

## **BRIEF**

### **OPEN PROCEDURE**

**Creation and development of a multi country programme on European Organic dairy products in the internal market coordinated by EMF implemented by CNIEL (France) and DDB (Denmark)**

**in response to a call for proposals from the EU Commission**

### **PURCHASER: EUROPEAN MILK FORUM (EMF)**

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The participating agencies must send their **applications AND bids** at the latest by February, 10th, 2021 before 12 noon (UTC+1) in digital format to : [nbayer@cniel.com](mailto:nbayer@cniel.com); [lwj@mejeri.dk](mailto:lwj@mejeri.dk).

## PART A

### TENDER SPECIFICATIONS

#### A MULTIPROGRAMME TARGETING THE INTERNAL MARKET ON EUROPEAN ORGANIC DAIRY PRODUCTS

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The multi country programme will be submitted to the European Commission by the European Milk Forum (EMF), coordinator of the project together with two Dairy organisations-beneficiaries: DDB and CNIEL representatives in two European countries, Denmark and France.

##### 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](http://www.milknutritiousbynature.eu)

##### DDB - Denmark

**The Danish Dairy Board (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.

##### CNIEL - France

CNIEL's Communications Department has been managing collective advertising campaigns on the French and the export markets for more than 20 years. Examples on the domestic market are:

- "Les produits laitiers, nos amis pour la vie" (Dairy products, our friends for life), "Les sensations pures" (Pure sensations), "3 produits laitiers par jour", (3 dairy products a day) "3, le chiffre magique", (3 is the magic number), "N'oublions pas le plaisir",
- Several multi country programmes financed by the Commission, such as "Milk, a force of nature," (EMF, 2014-2016), Cheese Up Your Life (EMF, 2015-2017), Milk Moments (EMF, 2016-2018), Climate, a programme to highlight the positive impact of dairy sector on climate (EMF, 2018-2020), Milk and spoonable, a programme to promote milk, EMF, 2019-2021, and 'New moments with cheese, (EMF, 2019-2021).

To find out more please refer to: Annual Report 2019 and <http://www.filiere-laitiere.fr/>

This multi programme targeting the internal market in France and Denmark will be carried out within the promotion policy of the EU, to face the increased pressure on the EU agricultural sector and the lack of awareness of the qualities of EU agricultural products.

This programme aims to be a pre-competitive umbrella programme to highlight the many values of the EU organic dairy sector. It will reinforce and be complementary to pre-existing actions with other dairy products, conducted by each member and their companies, showing synergy without encroaching on these programmes.

Through this action, Denmark and France will promote the values of European organic dairy products and target Denmark and France, two countries with high potential of growth in organic dairy consumption.

**EMF, with its two EMF members, Denmark and France, have decided to apply for EU funding for a new project to:**

- **Increase the awareness and recognition of the Union quality scheme on organic production.**
- **Enhance the competitiveness and consumption of European organic dairy products, raise their profile and increase their market share.**

### **IMPORTANT**

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

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 campaign 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 be asked to contribute to the preparation of the application to answer to the call of proposals of the European Commission. The preparation of the application includes:

- drafting of all the work packages according to the model imposed by the European Union, in a final version as a result of the exchanges with the purchaser and consequently provided by the EMF:
  - definition of the work packages and activities
  - precise and detailed description of the activities
  - precise list of deliverables for the 3 years of the programme
  - quantification of deliverables
  - key performance indicators
  - budget analysis/costing by entry

The application will have to be ready by end of March 2021.

### **ARTICLE 1 PURPOSE OF THE CONTRACT**

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The purpose of the contract is the selection of a communication agency for the creation and development of a multi country programme aimed at enhancing the competitiveness of the Union agricultural sector and specifically organic dairy products in the internal market (Denmark and France). The programme will be submitted to the EU Commission for co-financing and ruled under EU regulation no. 1144/2014 - article 5 referring to appendix I of the Treaty of Rome.

### **ARTICLE 2: DOCUMENTS MAKING UP THE CONTRACT**

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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.

## MARKET ANALYSIS - FRANCE

**Over the past years, the market for organic products has been growing, consumption patterns and behaviours have changed across the time.**

Given the advancing climate change and the consequent difficulties for agriculture and food security, French are more attentive to the social, ecological and health impact of what they consume, and therefore more sensitive to an ethical and responsible economy.

The results of the last survey carried out by the *Agence Bio*, showed that the young generation between 18 and 25 years old are more attentive and committed than their elders with the movement of responsible consumption.

This positive trend in organic, is reflected in the EGALIM law, which establishes the obligation to introduce 20 % of organic products in the public collective catering.

### Organic milk collection in France

*Sources : Agence Bio, Statistiques nationales*

In France the collection of organic cow's milk amounted to 89.8 million liters in July 2020, with an increase of 10.7% compared to the same month of 2019.

The annual totals collection in April 2020 was 1,034 billion liters, up 12.4% compared to July 2019. In July 2020 organic cow milk collection accounted for 4.6% of the total cow milk collection. These additional volumes have enabled the development of all organic dairy products, especially liquid milk and fermented yogurt and milk.

### Manufacture of dairy products

*Sources: Agence Bio / CNIEL*

After a significant increase in the collection of organic cow's milk in March 2020, the production of organic dairy products in France has increased considerably. There were positive developments over the first seven months of the year. For cheeses (+12.8%), milk powder (+10%), cream (+5.7%), packaged liquid milk (+5%), fresh milk desserts (+4.2%) butter (+4%) and yogurt and fermented milks (3.5%).


### Sales of organic dairy products increased in all segments in 2019.

Growth was evident in all the categories except for packaged milk (which was doing better than conventional milk which has been declining for several years now). Cheeses showed the largest increase with +25.6 % compared to 2018, followed by fats (butter +19 % and cream +23.6 %). The organic ultra-fresh was also growing (unlike the classic ultra-fresh), with +15 % over the year. Prices also had a moderately increase (between 0.9 and 4.1 %).

Overall, sales of organic dairy products expanded in 2019, driven by sustained growth in sales volumes.

### Sales of organic dairy products increased significantly during the lockdown.

Household purchases have increased following the lockdown that forced the French to eat all their meals at home. In the first three quarters of 2020, sales increased considerably for all products (+9% to +16%), except for the ultra-fresh that setback for the first time in several years (-1.4%). Prices have also increased since the beginning of the year, especially for butter (+4.1%). On the other hand, the evolution of liquid milk, was very low (+0.4%), a trend observed during the last months of the year.

	ventes (1000l / t)		évolution (%)	prix bio (€/l ou €/kg)		évolution (%)
	9P 2019	9P 2020	2020/2019	9P 2019	9P 2020	2020/2019
Lait conditionné	186 568	204 046	9,4%	1,18	1,19	0,4%
Ultra frais	56 031	55 241	-1,4%	3,40	3,47	2,2%
Beurre	7 294	7 975	9,3%	9,42	9,81	4,1%
Crème	4 455	5 125	15,0%	5,58	5,64	1,2%
Fromage	7 056	8 156	15,6%	14,16	14,46	2,1%

## Organic consumption in France

Sources : Agence Bio, Statista

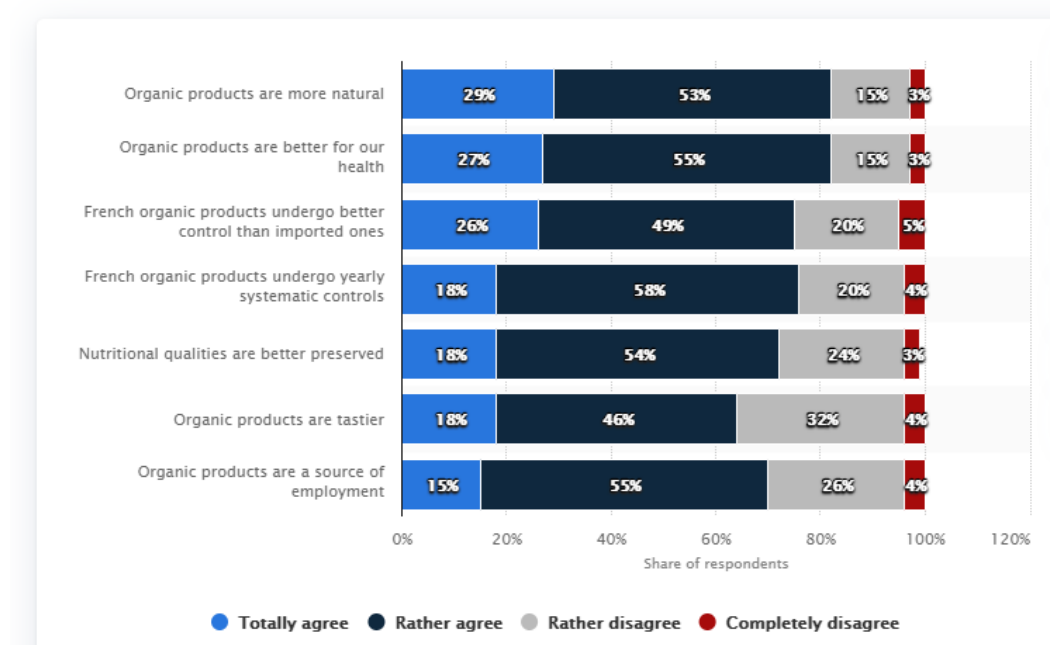
Organic consumption in France maintains its good level: nearly 7 out of 10 French people consumed organic products at least once a month. The number of daily consumers this year exceeds the number of non-consumers; (16% of consumers under one year compared to 17% in 2018) and there are more young consumers.

Even before the pandemic, these purchases began to be anchored in the daily life of the French. A large majority of people said they were ready to change their eating habits to include organic foods. This development takes place in a context where French are emphasizing the preservation of the environment in their acts of purchase, eating organic is synonym of environmental respect, animal welfare and regional development.

At the same time, consumers are looking for a balanced and healthy offer that also combines pleasure and well-being, local products or products with geographical indications, traditional specialties or products without additives or added sugars.

In terms of products there are 4 essentials in the basket of goods: fruits and vegetables (80% say they consume them), followed by dairy products (71%), eggs (65%) and grocery products (52%), with no significant change in the rate of consumption, except for fish/shellfish/crustaceans (which recorded an increase of 4 points).

## Perception on organic food products in France in 2019



According to consumer data, consumers associate "organic" first and foremost with a "clean label" more natural (82%). The perception that organic products are healthier motivates consumers to purchase more organic products. Especially among the younger consumers, whose desires for healthy food options and concerns about the potential effects of pesticides, hormones, GMO's and antibiotics, along with the nutritional qualities and taste are some of the reasons to buy organic.

## Distribution Channel Insights

Sources: Agence Bio IRI panel / CNIEL

According to IRI InfoScan Census, the general trend of organic sales in supermarkets, and especially hypermarkets, are losing ground to the benefit of the local network and the drive.

Hypermarkets and supermarkets still account for nearly three-quarters of organic sales. The local network, which is a major competitor because of its organic specialty circuit, is experiencing a growth in sales of organic products that is higher than that of all products combined.

**The level of consumer awareness of the label is higher and still increasing:** 63% of French people recognize the European organic label. The specifications appear to be broadly known, but gaps persist, even if the overall image of organic products remains positive. This result highlights the expectations of consumers in terms of transparency

and pedagogy, in order to regain their confidence in the information provided which tends to run out of steam (below the 6/10 threshold).

## MARKET ANALYSIS - DENMARK

The Danish dairy industry consists of the international dairy group Arla Foods and 30 smaller dairy companies, together processing 4.7 billion kg milk from a total of 61 production plants in Denmark.

Cooperatively owned by Danish and Swedish milk producers, Arla Foods is Europe's largest dairy group. The Arla group processes more than 90 percent of the Danish and two thirds of the Swedish milk pool. It also runs dairy operations in several countries, with Arla UK plc as its biggest business.

The remaining 30 Danish dairies are evenly distributed between cooperatively and privately-owned companies. The small dairies typically specialise in various product areas within cheese, butter and liquid milk production. A large part of their production is exported by specialised exporters.

The value of all Danish dairy exports totals EUR 1.8 billion annually. The domestic market is, to a large extent, a market for domestic dairy production, although imported cheese and yoghurt now account for approx. 25 percent and 20 percent, respectively, of total domestic consumption. The market share of foreign milk remains moderate. Like the processing sector, the Danish milk producers have seen tremendous structural change, with production now taking place on a small number of large farms. In 2010, approx. 4,100 dairy farmers each had an average of 127 cows and a milk quota of 1,142 tonnes. This places the Danish dairy farmers among the largest and most modern in Europe. More than half the cows live in new loose-housing systems.

### Organic in Denmark

More than 13% of all the Danes' grocery purchases are organic and in public sector kitchens, e.g. hotels and restaurants, canteens, institutions and hospitals, consumption of organic food is rising rapidly. Denmark is thus the country in the world where organic food has the largest market share.

#### Sales of organic product to food service

Unit: Per cent | Time: 2019:



### Who buys organic?

There are two kind of consumer groups in Denmark that buy organic products. The traditional buyers, who have been consuming organic products for decades and the new generation.

The traditional group tends to prefer unprocessed foods rather than packaged food, they like to buy local food that is produced in an environmentally friendly way. Price is not an important purchasing factor for this group.

The new generation are focused on healthier lifestyles, taste, quality, and attractive packaging, and are often concerned with animal welfare, the environment, and production methods. They purchase their organic products at supermarkets or online.

**Reasons for buying organic:** When Danes are asked why they buy organic food, the reasons they give are health-based coupled with a wish to contribute to a better environment and higher animal welfare standards.

### **Where do the Danes buy organic products?**

Most of the organic sales – around 80 per cent – take place through the retail sector and online trading. Online trading is becoming increasingly popular when it comes to basic commodities. There is a particular interest in meal boxes, which provide consumers with the raw materials and recipes for their main meal of the day. This is a popular solution for busy families. Almost 15 per cent of organic food is sold via the foodservice sector, which is seeing high growth. Sales to restaurants, hotels and public sector kitchens have increased by 20 per cent. Sales from markets and farm shops, therefore, account for only a small percentage of total organic sales.

### **What do the Danes buy?**

Source: GFK Consumerscan 2017

There is growth in all organic product categories in Denmark. Organic oatmeal accounts for the largest market share at 52 per cent. Next come carrots at 42 per cent, eggs at 33 per cent and milk at 32 per cent. Consumption of organic meat, however, lags some way behind. Drinks such as fruit juice, squash, beer and wine are a fast-growing category.).

### **Awareness of the EU label**

The Danish organic label has been very important for the widespread success of organic food products in Denmark. Over 80 percent of Danes have high levels of trust in the red Ø symbol. The EU's green organic logo in combination with the Danes is a guarantee of organic quality.

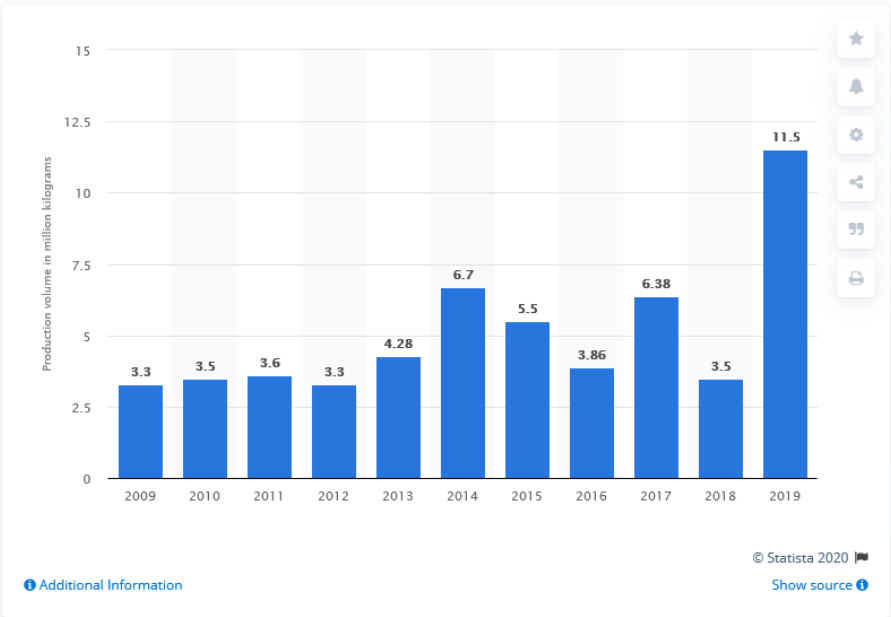
### **Organic dairy products for various uses**

The dairy industry is strongly focused on innovation and development. Based on milk's potential and global consumer trends, new products are being developed to match future consumer requirements for health, nutrition and good taste experiences, including organic infant formula and speciality cheese produced according to traditional methods. Milk is not just milk. The breed of dairy cattle, their feed and the way in which they are raised all have an impact on the quality of the milk. Dairy products are produced with the varying fat and protein content adapted to consumer preferences. Consumers are regularly offered new types of milk, e.g. fresh organic milk from cows fed exclusively on grass and herbs, which help to give the milk a higher content of omega 3 fatty acids and antioxidants. Dairy experts and gourmet chefs work together to develop unique ranges of cheese while, in collaboration with baristas, milk with a fixed protein content is developed to give a soft and creamy froth to the coffee served at the many city coffee shops

In 2019, the volume of organic cheese in Denmark amounted to 11.5 million kilograms.

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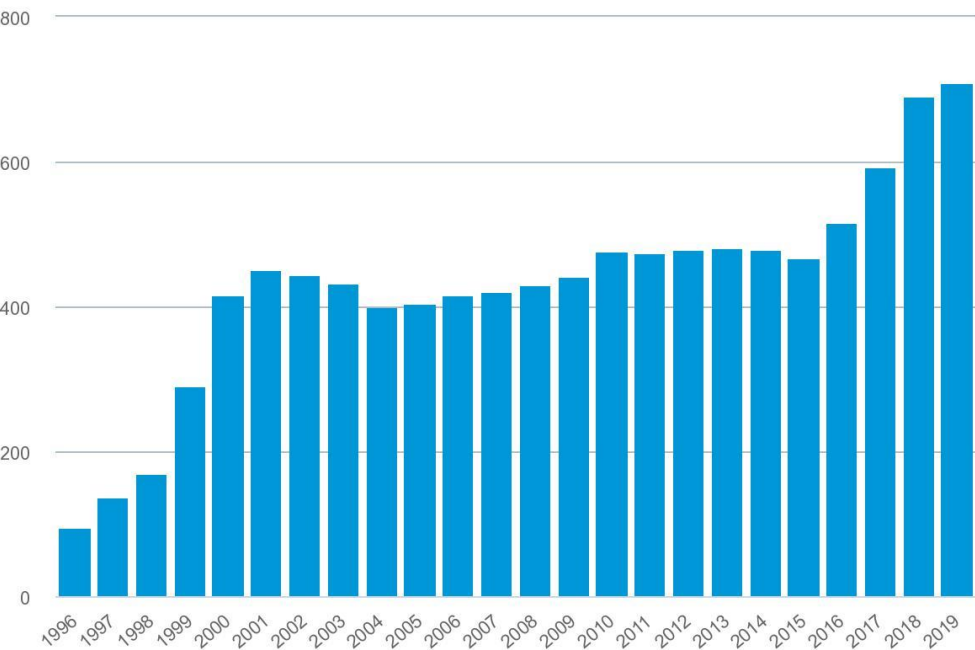
Production volume of organic cheese in Denmark from 2009 to 2019  
(in million kilograms)



The annual production and use of organic milk delivered to dairies in Denmark amounted to 700 m kg in 2019.

Production and use of milk

Unit: Delivered organic milk to dairies (m kg):

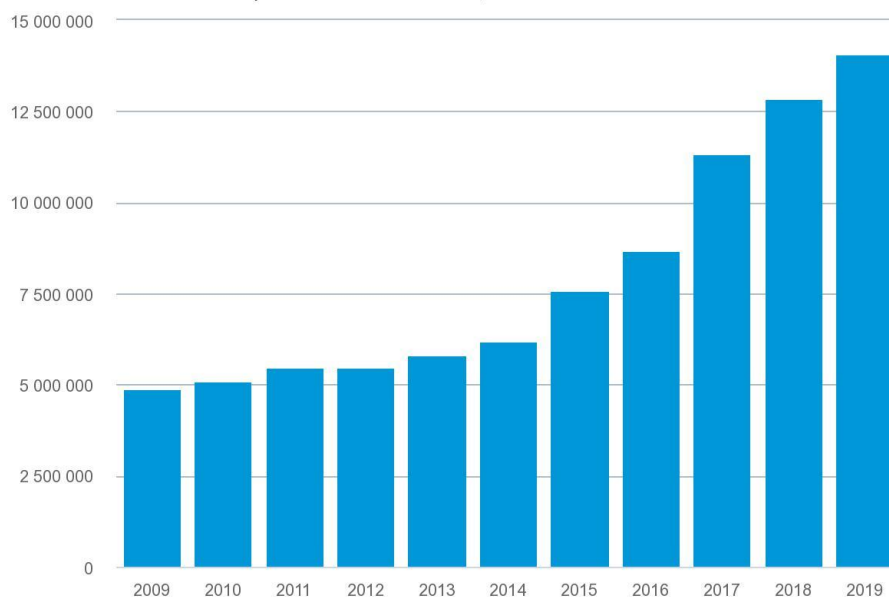




The annual turnover of organic food in Danish retail shops had a constant evolution and in 2019 amounted around 14 billion Danish kroner.

### Turnover of organic foods in retail shops

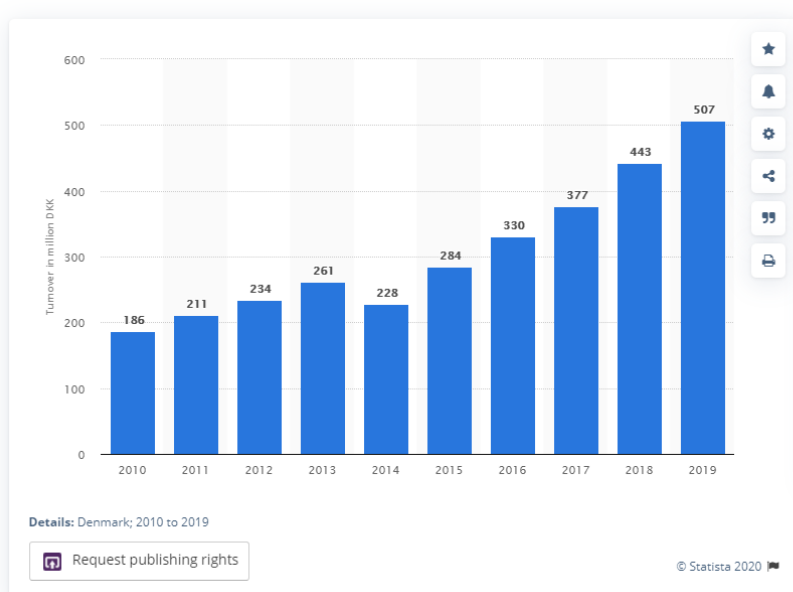
Unit: Amount in 1.000 DKK | Commodities: Turn over, total:



For Organic Cheese, the annual turnover in retail shops in 2019 in Denmark amounted to 507 million Danish kroner.

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### Annual turnover of organic cheese in retail shops in Denmark from 2010 to 2019 (in million DKK)



## PART B BRIEF

### ARTICLE 4 DESCRIPTION OF THE SERVICES

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#### 4.1 CONTENT OF THE SERVICES

The purpose of this tender is to deliver a promotion and communication programme for European Organic Dairy products in Denmark and France.

- **GENERAL OBJECTIVES**

According to articles 2 and 3 of the EU Regulation 1144/2014, the general objectives of this programme are to :

- **Increase the awareness and recognition of the Union quality scheme on organic production.**
- **Enhance the competitiveness and consumption of European organic dairy products, raise their profile**

In addition, Annual Work programme 2021 objective is to increase sustainable production and consumption of agricultural product. Finally, the programme should support the objectives of the Commission's farm-to-fork strategy by stimulating demand for organic products in the internal market.

- **COMMUNICATION OBJECTIVES**

Based on the results of the previous part of the document the objectives are:

- 1/ Reinforce the general knowledge on the organic sector by better informing consumers about the European specifications**
- 2/ Maintain the upward trend in sales and consumption of organic dairy products**

- **PROGRAMME STRATEGY**

The strategy is a 'bottom up' approach with local agencies working closely with each dairy board, and the lead agency ensuring the coordination and preparing a tool box with global messages and a framework for the local activities.

Actions will be tailored to the local context, with a flexible choice of activities and content but with aligned European messages and aligned outputs in each country.

There will be regular exchange of knowledge and ideas between countries and a coordination of all activities.

**The programme will mainly target:**

- **consumers, with a strong focus on young parents and active youth,**
- **retailers (through trainings)**

**Key Messages /themes FR-DK:**

The agency should propose Key messages including a strong European dimension and focusing on the Organic Label and the values and specificities behind the label.

*The programme will not convey any messages relative to nutrition, there will be no mention of nutritional qualities of dairy products.*

- **EUROPEAN DIMENSION**

This planned programme on European organic dairy products will have a strong European dimension:

- A strong European tagline
- Emblematic and historical products from European agriculture: dairy products
- European organic production method which provides consumers with assurances on the sustainability, quality and characteristics of the product and the production process used and the environmental benefits they generate
- Continuous information about the values of excellence associated with European dairy products
- A common programme simultaneously in the two European countries involved, with the same common European messages and the same activities.

- **ACTIVITIES**

The table below shows the breakdown of the budget according the 3 bug bodies.

#### Budget breakdown per body

	Activities	Budget EUR			
		Year 1	Year 2	Year 3	Total
<b>COM agency</b>	<b>Creation and production of a communication programme for European Organic Dairy products in Denmark and France, including coordination activities and fees</b>	<b>1 200 000</b>	<b>1 200 000</b>	<b>1 200 000</b>	<b>3 600 000</b>
<b>Evaluation agency</b>	<b>Evaluation of results</b>	50 000	50 000	50 000	150 000
<b>Proposing organisations. (DDB, CNIEL)</b>	<b>Costs of proposing organizations (personnel, financial)</b>	50 000	50 000	50 000	150 000
<b>TOTAL</b>		<b>1 300 000</b>	<b>1 300 000</b>	<b>1 300 000</b>	<b>3 900 000</b>

#### Budget breakdown per country

Budget	By year ('000 €)	Total 3 years ('000 €)
DK	<b>600</b>	<b>1 800</b>
FR	<b>700</b>	<b>2 100</b>
Total	<b>1 300</b>	<b>3 900</b>

For the communication programme, the agency should propose a complete activity plan including various actions according its strategic recommendation.

- Details on the actions to be integrated in the proposal

The program will target primarily the consumers, with a focus to young parents and active youth. A component targeting retailers will be associated in a secondary way.

#### 1. Consumers target:

A mix of activities should be proposed to meet the habits of this target, and to convey the programme messages in the most efficiency way. Regarding the specificities of this target, the actions that could therefore be integrated are:

\* Digital communication

\* Advertising, sponsorship : In Denmark, a mix between print and digital could be adapted, and in France a 100% digital mix

\* Communication tools

\* Promotion in POS

## 2. Retailers Target

For the retailers, the most impacting activity should be:

\* Professional training

The agency will propose a complete communication strategy integrating these specificities but is not forced to limit itself to this list.

The agency will have to recommend a budget breakdown by country. The agency should justify this breakdown in regard with markets trends, proposed activities.

## 4.2 PERFORMANCE OF THE SERVICES

**4.2.1.** In order 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;
- **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) 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

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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 and other charges applicable to the services (excluding VAT) as well as all associated expenses.

**The amount of the contract is: € 1.200.000 excluding VAT/year**

The total amount of the programme cannot under any circumstances exceed this amount, including all coordination tasks, communication activities, media buying, evaluation, and fees.

**The amount of the agency's fees for the purchasing of space cannot exceed 5% of the amount of the Space Purchasing budget effectively incurred.**

## ARTICLE 6: INVOICING AND SETTLEMENT TERMS AND CONDITIONS

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### 6.1 Invoicing terms

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

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The period of the contract is 3 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 Union.

## ARTICLE 8: PLACE WHERE THE CONTRACT WILL BE PERFORMED

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

## ARTICLE 9: OBLIGATIONS OF THE SUCCESSFUL TENDERER

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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);
- 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;
- To indicate clearly and legibly on all materials - regardless of the medium thereof - that it will produce in respect of the contract, and also 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 DDB and CNIEL**
- **Logos of the EUC**



Downloading of the European logos and the charters:

[http://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions\\_fr.htm](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](http://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions_fr.htm)

- To make all reasonable efforts to obtain the best rates from media. EMF will have the benefit of all commissions, discounts, rebates and/or reimbursements that the successful tenderer may obtain in connection with the implementation of the contract. Likewise, the successful tenderer undertakes to credit to EMF account any income arising directly or indirectly by the implementation of the Contract and, in particular, any interest that it collects from the investment of any amount from EMF.
- 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.

## **ARTICLE 10: SUBCONTRACTING**

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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**

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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 14 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**

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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**

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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**

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### **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 Articles 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 CHAFAEA 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 16 DISPUTES AND CONFLICTS**

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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 - (EU) Regulation no. 1144/2014 of 22 October 2014:** <https://publications.europa.eu/en/publication-detail/-/publication/cd6b3f8f-63f6-11e4-9cbe-01aa75ed71a1>

**2- Delegated (EU) Regulation no. 2015/1829 of 23 April 2015:** <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32015R1829>

**3 - 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 17: COMPOSITION OF THE TENDER FILE

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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 18: DIVISION INTO LOTS

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The contract is not divided into lots.

#### ARTICLE 19: DEADLINE FOR RECEIPT OF APPLICATIONS AND BIDS (OR TENDERS)

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The deadline for receipt of applications AND bids is February, 10th 2021 at 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 20: PERIOD OF VALIDITY OF BIDS

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

#### ARTICLE 21: PRESENTATION OF APPLICATIONS

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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

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**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 and promotional strategy, justifying its choices with figures and calibrated data whilst proposing precise objectives over the 3 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 3 years based on specific elements;
  - Digital communication plan No TVC, no specific website
  - Advertising, sponsorship,
  - Communication tools
  - POS promotion
  - Professional trainings (retailers)
- **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 tenderer shall submit a summary chart for each of its actions according to the following template (information is given as an example):

<b>WORK PACKAGE</b>	<b>2. Public relations</b>		
<b>TARGET GROUPS</b>	Indicate the target groups of the PR activities		
<b>ACTIVITY</b>	Insert name of activity / or sub-activity		
<b>DESCRIPTION OF THE ACTIVITY</b>	Describe in detail the public relations activities carried out		
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>DELIVERABLES</b>	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.
<b>BUDGET ANALYSIS</b>	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.		
<b>SUB-TOTAL FOR THE ACTIVITY</b>			
<b>IMPLEMENTATION</b>			

- **The proposed budget must include:**
  - a precise budget for the 3 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:

Language EN

**Detailed Budget Table**

Acronym  ID Proposal

Headings	Years	A. Direct personnel costs	B. Direct cost of subcontracting	C. Other direct costs	TOTAL
<b>1. Project coordination</b>					
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
<b>TOTAL</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>2. Public relations</b>					
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
<b>TOTAL</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>3. Website, social media</b>					
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
<b>TOTAL</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>4. Advertising</b>					
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
<b>TOTAL</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>5. Communication tools</b>					
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
<b>TOTAL</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>7. Events</b>					
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 purchasing advertising space (hereinafter the "Activities Budget");
- ;
- the agency fees for the Activities
- the total budget for the costs of purchasing advertising space (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: HOW TO OBTAIN THE TENDER FILE

The tender file is provided free of charge. It is available on the website <http://www.milknutritiousbynature.eu/home/> or can be requested to Nina Bayer (nbayer@cniel.com)

## ARTICLE 25: DEADLINE FOR AMENDING THE TENDER FILE

Six working days at the latest before the deadline for the receipt of applications and bids, 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 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 Electronic transmission

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

[nbayer@cniel.com](mailto:nbayer@cniel.com); [lwj@mejeri.dk](mailto:lwj@mejeri.dk)

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.
- ✓ For grouped applications, the lead company shall be responsible for the security and authenticity of the information provided on behalf of the members of the grouping.

#### 26.2 Backup copy in printed form

A backup copy of the applications AND bids could be sent together **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**  
Nina BAYER  
**42 rue de Chateaudun**  
**75314 PARIS Cedex 09**  
**FRANCE**

and must obligatorily state the subject of the tender:

**EMF Multi programme on organic dairy products**  
**"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.

#### **ARTICLE 27: REVIEW OF APPLICATIONS**

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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 will be scheduled by the end of 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**

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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

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

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

#### **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 (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**

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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 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 ATTRI1 (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 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**

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In order to obtain all the additional administrative or technical information that they need or questions they have, applicants must make a request, ten working days before the deadline stipulated for the receipt of the bids, either by email to : [nbayer@cniel.com](mailto:nbayer@cniel.com), and/or [lwj@mejeri.dk](mailto:lwj@mejeri.dk).

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.