for any evaluation;
 - **All the deliverables** per activity and per action line
 - **an estimate of the result** for all of the programme's activities.

The tendered shall submit a summary chart for each of its actions according to the following template (information in italic is given as an example):

TITLE OF THE ACTIVITY/NATURE	PRESS RELATIONS ACTIONS		
SPECIFIC OBJECTIVES	Objectives: <i>specify</i> Given as an example: XX press releases (PR)/year across all geographical areas, XX basic press kits across all geographical areas, split per country XX media and blogger demo workshops - based on XX participants across all geographical areas, split per country		
DESCRIPTION OF THE ACTIVITY	Ongoing annual press relations action – Drafting of press tools – press database follow-ups – logistical management of press events		
ELEMENTS TO BE DELIVERED	YEAR 1	YEAR 2	YEAR 3
	XX press releases per year XX annual press kit per year XX delivery service XX annual press events XX press workshops per year Etc.	XX press releases per year XX annual press kits per year XX delivery service XX annual press events XX press workshops per year Etc.	XX press releases per year XX annual press kits per year XX delivery service XX annual press events XX press workshops per year Etc.
BUDGET ANALYSIS	Press releases (Content, translation, dissemination): € XXXXXXXX / year Press kits (Content, translation, digitalisation, dissemination): € XXXXXXXX / year Delivery service: € XXXXXXXX / year Press launches (coordination, logistics, arrangements, press reception): € XXXXXXXX / year Media and blogger demo workshops (coordination, logistics, arrangements, press reception): € XXXXXXXX / year Etc. XXX man hours / € XXXXXXXX / year: € XXXXXXXX (junior assistant – € XXXXXXXX / 46 man hours) Etc.		
EXECUTION			

- **The proposed budget must include:**
 - a precise budget for the 2 years of the programme per action and per country (a graphic creation line, and an implementation line – adaptation for each tools / country shall be provided for in the budget proposed) according to the following template:

Detailed Budget TableAcronym ID Proposal

Headings	Years	A. Direct personnel costs	B. Direct cost of subcontracting	C. Other direct costs	TOTAL
1. Project coordination					
Personnel cost of the proposing organisation(s)					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Other costs of project coordination					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
TOTAL		0.00	0.00	0.00	0.00
2. Public relations					
Continuous PR activities (PR office)					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Press events					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
TOTAL		0.00	0.00	0.00	0.00
3. Website, social media					
Website setup, updating, maintenance					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Social media (Accounts setup, regular posting)					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Other (mobile apps, e-learning platforms, webinars, etc.)					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
TOTAL		0.00	0.00	0.00	0.00
4. Advertising					
Print					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
TV					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Radio					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Online					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Outdoor, cinema					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
TOTAL		0.00	0.00	0.00	0.00
5. Communication tools					
Publications, media kits, promotional merchandise					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Promotional videos					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
TOTAL		0.00	0.00	0.00	0.00

7. Events					
Stands at trade fairs					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Seminars, workshops, B2B meetings, trainings for trade/cooks, activities in schools					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Restaurant weeks					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Sponsorship of events					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Study trips to Europe					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
Other events					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
TOTAL		0.00	0.00	0.00	0.00
7. Point-of-sale (POS) promotion					
Tasting days					
	Year 1				
	Year 2				
	Year 3				
Other: promotion in retailers' publications, POS advertising (shelf talkers, posters, etc.), promotion in canteens					
	Year 1				
	Year 2				
	Year 3				
TOTAL					
8. Other activities					
Other activities					
	Year 1				0.00
	Year 2				0.00
	Year 3				0.00
TOTAL		0.00	0.00	0.00	0.00

The proposal must show separately, for each targeting country:

- the total budget for the activities excluding the costs of media buying (hereinafter the “Activities Budget”);
- the agency fees for the activities
- the total budget for the costs of media buying (hereinafter the “Media Buying Budget”);
- the agency fees for the Media Buying Budget, which cannot exceed 5% of the Budget of the Media Buying effectively incurred.
- The agency coordination fees and the agency fees that are specific to an activity.

ARTICLE 23: REQUIRED LEGAL FORM FOR THE GROUPING OF ECONOMIC OPERATORS THAT WILL BE AWARDED THE CONTRACT

Groupings of economic operators can submit bids, regardless of their legal form. If the contract is awarded, the economic operators in the grouping must be jointly and severally liable.

ARTICLE 24: DEADLINE FOR AMENDING THE TENDER FILE

Six days at the latest before the deadline for the receipt of applications and bids, the EMF reserves the right to make minor changes to the tender file.

It will inform all the applicants who requested the tender file of such amendments, under conditions that respect the principle of equality. Said applicants must then bid on the basis of the amended file, without being able to make any claims in this regard.

ARTICLE 25: HOW TO OBTAIN THE TENDER FILE

The tender file is provided free of charge. It is available on the following page:

<http://www.milknutritiousbynature.eu> or can be requested to dpoisson@cniel.com and cgreenhalgh@cniel.com electronically.

ARTICLE 26: RULES ON SUBMITTING APPLICATIONS AND BIDS

It is recommended that bidders avoid submitting their application and their bid at the “last minute” and that they first carry out a test to ensure that they are completely familiar with how the electronic submission process works.

26.1 Backup copy in printed form

A backup copy of the applications AND bids could be sent **at the latest by February 10th 2021 before 12 noon (UTC+1)** in a sealed envelope one print copy and one memory stick to the following address:

EMF
Dominique POISSON
Clare Greenhalgh
42 rue de Chateaudun
75314 PARIS Cedex 09
FRANCE

and must obligatorily state the subject of the tender:

EMF Multi programme on milk – Creative agency
"DO NOT OPEN"

Applications AND bids must be sent by any method that makes it possible to know for certain the date and the time of receipt (e.g. registered letter with return receipt, courier, etc.), to the address stated above; they must be sent in a timely manner so that they reach the place to which the bids must be delivered before the closing date and time stipulated in these tender rules.

26.2 Electronic transmission

Applications AND bids shall be sent together by email **at the latest by at the latest by February 10th 2021 before 12 noon (UTC+1)** to the following address:

dpoisson@cniel.com
cgreenhalgh@cniel.com

Bidders should note the following additional information:

- ✓ The compatible formats that the contracting authority can read are: .zip, .xls, .doc and .pdf. Applicants are requested:
 - not to use certain formats, such as .exe files
 - not to use certain tools, in particular macros
 - to ensure that the bid file is not too large

- ✓ An acknowledgement receipt will be sent for applications that are submitted electronically, which states the date and time of receipt.

ARTICLE 27: REVIEW OF APPLICATIONS

Application files will be reviewed by the Evaluation Committee in light of the administrative documents required.

The meeting of the Evaluation Committee for reviewing the application files and bids is scheduled in February 2021.

Applicants will be eliminated if their economic and financial capacity and their technical and professional capacities are insufficient in light of the documents provided.

Applications for which the documents requested are absent or incomplete will not be accepted.

The purchaser may ask applicants to complete or explain the supporting documents or means of proof that are provided or obtained.

ARTICLE 28: REVIEW OF BIDS

Bids must comply with the requirements set forth in the tender documents and in the tender specifications. Bids will be eliminated if they are deemed to be unacceptable, inappropriate or non-compliant.

The purchaser reserves the possibility of asking applicants to provide details on their bid.

The other bids will be ranked and the bid that is the best value for money will be chosen on the basis of the following criteria:

28.1 Bid selection criteria

Criteria for the evaluation of the proposal and scoring

- Answer to the briefing, rationale, understanding of the general and specific objectives of the programme, ... (20%)
- Technical quality of the programme including strategic recommendation, relevance of the strategy to targets and market, creative including originality, clear and detailed description of the activities, suitability of the activities to the programme, content development (40%)
- Cost effectiveness (including costs of productions, fees) (20%)
- Project organisation and management structure specific to a multi country programme, in particular how the agency will handle and manage the key issue of content and messages (20%)

28.2 Total mark

The total mark for each applicant will be the sum of the marks obtained for each of the criteria.

The bid that obtains the highest mark will be ranked first. The bid that obtains the lowest mark will be ranked last. The applicant whose bid was ranked first will therefore be awarded the contract.

ARTICLE 29: DOCUMENTS TO BE PROVIDED BY THE PREFERRED BIDDER

The applicant to which it is planned to award the contract must also provide:

- an official record of criminal convictions; if the preferred bidder is located abroad, that bidder must provide the relevant record, or, in the last resort, an equivalent document issued by the relevant judicial or administrative authority of its country of origin or establishment, attesting that the bidder is not excluded from tender procedures.
- the documents provided for in Articles D. 8222-5 or D. 8222-7 and D. 8222-8 or D. 8254-2 to D. 8254-5 of the French Labour Code, which must be provided every six months until the end of the performance of the contract;
- the attestations and certificates issued by the relevant administrations and organisations which prove that the bidder has complied with its tax and social security obligations. If the preferred bidder is established abroad, the bidder must provide a certificate issued by the administrations and bodies of its country of origin or establishment.
- form ATTR11 (contract agreement form) dated and signed by the person who is empowered to make binding commitments on behalf of the bidder (for groupings, the contract agreement form must be a single document) that the EMF will duly complete and send.
 - ⇒ In the event of the use of sub-contracting that is declared when the bid is submitted, the applicant must provide the EMF with a declaration that states:
 - The nature of the services that are sub-contracted;
 - The name of the person, the commercial name or the corporate name and the address of the proposed sub-contractor;
 - The maximum amount of the monies to be paid to the sub-contractor;
 - The payment conditions provided for in the draft sub-contracting agreement and, as applicable, any price variation terms;
 - As applicable, the sub-contractor's capacities on which the applicant has based its choice.

The applicant shall also provide the EMF with a declaration by the sub-contractor which states that the sub-contractor is not subject to a prohibition on bidding.

The notification of the contract to one of the bidders shall entail acceptance of the sub-contractor and approval of the payment conditions.

The preferred bidder shall provide these documents to the purchaser within the deadline that will be notified to it.

If these documents are not provided within the stipulated time-limit, the selected applicant's bid will be rejected, and the applicant eliminated. The following applicant in the ranking of the bids will then be asked to provide these documents before the contract is awarded to it.

ARTICLE 30: ADDITIONAL INFORMATION

In order to obtain all the additional administrative or technical information that they need, applicants must make a request, ten days before the deadline stipulated for the receipt of the bids, either by email to the following email address dpoisson@cniel.com. An answer will then be sent to all the applicants under the same conditions, at the latest six calendar days before the deadline set for the receipt of the bids.

ANNEX 1

Extract of the Draft EU Annual Work Programme 2021 from mid- December 2020

1) Background

The Commission is aiming at a balanced work programme, taking into account the relevant EU regulations and policy objectives, the current trade situation and macro-economic perspectives of the agricultural markets, the observations received from stakeholders (consulted via the Civil Dialogue Group on Quality and Promotion) and Member States (consulted via the Committee for the Common Organisation of Agricultural Markets – Promotion), and the results of the previous calls.

Moreover, the 2021 annual work programme contributes to the realisation of the political priorities of the European Commission for 2019-2024, in particular the European green deal and the farm to fork strategy¹.

The farm to fork strategy aims to accelerate our transition to a sustainable food system that should :

- (a) have a neutral or positive environmental impact,
- (b) help to mitigate climate change and adapt to its impacts,
- (c) reverse the loss of biodiversity,
- (d) ensure food security, nutrition and public health, making sure that everyone has access to sufficient, safe, nutritious, sustainable food and
- (e) preserve affordability of food while generating fairer economic returns, fostering competitiveness of the EU supply sector and promoting fair trade.

Even though the EU's transition to sustainable food systems has started in many areas, food systems remain one of the key drivers of climate change and environmental degradation. There is an urgent need to reduce dependency on pesticides and antimicrobials, reduce excess fertilisation, increase organic farming, improve animal welfare, and reverse biodiversity loss. The annual work programme's orientation should therefore include topics that highlight and favour products complying with these objectives.

By ring-fencing half of the annual work programme's budget on promoting organic products, on highlighting the environmental sustainability of Union agriculture and on promoting the consumption of fruit and vegetables in the context of balanced, healthy diets, the promotion policy will significantly contribute to the objective of increasing sustainable production and consumption of agricultural products.

In addition, to encourage proposing organisations to put forward promotion programmes that support the objectives of the climate and environmental ambition of the CAP, the European Green Deal and the farm to fork strategy to promote sustainable agricultural production methods, the award criteria of the 2021 annual work programme will include, under 'relevance', a new sub-criterion, namely "contribution of the proposed information provision and promotion project in respect of the objectives of the climate and environmental ambition of the CAP, the Green Deal and Farm to Fork strategies, in particular on sustainability of production and consumption", using as a reference the Food and Agriculture Organization of the United Nations (FAO)'s definition of sustainable agriculture.

2) Description of Topic C

<p><u>AGRIP-MULTI-2021-IM- SUSTAINABLE</u></p> <p>Programmes increasing the awareness of Union sustainable agriculture and the role of the agri-food sector for climate action and the environment</p>	<p><u>EUR 12 000 K€</u></p>	<p>Actions should highlight the sustainability of Union Agriculture, stressing its beneficial role for climate action and the environment. Actions should address how the product(s) promoted and its/their production method(s) contribute to:</p> <p>(a) climate change mitigation (e.g. reduction in greenhouse gas emissions) and/or adaptation (e.g. water savings, climate-resistant crops and crop varieties) and</p> <p>(b) at least one of the following:</p> <ul style="list-style-type: none"> (i) biodiversity conservation and sustainable use of natural resources (e.g. wildlife, landscape, genetic resources); (ii) sustainable water management (e.g. water use efficiency, reduction of nutrients or pesticides load); (iii) sustainable soil management (e.g. erosion control; nutrient balance; prevention of acidification, salinization, reduction of pesticides); (iv) sustainable, carbon-efficient methods of livestock production. v) reduction of use of antimicrobial (vi) reduction of food loss and food waste (vii) sustainable consumption (viii) animal welfare
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