



TECHNICAL SPECIFICATIONS AND SELECTION PROCEDURE IMPLEMENTING BODY FOR THE INFORMATION AND PROMOTION PROGRAMME FOR AGRICULTURAL PRODUCTS THIRD MARKET: JAPAN

Approved by the Board of Directors of the Consorzio per la Tutela del Formaggio Pecorino Romano DOP with Resolution of 19 December 2022 minute no. 9 31/01/2023 and Resolution of 31 January 2023 minute no. 1

1 Introduction and preliminary information

Consorzio per la Tutela del Formaggio Pecorino Romano (hereinafter the Contracting Authority), with registered office in Macomer (NU) – Corso Umberto I 226, P. IVA e C.F. 00958190910, intends to submit, an **Information and Promotion Program of three years duration (2024 - 2025- 2026)**, in the Third Market: JAPAN under the EU Regulation no. 1144/2014 of the European Parliament and of the Council, in particular the upcoming Call 2023 for simple programs, published call with a deadline for submission of proposals on April 20, 2023.

ANNOUNCES

Pursuant to the reference articles of Reg. (EU) No. 1144/2014, Delegated Reg. (EU) No. 2015/1829, Implementing Reg. (EU) No. 2015/1831, **a call for tenders for the selection, through Open Competitive Procedure, of an Implementing Body** in charge of the implementation of the actions (activities/initiatives) aimed at achieving the objectives envisaged under the **Program that will be submitted under EU Regulation No. 1144/2014 of the European Parliament and of the Council - Call 2023** and which, if the application is successful, will be carried out in the following target countries: **JAPAN** and will cover the following EU denomination products:

Product of origin recognition code - File number ¹	Product
PDO-IT-0017 ²	Pecorino Romano DOP

Economic operators in possession of the requirements indicated in the above-mentioned EU Regulations, as specified in the following paragraphs, are invited to submit an offer, adhering punctually to the indications contained within these "Technical Specifications".

It should be noted as of now that, since this Call for Proposals is aimed at the execution of a promotional program that has yet to be the subject of an application for a contribution from the above funds should the Consorzio per la Tutela del Formaggio Pecorino Romano not be among the proposing organizations selected under the above-mentioned Call for Proposals, **the award of the services covered by this tender will be considered worthless and ineffective. In such a case, therefore, no obligation will remain with the Consorzio per la Tutela del Formaggio Pecorino Romano, which will not be subject to any claim for reimbursement or request for damages.**

¹ Fonte: : <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register/>

² Fonte: <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register//>



The proposal formulated by the selected operator will be used by the Consorzio per la Tutela del Formaggio Pecorino Romano for the submission of the application for assistance under the Call for Proposals "Simple Programs - GRIP-SIMPLE –2023- TC – ASIA" – Reg. UE 1144/2014.

In the event of refusal of program approval on the 2023 call by the European Commission, the proposing organization reserves the right to re-deposit the project designed in collaboration with the selected implementing body under one or more official calls of the European Commission no later than August 2024.

Proposals received under this selection process will therefore be considered valid for 18 months from the date of award.

1.1 Reference regulatory framework

The framework of regulatory references essential for the implementation of the Program and this procedure includes:

- **Regulation (EU) No 1144/2014 of the European Parliament and of the Council of October 22, 2014** on information provision and promotion measures concerning agricultural products carried out on the internal market and in third countries and repealing Council Regulation (EC) No 3/2008;
- **Commission Delegated Regulation (EU) 2015/1829 of April 23, 2015** supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products carried out on the internal market and in third countries;
- **Commission Implementing Regulation (EU) 2015/1831 of October 7, 2015** laying down detailed rules for the application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products carried out on the internal market and in third countries;
- **Call for proposals issued by the EXECUTIVE AGENCY FOR RESEARCH (REA) AGRI SIMPLE 2023** dated January 19, 2023;
- **Guidance on the tender procedure** referred to in European Commission note DDG1.B5/MJ/DB D(2016)321077 of July 7, 2016;
- **Guidelines on the tender procedure Decree of the Director General Ministry of Agricultural Food and Forestry Policy PQAI 05 Prot. No. 0526288 of 17/10/2022**

Consorzio per la Tutela del Formaggio Pecorino Romano **is not a body governed by public law** within the meaning of Article 2(1)(4) of Directive 2014/24/EU and, therefore, as indicated in the aforementioned legislation, it is not required to apply the national rules transposing the European Directives on public procurement (in Italy, Legislative Decree 50/2016). However, the Consortium must carry out the selection of the Implementing Bodies through an open tender procedure in compliance with the principles of cross-border interest, transparency, publicity, impartiality, equal treatment of candidates, as well as with the conditions indicated in the aforementioned Guidelines and Decisions of the European Commission and the Ministry of Agriculture and Food Sovereignty and Forestry.

Directive 2014/24/EU and Legislative Decree 50/2016 will, therefore, be applied only if and to the extent that they are expressly referred to in the tender documents (notice and technical specifications and their annexes).

In any case, the competitive procedure will ensure compliance with the principles of non-discrimination, equal treatment, transparency, publicity, proportionality, clarity and consistency of the selection and award criteria



provided with the purposes of the services requested and their value, best value for money and absence of conflicts of interest.

This procedure does not provide for a subdivision into lots, as it is more efficient and effective for the execution of the service, the identification of a single contractor, who can carry out all the activities envisaged by this Program.

In fact, the work packages and related activities are closely related to each other and to be carried out according to a logical and functional sequence that can be optimized only by having a single contractor, who must ensure the coordination and integration of the work group and the different professionals necessary and involved in the implementation of the service.

2. Program Key Information

Products to be promoted

Product of origin recognition code - File Number ³	Product
PDO-IT-0017 ⁴	Pecorino Romano DOP

Contracting Authority: Consorzio per la tutela del Formaggio Pecorino Romano DOP

Target Country: Japan

Target groups:

- *Final consumer:*
It is required in the technical proposal to precisely define the target end consumer (socio-demographic analysis: age, gender, family status, income etc...) based on the target market, geographical area. In addition to objective analysis data, the definition of the final consumer target may also be motivated by the proposer's professional experience in the market itself
- *Media operators (journalists, bloggers, opinion leaders)*
It is requested in the technical proposal to indicate the methodologies for researching and selecting media operators
- *Horeca (sector professionals, chefs, professional associations, specialised cooking schools)*

The technical proposal is requested to indicate the methodologies for the research and selection of media operators

General Objectives: to strengthen the competitiveness, recognisability and consumption of European quality agri-food products on the Japanese market, as well as the increase and dissemination of knowledge towards European quality regimes, European products with quality recognition and towards the values expressed by the European system of designations of origin as attributes of quality and safety, through the examples represented by the product covered by the programme.

³ Fonte: <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register/>

⁴ Fonte: <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register/>



In particular, the general objective can be stated as follows:

- Increasing the competitiveness of quality European branded products through actions aimed at addressing competition from products with lower quality and nutritional elements.
- Increase the recognisability of European PDOs by end consumers and operators in the sector through specific information and promotion actions.
- Increase the degree of awareness of European quality schemes and their recognisability on the market JAPAN
- Optimise image and increase market share in the target market JAPAN

In order to identify the specific objectives, the following brief indications are given:

In order to identify the specific objectives, the following information is provided.

JAPAN market

Geographical area of greatest interest following analysis of internal export data: TOKYO

Considering both its strategic geographic position and the potential of its domestic market, around 127 million people, Japan represents an important market for Italy in terms of size and opportunities. Italy exports food and beverage products to Japan for an annual value of around €900 million, mainly in finished products, and overall it represents the 15th destination market for Italian exports (Source: Infomercatiesteri.it).

The Japanese population is, together with the Italian one, the most long-lived in the world, also thanks to its diet. In fact, Japanese cuisine is a very healthy one, based mainly on the consumption of fish and vegetables, with little meat, few gravies and various sauces. The eating habits of the Japanese are slowly undergoing changes due to technological progress, the changing social structure, the increased participation of women in the workforce and the tertiarisation of the economy.

For example, the need to eat out for lunch due to the often considerable distances between home and workplace in large urban areas has led to both the development of the ready-to-eat or packaged food sector and the growth of the restaurant sector. In spite of this, the Japanese market is characterised by consumers with a high level of disposable income, a willingness to try new tastes and new products, very attentive to the details of wellness, health and proper nutrition, and lovers of perfection (Source: ilmercatoagroalimentare.it). It is emphasised that Italian products, especially the processed and top products of the wine and food tradition, are highly appreciated and admired among the Japanese.

It is emphasised that, in terms of consumption, Japanese consumers bought 239.9 thousand tonnes of cheese in 2021, 1% less than the previous year. This decrease is due to the decline in the retail channel, which with 155.4 thousand tonnes (-2%/2020) accounts for 65% of total sales. This should be taken into consideration in light of the promotional activities that it intends to present.

Territory of production:

The territory of the regions of Sardinia, Lazio and the province of Grosseto constitute the only territorial areas of origin of the milk used for the production of Pecorino Romano DOP; this guarantees its respect and protection in both production and processing. The grazing and healthiness of the sheep and the close link with the production area give this product the organoleptic qualities that have made it famous throughout the world. All this, however, cannot ignore an initial consideration: in order to be sustainable, the peculiarities of the territory must be



enhanced. We must choose suitable crops that through the specificity of production methods and attention to food **safety, quality, traceability and labelling enhance the nutritional**, health, environmental well-being and sustainability aspects.

The challenges the world is facing are changing the idea of sustainability, transforming it into a concrete concept and, as a result, **sustainability, both of production and consumption, is slowly becoming a central component, not only of the production system, but also and above all for consumption.**

Entities participating in this call will have to present a body of activities and initiatives (informational and promotional) that is developed around a clear and precise strategy oriented towards the markets and target groups, aimed at achieving the objectives set out above and consistent with the planned duration and financial resources made available.

Work Packages (WP) and activities to be present within the proposals, as described in detail within the technical specifications:

- ✓ WP 2 - Public relations
- ✓ WP 3 - Web site, Social media
- ✓ WP 4 - Advertising
- ✓ WP 5 - Communication tools
- ✓ WP 6 - Events

Section 5 of this specification provides more details and information regarding the above WPs.

Program duration: 36 months (3 annual phases), with an indicative start date of Feb. 1, 2024.

Budget of the actions in charge of the Implementing Body: it should be noted that those interested in participating in this call for tenders should submit a bid taking into consideration the **total budget up to a maximum of € 1.400.000 plus VAT** in accordance with the law. including the **costs related to the implementation of project activities and the compensation of the implementing body** (economic operator's fee). Therefore, this amount must also include the economic operator's fee, while not including other charges that will be borne directly by the proposing organizations.

Single target country: **JAPAN**

Please refer to section 5 below for further details.



TECHNICAL SPECIFICATION

3 Object of the Contract

3.1 General description of the service

The service consists of the execution of a part of the Information and Promotion Programme.

The Implementing body will therefore have to ensure:

- the project development of the work packages making up the three-year Programme, starting from the signature of the contract between the Contracting Organisation and the Implementing Body
- the operational activation of the promotional actions and activities foreseen for the period established by the Programme, on the basis of the objectives foreseen by the communication strategy, also through the constant monitoring of the activities carried out and their effects
- the financial-administrative management of the work packages that make up the Programme, including the periodic technical reports, the final technical report and all the documentation required for reporting.

The service must be characterised by qualified technical and operational support, a high quality of the products realised, and stand out for the innovativeness of the messages, of the tools with which to convey them and of the methods of involvement of the reference targets. The development and execution of the agreed activities of the Programme must be carried out in a coherent manner with respect to the general and specific objectives and to the communication strategy, taking into account the Priorities and objectives of EU Reg. 1144/2014, ensuring a clear recognition of the Programme and its promoters.

3.2 Method of execution

The Implementing Body must set up and have in place, for the duration of the contract, a Working Group, in compliance with the participation requirements, which is in charge of managing and implementing the Programme. All the activities of the Working Party must be agreed and shared with the Contracting Body.

It is envisaged that one or more members of the Working Group shall be available for periodic monitoring meetings at the seat of the Contracting authority, to give operational support to the activities of the Plan that need to be carried out in close coordination with the reference structure. Coordination and exchange of information with the Procuring Body may also involve different and articulated modalities: meetings, telephone contacts, video calls, e-mail correspondence, exchange of materials and documents through online sharing systems.

3.3 Staff and working group

The Implementing Body must ensure the performance inherent in the entrusted services with integrated personnel with legitimate labour relations and having the professional and technical requirements appropriate to the employment and implementation of the project. The team must be characterized by a flexible organizational approach to respond to variations and/or unforeseen events that may arise during the course of the activities.

Particularly, the dedicated staff must especially possess a range of skills in the following areas, listed by way of example but not limited to: communications, event and trade show organization, knowledge and experience of activities carried out in relation to target country markets, press office, project management, digital web and social management, graphics, etc. Specially, it must be able to define quantitative objectives a priori and propose projects consistent with these. Moreover, it must also provide for adequate monitoring of results.



Over the term of the Contract, the Implementing Body undertakes to:

- a) set up and make available an adequate Program team (the people who will directly take care of the work to be done), in compliance with the participation requirements, define in according to beneficiaries;
- b) agree and share all the team's activities with the Contracting Authority;
- c) assign suitable personal service, of proven ability, honesty, morality and proven confidentiality, which must maintain the most absolute confidentiality as to what it came to know in performing the service;
- d) guarantee the stability and continuity of the service in all circumstances, ensuring staff who are quantitatively and qualitatively adequate to the needs and complying with the contents of the technical bid;
- e) comply, in respect of its staff, with employment contracts for wages, regulations, social security and insurance;
- f) provide for a Program contact person who will attend the monitoring meetings at the Contracting authority's headquarters (these will have a periodicity defined by the Contracting Authority), to give operational support to the Program activities;
- g) make available all possible means of communication that can simplify the coordination, monitoring and control of the Program.

4 Duration of the service

The purpose of the contract for the service will be to carry out the activities indicated in these technical specifications, under the conditions set out therein, and will be signed subsequent to the signing, by the proposing party, of the Grant Agreement with the Member State and the Paying Agency (AGEA).

The Implementing body agrees to perform the services for the duration and within the timeframe stipulated in the Agreement, in these technical specifications, in the time schedule and, where not otherwise provided, according to the timeframe indicated by the Proposing Party/Contracting Authority. The service will be for the duration of the project and for a total of thirty-six months commencing from the date the contract is signed.

The Contracting Authority reserves the right to terminate the service with at least three months' notice by registered mail with return receipt or PEC in case of non-compliance with the provisions of this act.

The Contracting Authority reserves the right to request a postponement of the term of performance of the service for up to a maximum of an additional 6 months in order to ensure the completion of the activities envisaged in the Program, on equal economic terms.

5 Types of Activities and Initiatives in the Programme

The activities and initiatives (Work package - WPs) that will make up the promotional program are similar to the classic information and promotion of high quality agricultural and food and wine quality products, taking the issues to be discussed and the objectives listed above into account. They fall into the following categories:

- WP 2 - Public relations
- WP 3 - Website, social media, creation of groups and virtual communities
- WP 4 - Advertising
- WP 5 - Communication tools
- WP 6 - Events



The objective is to expand the knowledge and presence of Pecorino Romano PDO in the JAPAN market.

Target subjects

- *Final consumer*
- *Media operators* (journalists, bloggers, columnists)
- *Horeca* (industry professionals, chefs, professional associations, specialised cooking schools...)

Below are the outline indications concerning the information and promotional activities that will have to make up the proposals submitted in the framework of this selection procedure.

It should be noted that the tenderer, within and respecting the elements characterising the WPs indicated, has outline indications, but is free to formulate and deepen the proposed actions as well as to modify the relative budget, in any case always in such a way as to allow the achievement of the objectives envisaged by the programme.

It is requested that the **bid be accompanied by a presentation of the programme's overall strategy based** on the information provided in Article 2:

It is requested that the strategy be characterised by:

- Ability to respond to the information needs of the target audience;
- Communicative effectiveness of the message and content;
- Ability to involve the target audience;
- Integration with the Consortium's existing communication system

The strategy is required to describe how the proposal is suitable to effectively convey the message and content of the programme

It is requested that the overall strategy identify the geographical areas of the target market, justifying the choice, bearing in mind what is indicated in these specifications..

For each individual WP developed, an indication of the expected results and a specification of the implementation methods is requested.

**WP 2 – Public Relations****Continuously PR Activity**

The main objective of this action is to strengthen the recognisability of the PDO quality mark and the testimonial product in particular, on the JAPAN market by focusing the message on the quality, characteristics of the product and its production cycle in terms of food safety, traceability, nutritional aspects, animal welfare, traditions, respect for the environment and sustainability.

The communication actions must spread and increase the recognisability of the Community logo. Communication activities through a dedicated press office must be based on shared keywords and enriched with all newsworthy cues

The tenderer is requested to formulate its best proposal to facilitate the achievement of the envisaged objectives and to detail the working methodology, the individual activities, providing in the economic offer the unit cost details for each proposed activity.

THREE-YEAR INDICATIVE BUDGET: 130.000,00€

WP3 - Web site, social media**On line communication****Site**

At the same time as the start of the project, a website dedicated to the promotional campaign is required, guaranteeing integration with the site of the Pecorino Romano Protection Consortium, which will have to be updated throughout the duration of the project with the contents of the promotional campaign

Social

The website must be flanked by at least 2 social channels Fb and Ig or other platforms particularly used in the target market

It is requested to define a strategy for communication on the social channels of the target country (JAPAN) highlighting and justifying the characteristics for which this strategy is considered suitable and functional for communicating the themes of the information campaign and the messages identified.

The online proposal must include activities aimed at increasing media resonance also through collaborations with testimonials/influencers and possibly others. The strategy must contain an editorial plan indicating publication frequency, period of coverage and expected results, as well as analytical tools for the selection of possible influencers/testimonials.

The tenderer is requested to formulate its best proposal to facilitate the achievement of the envisaged objectives and to detail the working methodology, the individual activities, providing in the economic offer details of the unit costs for each individual activity proposed.

THREE-YEAR INDICATIVE BUDGET: 90.000,00€

WP4 - Advertising**Advertising**

Tenderers are requested to submit their best proposal in terms of advertising strategy, envisaging the realisation of three promotional specials, one for each project year



Tenderers are requested to submit their best ADV proposal in order to achieve the defined expected results with respect to the set promotional objectives and individual project targets

Tenderers are requested to formulate their best proposal in order to facilitate the achievement of the planned objectives and to detail the working methodology, the individual activities providing in the economic offer the unit cost details for each individual activity proposed.

THREE-YEAR INDICATIVE BUDGET: 60.000,00€

WP 5 – COMMUNICATION TOOLS

Information materials and merchandising

The promotional materials required for the implementation of the planned activities are of substantial importance for the effective transmission of the campaign message.

The proposing party is required to submit at least two proposals complete with key message and key visuals, accompanied by articulated rationales; these elements are required to express transparency-credibility-authenticity. Proposals should be coherent with the overall programme strategy, integrable into the existing communication ecosystem and adequate for effective message transmission. The tone and style of the language are required to be distinctive and consistent with the identity of the Consortium and the brand, the theme, the project target and functional to the communication.

We also require the presentation of some indicative declinations of contents and the main materials for the realisation of the activities

In particular, the tenderer is requested to formulate a proposal that envisages specific merchandising for the activity in the restaurants

The tenderer is requested to formulate its best proposal to favour the achievement of the envisaged objectives and to detail the work methodology, the individual activities, providing in the economic offer the detailed unit costs for each individual activity proposed.

THREE-YEAR INDICATIVE BUDGET: 300.000,00€

WP6 - EVENTS

Proposed events, falling into the categories set out below, must be suitable for the creation of contact with the programme's target audience, the creation of content and the dissemination of the timing of the promotional campaign using different media.

The best proposal of an event plan for each project year is requested, which may include, for example:

- ✓ Fairs including: Foodex and Acci Gusto
- ✓ Seminars, workshops, training for cooks
- ✓ Restaurant week
- ✓ Other events

The tenderer is requested to formulate its best proposal to facilitate the achievement of the envisaged objectives and to detail the working methodology, the individual activities, providing in the economic offer the detailed unit costs for each individual activity proposed.

THREE-YEAR INDICATIVE BUDGET: 820.000,00€



TECHNICAL SPECIFICATION FOR THE IMPLEMENTING BODY

6. Requirements for participation in the tender

Economic operators may participate in this tender as individuals or as associated companies, provided that they meet the requirements laid down in the following articles.

It is forbidden for a tenderer participating in the tender in associated form to participate also in individual form.

In the case of associated participation, the subsequent requirements of Article 6.1 must be held by all participants at the time the tender is submitted.

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6.1 Inexistence of causes of exclusion from participation in tender

Participation in this tender procedure is reserved for economic operators who, on the date of submitting their bid, declare that there are no grounds for exclusion under Directive 2014/24/EU, i.e. grounds for exclusion related to:

- to criminal convictions;
- payment of taxes or social security contributions;
- insolvency, conflict of interest or professional misconduct.

The non-existence of these grounds for exclusion must be attested by the attached declaration (**Annex B**), signed by the legal representative.

In the case of a temporary grouping not yet formed, each operator must produce this declaration.

6.2 Economic and financial capacity requirements

The economic operator wishing to participate in this selection procedure

- must have achieved, in the five-year period 2017-2018-2019-2020-2021, a total global turnover of not less than Euro 2.000.000.00 (in letters: Euro two million/00) net of VAT, resulting from the VAT declarations or equivalent tax within the EU;
- must enclose the declaration of the Banking Institute of the possession by the Economic Operator of the financial means necessary to guarantee the execution of the actions foreseen by the Programme (suitable bank references);
- must enclose a copy of the last approved balance sheet and/or VAT declaration;
- it must enclose the Chamber of Commerce (CCIAA) certificate or enrolment in a commercial register held in the Member State in which the economic operator is established.

Possession of these requirements must be attested by the attached declaration (Annex B), signed by the legal representative. These requirements must be possessed by the economic operator as a whole, or as an entity in a temporary grouping of companies



6.3 Technical and professional capacity requirements

The economic operator (single or in a temporary grouping of companies) wishing to participate in this selection tender must

- have carried out, in the five-year period 2017-2018-2019-2020-2021, services similar to those covered by the tender for a total amount not less than Euro 1.500.000.00 (in letters: Euro one million five hundred thousand/00) net of VAT;
- attach a list of the main services performed (company CV);
- attach the CVs of the personnel employed, if any, in the execution of the Programme, showing proven experience in services similar to those covered by the tender.

Similar services are defined as (by way of example but not limited to)

- management activities of complex international promotion projects/programmes;
- management activities of groupings of companies and coordination of teams;
- activities of planning and management of public contribution programmes;
- event and incoming organisation activities;
- press office management activities;
- communication activities, PR, etc. also on-line;
- production of information material;
- production of promotional videos;
- promotional activities in the agri-food sector;
- experience in communication activities on the theme of sustainability.

Possession of these requisites must be attested by the attached declaration (Annex B) signed by the Legal Representative of the proposing party and the submission of the CVs of the professional figures envisaged in the execution of the assignment. These requirements must be possessed by the economic operator or by the temporary grouping of companies as a whole, except that in the latter case the mandated company must in any case possess the requirements and perform the services to a majority extent

7 Section committee and award criteria

The jury is appointed after the deadline for submission of tenders and consists of an odd number of up to 5 members, experts in the specific field to which the subject of the contract relates.

The jury is responsible for evaluating the technical and economic offers of the tenderers. The RUP is assisted by the jury for the purpose of verifying the documentation produced and the anomaly of the bids.

The contract is awarded on the basis of the criterion of the economically most advantageous offer, according to the distribution of scores described below, but also taking into account quality criteria.

The quality aspects of the service and the economic offer will be taken into account jointly: therefore, the total 100 points will be evaluated in the following order:

QUALITY OF THE TECHNICAL OFFER: max. 85 points	TOTAL AWARDABLE POINTS: max. 100 points
ECONOMIC OFFER: max. 15 points	



The evaluation committee will proceed to the evaluation of the qualitative elements on the basis of the evaluation elements indicated in the table below.

7.1 – Evaluation and quality of technical offer

The Technical Offer must ensure the minimum requirements described in these technical specifications, and must be formulated in such a way as to provide all the elements necessary for a complete and thorough evaluation of the content and quality of the proposed service, which must be concise, concrete and feasible.

The technical score of a **maximum of 85 points** will be awarded on the basis of the clarity, logic and methodological rigour of the presentation, conciseness, completeness and coherence with respect to what is requested in the tender documents, in application of the following criteria and sub-criteria evaluated as indicated in the following table.

TECHNICAL OFFER: MAXIMUM 85 POINTS		
Criteria	Sub Criteria	Max scored
1. QUALITY OF THE TECHNICAL OFFER - OVERALL STRATEGY	Quality of the articulation of the overall strategy and activities and their coherence with the specifications set out in the terms of reference of the Promotional Programme	Up to 5 points
	Capacity to produce the expected results and achieve the project objectives	Up to 5 points
		Maximum 10
2. QUALITY OF THE TECHNICAL OFFER - PROJECT ACTIVITIES	Creativity and innovation of the tools proposed in the planning of the programme of activities	Up to 6 points
	Effectiveness and capacity of the proposed and planned outputs to communicate the project message	Up to 6 points
	Quality of the graphic proposal and concept	Up to 6 points
	Quality of the proposal in identifying the target group and positioning in the target markets	Up to 6 points
	Quality of the working group dedicated to the management of the project activities (CV evaluation of the working group dedicated to the realisation of the individual project activities)	Up to 6 points
		Maximum 30
3. QUALITY OF THE TECHNICAL OFFER - METHODOLOGICAL APPROACH	Adequacy in the modalities of realisation and execution of the actions with respect to the modalities of execution of the activities and initiatives foreseen by the Programme	Up to 15 points
	Adequacy of the planning in terms of coherence with the objectives of the communication strategy and coherence with respect to the timing of the Programme: in particular, coherence between the proposed time schedule of the activities and the effectiveness of the implementation of the individual actions, also in relation to the professional resources involved	Up to 7 points
	Adequacy of the control mechanisms to monitor the correct economic-financial execution of the project, the respect of the timetable and of the	Up to 7 points



	output and result indicators and the quality and effectiveness of the modalities of execution of the activities foreseen by the Programme	
	Quality of project coordination (CV evaluation of the professional in charge of coordinating project activities)	Up to 9 points
	Proposed additional services/activities improving the service	Up to 3 points
	Modalities of interaction/assistance provided to beneficiaries	Up to 4 points
		Maximum 45
Maximum points Technical offers:		85

For the determination of the obtained scores of the technical offer in relation to the respective criteria and sub-criteria indicated above, the method of discretionary attribution by each tender commissioner will be used by applying a coefficient (to be multiplied then by the maximum score attributable in relation to the criterion), varying between 0 and 1. Therefore, each commissioner will attribute a reasoned score to each offer according to the following grid:

JUDGMENT	COEFFICIENT
not verifiable	0
evaluation: insignificant	0.1
evaluation: just enough	0.2
evaluation: enough	0.3
evaluation: between enough and fair	0.4
evaluation: fair	0.5
evaluation: between fair and good	0.6
evaluation: good	0.7
evaluation: between good and very good	0.8
evaluation: very good	0.9
evaluation: excellent	1.0

For each sub-criterion, once each commissioner has attributed a coefficient to each competitor, the average of the coefficients attributed by the adjudicating commission will be calculated, with a value of 1 being attributed to the highest coefficient among the bidders and consequently repartitioning all other coefficients.



7.2 – Evaluation of the economic offer

The economic offer must be structured in such a way that the different elements indicated in the following table can be evaluated.

ECONOMIC OFFER: MAX SCORE 15		
Evaluation element	Motivational criterion	MAX SCORE
ECONOMIC OFFER max 15 points	Economic analysis: Economic analysis of the proposed initiatives, according to market prices	Up to 7 points
	Fee: Evaluation of the appropriateness of the fee, expressed in man/days, required for the implementation of each action, based on the cost of each action and the expected benefits	Up to 8 points
Maximum achievable score		15

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As for the **economic offer for the activities** (maximum of 7 points out of 100) the score will be assigned on the basis of the following formula:

“Economic offer for activities” score considered =

$$\frac{\text{Offer X}}{\text{Max Offer}} \times 7$$

where:

- Maximum bid: is the highest economic offer for the activities (SUBTOTAL ACTIVITIES) among those submitted;
- Offer X: is the economic offer for the activities (SUBTOTAL ACTIVITIES) of the economic operator considered.

As concerns the economic offer for the fee of the participating economic operator (max 8 points out of 100), the score will be awarded based on the following formula:

Economic offer score for the economic operator fee considered =

$$\frac{\text{Minimum fee \%}}{\text{Fee \% x}} \times 8$$

where:

- Minimum fee%: is the percentage on the economic offer for the lowest participating economic operator fee among those submitted;
- Fee% X: is the percentage on the economic offer for the economic operator fee considered.

For the purposes of attribution and calculation of scores, any non-integer values will be rounded to the second decimal place.

Upside bids are not permitted.

The opening of the PEC C (certified email) carrying the economic offer will take place at the end of the evaluation work carried out by the aforesaid Commission.

Based on the scores assigned to the offers, the ranking will be drawn up.



The award will be made to the competitor who has submitted an offer which, having all the minimum mandatory requirements, will result in having a highest overall score (technical offer score + economic offer score).

In the event of a tie, the contract will be awarded to the tenderer with the highest score in the technical offer.

In the event of a tied score in both the economic offer and the technical offer, a draw will be made among the said competitors.

The Tender Organisation/Contracting authority shall not be obliged to pay any compensation to the competing enterprises, for any reason or cause whatsoever, for the tenders submitted.

Once the prescribed checks on the possession of the requisites have been completed, the contract shall be awarded.

The award shall immediately bind the bidder awarded the tender, while the Contracting Body shall be definitively committed only when, in accordance with the law, all the acts consequent and necessary to the execution of the tender have acquired full legal effectiveness.

In the event that the tenderer fails to appear for the stipulation of the contract or in the event that the declarations made are found to be false, the Contracting Body reserves the right to award the contract to the next person in the ranking list, once the required checks have been carried out.

Consorzio per la Tutela del Formaggio Pecorino Romano DOP will proceed with the awarding even in the event that only one valid tender is submitted, provided that it is congruous.

The Contracting Authority reserves the right not to proceed with the award where no bid is found to be convenient or suitable in relation to the subject of the contract.

The results will be communicated via PEC (certified electronic mail) to the participants and will be published on the website of the Consorzio del Consorzio per la Tutela del Formaggio Pecorino Romano DOP.

8 Presentation of proposals

8.1 Method of submitting proposals

Organisations interested in participating in the call for tenders for the selection of the Implementing Organisation must, under penalty of exclusion, send all the necessary documentation by

- PEC via 3 different certified electronic mail (CEM) messages as indicated below;
- Postal mail or hand delivery with responsibility for delivery within the deadlines provided for in these specifications at the sender's expense, **in a closed envelope containing 3 envelopes equally closed and sealed with adhesive tape or other suitable means, containing the documentation in electronic format (CD or USB key) as indicated below.**

PEC A/Envelope A - administrative documentation, which must contain:

application to participate in the procedure according to the model in Annex A, completed and signed by the legal representative;

- a) the declarations required according to the model in Annex B, filled in and signed by the legal



- representative;
- b) the declarations required according to the model in Annex B, completed and signed by the legal representative;
 - c) identity document of the undersigned person(s)
 - d) declaration of the bank of possession of the financial means necessary to guarantee the execution of the actions envisaged by the Programme (suitable bank references)
 - e) Chamber of Commerce (CCIAA) certificate or entry in a commercial register held in the Member State in which the economic operator is established;
 - f) CV of the economic operator(s) interested in participating (company CV)
 - g) copy of latest approved balance sheet and/or VAT declaration

PEC B / ENVELOPE B - technical offer, which must contain

- a) technical report containing a detailed description of the activities using the references indicated in the following chapter: METHODS FOR PREPARING THE TECHNICAL OFFER- PEC B. **The technical report must be drawn up in a maximum of 30 folders**
- b) Key-visual and key message
- c) CVs of personnel employed
- d) Chronoprogramme
- e) Annex C containing the proposed activities on the different WP in Italian and English

PEC C / ENVELOPE C - economic offer, which must contain the indication of the economic offer for the activities (SUB- TOTAL ACTIVITY) and the fee of the economic operator considered according to the model described in the following section: METHODS FOR PREPARING THE ECONOMIC OFFER - PEC C.

The following sections (Method of preparation of the technical offer and Method of preparation of the economic offer) provide instructions on how the technical offer and the economic offer must be drawn up.

The documentation must be drawn up in Italian and English where required in the specifications, and must be submitted in electronic format - non-editable, printable PDF and file.xls - by PEC, by and no later than MONDAY 13 MARCH 2023 at 12.00.

All documents must be signed by the legal representative of the economic operator taking part in the selection procedure; in the case of a temporary grouping already formed, the offer must be signed by the legal representative of the competitor designated as the group leader.

PEC address to which proposals must be sent by the above deadline:
amministrazione@pec.pecorinoromano.com

Postal address to which proposals should be sent by the above deadline:

Consorzio per la tutela del Formaggio Pecorino Romano DOP
Corso Umberto I, 226
08015 Macomer (NU)
All'attenzione di Daniela Murgia.



In the case of dispatch by post or delivery by hand, delivery is at the sender's expense and risk and must take place no later than the time and date of the deadline and the outside of the envelope must bear the following wording in addition to the sender's name (individual or grouped)
NOTICE OF SELECTION BY OPEN COMPETITIVE PROCEDURE FOR THE SELECTION OF A BODY TO CARRY OUT PART OF THE PROGRAMME OF INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS - INTERNAL MARKET: ITALY - GERMANY - DO NOT OPEN

The subject line of each PEC/Envelope must be marked as follows:

- PEC A or ENVELOPE A - ADMINISTRATIVE DOCUMENTATION - NOTICE OF SELECTION OF A BODY RESPONSIBLE FOR THE EXECUTION OF A PART OF THE PROGRAMME FOR THE INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS - INTERNAL MARKET - ITALY - GERMANY
- PEC B or ENVELOPE B - TECHNICAL OFFER - CALL FOR A SELECTION OF A BODY RESPONSIBLE FOR THE PERFORMANCE OF A PART OF THE PROGRAMME FOR THE INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS - INTERNAL MARKET - ITALY - GERMANY
- PEC C or ENVELOPE C - ECONOMIC BID - CALL FOR A SELECTION OF A BODY RESPONSIBLE FOR THE EXECUTION OF PART OF THE PROGRAMME FOR THE INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS - INTERNAL MARKET - ITALY - GERMANY

8.2 Procedure for opening tenders

The Selection Committee will meet either in person or remotely via a videoconferencing platform and the relevant modalities will be communicated to the bidders.

Date **14 MARCH 2023**

Time **10,30 a.m.**

Public session held in presence or remotely via electronic videoconferencing platform for the opening of the PEC A/Envelope A and verification of the administrative documentation.

The evaluation of the technical offers will take place in one or more reserved sessions remotely via electronic videoconference platform by the Selection Committee indicated in Article 7. The work of the Selection Committee will be duly recorded with an indication of the reasons supporting the assessments made.

Furthermore, as already indicated in Art. 7, the economic offer will be evaluated in public session, at the conclusion of the work of evaluating the technical offers carried out by the aforementioned Commission.

Any questions and/or clarifications regarding the execution of the tender may be addressed EXCLUSIVELY by e-mail to:

- Riccardo Pastore: direzione@pecorinoromano.com



- Daniela Murgia: d.murgia@pecorinoromano.com

Which will be answered exclusively in writing.

Any verbal requests or requests made in any other manner will not be taken into consideration.

Communications from the Tender Organisation will be made by electronic mail (PEC) to the e-mail address indicated by the tenderer.

9 Tender documents

9.1 Indications regarding irregularities in administrative documentation -ENVELOPE/ PEC A

Deficiencies in any formal element of the application may be remedied by requests for additions and/or documentation from the Consortium. In particular, in the event of missing, incomplete or any other essential irregularity in the documentation submitted, with the exclusion of those relating to the economic offer and the technical offer, the Contracting Body shall assign the tenderer a deadline, not exceeding ten days, for the necessary declarations to be made, supplemented or regularised, indicating their content and the persons who must make them. If the deadline for regularisation does not expire, the tenderer shall be excluded from the tender procedure. Deficiencies in the documentation that do not permit the identification of their content or of the person responsible for them shall constitute essential irregularities that cannot be rectified..

9.2 Method of preparation of the technical offer - PEC B / ENVELOPE B

A. Technical Report: MAX 30 FOLDERS (ES. 30 WORD SHEETS – 30 SLIDE PPT ETC...)

The operator must indicate for each point listed below its initiatives and how they will be implemented and results achieved.

1. Overall strategy

The operator must articulate its proposal by proposing the implementation strategies it considers most effective in pursuing the project objectives using the indications below:

- a) demonstration of the working group's capacity to produce the results envisaged by the project;
- b) articulation of the overall strategy: consistency between the overall project strategy and the individual activities;
- c) ways of achieving the specific objectives and results set out in the project.

2. Project Actions

The economic operator must articulate its proposal by proposing the types of activities and methods of implementation which it considers most effective in achieving the project objectives, using the indications below:

- a) description of the plan of activities: it must contain a detailed description of each activity, with justification of the choice in relation to the effectiveness in achieving the objectives of the programme, the themes to be disseminated and treated, the target country and target groups, demonstrating weighted selection for the maximum achievable impact; it must report a graphic proposal and the concept and content of the promotional messages describing and justifying their consistency with the objectives of the programme; it must indicate for each activity expected KPIs; it must report the number and type of expected contacts (direct and indirect);



- b) presentation of the working group responsible for carrying out the communication and promotion activities and demonstration of the working group's capacity to implement the actions effectively.

3. Methodological approach and articulation of activities

For each type of activity listed in the technical specifications, the specific interventions to be implemented to achieve the programme objectives must be described. The activities and related actions must be consistent with the proposed strategy for the target market and with the target groups identified, and must be broken down according to the points set out below:

- 1) mode of execution of the actions: description of the operational methods used for the provision of services and their consistency with the aims and objectives of the proposed communication campaign and with the Programme;
- 2) indication of the expected KPIs
- 3) time schedule: adequacy of time and resources, foreseen in the time schedule and its consistency with the Programme, which should be articulated over a period of three years
- 4) consistency with the overall strategy and implementation methods of the interventions proposed above;
- 5) description of the monitoring mechanisms and proper implementation of the activities;
- 6) presentation of any additional activities/services proposed and the assistance arrangements provided to the Consortium;
- 7) description of the working group and specific responsibilities in relation to the various activities.

The previous points must be organised and presented according to the criteria and sub-criteria described in Art. 7 and per activity.

The proposed key visual and content of the promotional messages must be suitable for the Italian and German market. In order to allow the commission to assess the content of the messages, they must be in ITALIAN.

The tenderer shall fill in **Annex C in Italian and English**.

9.3 Method of preparation of the economic offer – ENVELOPE C /PEC C

ECONOMIC OFFER

Costs must be detailed for each action and type of activity necessary for the organisation and implementation of the service (SUB-TOTAL ACTIVITY) with an indication of the **VALUE OF THE ECONOMIC OPERATOR'S CHARGE**, according to the following scheme, which must be filled in for each individual project year (year 1, year 2 and year 3) and for each individual target country (ITALY and GERMANY)

The economic operator's fee must be highlighted.

Below is an example table for year 1. This table must be completed for each individual project year (year 1, year 2 and year 3) and for each individual target country



TARGET COUNTRY	JAPAN				
YEAR	YEAR XXXX				
Activities description	Cost item description	Number or quantity	Unit value	Total	Expected KPIs
WP 2 – PUBLIC RELATION			€	€	
WP 2.1			€	€	
WP 2.2			€	€	
SUBTOTAL ACTIVITY WP 2 FOR YEAR 1			€	€	
ECONOMIC OPERATOR FEE WP 2			€	€	
WP 3 – Web site, social media			€	€	
			€	€	
			€	€	
SUBTOTAL ACTIVITY WP 3 FOR YEAR 1			€	€	
ECONOMIC OPERATOR FEE WP 3			€	€	
WP 4 - Advertising			€	€	
			€	€	
			€	€	
SUBTOTAL ACTIVITY WP 4 FOR YEAR 1			€	€	
ECONOMIC OPERATOR FEE WP 4			€	€	
WP 5 – Communication tools			€	€	
			€	€	
			€	€	
SUBTOTAL ACTIVITY WP 5 FOR YEAR 1			€	€	
ECONOMIC OPERATOR FEE WP 5			€	€	
WP 6 – Events			€	€	
			€	€	
			€	€	
SUBTOTAL ACTIVITY WP 6 FOR YEAR 1			€	€	
ECONOMIC OPERATOR FEE WP 6			€	€	

CONSORZIO PER LA TUTELA DEL FORMAGGIO PECORINO ROMANO Corso Umberto I 226- 08015 Macomer (NU), tel. 0785 70537, fax 0785 72215, e-mail:

info@pecorinoromano.com, www.pecorinoromano.com

P.I. 00958190910 - C.C.I.A.A. Nuoro n. 57393 – Trib. Oristano n. 5323



WP 7 – POS			€	€	
			€	€	
			€	€	
			€	€	
SUBTOTAL ACTIVITY WP 7 FOR YEAR 1			€	€	
ECONOMIC OPERATOR FEE WP 7			€	€	
A) GENERAL SUBTOTAL ACTIVITY FOR YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€	
B) GENERAL SUBTOTAL ECONOMIC OPERATOR FEE FOR YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€	
A) GENERAL SUBTOTAL ACTIVITY FOR YEAR 1 (WP2 + WP3 + WP4 + WP5 + WP6 + WP7)			€	€	

The remuneration of the Implementing body (*economic operator's fee*) shall be a maximum of 13% of the total cost related to the actions (SUB-TOTAL GENERAL ACTIVITY).



The economic operator must also complete the following summary table given as an example.

TARGET COUNTRY	JAPAN			Total	% FEE
	YEAR 1	YEAR 2	YEAR 3		
A) OVERALL SUB-TOTAL ACTIVITIES FOR EACH INDIVIDUAL YEAR (SUB-TOTAL ACTIVITY WP2 + SUB-TOTAL ACTIVITY WP3 + SUB-TOTAL ACTIVITY WP4 + SUB-TOTAL ACTIVITY WP5 + SUB-TOTAL ACTIVITY WP6 + SUB-TOTAL ACTIVITY WP7)	€	€	€	Enter sum year 1 + year 2 + year 3	
B) OVERALL SUBTOTAL ECONOMIC OPERATOR FEE FOR EACH INDIVIDUAL YEAR (ECONOMIC OPERATOR FEE WP2 + ECONOMIC OPERATOR FEE WP3 + ECONOMIC OPERATOR FEE WP4 + ECONOMIC OPERATOR FEE WP5 + ECONOMIC OPERATOR FEE WP6 + ECONOMIC OPERATOR FEE WP7)	€	€	€	Enter sum year 1 + year 2 + year 3	Enter value B) / A) in % (with max. 3 digits after the decimal point)
*A + B) TOTAL ECONOMIC OFFER TARGET COUNTRIES FOR EACH INDIVIDUAL YEAR	€	€	€	Enter sum year 1 + year 2 + year 3	

NB: THE TOTAL ECONOMIC OFFER must be at most equal to the total amount of this selection procedure (€ 1.400.000,00 VAT EXCLUDED).

The set of tables shown above as an example (the 6 tables relating to the 3 years of the Programme per target country + 1 summary table), will form the economic offer and must be included in PEC C - Economic Offer.

In addition, the economic offer must be provided in electronic format, both in .pdf and .xls format.

10. Additions in the event of deficiencies

Deficiencies in any of the formal elements of the application, and in particular the absence, incompleteness and any other essential irregularity of the elements, with the exclusion of those relating to the substantial content of the economic offer and the technical offer, may be remedied through the integration procedure referred to in this article.

An essential irregularity may be remedied where it is not accompanied by a substantial deficiency in the requirement for the demonstration of which the omitted or irregularly produced documentation was intended. Subsequent correction or supplementation of documentation is permitted where it enables the existence of pre-existing circumstances to be attested, i.e. requirements for participation and documents/elements accompanying the tender. Specifically, the following rules apply



- failure to meet the prescribed participation requirements cannot be rectified by means of supplementation and is a cause for exclusion from the tender procedure;
- the omission or incomplete or irregular presentation of declarations on the possession of the participation requirements and any other lack, incompleteness or irregularity in the application may be remedied, with the exception of false declarations
- the non-submission of elements accompanying the tender or of conditions for participation in the tender, which are relevant at the tender stage, may be remedied, only if pre-existing and demonstrable with elements of a certain date prior to the deadline for submission of the tender
- deficiencies in the signature of the application to participate, the required declarations and the tender may be remedied.

For the purposes of the integration procedure, a reasonable time limit - not exceeding ten days - shall be assigned to the tenderer for the necessary declarations to be made, integrated or regularised, indicating their content and the persons who must make them.

In the event of failure to comply with the deadline, the competitor shall be excluded from the procedure.

Should the competitor produce declarations or documents that are not perfectly consistent with the request, it is possible to request further details or clarifications, limited to the documentation submitted at the integration stage, setting a time limit under penalty of exclusion.

11 Work group

The working group indicated in the tender may not be changed, neither in the total number of members nor in the person of the individual members, without the prior consent of the client. To this end, the successful tenderer shall formulate a specific and justified request indicating the names and curricula vitae of the members proposed to replace those indicated in the tender. Replacement will only be allowed if the proposed replacements present a similar or more qualified curriculum than the replaced persons. Any replacement or variation of the team without the client's consent shall be cause for termination of the contract.

The contractor shall be responsible for all insurance and social security charges required by law, and shall undertake to comply with the regulations in force concerning safety at work and the remuneration of employees and, in general, shall undertake to comply with all the obligations deriving from laws, regulations, collective agreements and supplementary company agreements concerning labour relations, in relation to all the persons who work for the contractor, whether directly employed or on an occasional basis, with contracts of any nature.

The contracting party shall assume all liability for any damage or injury that may be caused to said persons or be caused by said persons in the performance of any activity, directly or indirectly, inherent to the services covered by this procedure.

12 Obligations of the Implementing Body

The selected implementing body undertakes to cooperate with the contracting station in the drafting of the project to be submitted under the Call for Simple Programmes Year 2023 of Reg. (EU) No. 1144/2014.

In the event of approval of the Programme to be submitted under the Call for Proposals Simplified Programmes - AGRIP-SIMPLE - 2023 – TC-ASIA Year 2023 of Reg. (EU) No. 1144/2014, Delegated Regulation (EU) No.



2015/1829, Implementing Regulation (EU) No. 2015/1831 and following the signing of the relevant contract, the Contractor/Implementing Body shall be responsible for the following

- the performance of the services covered by the contract, in agreement and cooperation with the Contracting Organisation and in full and unconditional acceptance of the contents of these specifications;
- the adequate and timely information on the implementation of the programme activities and achievement of the relevant deliverables and outputs;
- the observance of every indication contained in these specifications, even if not specifically referred to in this article, of the rules and regulations in force at both national and community level, as well as those that may be issued during the contractual period; (including regulatory provisions and municipal ordinances), with particular regard to those relating to hygiene and safety and in any case pertaining to the subject matter of the contract and its execution;
- the Implementing Body shall assume full technical and financial responsibility for the actions referred to in articles 3 and 5, including that relating to their compatibility with applicable European Union regulations and competition rules
- the Implementing Body shall supervise the administrative/financial monitoring of the programme, including the keeping of records, and supporting documents, the transmission of deliverables and the preparation of actions and payment applications, the collection and preservation of documents and supporting material;

The Contractor/Executing Organisation shall:

- for a period of three years after payment of the balance, keep records and supporting documents to prove the correct implementation of the action and the costs declared eligible;
- if checks, audits, investigations, litigation or legal proceedings under the agreement are in progress, keep the records and supporting documents until these procedures have been completed;
- make the above documents available upon request or in the context of controls, audits or investigations;
- make available to the Awarding Body all the documentation produced during the performance of the service, as well as all the data processed, used or collected during the performance of the activities, including the data necessary for a proper assessment of the effectiveness of the programme, in accordance with the relevant regulatory framework, and all the information required for the preparation of periodic and final reports; keep the original documents;
- original database/conservation document.



13 Confidentiality and non-disclosure

Il soggetto aggiudicatario non potrà far uso, né direttamente né indirettamente, per proprio tornaconto o per quello di terzi, del mandato affidato e delle informazioni di cui verrà a conoscenza in relazione ad esso e ciò anche dopo la scadenza del contratto. A tal fine il soggetto aggiudicatario non potrà divulgare, comunicare o diffondere le informazioni e i dati dei quali verrà a conoscenza durante l'espletamento delle attività.

Il soggetto affidatario si impegna a rispettare, nello svolgimento delle attività oggetto della presente procedura, tutti i principi contenuti nelle disposizioni normative vigenti, relativi al trattamento dei dati personali e in particolare quelli contenuti nel D.Lgs. n. 196/2003 e s.m.i. e nel Regolamento (UE) 2016/679 del Parlamento europeo e del Consiglio del 27 aprile 2016 contenente il Regolamento europeo sulla protezione dei dati (di seguito anche "GDPR") e a garantire che le informazioni personali, patrimoniali, statistiche, anagrafiche e/o di qualunque altro genere, di cui verrà a conoscenza in conseguenza dei servizi resi, in qualsiasi modo acquisite, vengano considerati riservati e come tali trattati, pur assicurando nel contempo la trasparenza delle attività svolte.

L'affidatario del servizio deve impegnarsi formalmente a dare istruzioni al proprio personale affinché tutti i dati e le informazioni vengano trattati nel rispetto della normativa di riferimento.

L'aggiudicatario del servizio si impegna ad utilizzare i dati e le informazioni di cui sopra esclusivamente ai fini e nell'ambito delle attività previste dal presente capitolato.

14 Conflicts of interest

L'Organismo appaltante adoterà misure adeguate per prevenire, individuare e porre rimedio in modo efficace a conflitti di interesse nello svolgimento della presente procedura di selezione in modo da evitare qualsiasi distorsione della concorrenza e garantire la parità di trattamento di tutti gli operatori economici, nel rispetto di quanto stabilito all'articolo 24 della Direttiva 2014/24/UE e dell'art. 42 del D. Lgs. 50/2016.

15 Breach and termination of contract

The Tender Organisation shall have the right to check and verify the proper performance of the service with the help of agents chosen at its discretion. Furthermore, the Tender Organisation shall have the right to contest services rendered that do not comply in whole or in part with the prescriptions of the specifications or the tender proposal. In the event of a dispute, it may require the supplier to replace personnel unsuitable for the performance of the services. In addition to the provisions of Art. 1453 of the Civil Code for cases of non-fulfilment of contractual obligations, the contract shall be terminated, pursuant to and for the purposes of Art. 1456 of the Civil Code, subject to compensation for damages in the following cases

- in the case of assignment of all or part of the contract
- in the event of a breach of data protection and confidentiality obligations that is so serious as not to permit further continuation of the contractual obligations;
- in the case of serious infringements, duly ascertained, of safety regulations and of any other obligation arising from employment relationships pursuant to current legislation (in particular with reference to the regularity of the DURC, etc.), as well as for failure to fulfil contractual or legal obligations with regard to salaries, payments or social security and insurance treatments in favour of staff and collaborators employed in the service
- in the event of unjustified suspension of the service;
- in the event of serious non-fulfilment of the contracted services envisaged in the programme and other obligations arising from these specifications and/or the contract and/or the timetable, as well as for non-



compliance with the project outlines presented and any supplementary indications regarding the quality of the service, contested beforehand in writing by the Contracting Organisation and not resolved within the time allowed;

- in the event that the Tender Organisation is subject to bankruptcy or similar proceedings restricting its economic and business capacity by the competent bodies;
- in any case, in cases of breach of the applicable regulations

Any failure to dispute and/or previous breaches for which the Tender Organisation has not decided to avail itself of the clause in this article and/or acts of mere tolerance in the face of previous breaches by the contractor of any nature whatsoever shall not be construed as a waiver of the right to avail itself of the clause in this article.

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In the event of termination, the Awarding Body reserves all rights to compensation for damages suffered and in particular reserves the right to claim from the Awarding Body the reimbursement of any expenses in excess of those that it would have sustained in the event of regular performance of the Contract.

In any case, in the event of termination, the Contracting Organisation shall only be entitled to reimbursement of the expenses and activities actually performed up to that moment.

The Contracting Organisation shall also be entitled to defer the payment of any balance due on the basis of the final settlement account, until the quantification of the damage that the Executing Organisation is obliged to indemnify

16 Relations between the contractor and the Administration of the Commissioning Body

The successful economic operator must identify a contact person responsible for the service, who will be obliged to collaborate closely with the contact personnel of the Procuring Body and the Single Project Manager (RUP) in the realisation of the service that is the subject of the contract, as well as the operational resolution of problems relating to particular requirements of the activities.

17 Transfer and subcontracting

The successful tenderer is obliged to perform the services included in the contract on its own account and the same may not be assigned under penalty of nullity, except in the cases provided for by law.

Subcontracting is permitted if at the time of submission of the tender the tenderer indicates the parts of the service/supply he intends to subcontract.

In the event of failure to indicate the parts to be subcontracted, subcontracting is prohibited.

The successful tenderer and the subcontractor are jointly and severally liable towards the contracting authority for the performance of the services covered by the subcontract.

In any case, subcontracting is permitted within the limits and according to the procedures indicated in Article 105 of Legislative Decree 50/2016 as amended and supplemented, insofar as applicable to this selection procedure



18 Method of payment

In the event of approval of the Programme, which shall be submitted under the Call for Proposals Simple Programmes - AGRIP-SIMPLE - 2023 - IM - EU QS Year 2023 of the Regulation (EU) No. 1144/2014, Delegated Regulation (EU) No. 2015/1829, Implementing Regulation (EU) No. 2015/1831 and following the signing of the relevant contract/convention, the amount of the award shall be paid as follows

- instalments in arrears on the basis of progress reports submitted on the basis of the service progress reports submitted on the due dates provided for in the Programme and in the reference regulations, up to a maximum of 80% of the contractual amount, following the submission of a regular invoice, to which must be attached suitable reports on the activities carried out and the products issued and the relevant statement of expenses incurred in accordance with the reference regulations
- balance of the contractual amount, upon completion of all the activities foreseen following the presentation of a regular invoice, to which must be attached a final report on the activities carried out and the products released and the relevant statement of expenses incurred in accordance with the reference regulatory provisions.

The invoice, together with the required documentation, shall be submitted to the contact person of the Contracting Organisation and to the Single Project Manager (RUP) for the purpose of acquiring the approval concerning the proper performance of the contract

19 Inspections

The Tender Organisation has the right to control and verify the proper execution of the service with the help of appointees chosen at its discretion. Since the contract is financed with resources of the European Union, checks may be ordered by the competent services of the European Union and/or national authorities.

20 Contractual expenses

The costs of stamping, stipulation, registration and any other ancillary expenses relating to the contract are borne 50% by the successful executing body and the remaining 50% by the contracting body.

21 Access to the documentation of the selection procedure

Access to the documentation of the procedure is permitted in accordance with the provisions on the right of access to administrative documents as follows:

- **It is deferred**
 - a) in relation to the list of persons who have submitted tenders, until the deadline for submitting them;
 - b) in relation to the tenders, until the awarding of the contract;
 - c) in relation to the procedure for verifying the anomaly of the tender, until the awarding of the contract.
- **It is prohibited**
 - d) to information provided as part of the tender or in justification thereof which, according to a reasoned and substantiated statement by the tenderer, constitutes technical or trade secrets
 - e) confidential reports by the construction manager and the acceptance body on the applications and reservations of the party performing the contract.

In relation to the case referred to in sub-paragraph (d), access is permitted to the tenderer for the purpose of defending its interests in relation to the contract award procedure before the courts.



22 Litigations

For the settlement of all disputes that may arise in the performance of the service and that cannot be settled by the parties in the short term, the competent court shall be Oristano, in the form and manner prescribed by law.

23 Rights of ownership and use

The rights of ownership and/or use and economic exploitation of the works, prepared or produced by the Contracting Authority by its employees and collaborators within the scope of or in connection with the performance of this service, shall remain the exclusive property of the Contracting Authority, which may, therefore, arrange for the publication, dissemination, use, duplication, without any restriction whatsoever, of said intellectual works or material. Said rights, pursuant to Law No. 633/41 "Protection of copyright and other rights granted to the exercise thereof" as amended and supplemented by Law No. 248/00, are to be understood as being assigned, acquired and licensed in a perpetual, unlimited and irrevocable manner. The Implementing Body undertakes to deliver all products in open and modifiable format and expressly undertakes to provide the Awarding Body with all the documentation and material necessary for the effective exploitation of the rights of exclusive ownership, as well as to sign all the documents necessary for the possible transcription of said rights in favour of the Awarding Body in any public registers or lists. The Implementing Body undertakes to comply with the regulations in force concerning the collection and processing of personal data and the protection of databases.

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24 Data processing

Pursuant to Legislative Decree 196/2003 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 containing the European Data Protection Regulation (hereinafter also referred to as "GDPR"), please be informed that the data collected are intended for the selection of the contractor and their provision is optional in nature, it being understood that the competitor who intends to participate in the procedure or to be awarded the contract must provide the Contracting Body with the documentation required by the regulations in force. The rights of the interested party are those provided for in Art. 13 of the aforementioned law. These rights may be exercised pursuant to and for the purposes of Legislative Decree 196/2003 and GDPR. The data collected may be communicated to the staff of the Procuring Body in charge of the procedure and to any other subject with an interest therein, subject to the provisions of Article 21.

In particular, with regard to the procedure established by this procedure

- a) the purposes for which the data collected are held are inherent to the verification of the tenderers' ability to participate in this tender;
- b) the data provided will be collected, recorded, organised and stored for the purposes of managing the tender and will be processed, both in hard copy and electronically, even after the possible establishment of the contractual relationship, for the purposes of that relationship
- c) the provision of the requested data is an obligation under penalty of exclusion from the tender:
- d) the subjects or categories of subjects to whom the data may be communicated are: 1) the staff of the Procuring Body; 2) the competitors taking part in the public session of the tender; 3) any other subject with an interest pursuant to Law No. 241/1990 as amended
- e) the rights of the interested party are those set out in Article 7 of Legislative Decree No. 196/2003, as amended and Articles 15 to 22 of the GDPR, to which reference is made;
- f) the active subject of the collection is the Contracting Body and the person responsible is the legal representative President Giovanni Maoddi



The data controller is Giovanni Maoddi pursuant to Article 28 of the European Data Protection Regulation ("GDPR") and Article 29 of Legislative Decree No. 196/2003, as well as the Italian GDPR compliance regulations.

For any further information on the matter, please refer to the "Information on the processing of personal data to the customer" of the Consortium for the Protection of Pecorino Romano DOP Cheese and address your requests to the Consortium for the Protection of Pecorino Romano DOP Cheese, in Macomer (NU), Corso Umberto I 226, by registered letter, or by e-mail to the e-mail address: info@pecorinoromano.com, or by telephone request to the number 0785 70537.

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25 Sole manager of the procedure

Sole Manager of the procedure pursuant to Art. 31 of Legislative Decree 50/2016 is Dott.ssa Daniela Murgia.